

In the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority (as hereinafter defined), assuming continuing compliance by the Authority and the Public University (as hereinafter defined) with certain tax covenants described herein, under existing law, interest on the 2024 Bonds (as hereinafter defined) is not included for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and will not constitute a tax preference item for purposes of the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In addition, interest on the 2024 Bonds may be subject to the branch profits tax imposed on certain foreign corporations and to the tax on "excess net passive income" imposed on S corporations. Interest on the 2024 Bonds and any gain from the sale thereof are not included in the gross income of the owners thereof under the New Jersey Gross Income Tax Act, as presently enacted and construed. See "TAX MATTERS" herein.



\$15,375,000

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
(Camden County, New Jersey)

LEASE REVENUE REFUNDING BONDS

(ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE PROJECT), SERIES 2024

Dated: Date of Delivery

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

The \$15,375,000 aggregate principal amount of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2024, dated the date of delivery (the "2024 Bonds"), are being issued by The Camden County Improvement Authority ("Authority"), a public body corporate and politic of the State of New Jersey ("State"), pursuant to: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto ("Act"); (ii) a bond resolution adopted by the Authority on October 12, 2023 ("Resolution"); and (iii) a First Supplement to Trust Indenture, dated as of February 1, 2024 ("First Supplemental Indenture"), by and between the Authority and TD Bank, National Association, as trustee ("Trustee"), amending and supplementing that certain Trust Indenture, dated as of July 1, 2013, between the Authority and the Trustee (the "Original Trust Indenture" and, as supplemented by the First Supplemental Indenture, the "Indenture"). The 2024 Bonds are being issued by the Authority on behalf of Rowan University ("Public University"), a leading public institute of higher education, organized and established pursuant to the New Jersey Medical and Health Sciences Education Restructuring Act, N.J.S.A. 18A:64M-1, et seq. (the "Restructuring Act").

The 2024 Bonds will be issued in fully registered form and, when issued, will be registered in the name of and held by Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), an automated depository for securities and a clearinghouse for securities transactions. Individual purchases of the 2024 Bonds will be made in book-entry form (without certificates) in denominations of \$5,000 or any integral multiple thereof. Principal of and interest on the 2024 Bonds will be payable at maturity, stated or otherwise, by the Trustee. So long as Cede & Co. is the registered owner of the 2024 Bonds, payments of principal of and interest on the 2024 Bonds will be made directly to DTC or its nominee, Cede & Co., which will remit such payments to the DTC Participants (as defined herein) which will, in turn, remit such payments to the Beneficial Owners (as defined herein) of the 2024 Bonds. Purchasers will not receive certificates representing their ownership interest in the 2024 Bonds purchased. For so long as any purchaser is a Beneficial Owner of a 2024 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such 2024 Bond.

Each of the 2024 Bonds will be dated the date of delivery thereof and will bear interest at the rates per annum set forth on the inside front cover, payable semiannually on December 1 and June 1 of each year, commencing on June 1, 2024 until maturity or earlier redemption, and will mature on December 1 in the years and in the principal amounts set forth on the inside front cover. The 2024 Bonds are subject to redemption prior to maturity as set forth herein. See "DESCRIPTION OF THE 2024 Bonds - Redemption Provisions".

The proceeds of the 2024 Bonds will be used, on behalf of the Public University, to: (i) currently refund all of the Authority's presently outstanding \$16,415,000 Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2013A (the "Refunded Bonds"), the proceeds of which, together with other available funds, were used to refinance certain outstanding indebtedness issued by or on behalf of The University of Medicine and Dentistry of New Jersey ("UMDNJ") in connection with the acquisition, construction and improvement of certain facilities previously owned and operated by the School of Osteopathic Medicine ("SOM") of UMDNJ, which are now included as part of the Public University as the Public University's "Rowan-Virtua School of Osteopathic Medicine" located in Sewell and Stratford, New Jersey; and (ii) pay the costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds. See "PLAN OF FINANCE" herein.

The 2024 Bonds are special, limited obligations of the Authority payable by the Authority solely from the Trust Estate (as defined herein), which includes Lease Payments (as defined in the Indenture) (other than Additional Lease Payments) received pursuant to a Lease and Agreement, dated as of July 1, 2013 (the "Original Lease Agreement"), as amended by a First Amendment to Lease Agreement, dated as of February 1, 2024 (the "First Amendment to Lease Agreement," and together with the Original Lease Agreement, the "Lease Agreement"), each between the Authority and the Public University, pursuant to which the Authority leases the Project Facilities (as defined herein) constituting the SOM in the Borough of Stratford, New Jersey to the Public University, and other amounts pledged to the 2024 Bonds pursuant to the Indenture. The obligation of the Public University to make the payments required under the Lease Agreement for the payment of the debt service on the 2024 Bonds constitutes an unsecured general obligation of the Public University, payable from any legally available funds of the Public University.

THE 2024 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE 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 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. THE 2024 BONDS ARE SECURED AND PAYABLE SOLELY FROM THE TRUST ESTATE (AS DEFINED IN THE INDENTURE) WHICH INCLUDES LEASE PAYMENTS (OTHER THAN ADDITIONAL LEASE PAYMENTS) RECEIVED PURSUANT TO THE LEASE AGREEMENT, AND OTHER AMOUNTS PLEDGED TO THE 2024 BONDS.

The scheduled payment of principal of and interest on the 2024 Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the 2024 Bonds by Build America Mutual Assurance Company ("BAM"). See "BOND INSURANCE" herein.



This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to their making an informed investment decision.

The 2024 Bonds are offered when, as and if issued by the Authority, subject to the approval of certain legal matters by Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority, and to certain other conditions. Certain matters will be passed upon for the Authority by its counsel, Maressa Patterson LLC, Berlin, New Jersey, for the Public University by its general counsel, Melissa Wheatcroft, Esquire, General Counsel, and by its special counsel, Gibbons, P.C., Newark, New Jersey, and for the Underwriter by its counsel, Stradley Ronon Stevens & Young LLP, Philadelphia, Pennsylvania. Acacia Financial Group, Inc., Mount Laurel, New Jersey, has acted as Municipal Advisor to the Public University and the Authority in connection with the issuance of the 2024 Bonds. It is expected that the 2024 Bonds will be available for delivery through the facilities at DTC in New York, New York on or about February 29, 2024.

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\$15,375,000
THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2024

**MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES, YIELDS AND CUSIP NUMBERS***

Maturity (December 1)	Principal Amount	Interest Rate	Yield	CUSIP* No. (13281K)
2024	\$1,485,000	5.000%	3.230%	ZE1
2025	1,555,000	5.000	3.000	ZF8
2026	1,690,000	5.000	2.850	ZG6
2027	1,770,000	5.000	2.720	ZH4
2028	1,860,000	5.000	2.700	ZJ0
2029	1,955,000	5.000	2.710	ZK7
2030	2,050,000	5.000	2.730	ZL5
2031	2,150,000	5.000	2.740	ZM3
2032	860,000	5.000	2.780	ZN1

* CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers listed above are being provided solely for the convenience of holders only at the time of issuance of the 2024 Bonds and none of the Authority, the Public University or the Underwriter 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 of the 2024 Bonds is subject to being changed after the issuance of the 2024 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 2024 Bonds.

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
520 Market Street, 6th Floor
Camden, New Jersey 08102

AUTHORITY MEMBERS

Linda M. RohrerChairperson
Joseph P. Schooley..... Vice Chairperson
William W. SpearmanMember
Reginald C. StevensonMember
Shane Tait.....Member

EXECUTIVE DIRECTOR

James Lex

GENERAL COUNSEL

Maressa Patterson, LLC
Berlin, New Jersey

BOND COUNSEL

Parker McCay P.A.
Mount Laurel, New Jersey

MUNICIPAL ADVISOR

Acacia Financial Group, Inc.
Mount Laurel, New Jersey

BOND TRUSTEE, REGISTRAR AND PAYING AGENT

TD Bank, National Association
Mount Laurel, New Jersey

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Ms. Theresa Drye, System Vice President, Chief Human Resource Officer, Rowan University and
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Mr. Jesse Shafer, Vice President for University Advancement/Rowan University Foundation Executive Director
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Dr. Mei Wei, Vice President for Research
Mr. David Weinstein, Vice President for Government Relations
Ms. Melissa Wheatcroft, Esq., General Counsel and Liaison to the Board of Trustees

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 2024 BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

No dealer, broker, salesperson or other person has been authorized by the Authority or the Public University to give any information or to make any representations with respect to the 2024 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 either 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 2024 Bonds by any person in any 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 Public University 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 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 and the Authority makes no representation as to the accuracy or completeness of such information.

The 2024 Bonds have not been registered under the Securities Act of 1933, as amended, and neither the Resolution nor the Indenture has 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 2024 Bonds and the security therefor, including an analysis of the risk involved. The 2024 Bonds have not been recommended by any federal or state securities commission or regulatory authority. The registration, qualification or exemption of the 2024 Bonds in accordance with applicable provisions of securities laws of the various jurisdictions in which the 2024 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 2024 Bonds or the adequacy, accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity will have passed upon the accuracy or adequacy of this Official Statement or, except for the Authority, approved the 2024 Bonds for sale.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT ARE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1965. FORWARD-LOOKING STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE USE OF FORWARD-LOOKING TERMS SUCH AS "PLAN", "EXPECT", "ESTIMATE", "BUDGET", "WILL", "SHOULD", "BELIEVES" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE, BUT ARE NOT LIMITED TO, CERTAIN STATEMENTS CONTAINED IN THE "INTRODUCTORY STATEMENT" AND IN APPENDIX A. THE PUBLIC UNIVERSITY BELIEVES THAT THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS, AND THE ESTIMATES AND ASSUMPTIONS ON WHICH THEY ARE BASED, ARE REASONABLE. HOWEVER, ESTIMATES AND ASSUMPTIONS ARE INHERENTLY UNCERTAIN, AND NO ASSURANCE CAN BE GIVEN THAT THEY WILL PROVE TO BE CORRECT OR THAT EXPECTATIONS BASED UPON THEM WILL BE REALIZED. NEITHER THE PUBLIC UNIVERSITY, NOR THE UNDERWRITER, THEREFORE, CAN OR DOES WARRANT THAT THE RESULTS CONTEMPLATED BY SUCH FORWARD-LOOKING STATEMENTS WILL BE ACHIEVED, AND IT IS LIKELY THAT ACTUAL RESULTS WILL DIFFER MATERIALLY FROM THOSE CONTEMPLATED BY SUCH FORWARD-LOOKING STATEMENTS. ACCORDINGLY,

UNDUE RELIANCE SHOULD NOT BE PLACED UPON SUCH FORWARD-LOOKING STATEMENTS.

References in this Official Statement to statutes, laws, rules, regulations, resolutions (including the Resolution), agreements (including the Indenture, the Lease Agreement and the Continuing Disclosure Agreement, each as defined herein), 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 2024 Bonds referred to herein and may not be reproduced or used, in 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.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Build America Mutual Assurance Company (“BAM”) makes no representation regarding the 2024 Bonds or the advisability of investing in the 2024 Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading “BOND INSURANCE” and “APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY”.

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OFFICIAL STATEMENT
Relating to
\$15,375,000
THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
(Camden County, New Jersey)
LEASE REVENUE REFUNDING BONDS
(ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE PROJECT), SERIES 2024

INTRODUCTORY STATEMENT

General

The purpose of this Official Statement, which includes the inside front cover page and the Appendices hereto, is to furnish information concerning The Camden County Improvement Authority (“Authority” or “CCIA”) and its \$15,375,000 aggregate principal amount of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2024, dated the date of delivery (the “2024 Bonds”). The 2024 Bonds are being issued pursuant to: (i) the Act (as defined herein); (ii) a bond resolution adopted by the Authority on October 12, 2023 (“Resolution”); and (iii) a First Supplement to Trust Indenture, dated as of February 1, 2024 (“First Supplemental Indenture”), by and between the Authority and TD Bank, National Association, as trustee (“Trustee”), which First Supplemental Indenture amends and supplements that certain Trust Indenture, dated as of July 1, 2013, by and between the Authority and the Trustee (the “Original Trust Indenture” and, as supplemented by the First Supplemental Indenture, the “Indenture”). Certain capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Indenture, see “APPENDIX C-1 — ORIGINAL TRUST INDENTURE AGREEMENT AND FORM OF FIRST SUPPLEMENTAL INDENTURE” hereto. For definitions of certain capitalized words and terms used in this Official Statement and not otherwise defined herein or in the Indenture, see “APPENDIX C-2 — ORIGINAL LEASE AGREEMENT AND FORM OF FIRST AMENDMENT TO LEASE AGREEMENT” hereto.

Authority for Issuance

The 2024 Bonds are being issued pursuant to: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey (“State”), as amended and supplemented (“Act”); (ii) the Resolution; and (iii) the Indenture. The Act, among other things, empowers the Authority to issue its revenue bonds, notes and other obligations to provide funds to finance and refinance public facilities for use by a governmental agency for its governmental purposes, which includes Rowan University, a public institution of higher education organized and established by the State pursuant to the New Jersey Medical and Health Sciences Education Restructuring Act, N.J.S.A. 18A:64M-1, et seq. (the “Restructuring Act”), whose main campus is located in the Borough of Glassboro, Gloucester County, New Jersey (“Public University”). For information concerning the Public University, see “APPENDIX A — INFORMATION REGARDING ROWAN UNIVERSITY” and “APPENDIX B — INDEPENDENT AUDITORS’ REPORT AND AUDITED FINANCIAL STATEMENTS OF THE PUBLIC UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2023 AND 2022” hereto.

The issuance of the 2024 Bonds was approved by resolution of the Board of Trustees of the Public University on September 13, 2023.

Purpose and Use of Proceeds

The proceeds of the 2024 Bonds will be used, on behalf of the Public University, to: (i) currently refund all of the Authority’s presently outstanding \$16,415,000 Lease Revenue Refunding Bonds (Rowan

University School of Osteopathic Medicine Project) Series 2013A maturing on December 1 in the years 2024 through 2027, inclusive, and 2032 (the “Refunded Bonds”), the proceeds of which, together with other available funds, were used to refinance certain outstanding indebtedness issued by or on behalf of The University of Medicine and Dentistry of New Jersey (“UMDNJ”) in connection with the acquisition, construction and improvement of certain facilities previously owned and operated by the School of Osteopathic Medicine (“SOM”) of UMDNJ, which are now included as part of the Public University as the Public University’s “Rowan-Virtua School of Osteopathic Medicine” located in Sewell and Stratford, New Jersey; and (ii) pay the costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds (items (i) and (ii) are collectively referred to herein as the “Refinancing Project”). See “PLAN OF FINANCE” herein for a more detailed description of the Refinancing Project.

Security for the 2024 Bonds

The 2024 Bonds are special and limited obligations of the Authority payable by the Authority solely from the Trust Estate (as defined herein), which includes Lease Payments (as defined in the Indenture) (other than certain Additional Lease Payments as defined in the hereinafter defined Lease Agreement), payable by the Public University pursuant to a Lease and Agreement, dated as of July 1, 2013 (the “Original Lease Agreement”), as amended by a First Amendment to Lease Agreement, dated as of February 1, 2024 (the “First Amendment to Lease Agreement,” and together with the Original Lease Agreement, the “Lease Agreement”), for the use and occupancy of the Project Facilities (as hereinafter defined) and other amounts pledged to the 2024 Bonds pursuant to the Indenture.

Pursuant to a Ground Lease Agreement, dated as of July 1, 2013, by and between the Public University and the Authority (“Ground Lease”), the Authority leased certain facilities comprising the SOM in the Borough of Stratford, New Jersey, generally identified in Exhibit A of the Lease Agreement, which include portions of the SOM campus located in the Borough of Stratford, New Jersey and associated fixed tangible assets, real property, buildings, furniture, fixtures, equipment, and personal property contained therein and thereon, including any additions, improvements, modifications, substitutions and renewals thereof, and further includes other facilities and uses as are permitted by the Act (collectively, the “Project Facilities”), from the Public University and thereafter leased the Project Facilities to the Public University pursuant to the Lease Agreement.

The Basic Lease Payments and the Additional Lease Payments which are payable by the Public University constitute an unsecured general obligation of the Public University, payable from any legally available funds of the Public University, and shall be in amounts sufficient to enable the Trustee to make payments of the principal of, redemption premium, if any, and interest on the 2024 Bonds as the same shall become due. See “SECURITY FOR THE 2024 BONDS” herein and “APPENDIX C-2 — ORIGINAL LEASE AGREEMENT AND FORM OF FIRST AMENDMENT TO LEASE AGREEMENT” hereto.

Pursuant to the Lease Agreement, the Public University has established a “Rental Pledge Account”, into which the Public University is required to deposit or cause to be deposited amounts sufficient to pay the Basic Lease Payments on each May 1 and November 1. The Rental Pledge Account is not part of the Trust Estate.

THE 2024 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE 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 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. THE 2024 BONDS ARE SECURED AND PAYABLE SOLELY FROM THE TRUST ESTATE

(AS DEFINED IN THE INDENTURE) WHICH INCLUDES LEASE PAYMENTS (OTHER THAN ADDITIONAL LEASE PAYMENTS) RECEIVED PURSUANT TO THE LEASE AGREEMENT, AND OTHER AMOUNTS PLEDGED TO THE 2024 BONDS.

Operating and Financial Information Concerning the Public University

As described above, the security of the 2024 Bonds is based on the ability of the Public University to make the Lease Payments under the Lease Agreement. For detailed legal, operational and financial information regarding the Public University, including, but not limited to, a summary of all outstanding debt and other obligations of the Public University (including repayment obligations of the Public University securing other bonds and notes issued on behalf of the Public University), please see “APPENDIX A: INFORMATION REGARDING ROWAN UNIVERSITY” and “APPENDIX B – INDEPENDENT AUDITORS’ REPORT AND FINANCIAL STATEMENTS OF THE PUBLIC UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2023 AND 2022.”

PLAN OF FINANCE

The Refinancing Project consists of currently refunding, with a portion of the proceeds of the 2024 Bonds, together with funds held under the Indenture, the Refunded Bonds.

Pursuant to the plan of refunding for the Refunded Bonds established by the Public University, on May 28, 2024 (the “Redemption Date”) the Refunded Bonds will be called for early redemption at the redemption price of 100% of the principal amount of bond to be redeemed, plus accrued interest to the applicable Redemption Date.

A portion of the proceeds of the 2024 Bonds, together with certain other available funds, will be deposited with the Trustee to make full and timely payment of the principal of, and accrued interest on, the Refunded Bonds on the Redemption Date.

The adequacy of the deposit provided for the Refunded Bonds will be verified by Bowman & Company LLP, Voorhees, New Jersey, certified public accountants (“Verification Agent”), at the time of delivery of the 2024 Bonds.

Concurrently with the issuance of the 2024 Bonds, the Public University plans to cause the Gloucester County Improvement Authority (the “GCIA”) to issue, for the benefit of the Public University, its Loan Revenue Bonds (Rowan University Projects), Series of 2024 (the “2024 GCIA Rowan Bonds”) in the principal amount of \$167,325,000 and its Loan Revenue Notes (Rowan University Student Center Project), Series of 2024 (the “2024 GCIA Rowan Notes” and, together with the 2024 GCIA Rowan Bonds, the “GCIA Rowan Obligations”) in the principal amount of \$25,605,000. The proceeds of the 2024 GCIA Rowan Bonds, together with other funds of the Public University, are being used for the purpose of financing: (i) a portion of the costs of the development and construction of a new, approximately 180,000 square foot, state-of-the art school of veterinary medicine, applied science and clinical faculty; (ii) the costs of the Capital Projects (as hereinafter defined); (iii) capitalized interest on the 2024 GCIA Rowan Bonds; and (iv) the costs of issuance incurred by the GCIA and the Public University in connection with the issuance and sale of the 2024 GCIA Rowan Bonds. “Capital Projects” means, collectively, the following projects undertaken by the Public University: (i) various improvements and upgrades to various student housing facilities; (ii) various renovations, improvements and upgrades to Campbell Library; (iii) the acquisition and renovation of the Glassboro Intermediate School for new administrative and operational space; (iv) the development and construction of one or more new buildings, facilities and other capital improvements for the Public University, together with the acquisition and installation of all equipment necessary therefor or related thereto; and (v) various renovations, improvements, enhancements, repairs and upgrades (including,

but not limited to, additions to existing facilities) to and for various buildings and facilities of the Public University including, but not limited to, Rowan Hall, Chamberlin Student Center, Rowan Student Recreation Center, Bunce Hall and Westby Hall, in each case together with the acquisition and installation of all equipment necessary therefore or related thereto.

The proceeds of the 2024 GCIA Rowan Notes are being used to finance: (i) the payment, on March 1, 2024, of the maturing principal of the GCIA's Loan Revenue Notes (Rowan University Student Center Project), Series 2021 (the "2021 Notes"), which 2021 Notes were issued by the GCIA, on behalf of the Public University, to pay a portion of the costs associated with the development and construction of the Public University's Chamberlin Student Center on the Public University's main campus in Glassboro, New Jersey; (ii) capitalized interest on the 2024 GCIA Rowan Notes; and (iii) the costs and expenses incurred by the GCIA and the Public University in connection with the issuance and sale of the 2024 GCIA Rowan Notes.

The payment of the principal of and interest on the GCIA Rowan Obligations are secured by separate loan agreements between the GCIA and the Public University for the 2024 GCIA Rowan Bonds and 2024 GCIA Rowan Notes, respectively, pursuant to which the Public University has provided its general obligation pledge of payment.

THE GCIA ROWAN OBLIGATIONS ARE THE SUBJECT OF A SEPARATE OFFERING DOCUMENT AND ARE NOT OFFERED FOR SALE BY THIS OFFICIAL STATEMENT.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the 2024 Bonds are expected to be applied as set forth below:

Sources of Funds	2024 Bonds
Principal Amount of 2024 Bonds	\$15,375,000.00
Original Issue Premium	<u>1,507,325.50</u>
Total Sources of Funds	\$16,882,325.50
Uses of Funds	
Currently refund Refunded Bonds	\$16,596,767.25
Costs of Issuance*	<u>285,558.25</u>
Total Uses of Funds	\$16,882,325.50

* Costs of issuance include, among other things, legal fees, trustee fees, underwriter's discount, municipal advisory fees, rating agency fees, bond insurance, accountant's fees, verification fees and printing.

DESCRIPTION OF THE 2024 BONDS

General

The 2024 Bonds will be issued as fully registered bonds without coupons in the denominations of \$5,000 or any integral multiple thereof. The 2024 Bonds will be dated and will bear interest from the date of delivery thereof. Interest will be payable semiannually on June 1 and December 1 of each year (each an

“Interest Payment Date”), commencing June 1, 2024 until maturity or earlier redemption. The 2024 Bonds will bear interest at the interest rates per annum, and will mature on December 1 in each of the years and in the principal amounts shown on the inside front cover page of this Official Statement.

The 2024 Bonds are subject to redemption under certain circumstances as summarized under “DESCRIPTION OF THE 2024 BONDS — Redemption Provisions” herein.

Book-Entry-Only System

The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2024 Bonds, payment of principal, redemption premium, if any, and interest and other payments with respect to the 2024 Bonds to Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in such 2024 Bonds and other related transactions by and among The Depository Trust Company, New York, New York (“DTC”), the Direct Participants and Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the Direct Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but instead confirm the same with DTC or the Direct Participants, as the case may be. Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Authority.

Initially, the 2024 Bonds will be in book-entry form only. Purchasers of the 2024 Bonds will not receive certificates representing their beneficial ownership interests in the 2024 Bonds purchased. DTC will act as the initial securities depository for the 2024 Bonds. The 2024 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2024 Bond certificate will be issued for each maturity of the 2024 Bonds in the respective aggregate principal amount of such maturity as set forth on the inside front cover page hereof, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+.” The DTC rules applicable to the DTC Participants are on file with the Securities and Exchange Commission (the “SEC”). More information about DTC can be found at www.dtcc.com. So long as the 2024 Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the 2024 Bonds.

Purchases of the 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of the 2024 Bonds (the "Beneficial Owner") is in turn to be recorded on the Direct Participants' and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2024 Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2024 Bonds, except in the event that use of the book-entry system for the 2024 Bonds is discontinued.

To facilitate subsequent transfers, all 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of a maturity of the 2024 Bonds is being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal or Redemption Price of and interest with respect to the 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC or its nominee, the Trustee, the Registrar, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or Redemption Price of and interest with respect to the 2024 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority, the Registrar, the Paying Agent, or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2024 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, 2024 Bond certificates are required to be printed and delivered.

In addition, the Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2024 Bond certificates will be printed and delivered to DTC.

So long as Cede & Co. is the registered owner of the 2024 Bonds, as nominee of DTC, references herein to the Bondholders or Registered Owners of the 2024 Bonds (excluding all references thereto under the heading “TAX MATTERS” herein) means Cede & Co., not the Beneficial Owners of the 2024 Bonds.

THE AUTHORITY, THE PUBLIC UNIVERSITY, THE TRUSTEE, THE UNDERWRITER (UNLESS THE UNDERWRITER IS ACTING IN THE CAPACITY AS A DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF DTC), THE REGISTRAR AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC WILL DISTRIBUTE TO ITS DTC PARTICIPANTS OR THAT DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL DISTRIBUTE TO BENEFICIAL OWNERS OF THE 2024 BONDS (1) PAYMENTS OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE 2024 BONDS, OR (2) CONFIRMATION OF OWNERSHIP INTERESTS IN THE 2024 BONDS, OR (3) REDEMPTION OR OTHER NOTICES, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT “RULES” APPLICABLE TO DTC ARE ON FILE WITH THE SEC AND THE CURRENT “PROCEDURES” OF DTC TO BE FOLLOWED IN DEALING WITH ITS DTC PARTICIPANTS ARE ON FILE WITH DTC.

NONE OF THE AUTHORITY, THE PUBLIC UNIVERSITY, THE TRUSTEE, THE UNDERWRITER (UNLESS THE UNDERWRITER IS ACTING IN THE CAPACITY AS A DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF DTC), THE REGISTRAR OR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OF THE 2024 BONDS WITH RESPECT TO: (1) THE 2024 BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ITS NOMINEE, OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC TO ANY DIRECT PARTICIPANT OR BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON ANY 2024 BONDS; (4) THE DELIVERY BY DTC, ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE 2024 BONDS TO BE GIVEN TO THE BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE 2024 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT.

Redemption Provisions

The 2024 Bonds shall be subject to redemption prior to maturity as follows:

Extraordinary Optional Redemption. The 2024 Bonds are subject to redemption prior to maturity at the option of the Authority, upon written direction from the Public University, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, upon written direction from the

Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations) at any time or from time to time to the extent of any insurance or condemnation award deposited in the Debt Service Fund pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, if all or a substantial portion of the Project Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto. The term “Net Proceeds” means, when used with respect to any insurance proceeds or any condemnation award, the amount remaining after deducting all expenses (including attorneys’ fees and disbursements) incurred in the collection of such proceeds or award from the gross proceeds thereof.

Selection of 2024 Bonds to be Redeemed

The 2024 Bonds shall be redeemed only in Authorized Denominations. If less than all of the 2024 Bonds are to be redeemed prior to maturity and in any principal amount within a maturity, such 2024 Bonds shall be called for redemption in any order of maturity as the Authority may designate upon written direction from the Public University. If the 2024 Bonds are registered in book-entry form, and so long as DTC or a successor Securities Depository is the sole Registered Owner of such 2024 Bonds and if fewer than all of such 2024 Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular 2024 Bonds to be redeemed shall be selected on a pro-rata pass-through distribution of principal basis in accordance with DTC procedures; provided that, so long as the 2024 Bonds are held in book-entry form, the selection for redemption of such 2024 Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro-rata pass-through distribution of principal basis, the 2024 Bonds will be selected for redemption in accordance with DTC procedures, by lot; provided that any such redemption must be performed such that all 2024 Bonds remaining Outstanding will be in Authorized Denominations.

If the 2024 Bonds are no longer in registered book-entry form and DTC or a successor Securities Depository is no longer the sole Registered Owner of the 2024 Bonds, if fewer than all of the 2024 Bonds of the same maturity and bearing the same rate of interest are to be redeemed, such 2024 Bonds of the same maturity and bearing such interest rate will be selected on a pro-rata basis within any maturity as shall be selected by the Trustee by lot; provided that any such redemption must be performed such that all 2024 Bonds remaining Outstanding will be in Authorized Denominations.

For purposes of calculating pro-rata pass-through distributions of principal, “pro-rata” means, for any amount of principal or interest to be paid, the application of a fraction to such amounts where (A) the numerator of which is equal to the amount due to the respective registered Owners of the 2024 Bonds on a payment date and (b) the denominator of which is equal to the total original principal amount of the 2024 Bonds.

In the case of a partial redemption of 2024 Bonds when such 2024 Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate 2024 Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2024 Bond is to be selected for redemption,

then upon notice of intention to redeem such portion, the Owner of such 2024 Bond or such Owner's attorney or legal representative shall forthwith present and surrender such 2024 Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof for a new 2024 Bond or 2024 Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2024 Bond. If the Owner of any such 2024 Bond shall fail to present such 2024 Bond to the Trustee for payment and exchange as aforesaid, said 2024 Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

Notice of Redemption

The Trustee shall call 2024 Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days prior to the redemption date of a Written Request of the Authority. Such request shall specify the principal amount of the 2024 Bonds and their maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such 2024 Bonds are to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory sinking fund redemption of 2024 Bonds, and such 2024 Bonds, subject to the exercise by the Authority of its rights under the Indenture, shall be called by the Trustee for redemption pursuant to such mandatory sinking fund redemption requirements without the necessity of any action by the Authority and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Official notice of any such redemption shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the redemption date to each Registered Owner of the series of Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, and such mailing shall be a condition precedent to such redemption.

All official notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Bonds of such series are to be redeemed, the identification number and the respective principal amounts to be redeemed of the 2024 Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Trustee for the payment of Bonds.

Any notice of redemption of any 2024 Bonds pursuant to the Indenture may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the 2024 Bonds or portions thereof which are to be redeemed on that date.

Negotiable Instruments

The 2024 Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the 2024 Bonds.

PUBLIC UNIVERSITY DEBT AND CERTAIN OTHER OBLIGATIONS

The Public University has previously entered into certain loan and lease agreements with each of the Authority, the GCIA and the New Jersey Educational Facilities Authority (“NJEFA”), to secure series of bonds, each as more particularly described in Table I below:

TABLE I

<u>SERIES OUTSTANDING</u>	<u>ISSUER</u>	<u>LOAN OR LEASE AGREEMENT</u>	<u>PRINCIPAL AMOUNT OUTSTANDING AS OF THE DATE OF ISSUANCE OF THE 2024 BONDS</u>	<u>YEAR OF FINAL MATURITY</u>
Revenue Refunding Bonds, Rowan University Issue, Series 2011C	NJEFA	Lease	\$2,245,000	2025
Lease Revenue Refunding Bonds (Rowan School of Osteopathic Medicine Project) Series 2013B (Federally Taxable)	Authority	Lease	14,085,000	2032
Revenue Bonds (Rowan University General Capital Improvement Projects) Series 2015A	GCIA	Loan	34,745,000	2036
Revenue Refunding Bonds (Rowan University Project) Series 2015B	GCIA	Loan	33,900,000	2031
Revenue Bonds (Rowan University Business and Engineering School Projects) Series 2015C	GCIA	Loan	51,550,000	2044
Revenue Refunding Bonds, Rowan University Issue, Series 2016C	NJEFA	Loan	28,485,000	2031
Revenue Refunding Bonds (Rowan University Project) Series 2017A	GCIA	Loan	52,550,000	2033
Revenue Bonds (Rowan University Project) Series 2019A	GCIA	Loan	56,600,000	2048
Revenue Refunding Bonds (Rowan University Project) Series 2020A	Authority	Loan	62,570,000	2035
Loan Revenue Bonds (Rowan University Fossil Park and Student Center Projects), Series 2021	GCIA	Loan	64,780,000	2051
Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024	Authority	Lease	15,375,000	2032
Loan Revenue Bonds (Rowan University Projects), Series 2024	GCIA	Loan	167,325,000	2054
Loan Revenue Notes (Rowan University Student Center Project), Series 2024	GCIA	Loan	25,605,000	2025
Total:			\$609,815,000	

The separate lease and Loan Agreement entered into by and between the Public University and each of the Authority, GCIA and NJEFA, as set forth in Table I above, shall be collectively referred to herein as the “Prior Agreements”. The payment of annual lease payments and loan payments under each of the existing Prior Agreements constitutes a general obligation of the Public University, payable from any legally available moneys of the Public University. See “ANNUAL DEBT SERVICE REQUIREMENTS OF THE 2024 BONDS AND OTHER PUBLIC UNIVERSITY DEBT” (constituting and referred to herein as the “Aggregate Debt Service Table”) herein for a more complete discussion of outstanding indebtedness of the Public University. The Aggregate Debt Service Table sets forth the total payments by the Public University to repay bonds and notes issued on its behalf, including the 2024 Bonds. All such debt service constitutes a general obligation of the Public University payable from any legally available monies of the Public University, and, except for the NJEFA’s Revenue Refunding Bonds and Rowan University Issue, Series 2016C, such obligations are unsecured.

The Public University is not subject to any contractual or legal constraint on the amount of debt or other financial obligations it may incur and each of the Authority, the NJEFA and the GCIA may, from time to time, issue other series of its revenue bonds in addition to the 2024 Bonds, to finance or refinance projects on behalf of the Public University.

In addition to the above, the Authority issued its Revenue Bonds (Health and Sciences Center Parking Facility Project), Series 2019, in the aggregate principal amount of \$32,687,000 (“Parking Facility Bonds”). The Parking Facility Bonds are currently outstanding in the amount of \$30,306,049. The Parking Facility Bonds are secured by certain payments to be made by the Public University and Cooper Health System (“Cooper”), pursuant to certain Parking License Agreements entered into by and between the Authority and each of the Public University and Cooper. The Public University is required to pay a monthly license fee, which began on the date the parking facility commenced business operations in an amount equal to the Public University’s pro rata allocation of debt service on the Parking Facility Bonds, operation and maintenance costs and certain other expenses associated with the parking facility. The payments made by the Public University under its Parking License Agreement constitute a general obligation of the Public University, payable from any legally available moneys of the Public University.

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ANNUAL DEBT SERVICE REQUIREMENTS OF THE 2024 BONDS AND OTHER PUBLIC UNIVERSITY DEBT ⁽¹⁾

The following table sets forth, as of the date of issuance of the 2024 Bonds, for each 12-month period ending on June 30, the amounts required for the payment of the principal of and interest on the Public University's outstanding debt obligations, plus the 2024 Bonds, and the total of such principal and interest.

Year Ending June 30 ⁽²⁾	Debt Service on NJEFA Bonds ⁽³⁾	Debt Service on CCIA Bonds ⁽⁴⁾	Debt Service on GCIA Bonds ⁽⁵⁾	Debt Service on State Supported Obligations ⁽⁶⁾	Long-Term Lease Obligations & Direct Placements ⁽⁷⁾	Debt Service on the 2024 Bonds		Total Debt Service ⁽⁸⁾
						Principal	Interest	
2024	\$7,567,425	\$5,886,617	\$9,540,066	\$215,799	\$10,379,988	-	\$196,458	\$33,786,353
2025	7,291,900	8,969,771	27,313,306	1,591,759	10,726,097	\$1,485,000	731,625	58,109,457
2026	6,831,175	8,954,724	31,533,306	1,591,789	11,083,531	1,555,000	655,625	62,205,150
2027	9,076,175	8,838,938	31,559,306	1,591,576	11,451,592	1,690,000	574,500	64,782,087
2028	998,925	8,822,365	34,559,681	1,591,570	11,829,578	1,770,000	488,000	60,060,119
2029	1,001,550	8,816,567	34,490,931	1,591,473	12,221,732	1,860,000	397,250	60,379,503
2030	998,550	8,805,786	33,236,356	1,591,426	12,627,272	1,955,000	301,875	59,516,266
2031	451,550	8,804,014	30,411,294	1,591,613	13,095,300	2,050,000	201,750	56,605,520
2032	-	8,785,493	28,510,625	1,349,908	13,593,575	2,150,000	96,750	54,486,351
2033	-	10,640,695	27,094,600	1,093,504	14,110,697	860,000	21,500	53,820,996
2034	-	7,011,250	31,133,431	1,093,444	14,645,547	-	-	53,883,672
2035	-	6,998,250	29,741,088	418,288	15,196,946	-	-	52,354,571
2036	-	-	32,781,413	418,276	15,773,774	-	-	48,973,463
2037	-	-	32,013,850	418,218	16,369,631	-	-	48,801,699
2038	-	-	30,580,300	-	16,973,257	-	-	47,553,557
2039	-	-	29,556,150	-	17,603,672	-	-	47,159,822
2040	-	-	28,879,350	-	18,254,278	-	-	47,133,628
2041	-	-	27,797,850	-	18,938,674	-	-	46,736,524
2042	-	-	28,313,200	-	17,009,982	-	-	45,323,182
2043	-	-	29,611,550	-	-	-	-	29,611,550
2044	-	-	29,613,350	-	-	-	-	29,613,350
2045	-	-	21,810,900	-	-	-	-	21,810,900
2046	-	-	21,813,000	-	-	-	-	21,813,000
2047	-	-	21,813,650	-	-	-	-	21,813,650
2048	-	-	21,806,450	-	-	-	-	21,806,450
2049	-	-	17,595,250	-	-	-	-	17,595,250
2050	-	-	17,596,550	-	-	-	-	17,596,550
2051	-	-	17,596,950	-	-	-	-	17,596,950
2052	-	-	13,145,000	-	-	-	-	13,145,000
2053	-	-	13,147,250	-	-	-	-	13,147,250
2054	-	-	13,146,000	-	-	-	-	13,146,000
	\$34,217,250	\$101,334,470	\$797,742,003	\$16,148,643	\$271,885,120	\$15,375,000	\$3,665,333	\$1,240,367,818

(1) Debt service as of the date of issuance of the 2024 Bonds. Totals may not add due to rounding.

(2) Includes principal and interest to be paid on July 1 following each period.

(3) Includes NJEFA Bonds as follows: (a) the 2011 C Bonds and (b) the 2016 C Bonds.

(4) Includes CCIA Bonds as follows: (a) the 2013 B Bonds (b) the 2020 A Bonds and (c) the 2020 B Bonds.

(5) Includes GCIA Bonds as follows: (a) the 2015 A Bonds (b) the 2015 B Bonds (c) the 2015 C Bonds (d) the 2017 A Bonds (e) the 2019 Bonds (f) the 2021 Bonds and (g) the 2024 GCIA Rowan Bonds. Debt service on the 2024 GCIA Rowan Bonds is net of capitalized interest through January 1, 2025. The 2024 GCIA Rowan Notes maturing on February 27, 2025 in the amount of \$25,605,000 are not included in debt service as they are expected to be permanently financed either through loans provided by the United States Department of Agriculture and/or GCIA bonds.

(6) The Public University has received funds through various NJEFA state supported programs that include the Higher Education Capital Improvement Fund Program ("Capital Improvement Fund"), Dormitory Safety Trust Program and the Higher Education Equipment Leasing Fund Program ("Equipment Leasing Fund"). The Public University's portion of debt service through the NJEFA state supported programs include the Capital Improvement Fund, Series 2002 A, Series 2014 A, Series 2016A and Series 2016B; and the Equipment Leasing Fund, Series 2014 A and Series 2023 A.

(7) Includes rent paid by the Public University under lease agreements with various entities. Includes Private Placement Debt.

(8) Does not include the NJEDA Revenue Bonds (Provident Group – Rowan Properties L.L.C. – Rowan University Student Housing Project) Series 2015 A and B since the debt service payments thereunder are non-recourse to the Public University.

SECURITY FOR THE 2024 BONDS

General

The 2024 Bonds are special, limited obligations of the Authority payable solely from the Trust Estate which includes Lease Payments (other than Additional Lease Payments) received by the Authority from the Public University under the Lease Agreement, and other amounts pledged to the 2024 Bonds. “Trust Estate” is defined in the Indenture to mean: (i) all right, title and interest of the Authority in, to and under the Lease Agreement, pledged by the Public University thereunder to the extent provided in the Lease Agreement, and all payments received or receivable by the Authority from the Public University under the Lease Agreement (but excluding the Authority’s rights to payment of its fees and expenses, to indemnification and as otherwise expressly set forth in the Lease Agreement); (ii) all moneys and securities from time to time held by the Trustee under the terms of the Indenture, including but not limited to those amounts held in the Debt Service Fund (except moneys and securities held in the Rebate Fund and the Additional Lease Payments Fund); and (iii) any and all other property (real, personal or mixed) of every kind and nature from time to time thereafter by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Authority or by anyone on its behalf or with its written consent, to the Trustee, which is authorized pursuant to the Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms thereof.

THE 2024 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE 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 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. THE 2024 BONDS ARE SECURED AND PAYABLE SOLELY FROM THE TRUST ESTATE WHICH INCLUDES LEASE PAYMENTS (OTHER THAN ADDITIONAL LEASE PAYMENTS) RECEIVED PURSUANT TO THE LEASE AGREEMENT, AND OTHER AMOUNTS PLEDGED TO THE 2024 BONDS.

Payments Under the Lease Agreement

Pursuant to the Lease Agreement, the Public University agrees to pay to the Authority the Basic Lease Payments (as defined therein) and certain Additional Lease Payments (as defined therein) for the use and occupancy of the Project Facilities (as defined therein). The Basic Lease Payments and the Additional Lease Payments shall be in amounts sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts required by the Indenture and to make payments of principal of, redemption premium, if any, and interest on the 2024 Bonds as the same become due. The Public University is required to make the Basic Lease Payments on May 1 and November 1 of each year commencing on May 1, 2024. See “APPENDIX C-2 — ORIGINAL LEASE AGREEMENT AND FORM OF FIRST AMENDMENT TO LEASE AGREEMENT” hereto for a more complete description.

The Public University has agreed that its obligation to make the payments required under the Lease Agreement, including the Basic Lease Payments, shall constitute an unsecured general obligation of the Public University, payable from any legally available funds of the Public University.

Insurance and Certain Remedies

The proceeds of any casualty insurance and condemnation awards payable to the Public University or to the Authority in respect of the Project Facilities (i) may be applied or cause to be applied by the

Authority to the repair and replacement of the damaged portions of the Project Facilities, (ii) may be deposited by the Authority with the Trustee for payment into the Debt Service Fund, relating to the Project Facilities, accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to the Lease Agreement, or (iii) if there is substantial damage to the Project Facilities rendering such project, in the opinion of the Authority, unsuitable for use for its intended purposes, deposited by the Authority, with the consent of the Public University, in the Debt Service Fund to be applied to the “extraordinary optional redemption” of the 2024 Bonds as provided in the Indenture. See “APPENDIX C-1 — ORIGINAL TRUST INDENTURE AND FORM OF FIRST SUPPLEMENTAL INDENTURE” and “APPENDIX C-2 — ORIGINAL LEASE AGREEMENT AND FORM OF FIRST AMENDMENT TO LEASE AGREEMENT” hereto.

BOND INSURANCE

Bond Insurance Policy

Concurrently with the issuance of the 2024 Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy for the 2024 Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the 2024 Bonds when due as set forth in the form of the Policy included as Appendix F to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Build America Mutual Assurance Company

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure municipal bonds, as defined in Section 6901 of the New York Insurance Law, which are most often issued by states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM’s financial strength is rated “AA/Stable” by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects S&P’s current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the 2024 Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the 2024 Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the 2024 Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with

the terms of the Policy), and BAM does not guarantee the market price or liquidity of the 2024 Bonds, nor does it guarantee that the rating on the 2024 Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of December 31, 2023 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$500.0 million, \$230.7 million and \$269.3 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the 2024 Bonds or the advisability of investing in the 2024 Bonds. In addition, BAM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding BAM, supplied by BAM and presented under the heading "BOND INSURANCE".

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit

Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the 2024 Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the 2024 Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the 2024 Bonds, whether at the initial offering or otherwise.

BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made by the Public University with respect to the 2024 Bonds. Such discussion is not, and is not intended to be, exhaustive and should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the 2024 Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described herein.

General

The 2024 Bonds are special and limited obligations of the Authority and are payable solely from payments made pursuant to the Lease Agreement and from certain funds held by the Trustee pursuant to the Indenture. No representation or assurance can be given to the effect that the Public University will generate sufficient revenues to meet the Public University's payment obligations under the Lease Agreement. Future legislation, regulatory actions, economic conditions, changes in the number of students in attendance at the Public University, changes in the level of the State's appropriation, inability to achieve fund-raising goals, changes in the level of grants and contracts or other factors could adversely affect the Public University's ability to generate such revenues. Neither the Underwriter nor the Authority has made any independent investigation to the extent, if any, to which any such factors will have an adverse impact on the revenues of the Public University.

Covenant to Maintain Tax-Exempt Status of the 2024 Bonds

The tax-exempt status of the 2024 Bonds is based on the continued compliance by the Authority and the Public University with certain covenants contained in the Indenture, the Lease Agreement, and certain other documents executed by the Authority and the Public University. These covenants relate generally to restrictions on use of facilities financed with proceeds of the 2024 Bonds, arbitrage limitations, rebate of certain excess investment earnings to the federal government and restrictions on the amount of issuance costs financed with the proceeds of the 2024 Bonds. Failure to comply with such covenants could cause interest on the 2024 Bonds to become subject to federal income taxation retroactive to the date of issuance of the 2024 Bonds.

Tax Law Proposals

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax-exempt treatment of interest on certain qualified private activity bonds, could significantly change the individual and corporate income tax rates, could eliminate the alternative minimum tax for individuals and corporations, and could affect the market value of the 2024 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Further, any reduction or elimination of the tax exempt status of qualified private activity

bonds could have an adverse effect on the Public University's ability to access the capital markets to finance future needs by reducing market demand for such obligations or materially increasing the Public University's borrowing costs.

Changes in Laws

The information presented in this Official Statement is based on the laws and regulations of the United States of America and the State and related court and administrative law decisions in effect as of the date of this Official Statement (collectively, the "Laws"). In addition, the opinions delivered in connection with the issuance of the 2024 Bonds are based on the Laws. No assurance can be given as to the impact, if any, future events, regulations, legislation, court decisions or administrative decisions may have with respect to the Laws or that any or all of the Laws will remain in effect during the entire terms of the 2024 Bonds.

Enforceability of and Realization Under Remedies

The remedies available to Bondholders upon an Event of Default under the Indenture, or the Lease Agreement are in many respects dependent upon judicial action which is subject to discretion or delay. Under existing law and judicial decisions, including specifically the Bankruptcy Code, the remedies specified in the Indenture and the Lease Agreement may not be readily available or may be limited. A court may decide not to order specific performance.

The various legal opinions to be delivered concurrently with the original delivery of the 2024 Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws or legal or equitable principles affecting creditors' rights.

Suitability of Investment – Marketability

An investment in the 2024 Bonds involves a certain degree of risk and the 2024 Bonds are not suitable investments for all persons. Prospective purchasers should be able to evaluate the risks and merits of an investment in the 2024 Bonds before considering such a purchase.

It is expected that the Underwriter will engage in secondary market transactions with respect to the 2024 Bonds. However, the Underwriter are not obligated to repurchase 2024 Bonds from any holder thereof. There is no assurance that a secondary market for the 2024 Bonds will develop or that Bondholders who wish to sell 2024 Bonds prior to the stated maturity will be able to do so.

Enrollment

The Public University's student enrollment is a very important element in its financial performance. Although the Public University believes that such factors as the ratio of the number of applications received to available places, the number of accepted students who enroll, the academic qualifications of admitted students, the effectiveness of the Public University's student recruitment efforts and general demographic trends, in addition to the strength of its academic programs, faculty and facilities, may cause the demand for its educational programs to remain stable or increase, no assurance can be given that it will do so. A significant decrease in the Public University's enrollment could adversely affect the Public University's financial position and results of operations.

Financial Aid

A significant percentage of the Public University's students receive financial support in the form of federally supported loans and scholarships and grants from the Public University. There can be no assurance that the amount of federally supported loans or other financial aid will remain stable or increase in the future. If the amount of such loans or other financial aid decreases in the future, there can be no assurance that the Public University will be able to increase the amount of financial aid provided by it. Any reduction in the availability of financial aid would likely adversely affect the Public University's enrollment. Any significant decrease in enrollment could adversely affect the Public University's financial position and results of operations.

Competition

There are a wide variety of small, medium and large colleges and universities located in the State and throughout the United States with which the Public University competes for students and that may prove attractive to students considering attending the Public University. Increased competition for the limited number of qualified students by other educational institutions, some of which may have greater resources than the Public University and which may offer comparable programs at lower prices, could adversely affect the ability of the Public University to maintain or increase enrollment, or could adversely affect the ability of the Public University to attract qualified faculty and other staff.

Tuition

A portion of the Public University's operating revenues is provided through tuition and related fees. Although the Public University in the past has been able to raise tuition and related fees without adversely affecting enrollment, there can be no assurance that it will continue to be able to do so in the future. Future tuition increases could adversely affect enrollment, which could adversely affect the Public University's financial position and results of operations. Additionally, increases in tuition have not always, and may not in the future, result in increased net revenues for the Public University, because the increase in discounts in the form of scholarships and grants that must be given to attract qualified students may more than offset the increase in tuition.

Gifts, Grants and Bequests

The Public University annually solicits gifts and bequests for both current operating purposes and other needs. In addition, the Public University receives various grants from private foundations and from agencies of the federal government. There can be no assurance that the amount of gifts, grants and bequests received by the Public University will remain stable or will not decrease in the future.

Risks as Employer

The Public University is a large employer, combining a complex mix of full-time faculty, part-time faculty, administrative, technical and clerical support staff, executive officers and other professional staff and other types of workers in a single operation. As with all large employers, the Public University bears a wide variety of risks in connection with its employees. These risks include discrimination claims, personal tort actions, work-related injuries, exposure to hazardous materials, interpersonal torts (such as between employees or between employees and students) and other risks that may flow from the relationships between employer and employee or between students and employees. Certain of these risks are not covered by insurance, and certain of them cannot be anticipated or prevented in advance.

Cybersecurity Risk

In the course of its operations, the Public University collects and stores personally identifiable information, including, but not limited to, social security numbers, educational records and financial information. The Public University also develops, maintains and/or stores, as applicable, intellectual property such as research data.

Like all institutions of higher education, the Public University could be subject to cyber intrusion through hacking, malware and/or email scams. Cyber intrusion could lead to (i) data breaches requiring breach notification, (ii) denial of service (e.g., network, system, application or data), (iii) loss of intellectual property and data, (iv) harm to the Public University's brand or reputation, (v) life/health safety impacts and/or (vi) financial loss. The Public University takes steps to prevent, detect and respond to cyber intrusion. However, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently, or may be disguised or difficult to detect, or may be designed to remain dormant until a triggering event occurs, the Public University may be unable to anticipate these techniques or implement adequate preventative measures. In addition, no assurance can be given that the insurance coverages maintained by the Public University would be sufficient to cover all losses and liability resulting from data breaches or other cyber events.

Risks Not Covered By Insurance

Although the Public University maintains a program of insurance to protect against certain operating and other risks, not all risks are insured or insurable (for example, losses as a result of certain litigation), and disputes may develop over insured risks. In addition, there can be no assurance that such insurance coverage will be available in the future at all or on commercially reasonable terms or at commercially reasonable rates. If certain operating risks occur, or if there is a total or partial loss of some or all Public University facilities, there can be no assurance that the proceeds of the applicable insurance policies will be adequate to cover lost revenues, increased expenses, or the cost of repair or replacement. Any of the foregoing events could materially adversely affect the Public University's financial condition.

Public Health Emergencies

Although the global pandemic known as "COVID-19" has abated, there can be no assurance that a future outbreak of COVID-19 or a similar public health emergency may not occur in the future. If and to the extent that any such public health emergency occurs, no assurances can be given as to the economic or operational effects of such public health emergency on the Public University and its enrollment or operations. Any such future public health emergency could materially adversely affect the Public University's financial condition.

Other Risk Factors

In the future, the following factors, among others, may adversely affect the revenues or operations of the Public University to an extent that cannot be determined at this time.

- (i) Changes in the demand for higher education in general or for programs offered by the Public University in particular.
- (ii) A decline in the demographic pool of candidates who may elect to attend the Public University.
- (iii) Loss of accreditation for the Public University or key academic programs.

- (iv) Higher interest rates, which could strain cash flow or prevent borrowing for needed capital expenditures or working capital purposes.
- (v) Increasing costs of compliance with governmental regulations, including accommodations for handicapped or special needs students, and costs of compliance with the changes in such regulations.
- (vi) Increased costs and/or decreased availability of student loan funding and other financial aid.
- (vii) Increased costs and decreased availability of public liability insurance.
- (viii) Employee strikes and other adverse labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs.
- (ix) Changes in management, personnel or the administration of the Public University, or in the Public University's strategic focus.
- (x) Cost and availability of energy.
- (xi) An increase in the costs of health care benefits, retirement plans, or other benefit packages offered by the Public University to its employees.
- (xii) The occurrence of natural disasters, including floods, hurricanes and similar events, which might damage the facilities of the Public University, interrupt service to such facilities or otherwise impair the operation and ability of such facilities to produce revenue.
- (xiii) The occurrence of health emergencies and related crises management and containment issues arising from unforeseen large-scale outbreaks of transmittable diseases and other contagions affecting students, faculty, staff and campus visitors which may impair the ability of the Public University to enroll and retain students, operate its facilities and produce revenues.
- (xiv) Reduced future University net revenues as a result of a need to increase tuition discounting to attract students.
- (xv) Reduced ability to attract future annual operating contributions or capital campaign contributions, that may limit future projects or the ability to address deferred maintenance and/or the support of expenses related to faculty salaries, tuition discounting or additional programs.
- (xvi) An inability to retain students, resulting in enrollment losses and reduced revenues.
- (xvii) Deterioration in the credit or securities markets generally, decreases in market valuations of Public University endowment or other investments, or adverse performance results in specific investments which the Public University has made.
- (xviii) Reduced ability to attract future annual or capital campaign contributions, that may limit future projects and/or the ability to address deferred maintenance.
- (xix) Withdrawal of any current exemptions from local real estate taxes, business privilege taxes and similar impositions.

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

Creation and Powers

The Authority is a public body corporate and politic of the State and was created by a resolution of the County pursuant to the Act.

The Authority has broad powers under the Act including, among others, the following: to sue and be sued; to enter into leases and contracts; to acquire property by any lawful means, including the exercise of the power of eminent domain; to hold, operate and administer its property; to issue its negotiable bonds and to secure their payment and the rights of holders thereof under a bond resolution; to enter into contracts; to charge and collect charges for use of its facilities and to revise such charges which the Act requires to be charged such that the revenues of the Authority will at all times be adequate to pay all administrative expenses, to pay punctually the principal of and interest on any bonds, to maintain reserves and sinking funds therefor, as may be required by the terms of any contracts with Bondholders, and to make and enforce rules and regulations for the management of its business and affairs.

The Authority was established for, among other purposes, the purpose of providing for the construction of public buildings, transportation facilities, the acquisition of equipment and the acquisition of property owned by the federal government. Subsequent amendments to the Act permit the Authority to provide for the construction of convention halls, solid waste disposal facilities, recreation/entertainment centers, and low and moderate income housing, to plan, initiate and carry out redevelopment projects and to provide financing on behalf of certain non-profit entities.

Management

The governing body of the Authority consists of five members appointed by the Board. The Authority's staff is supervised by the Executive Director who also serves as the Secretary of the Authority. The present members of the governing body of the Authority, the expiration dates of their terms as members and their offices are as follows:

<u>Name</u>	<u>Office</u>	<u>Expiration of Term</u>
Linda M. Rohrer	Chairperson	January 31, 2028
Joseph P. Schooley	Vice Chairperson	January 31, 2026
William W. Spearman	Member	January 31, 2027
Reginald C. Stevenson	Member	January 31, 2024
Shane Tait	Member	January 31, 2025

The Authority's mailing address is 520 Market Street, 6th Floor, Camden, New Jersey 08102.

TAX MATTERS

Federal

In the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority, assuming continuing compliance by the Authority and the Public University with their respective tax covenants described below, under existing law, interest on the 2024 Bonds is not included for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and will not constitute a tax preference item for purposes of the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted

financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the “dividend equivalent amount” for the taxable year. Interest on the 2024 Bonds received or accrued by a foreign corporation subject to the branch profits tax is included in computing the “dividend equivalent amount” of such corporation.

In addition, passive investment income, including interest on the 2024 Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In rendering its opinion, Bond Counsel has assumed continuing compliance by: (i) the Authority with the covenants contained in the Indenture, the Lease Agreement and in the Joint Tax Certificate (“Tax Certificate”) delivered by the Authority and the Public University upon the delivery of the 2024 Bonds; and (ii) the Public University with the covenants contained in the Lease Agreement and the Tax Certificate, that each will comply with the applicable requirements of the Code. These covenants relate to, *inter alia*, the use and investment of proceeds of the 2024 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the Authority or the Public University to comply with such covenants could result in the interest on the 2024 Bonds being subject to federal income tax retroactive to the date of issue. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the 2024 Bonds that may affect the tax-exempt status of the interest thereon.

Ownership of the 2024 Bonds may result in collateral federal income tax consequences to certain taxpayers including, without limitation, financial institutions, holders of an interest in a financial asset securitization investment trust, controlled foreign corporations, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals who otherwise qualify for the earned income credit and to individuals and families that qualify for a premium assistance credit under Section 36B of the Code. The Code denies the earned income credit to an individual who is otherwise eligible if the aggregate amount of disqualified income of the taxpayer for the taxable year exceeds certain limits set forth in Sections 32(i) and (j) of the Code. Interest on the 2024 Bonds constitutes disqualified income for this purpose. The Code also provides that the earned income credit is phased out if the modified adjusted gross income of the taxpayer exceeds certain amounts. Interest on the 2024 Bonds is included in determining the modified adjusted gross income of the taxpayer. Section 36B of the Code provides that the amount of the premium assistance credit is in part determined by the household income. Section 36B(d) of the Code provides that household income consists of the modified adjusted gross income of the taxpayer and certain other individuals. Modified adjusted gross income means adjusted gross income increased by certain amounts, including interest received or accrued by the taxpayer which is exempt from tax, such as the interest on the 2024 Bonds.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. The 2024 Bonds are *not* “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Owners of the 2024 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the branch profits tax and the tax on passive

investment income of S corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

New Jersey

Bond Counsel is also of the opinion that interest on the 2024 Bonds and any gain from the sale thereof are not included in the gross income of the owners thereof under the New Jersey Gross Income Tax Act, as presently enacted and construed.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the United States Congress and in New Jersey that, if enacted, could alter or amend the Federal and State tax matters referred to above or adversely affect the market value or marketability of the 2024 Bonds. It cannot be predicted whether or in what form any such proposals might be enacted or whether, if enacted, it would apply to obligations issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the 2024 Bonds.

PROSPECTIVE PURCHASERS OF THE 2024 BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS REGARDING ANY FEDERAL AND STATE INCOME TAX LEGISLATION, WHETHER CURRENTLY PENDING OR PROPOSED, REGULATORY INITIATIVES OR LITIGATION. THE OPINIONS EXPRESSED BY BOND COUNSEL ARE BASED UPON EXISTING LEGISLATION AND REGULATIONS AS INTERPRETED BY RELEVANT JUDICIAL AND REGULATORY AUTHORITIES AS OF THE DATE OF ISSUANCE AND DELIVERY OF THE 2024 BONDS AND BOND COUNSEL HAS EXPRESSED NO OPINION AS OF ANY DATE SUBSEQUENT THERETO OR WITH RESPECT TO ANY PENDING LEGISLATION, REGULATORY INITIATIVES OR LITIGATION.

CONTINUING DISCLOSURE

Consistent with the requirements of Rule 15c2-12 (“Rule”) of the Securities Exchange Act of 1934, as amended and supplemented, on the date of delivery of the 2024 Bonds, the Public University will enter into a Disclosure Dissemination Agent Agreement (“Continuing Disclosure Agreement”) with Digital Assurance Certification, L.L.C., as dissemination agent, a form of which is attached hereto as APPENDIX D, for the benefit of the holders of the 2024 Bonds pursuant to which the Public University will agree to comply on a continual basis with the disclosure requirements of Rule 15c2-12. Specifically, the Public University will covenant in the Continuing Disclosure Agreement to provide certain financial information and operating data relating to the Public University (“Annual Report”), and to provide notices of the occurrence of certain enumerated events. The financial information to be provided in each Annual Report generally will be consistent with the information set forth in “APPENDIX B – INDEPENDENT AUDITORS’ REPORT AND AUDITED FINANCIAL STATEMENTS OF THE PUBLIC UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2023 AND 2022” hereto. The operating data to be provided in each Annual Report will be the financial and statistical information set forth in “APPENDIX A – INFORMATION REGARDING ROWAN UNIVERSITY” hereto. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is set forth in the Continuing Disclosure Agreement.

The Annual Report will be provided for each fiscal year of the Public University commencing with the fiscal year ended June 30, 2024. The Annual Report will be filed, or caused to be filed, by the Public University with the Municipal Securities Rulemaking Board (“MSRB”) in electronic format as prescribed

by the MSRB on the MSRB's Electronic Municipal Market Access system ("EMMA") found at <http://emma.msrb.org>. Audited financial statements of the Public University will be provided to the MSRB, via EMMA, when available.

The Public University has entered into previous undertakings in respect of various other bond issues. In connection with certain of such bond issues, the Public University failed to timely file a material event notice with respect to the Parking License Agreement entered into by and between the Authority and the Public University dated as of May 1, 2019, wherein the Public University agreed to pay a monthly license fee beginning on the date the parking facility commences business operations, which has not yet occurred. The Public University filed the material event notice with respect to the above on July 8, 2020. The Public University has entered into an agreement with Digital Assurance Certification, L.L.C. to ensure timely filing on a going-forward basis.

PLEDGE OF THE STATE NOT TO LIMIT POWERS OF THE AUTHORITY OR RIGHTS OF BONDHOLDERS

The Act sets forth the pledge and agreement that the State will not limit or alter the rights vested by the Act in the authorities organized thereunder to perform and fulfill the terms of any agreement made with holders of obligations of authorities, or in any way impair the rights and remedies of such holders, until such obligations, together with interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceedings by or on behalf of such holders, are fully met and discharged.

NEGOTIABILITY OF THE 2024 BONDS

Section 24 of the Act, N.J.S.A. 40:37A-67, provides that any bond or obligation issued pursuant to the Act shall be fully negotiable within the meaning and for all purposes of the negotiable instruments law of the State and each holder or owner of such bond or other obligation, or of any coupon appurtenant thereto, by accepting such bond or coupon shall be conclusively deemed to have agreed that such bond, obligation or coupon is and shall be fully negotiable within the meaning and for all purposes of said negotiable instruments law.

THE 2024 BONDS NOT A DEBT OR LIABILITY OF THE STATE

The 2024 Bonds shall not in any way be a debt or liability of the State or any political subdivision thereof or create or constitute any indebtedness, liability or obligation of the State or any political subdivision thereof other than the obligations of the Authority, which has no taxing power, the obligation of which is limited to the pledge of the Trust Estate.

MUNICIPAL BANKRUPTCY

The undertakings of the Authority and the Public University should be considered with reference to Chapter 9 of the United States Bankruptcy Code ("Bankruptcy Code"), 11 U.S.C. §§901 to 946. Under Chapter 9 of the Bankruptcy Code, a municipality, which is a political subdivision or public agency or instrumentality of the State, that is insolvent or unable to meet its debts may file a petition in a United States Bankruptcy Court ("Bankruptcy Court") to adjust the debts of the municipality, provided that the municipality is authorized to file a Chapter 9 bankruptcy petition by state law or by a governmental officer or organization empowered by state law to authorize the municipality to be a Chapter 9 debtor. Chapter 9 of the Bankruptcy Code does not permit the municipality to liquidate its assets and distribute the proceeds of its assets to its creditors. Chapter 9 of the Bankruptcy Code permits a financially distressed municipality to seek protection from its creditors by staying the commencement or continuation of certain actions against

the municipality while it formulates and negotiates a plan of adjustment of its debts which can be binding on a dissenting minority of creditors if it is acceptable to the majority of creditors. Should the Authority or the Public University file a petition in the Bankruptcy Court under Chapter 9 of the Bankruptcy Code prior to the payment in full of the principal of and interest on the 2024 Bonds, the Holders of the 2024 Bonds would be considered creditors and would be bound by the municipality's plan of adjustment of its debts.

Reference should also be made to N.J.S.A. 52:27-40 et seq. which provides that any "political subdivision" of the State as defined therein, which includes the Authority and the Public University, has the power to file a petition with the Bankruptcy Court under Chapter 9 of the Bankruptcy Code provided the "political subdivision" has obtained the approval of the Local Finance Board. Section 903 of the Bankruptcy Code, 11 U.S.C. §903, specifically provides that Chapter 9 of the Bankruptcy Code does not limit or impair the power of a state to control, by legislation or otherwise, a municipality of or in such state in the exercise of the political or governmental powers of such municipality; provided, however, that a state law prescribing a method of composition of indebtedness of the municipality may not bind any creditor that does not consent to such composition and that a judgment entered under such state law may not bind a creditor that does not consent to such composition.

THE ABOVE REFERENCES TO THE BANKRUPTCY CODE ARE NOT TO BE CONSTRUED AS AN INDICATION THAT THE AUTHORITY OR THE PUBLIC UNIVERSITY EXPECTS TO RESORT TO THE PROVISIONS OF SUCH BANKRUPTCY CODE OR THAT, IF IT DID, SUCH ACTION WOULD BE APPROVED BY THE LOCAL FINANCE BOARD, OR THAT ANY PROPOSED PLAN WOULD INCLUDE A DILUTION OF THE SOURCES OF PAYMENT OF AND SECURITY FOR THE 2024 BONDS.

APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and the issuance by the Authority of the 2024 Bonds are subject to the approval of certain legal matters by Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed on for the Authority by its counsel, Maressa Patterson LLC, Berlin, New Jersey, for the Public University by Melissa Wheatcroft, Esquire, General Counsel to the Public University, and by Gibbons, P.C., Newark, New Jersey, special counsel to the Public University, and for the Underwriter by its counsel, Stradley Ronon Stevens & Young, LLP, Philadelphia, Pennsylvania.

The various legal opinions and/or certifications to be delivered concurrently with the delivery of the 2024 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion and/or certification, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction. Nor does the rendering of an opinion and/or certification guarantee the outcome of any legal dispute that may arise out of the transaction.

LEGALITY FOR INVESTMENT

The Act provides that: (i) the State and all public officers, municipalities, counties, political subdivisions and public bodies and agencies thereof; (ii) all banks, trust companies, savings banks and institutions, building and loan associations, savings and loan associations, investment companies and other persons carrying on a banking business; (iii) all insurance companies, insurance associations and other persons carrying on an insurance business; and (iv) all executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest any sinking funds, moneys or other funds belonging to them or within their control in the obligations of authorities organized thereunder, including the 2024 Bonds, and that such obligations are authorized security for any and all public deposits.

RATINGS

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "A2" to the 2024 Bonds, and S&P Global Ratings, acting through Standard & Poor's Financial Services LLC ("S&P"), has assigned a rating of "A" to the 2024 Bonds, based upon the credit of the Public University. S&P is also expected to assign a rating of "AA" to the 2024 Bonds conditioned upon the issuance of the Policy by BAM for the 2024 Bonds.

An explanation of the significance of such ratings for the 2024 Bonds may be obtained from Moody's and S&P, as applicable.

The ratings of the 2024 Bonds reflect only the respective views of Moody's and S&P and neither the Public University nor the Authority make any representations as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both of such rating companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2024 Bonds.

UNDERWRITING

The 2024 Bonds are being purchased from the Authority by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). Pursuant to a Bond Purchase Agreement ("Purchase Agreement"), the Underwriter has agreed to purchase the 2024 Bonds at an aggregate purchase price of \$16,822,076.25 (representing the aggregate principal amount of the 2024 Bonds less an underwriting discount of \$60,249.25 and plus original issue premium of \$1,507,325.50).

The Purchase Agreement provides that the Underwriter will purchase all of the 2024 Bonds if any 2024 Bonds are purchased. However, the obligation to make such purchase is subject to certain terms and conditions set forth in the Purchase Agreement, to the approval of certain legal matters by counsel and to certain other conditions. The initial public offering price may be changed from time to time by the Underwriter.

The Bond Purchase Agreement provides that the Underwriter may offer and sell the 2024 Bonds to certain dealers (including dealers depositing such 2024 Bonds into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) and others at prices lower than the public offering prices stated on the inside front cover page of this Official Statement.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, that may include securities trading, commercial and investment banking, municipal advisory, brokerage and asset management. In the ordinary course of business, the Underwriter and its affiliates may actively trade debt and if applicable equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Public University or the Authority. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Public University or Authority. The Underwriter does not make a market in credit default swaps with respect to municipal securities at this time but may do so in the future.

MUNICIPAL ADVISOR

Acacia Financial Group, Inc., Marlton, New Jersey, has served as municipal advisor (the “Municipal Advisor”) to the Public University and the Authority with respect to this transaction. The Municipal Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and the Appendices hereto. The Municipal Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The Verification Agent will independently verify the mathematical accuracy of the certain computations provided by the Underwriter regarding the adequacy of the cash deposit to make full and timely payment of the principal of, and accrued interest on, the Refunded Bonds on the Redemption Date.

The report of the Verification Agent will include the statement that the scope of the engagement was limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it and that it has no obligation to update its report because of events occurring, or data or information coming to their attention, subsequent to the date of its report.

LITIGATION

The Authority

There is no litigation pending or, to the knowledge of the Authority, threatened, seeking to restrain or enjoin the issuance or delivery of the 2024 Bonds or questioning or affecting the validity of the 2024 Bonds or the proceedings or authority under which the 2024 Bonds are to be issued. There is no litigation pending or, to the Authority’s knowledge, threatened, which in any manner questions the right of the Authority to adopt the Resolution, to enter into the Indenture, the Ground Lease or the Lease Agreement or to secure the 2024 Bonds in the manner herein described.

The Public University

There is no litigation pending or, to the knowledge of the Public University, threatened, contesting the Project Facilities (as defined in the Lease Agreement), the Public University’s ability to enter into the Ground Lease, the Lease Agreement or the Continuing Disclosure Agreement or the validity of the 2024 Bonds or the ability of the Public University to perform its obligations under the Ground Lease, the Lease Agreement or the Continuing Disclosure Agreement, nor is there any litigation pending or, to the knowledge of the Public University, threatened, which, if adversely determined, would materially adversely affect the financial condition or operation of the Public University, the transactions contemplated by this Official Statement or the validity of the 2024 Bonds, the Ground Lease or the Lease Agreement.

INDEPENDENT AUDITORS

The basic financial statements of the Public University as of and for the fiscal years ended June 30, 2023 and 2022, included in APPENDIX B to this Official Statement, have been audited by KPMG LLP, independent auditors, as stated in their report appearing in APPENDIX B hereto.

APPENDICES

Appendix A to this Official Statement consists of certain information concerning the Public University which has been provided by the Public University from public documents of the Public University and from other public or official documents or publications which are referred to therein. The Authority has not confirmed the accuracy or completeness of said information, and the Authority disclaims any responsibility for the accuracy or completeness thereof.

Appendix B to this Official Statement consists of the Independent Auditors' Report and Audited Financial Statements of the Public University as of and for the fiscal years ended June 30, 2023 and 2022 which have been provided by the Public University. The Authority has not confirmed the accuracy or completeness of said information, and the Authority disclaims any responsibility for the accuracy or completeness thereof.

Appendix C-1 to this Official Statement consists of the Original Trust Indenture and the form of First Supplemental Indenture.

Appendix C-2 to this Official Statement consists of the Original Lease Agreement and the form of First Amendment to Lease Agreement.

Appendix D to this Official Statement consists of the Form of Continuing Disclosure Agreement.

Appendix E to this Official Statement consists of the Form of Opinion of Bond Counsel.

CERTAIN RELATIONSHIPS

Parker McCay P.A., Bond Counsel, and Gibbons P.C., Special Counsel to the Public University, from time to time, provides legal services to the Underwriter in various unrelated matters.

MISCELLANEOUS

The execution and delivery of this Official Statement has been duly authorized by the Authority and approved by the Public University. Certain information contained in the Official Statement has been obtained from sources other than the Authority. All quotations from and summaries and explanations of provisions of laws, statutes, resolutions and agreements herein do not purport to be complete and reference should be made to said laws, statutes, resolutions and agreements for a full and complete statement of their provisions.

This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or holders of any of the 2024 Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. 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 circumstances, create any implication that there has been no change in the affairs of the Public University or the Authority since the date hereof.

The execution and delivery of this Official Statement have been duly authorized by the Authority and approved by the Public University.

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

By /s/ Linda M. Rohrer
LINDA M. ROHRER, Chairperson

Dated: February 15, 2024

ROWAN UNIVERSITY

By: /s/ Joseph F. Scully, Jr.
JOSEPH F. SCULLY, Jr.
Senior Vice President for Finance and
Chief Financial Officer

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APPENDIX A

INFORMATION REGARDING ROWAN UNIVERSITY

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ROWAN UNIVERSITY

General Description

Rowan University (“Rowan” or the “University”) has evolved from its humble beginning in 1923 as a normal school, with a mission to train teachers for South Jersey classrooms, to a comprehensive public research university with a strong regional reputation. In September 1923, Glassboro Normal School opened with 236 students. Over time, the institution became Glassboro State College and enrollment doubled as it became a multi-purpose institution. As new majors and a Business Administration Division were added, four divisions grew into schools and a board of trustees was formed. In 1969, Glassboro State College opened a campus in the City of Camden, New Jersey (“Camden”) to expand its educational services. In the 1980s, Glassboro State College expanded by establishing the first doctoral program among the state's public institutions and adding the Colleges of Engineering and Communication.

In July 1992, industrialist Henry Rowan and his wife, Betty, donated \$100M to the institution, then the largest gift ever to a public college or university. Later that year, Glassboro State College changed its name to Rowan College of New Jersey to recognize its benefactors' generosity. The Rowans' only request was that the College of Engineering adopt a curriculum that would address the shortcomings of engineering education. Rowan College of New Jersey achieved University status in 1997 and changed its name to Rowan University. The College of Engineering quickly earned national accolades for its successful curriculum.

In 2012, Rowan founded Cooper Medical School of Rowan University (“CMSRU”) the first new medical school in New Jersey in more than 35 years and the first-ever M.D.-granting four-year program in South Jersey-in partnership with Cooper University Health Care. The medical school welcomed its first class in Fall 2012 into a new facility adjacent to Cooper University Hospital in Camden. Close to 3,000 students applied for 50 spots in the medical school's charter class, which graduated in May 2016.

On July 1, 2013, Rowan again changed dramatically when the New Jersey Medical and Health Sciences Education Restructuring Act (the “Restructuring Act”) went into effect. This act designated Rowan as New Jersey's second comprehensive public research institution, transferred the University of Medicine and Dentistry of New Jersey's School of Osteopathic Medicine to Rowan and partnered Rowan with Rutgers-Camden to create health sciences programs in the City of Camden. Through this partnership, Rowan joined a small group of other institutions in the nation to have both a D.O.-granting medical school (Rowan School of Osteopathic Medicine; subsequently renamed the Rowan-Virtua School of Osteopathic Medicine (“Rowan-Virtua SOM”)) and an M.D.-granting medical school, the previously mentioned (CMSRU). The transfer of programs gave Rowan its third campus, and also led to the creation of the Graduate School of Biomedical Sciences, with Stratford joining Glassboro and Camden, New Jersey, as home to Rowan programs.

In June 2015, a partnership was formed with Gloucester County College (now Rowan College of South Jersey, “RCSJ”) enabling students to pursue Rowan bachelor's degrees at both county

colleges or transfer seamlessly to the University after earning an associate degree and meeting certain standards. A similar relationship was then established with Burlington County College (now Rowan College at Burlington County, RCBC) to improve access to affordable four-year undergraduate degrees.

Most recently in 2021, the Virtua Health College of Medicine and Life Sciences of Rowan University (“Virtua Health College”) formed as a historic new academic health partnership between Rowan and Virtua Health, South Jersey's largest health system. The two institutions united in a vision to improve the quality, experience and capabilities of health care for all people, advance research for the discovery of new treatments, break down barriers of inequality and access to care, and improve health and well-being of all. Significant resources have been set aside to support this joint endeavor: an \$85 million gift from Virtua Health, and additional funding dedicated by Rowan, which will help attract and expand the University's outstanding professionals and students, as well as build a research facility on Rowan's West Campus adjacent to the new School of Veterinary Medicine. The Virtua Health College encompasses the medical school known as Rowan-Virtua SOM; an expanded nursing and allied health professions school; a new school of translational biomedical engineering and sciences; multiple research institutes and centers; and aligned clinical practices to improve patient care and train the health care workforce, so they can be the leading caregivers of tomorrow.

Today, Rowan is a selective, medium-sized national public research university located primarily in Glassboro, New Jersey. It is recognized for its nationally ranked academic and athletic programs, talented professors, and high-tech facilities. Rowan prides itself on being able to provide its nearly 23,000 students an outstanding education at an exceptional value.

The University’s approved degree programs as of June 30, 2023 include 98 bachelor's degrees, 58 master's degrees, 16 doctoral degrees (Ed.D. and Ph.D.) and two professional degrees, a Doctor of Medicine (M.D.) and a Doctor of Osteopathic Medicine (D.O.). A Doctor of Veterinary Medicine degree has also been approved and the University plans to admit its first class of students in Fall 2025.

Rowan is continually recognized for excellence by top organizations including *U.S. News & World Report*, *Forbes*, the *Chronicle of Higher Education* and the website *College Factual*.

For 2023, *U.S. News & World Report* ranked Rowan #163 among national research universities and #88 among public research universities. Rowan was also recognized in the following categories:

- Best Value Schools – National Universities, #104
- Best Colleges for Veterans – National Universities, #113
- Social Mobility – National Universities, #91

The Chronicle of Higher Education recognized Rowan as the nation’s 4th fastest-growing research university in the U.S. in August of 2023.

Locations

The University's main campus, on approximately 200 acres in the southern New Jersey town of Glassboro, is about 20 minutes southeast of Philadelphia and about one hour west of Atlantic City. It is approximately two hours from New York City and just a two-and-a-half-hour drive to Washington, D.C. The locale provides students all of the advantages of a suburban campus plus opportunities for entertainment, cultural events, and professional opportunities in major east coast metropolises and the nation's capital.

The University has a campus in Camden. In addition to the Camden campus, the University also has two medical schools: CMSRU located in Camden and Rowan-Virtua SOM with campuses in Stratford, and Sewell, New Jersey. Rowan Medicine, as defined herein, also has practice sites in the New Jersey counties of Atlantic, Burlington, Camden, Cumberland and Gloucester.

Rowan acquired approximately 600 acres of open space in Glassboro and neighboring Harrison and Mantua Townships, some of which is home to the South Jersey Technology Park at Rowan University. A portion of the land on that parcel informally referred to as the “West Campus” was developed into athletic fields. In May of 2016, Rowan sold 100 acres of West Campus land in Harrison Township to Inspira Health Network of New Jersey (“Inspira”). Inspira broke ground in May 2017 on its new \$349 million, 467,000 square foot, 204-bed medical center which opened in December 2019. It currently employs 1,400 workers and provides Rowan with a wide range of educational opportunities. It also will act as an anchor that is expected to attract health-care providers, researchers, and businesses to the area. The Rowan University Shreiber School of Veterinary Medicine (“Shreiber SVM”) building will also be located on the West Campus. Designed as a multipurpose learning environment, the envisioned 167,000 square foot complex will include a veterinary hospital, academic building, and research space housing the School of Translational Biomedical Sciences.



Mission and Planning

Mission - Rowan University will become a new model for higher education by being inclusive, agile, and responsive, offering diverse scholarly and creative educational experiences, pathways, environments, and services to meet the needs of all students; maintaining agility by strategically delivering organizational capacity across the institution; and responding to emerging demands and opportunities regionally and nationally.

The University achieves its mission through four strategic pillars:

Access

The University is committed to expanding quality educational opportunities for students by increasing our enrollment capacity; supporting student success; utilizing an increasing array of pedagogies and platforms; and creating new pathways to undergraduate, graduate, post-graduate, and professional studies.

Affordability

The University is committed to keeping education affordable by managing costs; diversifying our revenue streams; reducing student debt; limiting tuition increases to the rate of inflation as measured by the consumer price index; and enhancing internship and employment opportunities for our students and graduates.

Quality

The University is committed to providing rigorous, experiential, and engaging educational experiences; support for scholarly, creative, and research activities; a vibrant and healthy campus life; a rich intellectual, cultural, and artistic environment; and a safe, supportive, and inclusive culture that respects and values the diversity of all of its members.

Economic Engine

The University is committed to benefiting our local and state communities by making every effort to partner with and invest in regional businesses and organizations that contribute in meaningful ways to furthering our mission; preparing an educated citizenry and skilled workforce; enhancing the health of our citizens and the quality of life; and developing innovative products, services, and ideas.

Planning – The University engages in continuous strategic planning in response to the dynamic context of higher education. A concise planning framework is utilized that identifies key external and internal factors that shape the strategic direction of the University, sets long-term goals, articulates operational values, and identifies key performance indicators. At the center of the plan are the four strategic pillars: access, affordability, quality, and Rowan's role as an economic engine for the region. The four pillars express the University's priorities and guide planning and resource allocation.

The functional groups involved in design and execution of the strategic plan include the Board of Trustees, the Executive Cabinet, the Extended Cabinet, and the Deans' Council. The University

Senate and University Budget and Planning Committee are representative bodies charged with engaging the campus community in the strategic planning process. The President annually charges a set of strategic planning subcommittees with evaluating and advancing institutional priorities.

Institutional Status

Rowan was designated as a university by the New Jersey Commission on Higher Education in 1997. In 2012, the Restructuring Act designated Rowan as the second comprehensive public research university of the State of New Jersey (the “State”), effective July 1, 2013. The University’s Carnegie Classification was changed to Doctoral University – Moderate Research Activity by the Carnegie Classification of Institutions of Higher Education® effective September 2016 and then to Doctoral Universities: High Research Activity (R2) in December 2018.

Campus Facilities

Glassboro:

A new two-story, 7,500 square foot addition to Wilson Hall, home to the College of Performing Arts, was completed in the fall of 2022. The new addition houses the Department of Dance.

Construction of Discovery Hall, an approximately 68,000 square foot building which includes additional laboratories, classrooms and permanent space for the staff and faculty of the School of Earth and Environment and the College of Science & Mathematics, was completed in September 2021.

Rowan Hall is an 88,000 square foot state-of-the-art engineering building that includes classrooms, laboratories, and a 115-seat lecture hall, as well as the Dean’s Office. Construction of an adjoining, 90,500 square foot wing for Rowan Hall, called Engineering Hall, was completed in January 2017.

Construction of a new, 98,290 square foot home for the Rohrer College of Business was completed in December 2016. It houses the Rohrer College of Business, the Center for Professional Development, and Hatch House (a co-working space), in addition to 14 classrooms, 10 "specialty" rooms, 7 conference rooms and 85 offices for faculty and administrators on upper floors.

301 High Street is a three-story, approximately 15,000 square foot building which opened in the fall of 2015. It features a gleaming new University art gallery and is home to the Department of Public Relations & Advertising within the College of Communication & Creative Arts. It also features classrooms, faculty offices, computer labs, and student lounge spaces.

Science Hall, a 140,000 square feet science building, includes classroom and other instructional space, teaching laboratories, research laboratories for faculty and students, offices, meeting and clerical space. The building supports programs in Physics and Astronomy, Biological Sciences, and Chemistry and Biochemistry, and has enabled existing programs to be further developed. Science Hall also features a full-scale planetarium and observatory.

James Hall is a three-story, 135,000 square foot building which is home to the College of Education. The building houses state-of-the-art classrooms and technology, and it includes an early education program with observation and classroom participation opportunities for education students. The building design also incorporates many new energy savings and management features.

Savitz Hall, a 60,153 square foot building, is the site of all primary student services, including the offices of the Vice President for Student Life and Dean of Students, Admissions, Residence Life, the Bursar, Financial Aid, the Educational Opportunity Fund and Minority Achievement Programs, and Multicultural Affairs. Savitz Hall also includes the Division of Strategic Enrollment Management and houses the offices of the Senior Vice President for Student Affairs and Vice President for Enrollment and Student Success.

The Chamberlain Student Center (CSC) is a 132,245 square foot building that provides a safe, welcoming and inclusive environment for all members of the Rowan University community. The CSC is currently undergoing an expansion with the construction of a new addition. The new addition is an opportunity to enrich the social and intellectual experiences on campus by providing space to facilitate collaborative working, student work and flexible social space so students can see and be seen. The new addition includes a student and class demonstration area where students can present and demonstrate their work in an open common space for other students. The 2-story 38,500 square foot addition to the CSC is under construction and is expected to be completed in late Spring 2024.

The Glassboro Intermediate School (GIS), an existing 78,800 square foot school building one block from Main Campus, was purchased to create much needed additional space on the Glassboro Campus. The three-story facility sits on 9.52 acres fronting Delsea Drive, a major thoroughfare in the Borough of Glassboro. Following a substantial renovation of the facility, several non-student facing departments, including Purchasing, Human Resources, Accounting and Research, will relocate to GIS. The renovation of GIS is expected to be complete by spring 2025.

Campbell Library is a 140,484 square foot building that is being re-envisioned through substantial renovations to integrate technology, academic support services, research resources, and data management with reconfigured spaces, providing access to a wide range of carefully curated and upgraded electronic resources, archives, and special collections. The Campbell Library will be an Innovation Hub supporting interdepartmental partnerships and international collaboration, digital scholarship services, and first-class research infrastructure to support cutting edge research and learning environments. The renovations are projected to be completed by Summer 2026.

The Glassboro campus includes 22 additional buildings with classrooms and faculty and administrative offices. Bozorth Hall houses part of the College of Communication and Creative Arts, including classrooms, faculty offices and laboratories for writing, television, radio and film. Hawthorn Hall houses the Writing Arts and Communication Studies Departments of the College of Communication and Creative Arts. It includes classrooms and faculty offices. Bunce Hall, the first building on campus, houses administrative offices for areas of Finance, Information

Resources & Technology, as well as the College of Humanities and Social Sciences, including the Dean's Offices.

A central chiller plant provides air conditioning to many of the campus buildings. A cogeneration plant provides electricity and steam for heating and domestic hot water production for the majority of the campus buildings. In addition, the University has a 69KV electric substation to provide a reliable electric supply from the local utility company.

The University provides approximately 6,675 beds in 8 residence halls and 10 apartment communities owned by the University or privately owned and operated through public-private partnership or affiliation agreements. Included in these number are the following facilities:

- Holly Pointe Commons, a residential building that was financed and constructed through a public-private partnership with a private entity, consisting of 1,415 student beds that were built on the Glassboro campus in August 2016.
- Just off the Glassboro campus, a building complex in the Rowan Boulevard area is a private-public partnership between Rowan, private entities, and the Borough of Glassboro. Key anchors include six apartment complexes for University students, a Barnes & Noble collegiate superstore, a hotel and an academic building known as the Enterprise Center which houses the Division of Global Learning and Partnerships. The University leases the bookstore building, the apartment complex and the Enterprise Center.

West Campus:

The Shreiber SVM and Rowan-Virtua School of Translational Biomedical Engineering & Science building is being constructed on the north side of West Campus. In response to an increased national demand for veterinarians, veterinary specialists and skilled technicians, Rowan has established the first school of veterinary medicine in New Jersey. Currently, there are only 33 veterinary schools in the United States. The 177,000 square foot facility will house the School of Veterinary Medicine, a veterinary hospital, laboratories and research space. The facility plans to open with students for the Fall 2025.

The South Jersey Technology Park is a two-story 45,000 square foot building located on the north side of the West Campus. The facility includes a mix of laboratories and office space for private organizations, the Henry M. Rowan School of Engineering sponsored research groups and other Rowan affiliated groups.

Camden:

In 2009, Rowan acquired the historic First National Bank and Trust Company building and annex on the corner of Cooper and Broadway across the street from a building once shared with Camden County College. The 57,000 square foot building was renovated in 2016 to support additional students. The expanded academic facility will enable the Camden campus to grow to 1,200 students. As a part of the academic strategic plan, the University offers new full degree academic programs that are unique to the urban research mission of the campus.

The Medical Education Building (“MEB”) houses CMSRU. Design of the six-story, 200,000 square foot MEB was driven by the innovative curriculum, the needs of scientists, and the requirements of the medical school administration. The MEB is located adjacent to the school’s primary clinical affiliate, Cooper University Hospital, on the health campus in Camden. Space needs (small, medium, and large group classrooms, laboratories, quiet study areas, etc.) were identified and the building was programmed with these needs in mind. The facility features Active Learning Rooms, a large auditorium, a Learning Commons, a Clinical Simulation Center, and multiple floors of instructional and research lab space.

Stratford:

The Rowan-Virtua SOM Campus contains four major buildings. These buildings house the Rowan University School of Osteopathic Medicine, a Graduate School of Biomedical Sciences, and portions of Rowan-Virtua SOM’s faculty practice plan (Rowan Medicine). The 120,000 square foot Academic Center contains academic and administrative offices, conference rooms, lecture halls, study rooms, laboratories, classrooms, a wellness center, a library, a cafeteria, and a television and recording studio. The 100,000 square foot Science Center includes medical laboratories, animal facilities, research labs, and research and faculty offices. The 120,000 square foot University Doctors Pavilion houses the on-site out-patient clinical practices (“Rowan Medicine”), clinical administration, faculty offices, patient procedure and treatment rooms, and teaching rooms. The University Education Center includes administrative offices, such as facilities, financial aid, public safety, information technologies and research administration. It has roughly 60,000 square feet, bringing the total of all four buildings to approximately 400,000 square feet.

Mantua Township:

The Jean & Ric Edelman Fossil Park (“Fossil Park”), a 44,000 square foot museum and dig site currently under construction which will provide researchers with the best window, east of the Mississippi, into the Cretaceous Period – the heyday of the dinosaurs. The Fossil Park is five miles from Main Campus and will be part of the University’s School of Earth & Environment. With access to the Fossil Park, Rowan students will have an unprecedented opportunity to perform and observe research pertaining to the period of extinction of the dinosaurs. It is anticipated that each week in the Fall and Spring, elementary and middle school-aged students from the region will visit the Fossil Park to explore how fossils form and participate in a dig for 65 million-year-old fossils. Each visit to the Fossil Park will be tailored to meet the expectations of the class and to support curriculum standards. The Fossil Park is expected to be complete and open to visitors in late Spring 2024.

The new Rowan Medical Center in Sewell is located on the Gloucester County campus of RCSJ. The 56,540 square foot, two-story building houses four outpatient medical clinics, a physical therapy suite, and cafeteria, office for the Dean and space for 100 students. This new building, completed in 2021, is also the home for the Rowan Integrated Special Needs (“RISN”) Center.

Cumberland County:

Rowan Medicine Building – Cumberland is currently under construction. The new nearly 15,000 square foot medical facility will be dedicated to the health and psychological well-being of children and families in Cumberland County and the surrounding region. The facility will house the NeuroMusculoskeletal Institute (“NMI”), the Child Abuse Research Education and Service (“CARES”) Institute and the RISN Center Clinical Practices. Anticipated completion of the new facility is Spring 2024.

Academic Programs

Below are summaries of the undergraduate and graduate degree offerings of each college, selected highlights of recent achievements, and a listing of student professional organizations.

The William G. Rohrer College of Business prepares students for professional business careers and growth into managerial positions and graduate study. Eight undergraduate degrees are offered: the Bachelor of Science in Accounting, Entrepreneurship, Finance, Human Resource Management, Management, Management Information Systems, Marketing, and Supply Chain Management. Minors in Business Administration, Entrepreneurship, Management Information Systems, and Marketing are also offered. The curriculum provides students with a common business core and in-depth coverage in the respective major areas. The College of Business also offers a Master of Science in Finance and Master of Business Administration (“M.B.A.”) degree with specializations in Accounting, Finance, Management, Management Information Systems, and Marketing. The College of Business also offers an M.S. in Finance designed to prepare students for financial analyst and financial planner positions in corporations and financial institutions. Coursework also helps students to prepare for the CFA (Chartered Financial Analysts) and CFP (Certified Financial Planner) exams, the premier certifications in the finance field. The M.B.A. program provides contemporary graduate business education to professionals of diverse fields and academic backgrounds, and prepares students to take leadership roles in their respective organizations. Certificates of Graduate Studies and Advanced Graduate Studies are also offered.

Student professional organizations include the American Marketing Association; Accounting Society; Beta Gamma Sigma International Honor Society; Bureau of Business Associations; Collegiate Entrepreneurs Organization; Financial Management Association; National Hispanic Business Association; New Jersey Collegiate Business Administration Association Honor Society; Society for the Advancement of Management; and the Society for Human Resource Management.

The College of Business also houses the **School of Innovation and Entrepreneurship**, which offers nationally recognized and AACSB (Association to Advance Collegiate Schools of Business – a nongovernmental organization) accredited programs including the Bachelor of Science in Entrepreneurship, Bachelor of Science in Engineering Entrepreneurship, and MBA concentrations in Entrepreneurship and Cannabis Commercialization. The School develops entrepreneurial thinking and teaches strategies for recognizing opportunities and taking action to create, finance, lead, and sustain business ventures.

The College of Education builds the framework for development of the knowledge, skills, and dispositions needed to foster academic achievement, social responsibility, personal responsibility, and social justice in an intellectually rigorous and challenging environment, integrating liberal arts education and professional studies. The College of Education offers the Bachelor of Arts in Education with recommendations for teacher certification in Elementary Education, Early Childhood Education, and various secondary content areas in Subject Matter Education along with a Bachelor of Arts in Inclusive Education and a Bachelor of Arts in Leadership and Social Innovation. ASPIRE to Teach provides Certificate of Eligibility teacher candidates with experiences and guidance to develop and deliver effective instruction to their students while earning their provisional licensure in New Jersey. Master's degree programs are offered in School Administration, Educational Technology, Higher Education, Reading Education, School Psychology, Special Education, STEM Education, Counseling in Educational Settings, Teacher Leadership, Teaching, and Urban Education & Community Studies. An educational specialist degree is offered in school psychology certification and the Doctor of Education (Ed.D.) degree is offered in Educational Leadership. All of these programs are accredited. In addition, the Ph.D. in Education has enrolled its fourth annual cohort.

Three centers and one clinic are part of the College of Education: The Learning Resource Center – South (“LRC-South”); the Center for Access, Success, and Equity (“CASE”); the Assessment and Learning Center; and the Reading Clinic. LRC-South is one of three teaching and learning centers across the State of New Jersey providing materials and resources that support the education of students with disabilities, helping them to succeed and achieve in the least restrictive environment. CASE is dedicated to conducting extensive research, offering professional services, and engaging in policy creation and reform, impacting the most persistent educational challenges – those which obstruct access, success, and equity in traditionally underserved communities. CASE also provides support to the Ph.D. in Education program. The Assessment and Learning Center is a service unit affiliated with the College of Education. As a state approved agency, it provides independent child study team evaluations, functional behavior assessments, reading assessments, and consultations. The Reading Clinic has existed in the College of Education for more than 80 years, serving as an instructional lab for K-12 students and providing one-on-one tutoring that is student-focused and personalized.

Active engagement in related clubs and student professional organizations enhances candidates' professional growth and preparation for careers in education. These include the Elementary Education Club, Early Childhood Education Club, and Students for Literacy Club. In addition, candidates are members of student professional organizations and honor societies such as New Jersey Student Education Association, the Association for Supervision, Curriculum, and Development, Kappa Delta Pi (International Honor Society in Education), The National Art Education Association, and Chi Sigma Iota (International Honor Society of Professional Counseling).

The College of Education is strongly committed to retaining high quality teachers and diversifying the P-20 teacher workforce. P-20 is the latest in the evolution of references to education pathways and how they align to the education profession. This term addresses pre-school (the P) all the way through to workforce and career development (the 20). To this end, in 2009 the College of

Education created multiple Rowan Urban Teacher Academy (RUTA) programs, which serve as a high school pipeline programs to attract students to work within urban and diverse learning environments. The College of Education created Project IMPACT, whose goal is to increase the representation of males from racially and ethnically diverse backgrounds in the teaching and education professions. Project IMPACT students are provided with financial assistance, experiential learning through the Men of Color Network, professional development, and academic supports as they complete their undergraduate, initial licensure preparation.

The College of Performing Arts at Rowan University develops artists and audiences of the future and promotes the arts as vital to humanity. Through rigorous professional preparation and liberal arts programs, the College of Performing Arts educates students in the disciplines of dance, music, and theatre and challenges them to develop a conceptual, critical, and creative perspective within the contemporary world. The College of Performing Arts creates, illuminates, and inspires audiences and community through public performances and artistic practice for the University and broader region. The College of Performing Arts houses two departments, the Department of Theater and Dance and the Department of Music.

The Theatre and Dance Department offers the following degree options: Bachelor of Arts in Theatre, with concentrations in Acting, Musical Theatre, Design/Technical, and Pre-Teaching; a Bachelor of Arts in Dance; a Master of Arts in Arts Administration; a Master of Science in Teaching – Theatre Education; and a Master of Music Education. The Music Department offers the following degree options: Bachelor of Music in Music, with concentrations in Composition, Education, Jazz Studies, Music Therapy, and Performance; Bachelor of Arts in Music; Bachelor of Science in Music Industry; and Master of Music – Performance and Jazz Studies (on line).

Student professional organizations include the National Organization for Music Education; Phi Mu Alpha Sinfonia (national fraternity of music); Sigma Alpha Iota (international music fraternity for women); Alpha Psi Omega (theatre honor society); and Grammy U (Music Industry).

The College of Science and Mathematics prepares students for careers in industry, research, education, health care, and public service. Dedicated to excellence in undergraduate and graduate education and research and to increasing the number of students choosing these fields of study, the College of Science and Mathematics promotes a student-centered approach to learning in a research-rich environment both inside and outside of the classroom. It is committed to providing students with outstanding degree programs in basic and applied sciences and mathematics and preparing them to function in a multi-cultural and economically interdependent world. The College of Science and Mathematics also plays an essential role in educating non-science majors.

The College of Science and Mathematics has built a research-focused curriculum in seven departments – Biological & Biomedical Sciences, Chemistry and Biochemistry, Physics and Astronomy, Computer Science, Mathematics, and Psychology. It consists of programs that offer both undergraduate and graduate degrees. Bachelor of Science degrees include Chemistry, Biochemistry, Biology, Physics, Psychological Science, Bioinformatics, Biophysics, Computer Science, Translational Biomedical Sciences, Neuroscience, and Mathematics. Bachelor of Arts degrees include Mathematics, Psychology, Chemistry, Computing & Informatics, and Physics.

Graduate programs include Master of Arts degrees in Mathematics, Applied Behavior Analysis, Clinical Mental Health Counseling and School Psychology, and Master of Science degrees in Computer Science, Data Science (formerly Data Analytics), Bioinformatics, and Pharmaceutical Sciences. Finally, nine certificates of graduate or advanced graduate study are available in several disciplines. The College of Science and Mathematics also offers a Ph.D. in Clinical Psychology, a Ph.D. in Pharmaceutical Chemistry, a Ph.D. in Complex Biological Systems, a Ph.D. in Data Science, and a Ph.D. in Materials Science & Engineering (jointly with the College of Engineering). Three of the College of Science and Mathematics's undergraduate degree programs are accredited – the Bachelor of Science in Computer Science by the Accreditation Board for Engineering and Technology ("ABET"), the Bachelor of Science in Chemistry by the American Chemical Society, and the Bachelor of Science in Biochemistry by the American Society for Biochemistry and Molecular Biology. In addition to the above degree programs, the College of Science and Mathematics also offers a Pre-Med & Health Professions program for students interested in professional programs such as medicine and dentistry. The College of Science and Mathematics runs an annual Psychology Research Conference that showcases undergraduate and graduate student research.

The College of Science and Mathematics is engaged in attracting international students to undergraduate and graduate programs as well as developing research partnerships with international scholars and collaborates with a number of internal and external partners on research projects dealing with environmental sustainability, biomedical applications, drug delivery, patient information analysis, and others.

The College of Science and Mathematics also houses the **School of Earth and Environment**. Established in 2015, the School of Earth and Environment provides students with pathways into some of the most exciting and important careers of the 21st century. Focusing on climate change, sea level rise, the degradation of our oceans, our planet's biodiversity crisis, and innovative, sustainable solutions, the school's students master the knowledge and skills necessary to become leaders among those who will restore our world. Over the school's short history, its faculty have achieved international recognition by conducting cutting-edge, externally funded research and by publishing their results in leading scholarly journals. Science communication is at the core of the School of Earth and Environment, which is closely tied to the University's STEM Center and the Fossil Park.

The School of Earth and Environment houses three departments: Geology; Environmental Science; and Geography, Planning, and Sustainability. The School of Earth and Environment offers a Bachelor of Arts in Geography, a Bachelor of Arts in Environmental & Sustainability Studies, a Bachelor of Science in Community & Environmental Planning, a Bachelor of Science in Geographic Information Science, a Bachelor of Arts and Bachelor of Science degrees in Geology, and Bachelor of Arts and Bachelor of Science degrees in Environmental Science, as well as a Master of Science in Urban and Regional Planning, and a Ph.D. in Geology.

The College of Humanities and Social Sciences supports Rowan's core liberal arts education with an emphasis on a 21st century professional preparation. Committed to excellence in instruction, research, and scholarship, the College's disciplines promote extensive interaction between faculty and students, attention to the individual development of critical and creative thinking, and the building of interdisciplinary educational programs at both the graduate and undergraduate level. The College's expert faculty and dedicated staff work hard to engage students in active learning both inside and outside the classroom through individual and team-based problem-solving, collaborative research, field trips, internships, simulation programs, study abroad, and peer-to-peer programming.

The College of Humanities and Social Sciences includes seven departments--English, History, Law & Justice Studies, Philosophy & World Religions, Political Science & Economics, Sociology & Anthropology, and World Languages--offering thirteen Bachelor of Arts degrees and numerous minors and certificates. The College recently gained approval for a new Bachelor of Science degree in Healthcare Management & Administration. The College also houses a Center for Interdisciplinary Studies offering Bachelor of Arts programs in Africana Studies, American Studies, Area Studies, International Studies, and Liberal Studies as well as interdisciplinary minors and certificates. In addition, the College houses the Exploratory Studies Program for students who have not yet chosen a major and the Pre-Business Program for students interested in business. These programs provide a broad and flexible foundation of knowledge, offering a convenient method for students to obtain skills relevant to a wide variety of careers or other degree programs. At the graduate level, the College of Humanities and Social Sciences offers the Master of Arts in History and the Master of Arts (in both traditional and online formats) in Criminal Justice as well as a Master of Science in Emergency and Threat Response Management, Masters of Arts degrees in Diversity & Inclusion and Holocaust & Genocide Education, and several Certificates of Graduate Study (COGS). Most recently, a new Master of Public Policy degree program has been approved.

The College of Humanities and Social Sciences focuses its efforts on three strategic Clusters of Teaching and Research Excellence: 1) Global Peace and Security; 2) Critical Citizenship and Responsibility for a Changing World; and 3) Ethical, Socio-Economic, and Environmental Impact of Science and Technology. It houses three research and teaching centers: the Hollybush Institute, created in 2007 as an academic and public affairs center inspired by the historic 1967 Glassboro summit between President Lyndon Johnson and Soviet Premier Alexei Kosygin. The Rowan Center for the Study of the Holocaust, Genocide and Human Rights was created in 2017 with a goal of becoming a leading national center in the field of Holocaust and genocide education and research. The Liberal Arts and Sciences Institute for Research and Community Service, founded in 1993, is a Center for Professional Success which helps students prepare to enter the job market by providing career development programming, support with experiential learning, and oversight of the College's Match Internship program. Finally, the College of Humanities & Social Sciences is home to numerous clubs and honors societies, such as the Pre-Law Society, which assists students with preparing for admission to law school.

The Henry M. Rowan College of Engineering provides programs that are responsive to regional industries, regional economic aspirations, and that address the needs and changing characteristics for leading-edge engineers of the future. The College of Engineering educates students to harness technology for the betterment of society and to serve as entrepreneurial change agents. The College of Engineering aids in the economic and cultural development of Southern New Jersey, while generating opportunities for its diverse graduates in local, national, and international industries. Ten undergraduate programs are offered, leading to Bachelor of Science degrees in Biomedical, Chemical, Civil, Electrical & Computer, Engineering Entrepreneurship, and Mechanical Engineering. The College of Engineering also offers Bachelor of Science degrees in Mechanical Engineering Technology, Electrical Engineering Technology, and Engineering Surveying Technology and a Bachelor of Arts in Construction Management. The College of Engineering offers Master of Science degrees in Biomedical, Chemical, Civil, Electrical & Computer, General, and Mechanical Engineering, along with a Master of Engineering Management and a concentration in Environmental Engineering. The College also offers an interdisciplinary Ph.D. in Engineering with five areas of specialization and a Ph.D. in Biomedical Engineering.

The Biomedical, Chemical, Civil, Electrical, and Mechanical Engineering programs are accredited by ABET, which is the recognized accreditor for college and university programs in applied science, computing, engineering, and technology. Accreditation requires a continuous improvement process in which input is received from its constituents, both external (e.g., alumni, industry, government agency) and internal (e.g., students). The College of Engineering closely monitors the improvement process and uses surveys and constituent feedback as a tool for continuous program improvement.

Research activities in the College of Engineering continue to grow and include sponsorship from federal sources such as the National Science Foundation, National Institutes of Health, Environmental Protection Agency, Department of Defense, and the Federal Aviation Administration. State sources of funds have included the New Jersey Department of Transportation, New Jersey Board of Public Utilities, New Jersey Department of Military and Veterans Affairs, New Jersey Department of Community Affairs, and the New Jersey Department of Environmental Protection. Each department has also received external support from industrial partners such as Johnson-Matthey, PSEG, Edison Ventures, Lockheed Martin, Sekisui Chemical, and Inductotherm Group.

Service learning is a hallmark of the College of Engineering, and opportunities are provided throughout the curriculum for students to engage in this element of the program. Student professional organizations that have been established to facilitate service learning include the Biomedical Engineering Society (BMES), American Institute of Chemical Engineers (AIChE), American Society of Civil Engineers (ASCE), American Society of Mechanical Engineers (ASME), Engineers without Borders (EWB), National Society of Black Engineers (NSBE), Out in Science, Technology, Engineering, and Mathematics (STEM), Society of Hispanic Professional Engineers (SHPE), Society of Women Engineers (SWE), Institute of Electrical and Electronics Engineers (IEEE), Women in Engineering (WIE), and the Tau Beta Pi National Engineering Honor Society (TBP).

The Ric Edelman College of Communication and Creative Arts combines theoretical, creative, and practical learning in balanced programs that prepare students for a diversity of paths in the fields of communication and art. The College of Communication and Creative Arts houses six departments: Art, Communication Studies, Journalism, Public Relations & Advertising, Radio/Television/Film, and Writing Arts. Within those departments there are eleven undergraduate majors: Advertising, Art, Art Education, Communication Studies, Journalism, Public Relations, Radio/Television/Film, Sports Communication & Media, Studio Art (Bachelor of Fine Arts), Biomedical Art and Visualization (Bachelor of Fine Arts), and Writing Arts. In addition, the College of Communication and Creative Arts is home to twelve undergraduate minors, two Master of Art programs (Strategic Communication and Writing), nine Certificates of Undergraduate Study, and six Certificates of Graduate Study.

The **Rita and Larry Salva School of Nursing and Health Professions** operates as the multidisciplinary home for current and developing health related programs. Health care and health sciences are experiencing unprecedented expansion. The need for qualified professionals with expertise and experience to engage in health professions careers continues to increase. The School of Nursing and Health Professions trains students to join the health-related professions, expands research opportunities at the University, and promotes collaboration within and beyond the University.

The School of Nursing and Health Professions consists of three departments: Nursing, Health & Exercise Science, and Allied Health. The School offers Bachelor of Arts degrees in Health Studies, Wellness Management, and Public Health & Wellness. It offers Bachelor of Science degrees in Nutrition, Exercise Science, Respiratory Therapy, and Nursing (R.N. to B.S.N.). The School also offers the Master of Arts in Wellness & Lifestyle Management, Master of Science in Athletic Training, Master of Science in Nutrition & Dietetics, and Master of Science in Nursing.

The **Rowan-Virtua School of Translational Biomedical Engineering and Sciences** was established to lead strategic expansion of academic programs in areas of research excellence including biomedical sciences, engineering, and health sciences, and to foster interdisciplinary collaboration and innovation among multiple supporting colleges and schools. To that end, the School now incorporates the former **Graduate School of Biomedical Sciences** (“GSBS”) programs and departments. GSBS had its origins as a program in the biomedical sciences in the former Seton Hall College of Medicine and Dentistry, which was established in 1956. A decade later, New Jersey consolidated medical and dental education, and GSBS became a separate school of the State’s Health Sciences University in 1969, first in Newark and subsequently expanded to campuses in Piscataway/New Brunswick and Stratford. GSBS’s July 2013 integration with Rowan expanded the school’s reputation, reach and research prowess to earn Rowan the designation of New Jersey’s second comprehensive public research institution. The School will build on this foundation to develop new, exciting interdisciplinary research, training, and education programs driven by pressing issues in health care within an agile framework.

Programs offered by the School include a Ph.D. in Biomedical Engineering, Ph.D. in Molecular Cell Biology and Neuroscience, Master of Science in Biomedical Engineering, Master of Science in Molecular Cell Biology and Neuroscience, Master of Science in Biomedical Sciences, Master of Biomedical Sciences, Master of Science in Molecular Pathology and Immunology, and Master of Science in Histopathology. Joint medical degree /Ph.D. programs provide physician engineers and scientists with the unique opportunity to not only practice medicine, but also contribute to the study of diseases and new medical treatments or to become educators of the next generation of physicians. These include dual-degree doctoral programs such as the MD/Ph.D. in Biomedical Engineering in collaboration with the Cooper Medical School of Rowan University and the DO/Ph.D. in Biomedical Engineering and DO/Ph.D. program in Molecular Cell Biology and Neuroscience in collaboration with the Rowan-Virtua School of Osteopathic Medicine. In addition, the School offers seven accelerated B.S./M.S. dual degree programs, one in Biomedical Engineering and others in Cell and Molecular Biology in partnership with the College of Science and Mathematics.

The Rita and Larry Salva School of Nursing and Health Professions, Rowan-Virtua School of Translational Biomedical Engineering and Sciences, and Rowan-Virtua School of Osteopathic Medicine together comprise the **Virtua Health College of Medicine and Life Sciences of Rowan University**, a new academic health partnership between Rowan and Virtua Health, southern New Jersey's largest health system.

The Division of Global Learning & Partnerships, formerly the College of Graduate and Continuing Education, is the University's vehicle for serving the adult student population. Our students include college graduates pursuing graduate education and credentials; returning college students pursuing the completion of a baccalaureate degree; employees/employers seeking professional development; and life-long learners looking for personal enrichment. The division emphasizes making quality education accessible, convenient, and affordable through delivery modes that address the vast range of adult student needs and preferences. The division administers the admissions process and provides student services for graduate students. Rowan has established a **School of Professional Studies** and a **School of Graduate Studies** as academic units within the Office of the Provost to oversee development strategy and implementation for programs offered through Global Learning & Partnerships.

The Cooper Medical School of Rowan University welcomed its first class of students in August 2012. CMSRU, formed through an affiliation agreement between Rowan and Cooper Health System, was the first new school of medicine in the State in over 35 years and serves as a catalyst for institutional growth for Rowan's health sciences programs. On June 25, 2009, Governor Jon Corzine signed Reorganization Plan No. 002-2009, which, among other things, provided for the transfer of specific functions and resources used by the Robert Wood Johnson Medical School of the University of Medicine and Dentistry of New Jersey ("UMDNJ") to Rowan by: (i) phasing out Robert Wood Johnson Medical School as part of UMDNJ's larger medical school system; (ii) authorizing and approving the establishment of the CMSRU to replace Robert Wood Johnson Medical School as the primary medical school in southern New Jersey; and (iii) reallocating, subject to annual appropriation, certain funds appropriated by the State Legislature from UMDNJ

to Rowan for the purpose of supporting the initial establishment of the CMSRU and the ongoing training of medical professionals in southern New Jersey.

CMSRU offers an array of healthcare-related educational programs. The core focus is the four-year curriculum leading to the M.D. degree. In addition, CMSRU offers a variety of programs designed to prepare students of all ages for careers in the health sciences, from its ongoing programs focused on bringing health sciences education to Camden's elementary school students, to summer programs for high school and college students exploring a career in the health sciences, to our post-baccalaureate program, designed to prepare students who already have a bachelor's degree to successfully navigate the route to medical school admission.

The curriculum of CMSRU is distinguished by an emphasis on active learning, early clinical experience, and a culture of service. CMSRU is engaged in educational partnerships with area institutions and organizations to promote further educational innovations. For example, an interprofessional education program has been established between CMSRU and University of the Sciences of Philadelphia's Pharmacology program. CMSRU is committed to serving and benefiting the community of Camden.

The Rowan-Virtua School of Osteopathic Medicine is a public college of osteopathic medicine located in Stratford, New Jersey. It is the only college of osteopathic medicine in the State, and, until the opening of the CMSRU in 2012, was the only four-year medical school in southern New Jersey. Established in 1976 as part of the UMDNJ, Rowan-Virtua SOM became part of the University on July 1, 2013.

In particular, pursuant to the Restructuring Act, the entire Rowan-Virtua SOM campus located in Stratford, New Jersey, and all assets and resources allocated to the operation of Rowan-Virtua SOM transferred to Rowan on July 1, 2013. The University also assumed the Graduate School of Biomedical Sciences and its programs, which are delivered by Rowan-Virtua SOM faculty and support the research mission of Rowan-Virtua SOM. These programs include the University's first Ph.D. program.

Rowan-Virtua SOM established a second academic location as well as a Rowan Medicine office in Sewell, New Jersey. Rowan-Virtua SOM is housed in a building constructed by Gloucester County and Rowan College of South Jersey (previously Rowan College of Gloucester County and Cumberland County College). The Rowan Medicine office started serving its first patients in March of 2021 and the first cohort of 72 additional students began in the summer of 2022.

Rowan-Virtua SOM is recognized within the State for its unparalleled track record in providing opportunities to attend medical school to New Jersey residents, and producing physicians, in particular primary care doctors, who remain in the State to practice. More than half of its 3,645 alumni work or train in New Jersey, making a sizable contribution to the State's physician workforce and economy. To meet the anticipated physician shortage locally and nationally, in the Fall of 2018, Rowan-Virtua SOM expanded its incoming class size from 150 to 200, a 33.3% increase. Nationally, the school is a leader among osteopathic medical schools in the diversity of its student body and in research, and is recognized for such centers of excellence as the Child

Abuse Research, Education and Service Institute and the New Jersey Institute for Successful Aging. Rowan-Virtua SOM is part of a consortium for graduate medical education with Jefferson University Hospitals (formerly Kennedy University Hospitals) (three acute care divisions) and Virtua Our Lady of Lourdes Hospital (two acute care divisions) and is also affiliated with Inspira Health Network (formerly South Jersey Healthcare) (two acute care divisions). Many of these same affiliates provide clinical placements for Rowan-Virtua SOM medical students. Rowan-Virtua SOM also is a leader in patient care and is the healthcare delivery enterprise of Rowan. These services are offered on campus in the Rowan Medicine Building, a modern medical office building, at medical offices in various locations across South Jersey, and in the school's principal and major hospital affiliates, which collectively represent eight inpatient sites in five counties.

Retention and Success Programs

The University recognizes the need for specialized programs to support student success to ensure retention and timely graduation. Since 2012, Rowan has built a strong infrastructure including academic support services, professional proactive advising, career development services, and services for students from underserved populations. Below are descriptions of some the programs and their functions.

The **Rowan Seminar** program is designed to facilitate first-year students' successful transition to the University. All first-year students are required to complete a Rowan Seminar course. These courses are special sections of regular courses throughout the University. Each section enrolls 20 or fewer students to permit individual faculty attention to each student. Although addressing widely varying subject matters, Rowan Seminar courses share four goals: strengthen writing and critical thinking skills through their application to specific course content; nurture library research skills within a course context; reinforce the value of cooperative learning; and strengthen academic skills.

The **Office of Academic Support Programs** provides services for transfer students. Students at any stage of transferring, from initial inquiry to graduation from the University, can email transferhelp@rowan.edu and get a fast, accurate answer to any question. This email hotline is staffed by a dedicated cadre of administrators and staff. Additionally, new transfer students are invited to Transfer Topics Workshops. These sessions are offered five to six times per semester and encourage new transfer students to interact with staff and other students while learning about important University resources such as the Office of Career Advancement, advising and registration, and financial planning.

The **Office of Pre-Health Programs** is committed to supporting students interested in pursuing an advanced health professions degree after completing their undergraduate degree at Rowan. The Office facilitates student preparation for applications to programs including medicine, dentistry, occupational therapy, optometry, physical therapy, physician assistant (associate), podiatry, and veterinary medicine.

Early Alert and Intervention Programs include numerous collaborative initiatives of administrators and staff in Student Affairs and Academic Affairs to support students at risk of entering academic jeopardy. Intervention and support is offered to students who are reported as not attending class or performing poorly on class assignments; who fail to register in a timely manner for the following semester; and who earn grade point averages that place them at risk of academic probation. Additionally, the Rowan Success Network Powered by Starfish is an online retention platform that connects students, professors, and advisors to allow for comprehensive communication regarding and tracking of student issues. Much of this work is coordinated by the Cares Team, a group with representation from multiple functional areas including Housing, Disability Resources, Conduct, Dean of Students, Advising, and Wellness which provides holistic reviews and action plans for students who are referred by concerned faculty, staff, and others.

University Advising Services is comprised of more than 40 professional advisors who serve students in an assigned academic program. The advisors engage students in the development and implementation of meaningful educational goals, informed academic planning, and major selection consistent with their personal values, interests, and abilities. Proactive outreach, extensive use of data for identifying at-risk students, and consistent protocols ensure a quality academic advising experience for students at Rowan.

Multiple **Degree Completion Initiatives** address issues that students can experience in the later stages of their academic programs, which can lead to dropping out of college after amassing a significant number of credits and, often, student loan debt. The Bachelor of General Studies (“B.G.S.”), Rowan’s most flexible degree program, focuses on a strong liberal arts foundation, an individualized focus area, and career preparation. In the last five years, 267 students earned the B.G.S. degree who otherwise would have left Rowan without a Bachelor’s degree. A streamlined reenrollment process for returning students and a process to track and support students on a leave of absence assist students who may not have returned to Rowan following a time away. Additionally, through **Project Graduation Quest**, special staff reach out to former students who have left prior to graduation to invite them to return and to inform them about new options to complete their degrees. Online, evening, and off-site coursework and programs also enable working adults to stay enrolled and graduate. Rowan is participating in the New Jersey Office of the Secretary of Higher Education initiative Some College, No Degree, which involves sharing of data and best practices across the State’s institutions of higher education to improve degree attainment.

Additional Cross-Disciplinary Offerings

In addition to its academic programs within the disciplines, the University offers special programs for students across the campus. Below are descriptions of the missions and key contributions of these programs.

The John H. Martinson **Honors College** houses the Thomas N. Bantivoglio Honors Concentration (“Honors Concentration”), offering unique educational opportunities for a select group of high-achieving students from all colleges at the University. The Honors Concentration requires those who enter as freshmen to complete eight courses, which satisfy the requirements of their majors,

minors, and the Rowan Core, but are taught at a more intellectually stimulating level than non-Honors courses and use innovative pedagogical strategies. These discussion-based classes engage students in ideas and approaches they would not otherwise encounter. Students in the Honors Concentration receive instruction from the University's best faculty in classes capped at 20. These citizen scholars are also expected to be actively engaged in activities on the University's campus as well as in the wider community. Although Honors students have to meet high academic and participatory expectations, they also enjoy a number of special privileges such as guaranteed campus cluster housing, their own computer cluster and student lounge, priority registration, extended library borrowing, and numerous extracurricular activities (student-run Honors interest groups, invited speakers, and free trips to museums and cultural events in New York, Philadelphia, and Washington, D.C.). They are also eligible for funding to study abroad as well as financial support for independent research. Honors Concentration is supported by a significant donation from Thomas N. Bantivoglio, their benefactor, which allows the Honors Concentration to provide its students with opportunities for learning, participation, and service that set them apart from other students. Honors courses and the designation Honors Studies appear on students' transcripts and diplomas.

The **International Center** (the "Center") actively supports international initiatives at the University. The Center supports the internationalization and globalization of Rowan by offering comprehensive services in the following areas: creation and cultivation of partnerships with overseas institutions, cultural adjustment of international students, English Language Program for international students, immigration advising for international students and scholars, international travel policy, recruitment and admissions of international graduate students, and study abroad programs. The Center is committed to providing support services to students, faculty, and professionals engaged in international education and research; coordinating and presenting internationally focused programs to the Rowan community; and building partnerships with foreign institutions to provide global learning experiences. The Center is responsible for the support of International Students and Scholars at Rowan and remains available to support international students through walk-in advising, academic and cultural workshops, enrichment activities, and social programming. Our diverse international student population also serves as an important peer network for their fellow students and contributes to our mission of sustaining an environment that fosters personal growth, cultural understanding, and academic success. The staff of the Center understands the unique needs of international students and is committed to providing excellent service throughout their time at the University. As part of its Study Abroad program, the Center offers Rowan students the opportunity to study throughout Africa, Asia, Australia, Europe, and Central and South America. These programs create multiple ways to prepare our students for a global market, which comes with very diverse products, services, and ideas. Students work with academic advisors in their major to select a course of study that enables them to complete one semester, one year, or a summer session. All credits count toward a Rowan degree, and all scholarships and financial aid are applicable. The Center also offers intensive English language training for international students and local immigrants around the year.

Co-Curricular Activities and Services

The University recognizes the value of a structured plan for engaging students in purposeful educational activities both inside and outside of the classroom. Co-curricular activities provide students with the opportunity to develop a commitment to ethical behavior, civic engagement, and inclusiveness as well as strengthen their intellectual, workplace, critical decision-making, and practical application skills. The Division of Student Life serves as a catalyst for a significant number of engagement opportunities for students. Opportunities for student involvement across campus include Freshman Connection, Leadership Rowan, Rowan After Hours, Admissions Ambassadors, Intramurals, Residential Learning and University Housing, Learning Communities, Service Learning and Volunteerism, Student Government, Fraternities and Sororities, Peer Mentoring Programs, Student Patrol, Community Safety Assistants, Resident Assistant Program, Student Internships and Employment, Peer Referral and Orientation Program, Student Tutor Program, Campus Hearing Board, and a variety of student clubs and organizations to provide opportunities for students to increase their knowledge, skills, and experience as they prepare themselves for living in a complex world.

Athletic Programs

The University has 18 varsity athletic teams (8 men, 10 women) that are members of the NCAA Division III and the New Jersey Athletic Conference (NJAC). The University has won 11 NCAA Championships all-time and more than 150 NJAC Championships in the past five decades. As a Division III institution, the University is committed to providing both a challenging competitive experience and a successful academic experience for its student athletes. The athletic programs enhance the profile of the University through their active recruitment and successful retention of students. Athletics brings more potential students to the campus than any other program. The graduation rate of the student athletes is well above, not only the national norm, but also the norm for all Rowan students.

Accreditation

The University is accredited by the Middle States Commission on Higher Education. Additional accreditations and professional affiliations of programs are as follows:

- **The William G. Rohrer College of Business:** Association to Advance Collegiate Schools of Business; Computing Accreditation Commission of ABET.
- **The Ric Edelman College of Communication and Creative Arts:** National Association of Schools of Art and Design; Certification in Education for Public Relations.
- **The College of Education:** Counsel for the Accreditation of Educator Preparation; Association for Childhood Education International; American Council on the Teaching of Foreign Languages; Council for Exceptional Children; Educational Leadership Constituent Council; International Reading Association; National Association for the Education of Young Children; National Association of School Psychologists; National Association for Sport and Physical Education; National Council of Teachers of English; National Council of Teachers of Mathematics; National Science Teachers Association; Teachers of English to Speakers of Other Languages; Council for Accreditation of Counseling and Related Educational Programs.
- **The Henry M. Rowan College of Engineering:** Engineering Accreditation Commission of ABET.
- **The College of Performing Arts:** National Association of Schools of Music; National Association of Schools of Theatre.
- **The College of Science and Mathematics:** American Chemical Society; Computing Accreditation Commission of ABET; American Institute of Physics.
- **The Cooper Medical School of Rowan University:** Liaison Committee on Medical Education.
- **The Rowan-Virtua School of Osteopathic Medicine:** Commission on Osteopathic College Accreditation, American Osteopathic Association; Council on Osteopathic Postdoctoral Training Institutions, American Osteopathic Association.
- **The Rita and Larry Salva School of Nursing and Health Professions:** Commission on Accreditation of Athletic Training Education; National Wellness Institute; Commission on Collegiate Nursing Education, American Association of Colleges of Nursing.
- **Rowan University Shreiber School of Veterinary Medicine:** Rowan is in the process of obtaining a Letter of Reasonable Assurance from the American Veterinary Medical Association's Council on Education which would allow the school to admit its inaugural class

Enhancing Educational Excellence through Philanthropic Support

The mission of the Division of University Advancement is to build strong, lasting relationships with the University among alumni, donors and other key constituents to encourage investment in and support of Rowan University. The University has made significant progress in the area of philanthropy over the past several years.

In FY 2020, Ric and Jean Edelman committed \$10 million to create an endowment to support academic scholarships and professional development for students majoring in studies leading to a degree from the Ric Edelman College of Communication and Creative Arts.

In FY 2021, the Robert Wood Johnson Foundation awarded a grant totaling over \$1.6 million to support the continued development of the Rowan University School of Osteopathic Medicine (currently known as the Rowan-Virtua School of Osteopathic Medicine). The grant maximizes the potential of the school's new campus at Rowan College of South Jersey-Gloucester by training even more future physicians and making healthcare more accessible for residents of southern New Jersey.

In FY 2022, the University received a cornerstone gift commitment of \$85 million from Virtua Health. This gift will fuel the creation of a new academic health system, and will create opportunities to (1) educate and train New Jersey's next generation of physicians; (2) innovate by researching, developing and testing new therapies, treatments, and models of care; and (3) increase health equity by meeting the needs of the underserved in the region.

Also in FY 2022, John H. Martinson made a gift commitment of \$5 million in support of the Honors College, which was renamed in his honor. Additionally, Sunitha Menon-Rudolf and Paul Grand made a gift of \$4.22 million to support initiatives within the College of Science and Mathematics. These gifts, along with the aforementioned gift from Virtua Health, as well as many other contributions, resulted in the University raising \$108.5 million in FY 2022 – the most funds it has raised in a single year in its 100-year-old history.

In FY 2023, Gerald B. Shreiber made a gift commitment of \$30 million to name New Jersey's first school of veterinary medicine. The gift is the third largest ever made to the University, and will fund scholarships. The Gerald B. Shreiber School of Veterinary Medicine, which will open its doors to its first students for the Fall 2025 semester, makes the University one of only two institutions in the country to offer M.D., D.O. and D.V.M. degrees.

As the University gathers momentum following transformational milestones, the Division of University Advancement continues to build on its successes to meet the demands of the growing institution. The University's first comprehensive campaign concluded June 30, 2020 and secured \$120.4 million (100.3% of goal) in new gifts and pledges including the gifts from the Henry M. Rowan Family Foundation, William G. Rohrer Charitable Foundation and Ric and Jean Edelman described above. The Division is currently planning the University's next comprehensive campaign, which is expected to have a significantly higher goal than the effort that concluded in

2020. Indeed, still in its “quiet phase,” the yet-to-be-named campaign has raised more than \$156 million in its first two years.

As of June 30, 2023, the Rowan University Foundation reported a net position of \$390 million. The Rowan University Foundation Board is responsible for the investment of the gifts and makes annual grants to the University. Amounts received by the University from the Rowan Foundation in fiscal years 2019 through 2023 are as follows:

**Rowan University Foundation
Allocations to University**

FY 2019	\$10,928,523
FY 2020	\$10,547,769
FY 2021	\$11,808,167
FY 2022	\$13,844,804
FY 2023	\$14,373,224

Governing Body

The governing body of the University is a Board of Trustees (“Board”) consisting of fifteen lay members (two of which are vacant), a voting student trustee, a non-voting student trustee, and the President of the University who is ex officio, non-voting. The Governor appoints each lay member with the advice and consent of the State Senate for six-year terms; upon expiration of their term, the board member continues to serve until the new board member assumes their seat.

The Board is responsible for determining the mission and goals of the University, establishing policies, setting educational curriculum, fixing tuition rates and fees, entering into contracts and agreements, granting diplomas, and borrowing money on behalf of the University. The Board also appoints and reviews the President of the University.

The present Board, their respective places of business or residence (in New Jersey), expiration date of their current terms and occupations are:

<u>Trustee</u>	<u>Term Expires</u>	<u>Occupation</u>
Brenda J. Bacon Voorhees, NJ	June 30, 2027	President and CEO Brandywine Senior Living
Chad Bruner Chair Sewell, NJ	June 30, 2029	Gloucester County Administrator
Anthony Calabrese Voorhees, NJ	June 30, 2025	Founder and former President and CEO of United Computer Sales & Services
Michael Carbone Bonita Springs, FL	June 30, 2029	Retired, Senior Vice President and Regional President, Metro Philadelphia TD Bank
Jean Edelman Secretary Great Falls, VA	June 30, 2025	Co-Founder Edelman Financial Services
Dr. Thomas J. Gallia Glassboro, NJ	June 30, 2027	Vice President Emeritus Rowan University
Frank Giordano Moorestown, NJ	June 30, 2026	Executive Director U.S. Semiquincentennial Commission
Kris Kolluri, Esq. Princeton, NJ	June 30, 2025	CEO of the Gateway Development Commission

<u>Trustee</u>	<u>Term Expires</u>	<u>Occupation</u>
Barbara Armand Kushner New York, NY	June 30, 2025	President and CEO, Armand Corporation
George S. Loesch Mt. Laurel, NJ	June 30, 2028	Vice President, Corporate Services & Marketing Conner Strong & Buckelew
Nikitas Moustakas, Esq. Haddonfield, NJ	June 30, 2026	Managing Partner, Moustakas Nelson LLC
Nick Petroni Glassboro, NJ	June 30, 2028	Retired, Owner and Managing Member, Petroni & Associates
Larry Salva Vice Chair Philadelphia, PA	June 30, 2025	Retired, Executive Vice President & Chief Accounting Officer Comcast Corporation
Virginia Smith Upper Makefield, PA	June 30, 2028	Chair and Vice President Inductotherm Corporation
Ali Houshmand Mullica Hill, NJ	Ex officio	President Rowan University

Administrative and Academic Officers

The major administrative and academic officers of the University include the President, as chief executive officer and ex officio member of the Board, a Provost/Senior Vice President for Academic Affairs; a Dean of Cooper Medical School of Rowan University; a Dean of the School of Osteopathic Medicine; a Senior Vice President for Finance and Chief Financial Officer; a General Counsel; and a Chief of Staff; and a Vice President for University Advancement and Executive Director of the Rowan University Foundation. The persons currently holding said offices are as follows:

Dr. Ali A. Houshmand started with the University in August 2006 and became Rowan University's seventh president in 2012 after serving for approximately six years as provost/senior vice president, CEO and interim president. Inaugurated September 20, 2013, Houshmand is a dynamic leader whose personal connection with students, employees, alumni, government leaders, the business community and the public has become a hallmark of his presidency. A lifelong believer in the power of education, Houshmand holds master's and doctoral degrees in industrial and operations engineering. His entrepreneurial approach to growing the University has focused on four goals: increasing access, improving quality, ensuring affordability and promoting economic development. His success is evident. Under Houshmand, Rowan has evolved from a well-regarded state school to a rising Carnegie-classified national research university with two medical schools and, soon, New Jersey's first veterinary school. For the third consecutive year, Rowan has been named the fourth fastest-growing research university among public doctoral institutions. Rowan offers bachelor's through doctoral programs to nearly 23,000 students through its campuses and online.

Dr. Anthony (Tony) Lowman started with the University in January 2013 and is the Provost and Senior Vice President for Academic Affairs effective July 1, 2019. Dr. Lowman served as Dean of the Henry M. Rowan College of Engineering since 2013 where he had a tremendously successful tenure, including the development of Engineering's Ph.D. programs, the rapid integration of research throughout all the departments, the formation of critically important industry partnerships and the elevation of the College of Engineering's reputation nationally. He is a dynamic leader who is credited, in part, with the great strides the University has made in recent years. He has published more than 100 refereed journal articles and book chapters, and has more than 20 US and worldwide patents issued. He was previously honored as one of the top 100 Scientific Innovators in the world under the age of 35 as named by the MIT-Technology Review Magazine. Dr. Lowman received his degrees in chemical engineering at the University of Virginia (B.S., 1993) and at Purdue University (Ph.D., 1997).

Annette C. Reboli M.D., FACP, FIDSA, FSHEA started with the University in September 2010 and is the Dean and Professor of Medicine of Cooper Medical School of Rowan University. She serves as the Chief Academic Officer, executive and intellectual leader of the medical school. She served as Vice Dean from 2010 – 2016 and led the institution through all phases of the accreditation process. Dr. Reboli earned her medical degree from Georgetown University School of Medicine in 1981. She is board certified in Internal Medicine and in Infectious Diseases. She was a Professor of Medicine at the University of Medicine and Dentistry of New Jersey/Robert

Wood Johnson Medical School. From 1999-2010 she was the Hospital Epidemiologist and the Head of the Infectious Diseases Division at Cooper University Healthcare in Camden, New Jersey. She served as the Deputy Chief of the Department of Medicine from 2007 – 2010. She is internationally known for her research on invasive candidiasis. She is a Fellow of the American College of Physicians, the Infectious Diseases Society of America, and the Society of Hospital Epidemiologists of America.

Richard T. Jermyn, D.O., F.A.A.P.M.R. started with the University in July 2012 and was appointed Interim Dean of the Rowan-Virtua School of Osteopathic Medicine in February 2023. Dr. Jermyn is a pioneer in treatment, education and research in the field of pain management and, more recently, addiction medicine. His career has focused on underserved communities and spans HIV, chronic pain and addiction medicine. Dr. Jermyn has oversight of all academic, research, and clinical affairs at the medical school. Dr. Jermyn's research has netted more than \$25 million in funding for the medical school, including grants to educate all providers in New Jersey on the appropriate prescription of opioids. Dr. Jermyn has provided significant contributions and leadership on a number of national, professional, and academic committees and is the recipient of many awards. Dr. Jermyn earned his medical degree from the Philadelphia College of Osteopathic Medicine and followed that with a residency in Physical Medicine at Temple University/Moss Rehabilitation Hospital.

Joseph Scully started with the University in October 2020 and is Senior Vice President for Finance and Chief Financial Officer. Mr. Scully joined Rowan in October 2000. Mr. Scully has over 35 years of accounting and finance experience holding financial positions in both higher education and health care. In his current capacity he is directly responsible for the effective operation and management of the Finance Division and the financial affairs of the University as well as those of the Facilities and Operations Division. He is responsible for leading and managing the University operations that include financial reporting, accounting, budgeting and analysis, payroll, procurement, accounts payable, bursar and treasury functions and facilities and construction. Mr. Scully is a graduate of LaSalle University, where he received a B.S. in Accounting and an MBA in Finance. Mr. Scully is also a Certified Public Accountant.

Melissa Wheatcroft, Esquire started with the University in November 2012 and is the General Counsel. She began her legal career in private practice at Archer and Greiner, P.C., in Haddonfield, New Jersey in the labor and employment department in 1999. Ms. Wheatcroft's practice included litigation and employer counseling on all issues relating to labor and employment law. She joined Bancroft Neurohealth, later renamed Bancroft, a non-profit provider of residential and educational services to individuals with brain injuries and developmental disabilities in 2005 as General Counsel. Ms. Wheatcroft was promoted to Vice President of Quality Management and General Counsel and assumed responsibility for all internal investigations, risk management, and legal affairs at Bancroft in 2006. She served in that role until 2011 when she became Vice President of Operations and assumed responsibility for all programs at Bancroft. Ms. Wheatcroft joined Rowan in November 2012 as Associate General Counsel. In that role, she provided legal consultation to all colleges and departments and managed daily legal matters of the University. Ms. Wheatcroft became a member of the President's Administrative Cabinet in 2013 and was promoted to General Counsel in October, 2015. In the role of General Counsel, Ms. Wheatcroft

advises the University on matters of governance and issues of strategic importance in addition to general legal matters facing the University and serves as a member of the President's Executive Cabinet. Ms. Wheatcroft also serves as the liaison to the Board of Trustees. Ms. Wheatcroft graduated summa cum laude from Rutgers Law School at Camden in 1999 and earned her undergraduate degree in Spanish also summa cum laude from St. Joseph's University in 1996.

R.J. Tallarida, Jr started with the University in October 2008 and is the Chief of Staff and is responsible for the leadership and management of the Office of the President and serves as the President's designee and proxy on important university-wide initiatives including economic development activities and major partnerships and affiliations. Mr. Tallarida is also responsible for the oversight, coordination and implementation of the University of the Future strategic plan. His portfolio of responsibility includes management of the Offices of Government Relations and External Partnerships, University Events and Community Relations. Mr. Tallarida ensures continuity in building and growing the University's external engagement program, which includes working directly with major donors, prospects and friends of Rowan University. Mr. Tallarida joined the University in 2008 as Development Director and was promoted to progressively responsible positions including Assistant Vice President for Development, Associate Vice President for University Advancement, Vice President for University Advancement, and most recently, Vice President and Chief Growth Officer. Across his roles, Mr. Tallarida has been instrumental in building and growing Rowan's fundraising and external engagement programs and in helping capitalize on the institution's growing momentum and opportunities. Prior to joining the University, he served as deputy chief of staff for a member of the United States House of Representatives and managed the congressman's legislative office in Washington, D.C. He earned a bachelor's degree from Temple University.

Jesse R. Shafer started with the University in June 2021 as Vice President for University Advancement and Executive Director of the Rowan University Foundation. He has more than 30 years of experience in the non-profit-sector, nearly 20 of which have been in higher education. Prior to joining Rowan, Mr. Shafer was Vice President for Development & Alumni Relations at Philadelphia University (now Jefferson University), where he helped lead the University's most successful capital campaign in its history; the effort secured more than \$62.5 million in investment. He was also Vice President with CCS Fundraising, one of the largest fundraising consulting firms in the world. In this post, he directed four successful capital campaigns for, respectively, The Pennsylvania School for the Deaf, Devereux Pennsylvania, Lehigh Valley Hospital & Health Network, and The Salvation Army of Eastern Pennsylvania & Delaware Division. These campaigns raised more than \$95 million in aggregate. Mr. Shafer has also served as a consultant with Averill Fundraising Solutions, and Vice President with the Ed Snider Youth Hockey Foundation. He began his career with Temple University, where he served in a number of fundraising roles. He earned a bachelor's degree in English Literature from La Salle University.

Faculty Data

For the 2022-2023 academic year, the full-time teaching faculty total 554. For the 2022-2023 academic year, 87% of the full-time teaching faculty holds doctoral or other appropriate terminal degrees. The overall student/faculty ratio of full-time equivalent students to full-time equivalent faculty in academic year 2022-2023 is 17 to 1.

Source: Common Data Set 2022-2023.

Enrollment Data

The following tables present the enrollment data for full-time, part-time and summer session students at the University on both a full-time equated ("FTE") and head count basis for the indicated academic years.

Undergraduate Enrollment

	<u>Full-Time</u>		<u>Part-Time</u>		<u>Summer</u>		<u>Total</u>	
<u>Year</u>	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽²⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽²⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽³⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽⁴⁾
18-19	13,425	15,169	962	3,811	556	3,651	14,943	22,631
19-20	13,486	15,215	937	3,622	572	3,806	14,995	22,643
20-21	13,096	14,875	980	3,420	656	4,330	14,732	22,625
21-22	12,395	14,185	944	3,374	651	3,943	13,990	21,502
22-23	12,542	14,247	838	3,078	644	3,916	14,024	21,241

Graduate Enrollment (Traditional)

	<u>Full-Time</u>		<u>Part-Time</u>		<u>Summer</u>		<u>Total</u>	
<u>Year</u>	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽²⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽²⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽³⁾	<u>FTE</u> ⁽¹⁾	<u>Actual</u> ⁽⁴⁾
18-19	405	627	671	2,327	261	1,372	1,337	4,326
19-20	513	789	689	2,374	308	1,586	1,510	4,749
20-21	587	895	680	2,346	321	1,627	1,588	4,868
21-22	689	1,040	679	2,307	318	1,571	1,685	4,918
22-23	909	1,402	675	2,295	320	1,654	1,905	5,351

⁽¹⁾ Full-Time Equated ("FTE") means the total number of instruction credits taught in the University each year divided by 30 for undergraduate students and by 24 for graduate instruction credits. Numbers in Total might not add up due to rounding.

⁽²⁾ Unduplicated head count (fall/spring)

⁽³⁾ Unduplicated head count (summer only)

⁽⁴⁾ head count (summer/fall/spring)

Source: University Census Enrollment Records

Admissions

The table below presents the number of first-time degree seeking undergraduate applicants, the number of those applicants accepted, the percentage of the first-time applicants accepted, the number of those applicants registered, the percentage of the transfer acceptances registered and the number of transfer students registered for the Fall semester for the years indicated.

Full-Time and Part-Time Admissions

<u>Fall Semester</u>	<u>Number of First Time Undergraduate Applicants</u>	<u>First Time Undergraduate Applicants Accepted</u>	<u>% of Undergraduate Applicants Accepted</u>	<u>First Time Undergraduate Applicants Registered</u>	<u>% of Transfer Acceptances Registered</u>	<u>Number of Transfer Students Registered</u>
2019	14,695	10,890	74.1	2,695	57.6	1,682
2020	14,763	11,517	78.0	2,239	55.8	1,719
2021	11,659	9,767	83.8	2,191	55.1	1,614
2022	16,903	13,006	77.0	2,585	60.9	1,915
2023	17,923	13,758	76.8	2,555	60.1	1,803

Source: University Census Enrollment Records

SAT Scores

Presented below is the mean math, verbal and combined SAT scores of first-time entering students at the University for the Fall semesters of the years indicated:

<u>Fall Semester</u>	<u>Mean Score Verbal</u>	<u>Mean Score Math</u>	<u>Combined</u>
2019	633	649	1,282
2020	634	644	1,278
*2021	592	593	1,185
*2022	602	597	1,199
*2023	609	601	1,210

**Includes all Admits – special admits category was removed and are included with regular admits. Prior years only included regular admits.*

Source: University Census Enrollment Records

Degrees Conferred

The table below details the number of degrees awarded for the academic years indicated (Fall, Spring & Summer graduations).

<u>Academic Year</u>	<u>Bachelors Degrees Awarded</u>	<u>Masters Degrees Awarded</u>	<u>Doctoral Degrees Awarded</u>	<u>MD Degrees Awarded</u>	<u>Osteopathic Medicine Degrees Awarded</u>
18-19	3,858	551	27	75	156
19-20	4,299	635	35	80	177
20-21	4,684	830	29	99	169
21-22	4,651	843	43	100	197
22-23	4,653	907	53	104	200

Source: University Graduation Records

Applications, Acceptances and Matriculations - CMSRU

The table below represents the number of applicants, the number of those applicants accepted and the number of those who registered at the CMSRU.

<u>Year</u>	<u>Applications</u>	<u>Acceptances</u>	<u>Matriculations</u>
19-20	3,468	237	111
20-21	3,245	240	111
21-22	3,124	308	115
22-23	2,821	284	119
23-24	2,548	249	113

Source: University Census Enrollment Records

The number of applications includes the number of Rowan University Secondary Applications received, which are the only applications considered for admission. The Common Applications received through the American Medical College Application Service are not considered for admission and thus are not counted in the application total.

MCAT Scores - CMSRU

The following table represents the average MCAT scores of the entering students at the CMSRU.

<u>Year</u>	<u>MCAT</u>
19-20	510
20-21	511
21-22	511
22-23	512
23-24	513

Source: CMSRU Records

Enrollment - CMSRU

The following table represents the unduplicated enrollment at the CMSRU.

<u>Year</u>	<u>Student Enrollment</u>
19-20	424
20-21	447
21-22	445
22-23	448
23-24	459

Source: University Census Enrollment Records

Applications, Acceptances and Matriculations - Rowan-Virtua SOM

The table below represents the number of applicants, the number of those applicants accepted and the number of those who registered at the Rowan-Virtua SOM.

<u>School</u>	<u>Year</u>	<u>Applications</u>	<u>Acceptances</u>	<u>Matriculations</u>
School of Osteopathic Medicine*	19-20	3,056	414	202
	20-21	3,701	410	240
	21-22	4,873	449	231
	22-23	4,273	507	312
	23-24	4,466	553	314
Graduate School of Biomedical Sciences – Ph.D. program	19-20	30	14	5
	20-21	32	15	10
	21-22	26	15	8
	22-23	49	15	11
	23-24	62	15	5
Graduate School of Biomedical Sciences - Master's program	19-20	194	108	51
	20-21	218	118	42
	21-22	179	91	42
	22-23	205	74	33
	23-24	251	83	43

Source: University Census Enrollment and Rowan-Virtua SOM Records

**The number of applications includes the number of Rowan University Secondary Applications received, which are the only applications considered for admission. The Common Applications received through the American Medical College Application Service are not considered for admission and thus are not counted in the application total.*

MCAT Scores - Rowan-Virtua SOM

The following table represents the average MCAT scores of the entering students at the Rowan-Virtua SOM.

<u>Year</u>	<u>MCAT</u>
19-20	506
20-21	506
21-22	506
22-23	505
23-24	506

Source: Rowan-Virtua SOM Records

Enrollment - Rowan-Virtua SOM

The following table represents the unduplicated enrollment at the Rowan-Virtua SOM.

<u>School</u>	<u>Year</u>	<u>Student Enrollment</u>
School of Osteopathic Medicine	19-20	784
	20-21	818
	21-22	848
	22-23	935
	23-24	1,022
Graduate School of Biomedical Sciences – Ph.D. program	19-20	25
	20-21	32
	21-22	36
	22-23	40
	23-24	42
Graduate School of Biomedical Sciences - Master's program	19-20	117
	20-21	119
	21-22	110
	22-23	107
	23-24	99

Source: University Census Enrollment Records

Tuition, Fees and Charges

University students are required to pay tuition, room and board, and fees in accordance with the following schedule (data provided on per-semester basis):

<u>Tuition</u>	<u>Academic Year 2019-20</u>	<u>Academic Year 2020-21</u>	<u>Academic Year 2021-22</u>	<u>Academic Year 2022-23</u>	<u>Academic Year 2023-24</u>
Undergraduate (State Residents)	\$5,038	\$5,151	\$5,151	\$5,357	\$5,625
Undergraduate (Out-of-State Residents)	\$9,454	\$9,667	\$9,667	\$10,054	\$10,557
<u>Room and Board</u>					
Average Room Charge	\$4,157	\$4,282	\$4,410	\$4,542	\$4,656
Average Board Charge	\$2,157	\$2,204	\$2,242	\$2,306	\$2,372
<u>Fees</u>					
Undergraduate	\$1,962	\$2,037	\$2,037	\$2,118	\$2,225

Source: University Records

Annual Tuition

Students are required to pay tuition in accordance with the following schedule:

	<u>Year</u>	<u>Resident</u>	<u>Non-resident</u>
Rowan-Virtua SOM	19-20	\$41,339	\$66,324
	20-21	41,339	66,324
	21-22	41,339	66,324
	22-23	42,503	67,452
	23-24	44,628	70,826
Graduate School of Biomedical Sciences – Ph.D. program	19-20	\$8,202	\$11,882
	20-21	8,202	11,882
	21-22	8,202	11,882
	22-23	8,432	12,084
	23-24	8,854	12,688
Graduate School of Biomedical Sciences - Master's program Note: \$ per credit	19-20	\$835	\$1,049
	20-21	835	1,049
	21-22	835	1,049
	22-23	859	1,067
	23-24	902	1,120
CMSRU			
Tuition	19-20	\$40,479	\$64,240
	20-21	40,479	64,240
	21-22	40,479	64,240
	22-23	42,503	67,452
	23-24	44,628	70,826
Fees	19-20	\$2,290	\$2,290
	20-21	2,290	2,290
	21-22	2,290	2,290
	22-23	2,290	2,290
	23-24	2,370	2,370

Source: University Records

Legislative Appropriations

The New Jersey State legislative appropriations made to the University and the University's operating budget for the past five fiscal years are as follows:

Fiscal Year Ending June 30	Legislative Appropriations per State Budget	MAPS Adjustments (1)	Research Institution Fringe Support (2)	Legislative Appropriations per Rowan Financial Statements (3)	Operating Budget (8)
2020	\$94,479,000	\$31,555,836		\$62,923,164 ⁽⁴⁾	\$547,351,843
2021	\$102,410,000	\$16,715,638		\$85,694,362 ⁽⁵⁾	\$536,021,924
2022	\$132,603,000	\$20,528,189	\$993,000	\$113,067,811 ⁽⁶⁾	\$587,035,188
2023	\$141,153,000	\$24,822,576	\$3,305,000	\$119,635,424 ⁽⁶⁾	\$636,479,608
2024	\$149,027,000	\$36,237,885		\$112,789,115 ⁽⁷⁾	\$674,125,960

- (1) Rowan's appropriations are reduced due to the NJ Medicaid Access to Physician Services ("MAPS") Program within the New Jersey Medicaid program. MAPS has had a minimal impact to the University since as part of this program The reduction to the CMSRU appropriation is offset by a reduction in the pass through payment to Cooper Hospital in the same amount and Rowan-Virtua SOM records increased reimbursement rates from Medicaid which offsets its reduction in appropriations. The MAPS adjustment in FY20 was \$19.4 million with a reduction of the flow through payment of \$17.5 million. FY20 also saw a decrease of \$12.2 million in state appropriations due to the effects of COVID-19 on the State's revenue. The MAPS reduction in FY21 was \$16.7 million with a reduction of the flow through payment of \$15.6 million. The MAPS reduction in FY22 was \$20.5 million with a reduction of the flow through payment of \$19.4 million. The MAPS reduction in FY23 is \$24.8 million with a reduction of the flow through payment of \$23.3 million. The MAPS reduction in FY24 is \$36.2 million with a reduction of the flow through payment to Cooper Hospital of \$21.7 million. The remaining \$14.5 million MAPS reduction is an increase of the MAPS for Rowan-Virtua SOM. The total fee for service component of the MAPS program has not been communicated for FY24. The FY24 YTD MAPS fee for service component resulted a MAPS reduction of \$0.5 million. The FY23 fee for service component resulted in a MAPS reduction of \$2.2 million with a reduction of the flow through payment of \$2.1 million.
- (2) Rowan's share of funding put aside by the State of New Jersey for research institution fringe support. The FY24 amount has not been communicated to Rowan.
- (3) The Appropriations listed do not include appropriations from the state to cover OPEB costs. This is a non cash appropriation to cover the OPEB costs allocated to the University by the state, that the state is obligated to pay.
- (4) Includes a special appropriations of \$2.0 million for CREATEs and \$0.5 million for the Camden Opioid Research Initiative.

- (5) Includes a special appropriations of \$2.0 million for CREATEs, \$0.5 million for the Camden Opioid Research Initiative and \$0.9 million for Child Abuse Research Education and Service Institute.*
- (6) Includes a special appropriations of \$2.0 million for CREATEs, \$1.0 million for the Camden Opioid Research Initiative, \$2.7 million for Child Abuse Research Education and Service Institute, \$0.5 million for Cooper Hospital Population Health and \$7.0 million for the School of Veterinary Medicine.*
- (7) Includes a special appropriations of \$2.0 million for CREATEs, \$1.0 million for the Camden Opioid Research Initiative, \$2.7 million for Child Abuse Research Education and Service Institute, \$0.5 million for Cooper Hospital Population Health and \$12.0 million for the School of Veterinary Medicine.*
- (8) Total operating budget includes the operating costs of the University which primarily includes salary, fringe benefits, non-salary operating and debt service.*

State appropriations remain a vital source of funding for the University. No assurances can be provided as to the level of, and availability of, State funding in subsequent years.

The University cannot pledge any of its legislative appropriations to secure its obligations.

Pension and Retirement Plans

The University participates in four pension plans administered by the State, two of which are defined benefit plans: Public Employees' Retirement System ("PERS") and the Police and Firemen's Retirement System ("PFRS"). The Alternate Benefit Program ("ABP") and the Defined Contribution Retirement Program ("DCRP") are defined contribution plans. Generally, all University employees (except certain classes of part-time, temporary employees, and employees who previously retired from a State pension program) participate in one of the four pension plans.

The University adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* (GASB 68) for fiscal year ended June 30, 2015. GASB 68 addresses accounting and financial reporting for pensions that are provided to the employees of state and local governmental employers. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense related to pensions. Note disclosure and required supplementary information requirements about pensions also are addressed. For defined benefit pensions, this statement also identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Certain University employees are provided with defined benefit pensions through the PERS, PFRS, and TPAF, cost-sharing, multiple-employer defined benefit pension plans administered by the State of New Jersey, Division of Pensions and Benefits. In accordance with the provisions of GASB 68, the University has reported its most current proportionate share of PERS and PFRS net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense and the employer pension expense and related revenue for TPAF which met the criteria for a special funding situation.

The University adopted GASB Statement No. 75, *Accounting and Financial Reporting for Other Postemployment Benefits Other Than Pensions* (GASB 75) for fiscal year ended June 30, 2018. The University's retirees participate in the State Health Benefit State Retired Employees Plan (the "Plan"). Plan description, including benefits provided - The Plan is a single-employer defined benefit other postemployment benefit ("OPEB") plan, which provides medical, prescription drug, and Medicare Part B reimbursements to retirees and their covered dependents. Although the Plan is a single-employer plan, it is treated as a cost-sharing multiple employer plan for standalone reporting purposes. In accordance with N.J.S.A. 52:14-17.32, the State is required to pay the premiums and periodic charges for OPEB of State employees who retire with 25 years or more of credited service, or on a disability pension, from one or more of the following pension plans: the Public Employees' Retirement System ("PERS"), the Alternate Benefit Program ("ABP") or the Police and Firemen's Retirement System ("PFRS"). In addition, Chapter 302, P.L. 1996 provides that for purposes of this Plan, the University's employees retain any and all rights to the health benefits in the Plan, even though the University is considered autonomous from the State, therefore, its employees are classified as State employees. As such, the State is legally obligated for the benefit payments on behalf of the retirees of the University; therefore, the Plan meets the definition of a special funding situation as defined in GASB 75.

Retirees who are not eligible for employer-paid health coverage at retirement can continue in the program by paying the full cost of the insurance for themselves and their covered dependents.

Pursuant to Chapter 78, P.L., 2011, future retirees eligible for postretirement medical coverage, who have less than 20 years of creditable service on June 28, 2011, will be required to pay a percentage of the cost of their healthcare coverage in retirement provided they retire with 25 years or more of pension service credit. The percentage of the premium for which the retiree will be responsible for will be determined based on the retiree's annual retirement benefit and level of coverage.

The Plan is administered on a pay-as-you-go-basis. Accordingly, no assets are accumulated in a qualifying trust that meets the definition of a trust as per GASB 75.

Future Capital Needs

The University continues to consider capital additions on its main campus located in Glassboro and on the West Campus. Currently, the University is planning on the construction of a new building on the West Campus for the School of Nursing and Health Professions which building will house a new 4-year nursing program. The building will be approximately 42,000 square feet and cost approximately \$30 million dollars. A grant from the State (HEFT Grant) in the amount of \$11.9 million dollars will be contributed for a portion of the cost of the project.

It is expected that future projects will be funded through a combination of public/private partnerships, private development, state funding, bonds, unrestricted net assets, long term lease structures, capital campaigns, annual gifts and pledges.

APPENDIX B

**INDEPENDENT AUDITORS' REPORT AND AUDITED FINANCIAL STATEMENTS OF THE
PUBLIC UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)

Basic Financial Statements,
Management's Discussion and Analysis
and Required Supplementary Information

June 30, 2023 and 2022

(With Independent Auditors' Report Thereon)

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)

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KPMG LLP
New Jersey Headquarters
51 John F. Kennedy Parkway
Short Hills, NJ 07078-2702

Independent Auditors' Report

The Board of Trustees
Rowan University:

Opinions

We have audited the financial statements of the business-type activities and the aggregate discretely presented component units of Rowan University (the University), a component unit of the State of New Jersey, as of and for the years ended June 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the University's basic financial statements for the years then ended as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate discretely presented component units of the University, as of June 30, 2023 and 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the University and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in note 1(b)(xiv) to the financial statements, in 2023, the University adopted Governmental Accounting Standards Boards (GASB) Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, and Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our opinions are not modified with respect to these matters.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the University's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not



a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the University's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the University's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis, the schedules of employer contributions, the schedules of proportionate share of net pension liability, and the schedule of proportionate share of the total OPEB liability be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

KPMG LLP

Short Hills, New Jersey
December 21, 2023

Introduction

This section of Rowan University's (the University) financial statements presents our discussion and analysis of the University's financial performance for the fiscal years ended June 30, 2023 and 2022 with certain comparative amounts for the year ended June 30, 2021. Since this discussion and analysis is designed to focus on current activities, it should be read in conjunction with the University's basic financial statements, which follows this section. Management has prepared the financial statements and the related note disclosures, along with the discussion and analysis.

University Overview

Rowan University is a Carnegie-classified national doctoral research institution dedicated to excellence in undergraduate education. A public research university, it has campuses in Glassboro, Camden and Stratford, New Jersey, as well as online programs. Rowan is recognized for its nationally ranked academic and athletic programs, talented faculty and researchers and high-tech facilities. Rowan prides itself on being able to provide its approximately 22,000 students an outstanding education at an exceptional value. Rowan is marking its Centennial year in 2023.

The University comprises eight academic colleges and nine schools, including the William G. Rohrer College of Business; the Ric Edelman College of Communication & Creative Arts; the Henry M. Rowan College of Engineering; Virtua Health College of Medicine & Life Sciences; the Colleges of: Education, Humanities & Social Sciences, Performing Arts, and Science & Mathematics; Cooper Medical School of Rowan University (CMSRU); Rowan-Virtua School of Osteopathic Medicine (SOM); the Rowan-Virtua School of Translational Biomedical Engineering & Sciences; the School of Innovation & Entrepreneurship; the Rita & Larry Salva School of Nursing & Health Professions; the School of Professional Studies; and the School of Earth & Environment, along with the interdisciplinary John H. Martinson Honors College and the School of Graduate Studies. The Shreiber School of Veterinary Medicine (SVM) is expected to welcome its first class in 2025. Rowan's Division of Global Learning & Partnerships offers flexible undergraduate and graduate programs on campus and off site – including at two area community colleges – and online. Within these colleges and schools the University offers more than 90 bachelor's degrees, 48 master's degrees, nine research/scholarship doctoral degrees (Ed.D. and Ph.D.) and two professional doctoral degrees, a Doctor of Medicine (M.D.) and a Doctor of Osteopathic Medicine (D.O.).

Rowan is one of four public universities in the nation to offer M.D. and D.O. medical degree programs. With the addition of SVM, expected in 2025, the University will be one of two universities in the U.S. to offer three medical degrees.

The institution is also home to the South Jersey Technology Park, which fosters the translation of applied research into commercial products and processes. In 2022, U.S. News & World Report ranked Rowan among the top 100 public universities in the nation. The publication ranked the University #122 in Best Value Schools; #132 in Best Colleges for Veterans; #137 in Best Undergraduate Engineering Programs; #194 in National Universities overall; #209 in Top Performers on Social Mobility; and #356 in Nursing.

Additionally, the Carnegie Classification of Institutions of Higher Education has designated Rowan as an R2 institution (high research activity), making it just one of 133 of more than 3,900 colleges and universities across the country with that distinction.

In August 2023, the Chronicle of Education named the University the fourth fastest-growing public research university in the nation.

Rowan University is licensed and authorized by the State of New Jersey (the State) to offer baccalaureate degrees, post-baccalaureate certificates, master's degrees, specialist programs, graduate certificates, doctoral programs, and professional programs in accordance with its programmatic mission as a comprehensive public research university. The New Jersey Legislature appropriates funds annually to support the University. However,

the University operates autonomously from the State. Rowan is accredited by the Middle States Commission on Higher Education.

Financial Statements

The University's basic financial statements include three financial statements: statement of net position; statement of revenues, expenses and changes in net position; and statement of cash flows, which have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (GASB). These statements focus on its assets, liabilities, deferred outflows and deferred inflows of resources, revenues, expenses, and cash flows on an entity-wide basis.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (GASB 94), was implemented in FY2023, effective July 1, 2021. The statement improves the information needs of financial statement users by improving the comparability of financial statements among governments that enter into public-private or public-public partnerships and availability payment arrangements by enhancing the understandability, reliability, relevance, and consistency of information. The amounts reported for fiscal year 2022 have been restated for the implementation of GASB 94.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96), was implemented in FY2023, effective July 1, 2021. This statement improves the financial reporting by establishing a definition for subscription-based information technology arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions meeting that definition. It defines SBITAs as a contract that conveys control of the right to use another party's IT software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction. Under this statement a government entity is required to establish a right-of-use subscription asset and a corresponding subscription liability. The amounts reported for fiscal year 2022 have been restated for the implementation of GASB 96.

GASB Statement No. 87, *Leases* (GASB 87) was implemented in FY2022, effective July 1, 2020. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-of-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The implementation of GASB 87 impacts all three financial statements. The amounts reported for fiscal year 2021 have been restated for the implementation of GASB 87.

Statement of Net Position

The statement of net position presents the assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position of the University as of the end of the fiscal year. The statement of net position is a point of time financial statement. The purpose of the statement of net position is to present to the readers of the financial statements a fiscal snapshot of the University. The statement of net position presents end-of-the-year data concerning assets (current and noncurrent), deferred outflows of resources, liabilities (current and noncurrent), deferred inflows of resources, and net position.

Net position is one indicator of the current financial condition of the University while the change in net position is an indicator of whether the overall financial condition has improved or worsened during the year.

From the data presented, readers of the statement of net position are able to determine the assets available to continue the operations of the University. They are also able to determine how much the University owes vendors, investors, and lending institutions. Finally, the statement of net position provides a picture of the net position (assets plus deferred outflows of resources minus liabilities minus deferred inflows of resources) and their availability for expenditure by the University.

Net position is divided into three major categories. The first category, net investment in capital assets, provides the institution's equity in property, plant, and equipment owned or leased (including similar subscription arrangements) by the institution less any debt outstanding to finance capital activity. The next category is restricted expendable net position. Restricted expendable net position represents amounts available for expenditure by the institution but must be spent for purposes as determined by donors and/or external entities that have placed time or purpose restrictions on the use of the assets. The final category is unrestricted net position. Unrestricted net position is available to the University for any lawful purpose of the University.

A condensed summary of the University's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position as of June 30, 2023, 2022, and 2021 follows:

Condensed Statements of Net Position (in thousands)			
	2023	2022	2021*
Current assets	\$ 235,218	252,355	274,482
Capital assets, net	1,046,711	1,037,581	1,021,751
Other noncurrent assets	235,444	275,417	216,315
Total assets	1,517,373	1,565,353	1,512,548
Deferred outflows of resources	137,624	61,535	53,376
Total assets and deferred outflows of resources	1,654,997	1,626,888	1,565,924
Current liabilities	182,033	147,994	138,544
Noncurrent liabilities	1,208,195	1,187,531	1,095,990
Total liabilities	1,390,228	1,335,525	1,234,534
Deferred inflows of resources	133,135	162,040	211,829
Total liabilities and deferred inflows of resources	1,523,363	1,497,565	1,446,363
Net position:			
Net investment in capital assets	196,472	174,782	189,808
Restricted expendable	36,816	29,244	29,509
Unrestricted	(101,654)	(74,703)	(99,756)
Total net position	\$ 131,634	129,323	119,561

* Amounts not restated for GASB 94 and GASB 96.

Current assets consist of cash and cash equivalents, deposits held by trustees under bond agreements for current principal and interest payments, the current portion of lease receivables, as well as other receivables, current portion of investments and other current assets. Noncurrent assets consist of deposits held by trustees under agreements for capital activities and long-term capitalized interest, investments, lease receivables, as well as other receivables and net capital assets. Deferred outflows of resources consist of those related to pensions and the loss on bond refinancing. Current liabilities consist of accounts payable and accrued expenses, unearned revenue and the current portion of bonds payable, leases payable to component unit, other long-term debt and financed purchase obligations. Noncurrent liabilities consist of compensated absences, unearned revenue, other liabilities, deposits held in custody for others, bonds payable, net pension liability, leases payable to component unit and other long-term debt. Deferred inflows of resources consist of those related to pensions, the gain on bond refinancing, deferred amounts for leases to be recognized in future periods, and service concession arrangement.

Fiscal Year 2023 Compared to 2022

The University's total assets decreased \$48.0 million from \$1,565.4 million at June 30, 2022 to \$1,517.4 million at June 30, 2023. Current assets decreased \$17.1 million, capital assets increased \$9.1 million, and other noncurrent assets decreased \$40.0 million.

The primary causes for the changes in assets are as follows:

- Within current assets, unrestricted cash and cash equivalents decreased \$35.9 million, primarily as a result of increased transfers to investments. Restricted cash and cash equivalents increased \$3.8 million, primarily as a result of appropriations related to the SVM. Receivables decreased by \$5.0 million, primarily as a result of a decrease in grants receivables of \$5.3 million and professional services of \$3.6 million offset by an increase of \$2.4 million and \$0.8 million in student receivables and interest and other, respectively. Investments increased by \$15.5 million, primarily due to \$12.7 million increase in unrealized gains. Restricted deposits held by trustees increased by \$2.4 million and other current assets increased by \$2.0 million.
- Net capital assets increased approximately \$9.1 million primarily due to an increase in building improvements of \$54.5 million, equipment of \$16.3 million, and land improvements of \$1.3 million, offset by depreciation and amortization of \$63.0 million.
- Other noncurrent assets decreased \$40.0 million for the year ended June 30, 2023. The decrease is primarily due to a \$34.5 million decrease in noncurrent restricted deposits held by trustees and a decrease of \$4.0 million in long-term investments.

Deferred outflows of resources increased \$76.1 million primarily due to loss on bond refinancing of \$77.3 million with direct placement debt of the Industrial Development Authority of the City of Phoenix, Arizona (IDA) Series 2022A and Series 2022B bonds.

Current liabilities increased \$34.0 million. The increase is primarily attributed to a \$29.5 million increase in current long-term debt, \$3.1 million increase in unearned revenue due to grant funds received in advance, and an increase \$1.4 million in accrued expenses.

Noncurrent liabilities increased \$20.7 million. This increase is due primarily to an increase long-term debt of \$18.2 million and an increase of \$8.2 million in net pension liabilities, offset by a decrease unearned revenue of \$2.7 million and leases-component of \$0.7 million.

Deferred inflows of resources decreased \$28.9 million due primarily to the decrease of \$26.4 million in pension related deferred inflows of resources.

Total net position increased by \$2.3 million at June 30, 2023 which is primarily the result of a \$27.0 million decrease in unrestricted net position, offset by a \$21.7 million increase of net investment of capital assets and a \$7.6 million increase of the expendable restricted net position.

Fiscal Year 2022 Compared to 2021

The University's total assets increased \$52.8 million from \$1,512.6 million at June 30, 2021 to \$1,565.4 million at June 30, 2022. Current assets decreased \$22.1 million, capital assets increased \$15.8 million, and other noncurrent assets increased \$59.1 million.

The primary causes for the changes in assets are as follows:

- Within current assets, unrestricted cash and cash equivalents decreased \$27.1 million primarily as a result of increased transfers to investments. Receivables increased by \$2.9 million primarily as a result of an increase in grants receivables of \$6.2 million as a result of the increased activity and \$0.7 million in student

receivables offset by a decrease in State of New Jersey and professional services of \$3.2 million and \$1.5 million, respectively.

- Net capital assets increased approximately \$15.8 million primarily due to an increase of \$15.0 million in financed purchase assets as a result of a new agreement for a parking garage, \$19.9 million as a result of the progress on the Jean and Ric Edelman Fossil Park as well as other building improvements and equipment of \$22.0 million and \$7.5 million, respectively, and an increase of \$10.8 million as a result of implementing GASB 96 offset by depreciation and amortization of \$58.8 million.
- Other noncurrent assets increased \$59.1 million for the year ended June 30, 2022. The increase is primarily due to a \$75.0 million increase in noncurrent restricted cash and cash equivalents received for construction of the veterinary school building and an increase of \$17.7 million in long-term investments, offset by a decrease deposits held by trustees of \$29.4 million as a result of drawdowns related to construction progress.

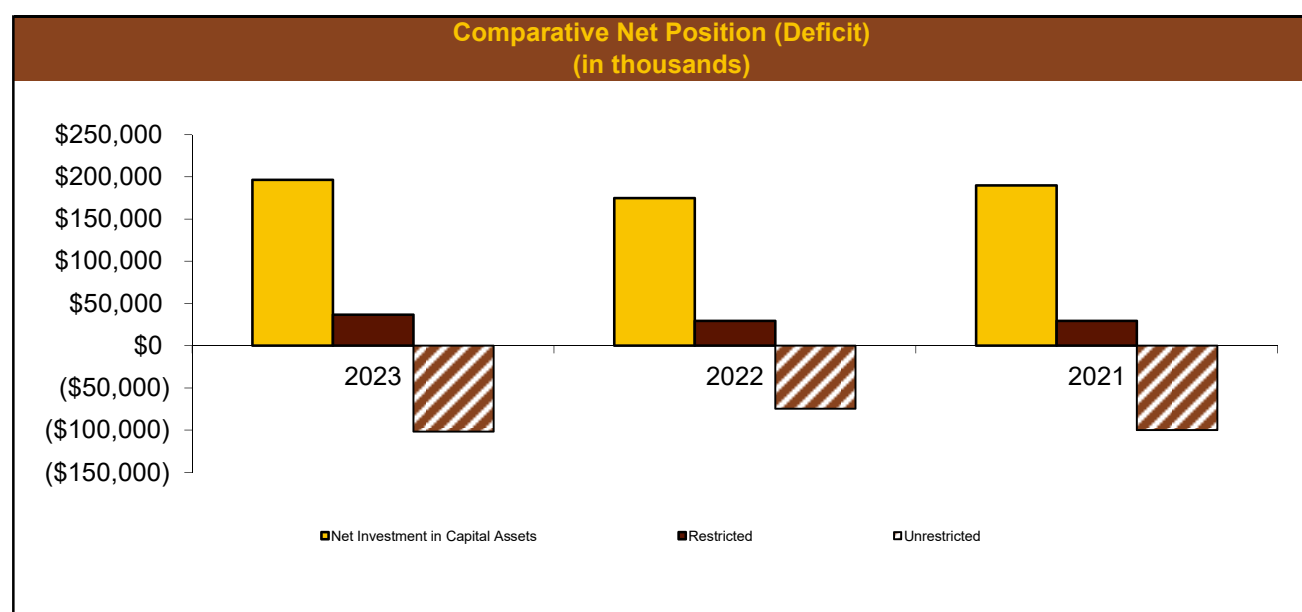
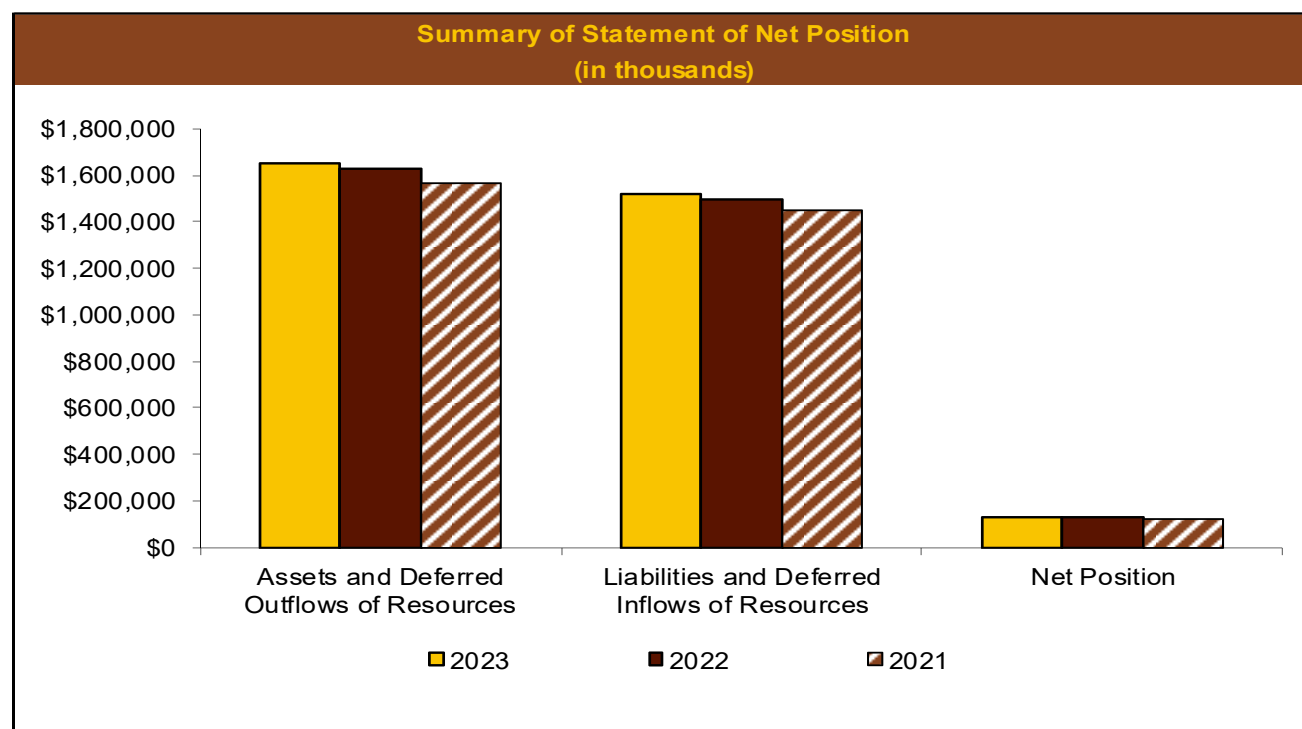
Deferred outflows of resources increased \$8.2 million primarily due to the recognition of a \$9.7 million increase of deferred outflows of resources in fiscal year 2022 related to pensions in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68). Additionally, the loss on bond refinancing decreased \$1.5 million as a result of amortization of the respective bond issuances outstanding.

Current liabilities increased \$9.5 million. The increase is primarily attributed to a \$7.0 million increase in unearned revenue due to grant funds received in advance and an increase in current long-term debt of \$1.4 million.

Noncurrent liabilities increased \$91.6 million. This increase is due primarily to an increase in unearned revenue of \$82.8 million resulting from funds received for the construction of the veterinary school building and implementation of GASB 94, an increase of \$6.7 million in pension liabilities, and increase in other liabilities and unearned revenue of \$16.5 million as a result of implementing GASB 94 and the now current classification of amounts due under the Coronavirus Aid, Relief and Economic Security (CARES) Act deferral of FICA, offset by a decrease long-term debt of \$12.7 million.

Deferred inflows of resources decreased \$49.8 million due primarily to the decrease of \$32.7 million resulting from the implementation of GASB 94 and \$14.8 million in pension related deferred inflows of resources.

Total net position increased by \$9.8 million at June 30, 2022 which is primarily the result of a \$25.1 million increase in unrestricted net position, offset by a \$15.0 million decrease of net investment of capital assets and a \$0.3 million decrease of the expendable restricted net position.



Statement of Revenues, Expenses, and Changes in Net Position

The year to year changes in total net position as presented on the statement of net position are based on the activity presented in the statement of revenues, expenses, and changes in net position. The purpose of the statement is to present the revenues received by the University, both operating and nonoperating, and the expenses paid by the University, operating and nonoperating, and any other revenues, expenses, gains, and losses received or spent by the University.

Generally speaking, operating revenues are received for providing goods and services to the various customers and constituencies of the University. Operating expenses are those expenses paid to acquire or produce the goods and services provided in return for the operating revenues, and to carry out the mission of the University. Nonoperating revenues are revenues received for which goods and services are not provided. For example, state appropriations are nonoperating because they are provided by the State to the University without the State directly receiving commensurate goods and services for those revenues.

The statement of revenues, expenses, and changes in net position presents the University's results of operations. A condensed summary of the University's revenues, expenses, and changes in net position for the years ended June 30, 2023, 2022, and 2021 as follows:

Condensed Statements of Revenue, Expenses, and Changes in Net Position (in thousands)			
	2023	2022	2021*
Operating revenues:			
Net student revenues	\$ 283,352	283,453	260,062
Grants	126,288	98,332	94,614
Professional services and contracts, net	50,481	56,574	57,418
Other	11,975	10,851	8,809
Total operating revenues	472,096	449,210	420,903
Operating expenses	717,239	690,395	624,312
Operating loss	(245,143)	(241,185)	(203,409)
Nonoperating revenues (expenses):			
State appropriations	246,549	235,693	191,890
Gifts from Rowan University Foundation	14,373	13,845	11,808
Investment income (loss), net	11,718	(5,970)	7,485
Interest on capital asset related debt	(30,501)	(37,300)	(35,759)
Other nonoperating revenues, net	3,398	44,526	54,685
Net nonoperating revenues	245,537	250,794	230,109
Income before other revenues	394	9,609	26,700
Capital grants	1,916	154	890
Increase in net position	2,310	9,763	27,590
Net position – beginning of year (as restated)	129,324	119,561	91,971
Net position – end of year	\$ 131,634	129,324	119,561

* Amounts not restated for GASB 94 and GASB 96.

Fiscal Year 2023 Compared to 2022

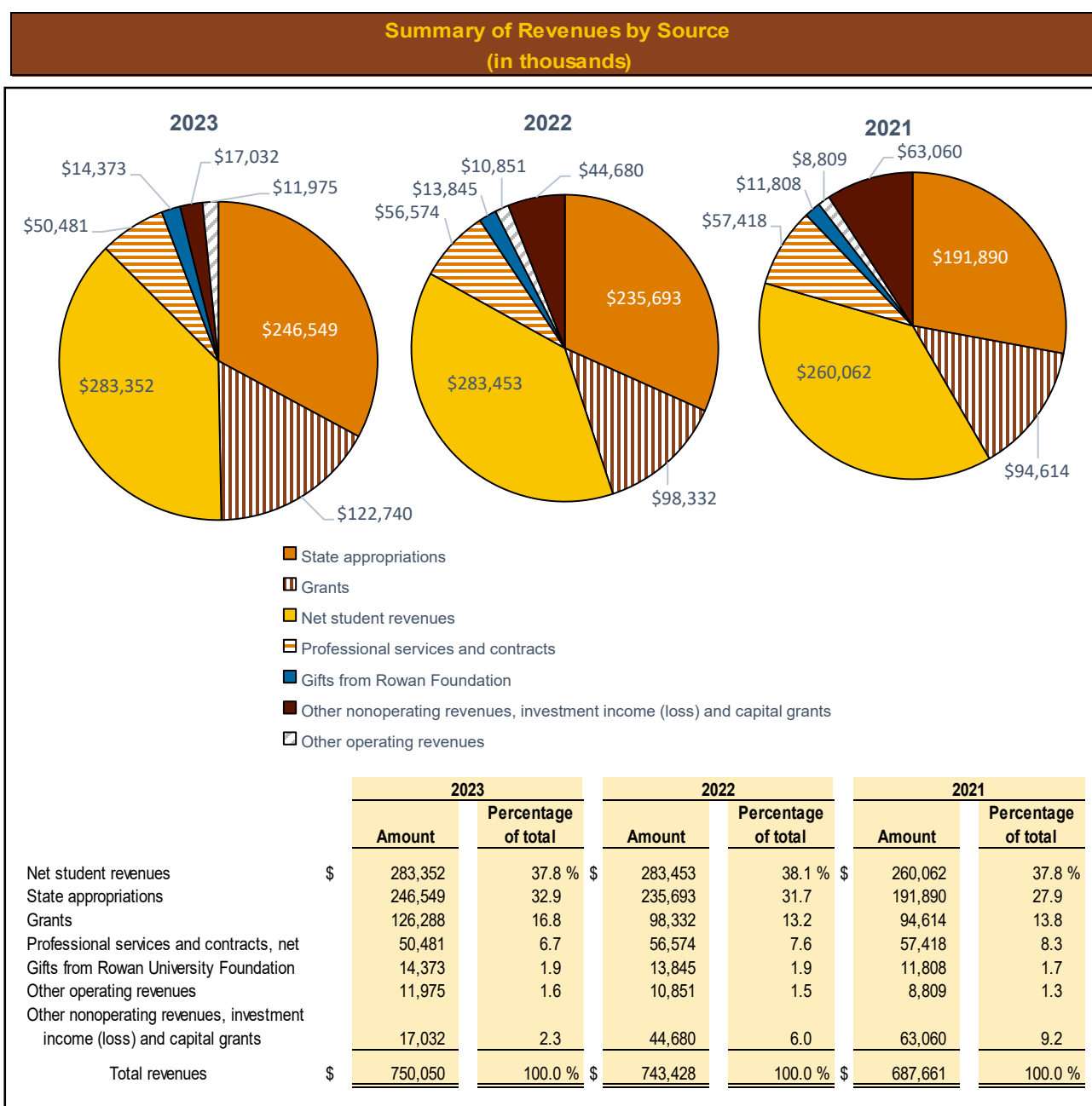
The University's net position increased \$2.3 million in fiscal year 2023. This net amount represents the total revenue available to the University of \$750.0 million compared to total expenses of \$747.7 million.

Fiscal Year 2022 Compared to 2021

The University's net position increased \$9.8 million in fiscal year 2022. This net amount represents the total revenue available to the University of \$743.4 million compared to total expenses of \$733.6 million.

Revenues

To fund its operations, the University receives revenues from a variety of operating and nonoperating sources including tuition and fees, auxiliary services, grants, professional services and contracts, State of New Jersey appropriations, gifts from the Rowan University Foundation and investment income. The University is continuing to seek additional funds from all possible sources to adequately fund operating activities. A summary of revenues for the years ended June 30, 2023, 2022, and 2021 as follows:



Operating Revenues

Fiscal Year 2023 Compared to 2022

Operating revenues for fiscal year ended June 30, 2023 increased \$22.9 million over fiscal year 2022. The majority of this increase is due to grants of \$28.0 million, offset by a decrease in net professional services and contracts of \$6.1 million. The increase in grants is due to the University's efforts in increasing grant revenue from federal, state and private funding sources.

Fiscal Year 2022 Compared to 2021

Operating revenues for fiscal year ended June 30, 2022 increased \$28.3 million over fiscal year 2021. The majority of this increase is due to net student revenues of \$23.4 million and grants of \$3.7 million. The increase in net student revenues was primarily related to student life fees and housing revenue of \$9.5 million and \$6.9 million, respectively. This increase was largely related to the University's campus fully reopening and the expiration of the 10% tuition and fee discount in place during fiscal year 2021. Additionally, meal plans increased \$5.0 million as a result of the increased student activity on campus. The increase in grants is due to the University's efforts in increasing grant revenue from federal, state and private funding sources.

Nonoperating Revenues (Net)

Fiscal Year 2023 Compared to 2022

Nonoperating revenues (net) for the years ended June 30, 2023 and 2022 totaled \$245.5 million and \$250.8 million, respectively, which is a \$5.3 million decrease. The primary source was a \$41.1 million decrease in other nonoperating revenue. The decrease in other nonoperating revenue is related to the prior year recognition of the federal aid awarded through the CARES Act, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and American Rescue Plan Act of 2021 (ARP). This decrease was offset by State of New Jersey appropriations which include the University base appropriation as well as appropriations for CMSRU, SOM, SVM, other postemployment benefits (OPEB) revenues and the State paid fringe benefits. The University recorded \$246.5 million and \$235.7 million in State appropriations for fiscal year 2023 and 2022, respectively. State of New Jersey appropriations increased \$10.8 million of which \$22.1 million was fringe benefits as a result of an increased fringe rate, \$5.8 million was a base appropriation increase and \$5.0 million increase for SVM offset by a decrease in the State of New Jersey appropriations for OPEB, CMSRU, and SOM of \$17.8 million, \$1.3 million, and \$3.0 million, respectively. Investment income increase of \$17.7 million due to overall improvement in the market.

Fiscal Year 2022 Compared to 2021

Nonoperating revenues (net) for the years ended June 30, 2022 and 2021 totaled \$250.8 million and \$230.1 million, respectively, which is a \$20.7 million increase. The primary source of the increase was State of New Jersey appropriations which include the University base appropriation as well as appropriations for CMSRU, SOM, SVM, other postemployment benefits (OPEB) revenues and the State paid fringe benefits. The University recorded \$235.7 million and \$191.9 million in State appropriations for fiscal year 2022 and 2021, respectively. State of New Jersey appropriations increased \$43.8 million of which \$20.8 million was fringe benefits as a result of an increased fringe rate and additional state authorized positions, \$8.5 million was a base appropriation increase, \$7.6 million was for SOM, \$4.3 million was for CMSRU and \$7.0 million for SVM, offset by a decrease in OPEB revenues of \$4.3 million. The increase in appropriations was offset by a decrease of \$13.5 million and \$10.2 million in investment income and other nonoperating revenue, respectively. The decrease in investment income was primarily related to the overall decline in the market. The decrease in other nonoperating revenue is related to the recognition of the federal aid awarded through the CARES Act, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), and American Rescue Plan Act of 2021 (ARP).

Operating Expenses

Operating expenses are defined as expenses paid by the University to acquire or produce goods and services used to carry out its mission, in return for operating revenues. For the years ended June 30, 2023 and 2022, the University incurred operating expenses totaling \$717.2 million and \$690.4 million, respectively. The increase of \$26.8 million in operating expenses for fiscal year 2023 versus 2022 is an 3.9% increase from the prior year.

The increase of \$26.8 million is primarily driven by a \$40.1 million increase in non-grant salary and benefits, a \$26.9 million increase in non-student aid operating expenditures, offset by a \$23.4 million decrease in student aid and a \$17.8 million decrease in OPEB.

A summary of operating expenses for the years ended June 30, 2023, 2022 and 2021 follows:

Summary of Expenses (in thousands)						
	2023		2022		2021	
	Amount	Percentage of total	Amount	Percentage of total	Amount	Percentage of total
Instruction	\$ 217,266	30.2 %	\$ 199,460	28.9 %	\$ 183,554	29.3 %
Research	34,888	4.9	28,552	4.1	26,855	4.3
Public service	19,741	2.8	18,029	2.6	17,186	2.8
Academic support	66,165	9.2	56,512	8.2	49,465	7.9
Student services	44,291	6.2	38,290	5.5	34,149	5.5
Institutional support	124,187	17.3	103,875	15.0	78,311	12.5
Operation and maintenance of plant	44,999	6.3	39,944	5.8	37,440	6.0
Student aid	23,991	3.3	47,362	6.9	33,220	5.3
Professional services and contracts	43,103	6.0	48,783	7.1	53,451	8.6
Auxiliary enterprises	47,780	6.7	41,957	6.1	42,875	6.9
Other Postemployment Benefits (OPEB)	(12,157)	(1.7)	5,621	0.8	9,961	1.6
Depreciation and amortization	62,985	8.8	62,010	9.0	57,845	9.3
Total operating expenses	\$ 717,239	100.0 %	\$ 690,395	100.0 %	\$ 624,312	100.0 %

Capital Assets and Debt Activities

The University continues to manage its financial resources so as to ensure adequate financial flexibility to access the capital markets as needed. The University maintains debt ratings from Standard and Poor's and Moody's Investors Service of A and A2, respectively.

As of June 30, 2023 and 2022, the University had \$196.5 million and \$174.8 million, respectively in net investment in capital assets. Outstanding long-term debt as of June 30, 2023 is \$855.8 million, compared to \$808.2 million as of June 30, 2022.

Significant transactions related to capital assets and bonded debt that occurred during fiscal year 2023 and 2022 were as follows:

In November 2022, due to the purchase and blended financial reporting of MACQ – New Jersey I, LLC, the financed purchase obligations for SORA Housing LLC, SORA Retail LLC, and SORA A-1 Housing Urban Renewal Entity LLC are treated as refinanced debt using the IDA series 2022A bonds. The 2022 tax exempt lease revenue refunding bonds totaled \$191.4 million with a coupon rate of 2.80% and maturing through 2042. The proceeds from these bond issuances were used to refinance the debt associated with the University's financed purchases related to MACQ – New Jersey I, LLC. The principal amounts of these bonds were \$187.8 million as of June 30, 2023.

In November 2022, the IDA issued Rowan University Series 2022B Bonds. The 2022 tax exempt lease revenue bonds totaled \$14.0 million with a coupon rate of 3.97% and maturing through 2042. The proceeds from these bond issuances were used to finance the costs of Rowan University acquiring the lease revenue bonds through the acquisition of the sole membership interest of MACQ – New Jersey I, LLC and cover the issuance costs of the IDA Series 2022A and Series 2022B. The principal amounts of these bonds were \$13.6 million as of June 30, 2023.

In fiscal year 2022, the University's 2019 parking license agreement with the GCIA commenced. GCIA constructed a multi-level parking garage consisting of approximately 1,025 parking spaces. The University's agreement pertains to 507 parking spaces. The term of the agreement is 30 years, or such time as any bonds, notes or other indebtedness issued to finance or refinance the parking garage are no longer outstanding. The University has a financed purchase payable of \$14.5 million and \$14.8 million as of June 30, 2023 and June 30, 2022, respectively.

The net capital assets related to the implementation of GASB 87 were \$116.4 million and \$122.4 million as of June 30, 2023 and 2022, respectively. The net capital assets associated with GASB 87 are included in the net investment in capital fund balance.

The net capital assets related to the implementation of GASB 96 were \$6.8 million and \$7.6 million as of June 30, 2023 and 2022, respectively. The net capital assets associated with GASB 96 are included in the net investment in capital fund balance.

Economic Outlook

Rowan University's mission is to become a new model for higher education by being inclusive, agile, and responsive, offering diverse scholarly and creative educational experiences, pathways, environments, and services to meet the needs of all students; maintaining agility by strategically delivering organizational capacity across the institution; and responding to emerging demands and opportunities regionally and nationally. The University engages in continuous strategic planning in response to the dynamic context of higher education.

The University engages in continuous strategic planning in response to the dynamic context of higher education. A concise planning framework is utilized that identifies key external and internal factors that shape the strategic direction of the University, sets long-term goals, articulates operational values, and identifies key performance indicators. At the center of the plan are the four strategic pillars:

Access - We are committed to expanding quality educational opportunities for students by increasing our enrollment capacity; supporting student success; utilizing an increasing array of pedagogies and platforms; and creating new pathways to undergraduate, graduate, post-graduate, and professional studies.

Affordability - We are committed to keeping education affordable by managing costs; diversifying our revenue streams; reducing student debt; limiting tuition increases to the rate of inflation as measured by the consumer price index; and enhancing internship and employment opportunities for our students and graduates.

Quality - We are committed to providing rigorous, experiential, and engaging educational experiences; support for scholarly, creative, and research activities; a vibrant and healthy campus life; a rich intellectual, cultural, and artistic environment; and a safe, supportive, and inclusive culture that respects and values the diversity of all of its members.

Economic Engine - We are committed to benefiting our local and state communities by making every effort to partner with and invest in regional businesses and organizations that contribute in meaningful ways to furthering our mission; preparing an educated citizenry and skilled workforce; enhancing the health of our citizens and the quality of life; and developing innovative products, services, and ideas.

The four pillars express the University's priorities and guide planning and resource allocation. The functional groups involved in design and execution of the strategic plan include the Board of Trustees, the Executive Cabinet, the Administrative Cabinet, and the Deans' Council. The University Senate and University Budget and Planning Committee are representative bodies charged with engaging the campus community in the strategic planning process. The Office of the Provost oversees institutional data management and analytics to assess performance and inform decision-making. Through the process of continuing strategic planning and self-assessment, the University is committed in its efforts to continue to enrich the lives of those in the campus community and surrounding region.

Historical trends may not be indicative of future results for the foreseeable future. The University's inclusive, agile, and responsive strategic planning framework optimizes its capacity to anticipate uncertainties and to pivot to address new challenges and capitalize on emergent opportunities.

State appropriations remain a vital source of funding for the University and fiscal year 2024 appropriations increased over fiscal year 2023 levels. With increasing costs, particularly resulting from contractual obligations with faculty and staff and debt service, the University faces critical funding issues. Additionally, the University's desire to increase institutionally funded scholarships, continue building its academic program excellence and improve its capital assets will also impact the University's financial outlook.

The University continues to monitor local and national economic conditions as well as demographic changes that may impact the student-age population and the percentage of that population that pursues a college degree. The University will continue to meet the goals of its mission by monitoring operating costs and capital expenditures while seeking additional revenue sources. The University will continue to monitor the situation and maintain a close watch over resources so as to provide the University with the ability to react to potential budgetary challenges that may occur.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Statement of Net Position
June 30, 2023

	Rowan University	Rowan University Foundation	South Jersey Technology Park at Rowan University, Inc.	Total
Assets				
Current assets:				
Cash and cash equivalents (notes 2 and 13)	\$ 33,835,246	12,178,080	1,062,059	47,075,385
Restricted cash and cash equivalents (notes 2 and 13)	12,386,394	8,561,235	—	20,947,629
Receivables:				
Students, less allowance of \$3,197,728	10,617,276	—	—	10,617,276
Contributions, less allowance of \$4,700	—	2,358	—	2,358
Restricted contributions, less allowance of \$55,529	—	39,828	—	39,828
Grants	22,789,080	—	—	22,789,080
State of New Jersey	10,319,015	—	—	10,319,015
Professional services and contracts receivable, less allowance of \$3,975,699	5,305,788	—	—	5,305,788
Due from Rowan component unit	847,779	—	136,409	984,188
Leases	568,185	—	—	568,185
Leases with Rowan component unit	—	—	856,566	856,566
Interest and other, less allowance of \$246,326	3,505,400	23,191	—	3,528,591
Total receivables	53,952,523	65,377	992,975	55,010,875
Restricted deposits held by trustees (note 3)	26,893,768	—	—	26,893,768
Investments, at fair value (note 2)	99,324,168	—	—	99,324,168
Other current assets	8,825,768	—	1,582	8,827,350
Total current assets	235,217,867	20,804,692	2,056,616	258,079,175
Noncurrent assets:				
Restricted cash and cash equivalents (note 2)	73,080,035	—	—	73,080,035
Restricted deposits held by trustees (note 3)	39,276,861	—	—	39,276,861
Investments, at fair value (notes 2 and 13)	116,269,485	68,529,098	—	184,798,583
Restricted investments, at fair value (note 13)	—	48,176,210	—	48,176,210
Restricted nonexpendable investments, at fair value (note 13)	—	252,436,857	—	252,436,857
Loans receivable	1,935,354	—	—	1,935,354
Other non current assets	1,261,475	—	—	1,261,475
Contributions receivable, less allowance of \$3,287	—	62,453	—	62,453
Due from Rowan component unit	187,265	—	—	187,265
Restricted contributions receivable, less allowance of \$83,105	—	1,579,005	—	1,579,005
Leases receivables	604,724	—	—	604,724
Lease receivables with Rowan component unit	2,828,709	—	15,573,550	18,402,259
Capital assets, net (notes 4 and 11)	1,046,710,914	—	11,855,686	1,058,566,600
Total noncurrent assets	1,282,154,822	370,783,623	27,429,236	1,680,367,681
Total assets	1,517,372,689	391,588,315	29,485,852	1,938,446,856
Deferred Outflows of Resources				
Deferred outflows of resources:				
Pensions related (note 6)	47,240,656	—	—	47,240,656
Loss on bond refinancing	90,383,336	—	—	90,383,336
Total deferred outflows of resources	137,623,992	—	—	137,623,992
Liabilities				
Current liabilities (note 9):				
Accounts payable and accrued expenses (note 7)	83,341,184	116,991	69,516	83,527,691
Due to University/ component units	136,409	647,484	200,295	984,188
Unearned revenue	38,280,239	—	—	38,280,239
Annuities payable – current portion	—	37,530	—	37,530
Leases with Rowan component unit (note 8)	856,566	—	—	856,566
Long-term debt – current portion (note 8)	59,418,674	—	253,341	59,672,015
Total current liabilities	182,033,072	802,005	523,152	183,358,229
Noncurrent liabilities (note 9):				
Compensated absences – noncurrent portion (note 11)	2,739,755	—	—	2,739,755
Due to University/ component units	—	—	187,265	187,265
Unearned revenue	81,037,334	—	—	81,037,334
Other liabilities	21,642,406	—	—	21,642,406
Repurchase liability	3,220,000	—	—	3,220,000
Deposits held in custody for others	2,928,211	—	—	2,928,211
Annuities payable – noncurrent portion	—	247,067	—	247,067
Net pension liabilities (note 6)	284,644,784	—	—	284,644,784
Leases with Rowan component unit - noncurrent portion (note 8)	15,573,550	—	2,828,709	18,402,259
Long-term debt – noncurrent portion (note 8)	796,409,004	—	3,370,262	799,779,266
Total noncurrent liabilities	1,208,195,044	247,067	6,386,236	1,214,828,347
Total liabilities	1,390,228,116	1,049,072	6,909,388	1,398,186,576
Deferred Inflows of Resources				
Deferred inflows of resources:				
Pensions related (note 6)	29,314,663	—	—	29,314,663
Gain on bond refinancing	48,013	—	—	48,013
Developer contribution	5,161,667	—	—	5,161,667
Service concession arrangement (note 11)	93,554,577	—	—	93,554,577
Leases (note 12)	2,502,803	—	—	2,502,803
Leases with Rowan component unit (note 12)	2,553,135	—	15,571,478	18,124,613
Split interest agreements	—	114,342	—	114,342
Total deferred inflows of resources	133,134,858	114,342	15,571,478	148,820,678
Net Position				
Net investment in capital assets	196,471,742	—	5,025,173	201,496,915
Restricted:				
Nonexpendable (note 13)	—	252,436,857	—	252,436,857
Expendable:				
Debt service and reserve	20,136,217	—	—	20,136,217
Other scholarships	—	20,151,570	—	20,151,570
Other	16,679,623	37,828,960	—	54,508,583
Unrestricted	(101,653,875)	80,007,514	1,979,813	(19,666,548)
Total net position	\$ 131,633,707	390,424,901	7,004,986	529,063,594

See accompanying notes to the financial statements.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Statement of Net Position
June 30, 2022

	Rowan University	Rowan University Foundation	South Jersey Technology Park at Rowan University, Inc.	Total
Assets				
Current assets:				
Cash and cash equivalents (notes 2 and 13)	\$ 69,739,476	10,207,894	1,316,456	81,263,826
Restricted cash and cash equivalents (notes 2 and 13)	8,551,249	6,319,136	—	14,870,385
Receivables:				
Students, less allowance of \$2,727,214	8,192,383	—	—	8,192,383
Contributions, less allowance of \$7,765	—	11,327	—	11,327
Restricted contributions, less allowance of \$92,154	—	315,566	—	315,566
Grants	28,096,301	—	—	28,096,301
State of New Jersey	10,317,888	—	—	10,317,888
Professional services and contracts receivable, less allowance of \$5,538,061	8,889,311	—	—	8,889,311
Due from Rowan component unit	643,667	—	132,863	776,530
Leases	86,188	—	—	86,188
Leases with Rowan component unit	—	—	821,450	821,450
Interest and other, less allowance of \$64,555	2,689,306	224,499	—	2,913,805
Total receivables	58,915,044	551,392	954,313	60,420,749
Restricted deposits held by trustees (note 3)	24,489,595	—	—	24,489,595
Investments, at fair value (note 2)	83,826,578	—	—	83,826,578
Other current assets	6,832,780	5,000	1,459	6,839,239
Total current assets	252,354,722	17,083,422	2,272,228	271,710,372
Noncurrent assets:				
Restricted cash and cash equivalents (note 2)	74,950,242	—	—	74,950,242
Restricted deposits held by trustees (note 3)	73,826,627	—	—	73,826,627
Investments, at fair value (notes 2 and 13)	120,296,649	67,774,081	—	188,070,730
Restricted investments, at fair value (note 13)	—	41,955,145	—	41,955,145
Restricted nonexpendable investments, at fair value (note 13)	—	221,180,190	—	221,180,190
Loans receivable	2,135,925	—	—	2,135,925
Other non current assets	800,000	—	—	800,000
Contributions receivable, less allowance of \$3,878	—	73,689	—	73,689
Due from Rowan component unit	370,826	—	—	370,826
Restricted contributions receivable, less allowance of \$112,388	—	2,135,378	—	2,135,378
Leases receivables	241,540	—	—	241,540
Lease receivables with Rowan component unit	2,794,971	—	16,430,117	19,225,088
Capital assets, net (notes 4 and 11)	1,037,581,261	—	12,004,113	1,049,585,374
Total noncurrent assets	1,312,998,041	333,118,483	28,434,230	1,674,550,754
Total assets	1,565,352,763	350,201,905	30,706,458	1,946,261,126
Deferred Outflows of Resources				
Deferred outflows of resources:				
Pensions related (note 6)	46,967,537	—	—	46,967,537
Loss on bond refinancing	14,567,651	—	—	14,567,651
Total deferred outflows of resources	61,535,188	—	—	61,535,188
Liabilities				
Current liabilities (note 9):				
Accounts payable and accrued expenses (note 7)	81,921,837	97,766	29,760	82,049,363
Due to University/ component units	132,863	457,749	185,918	776,530
Unearned revenue	35,157,933	—	—	35,157,933
Annuities payable – current portion	—	29,230	—	29,230
Leases with Rowan component unit (note 8)	846,559	—	—	846,559
Long-term debt – current portion (note 8)	29,934,389	—	247,555	30,181,944
Total current liabilities	147,993,581	584,745	463,233	149,041,559
Noncurrent liabilities (note 9):				
Compensated absences – noncurrent portion (note 11)	2,737,580	—	—	2,737,580
Due to University/ component units	—	—	370,826	370,826
Unearned revenue	83,749,898	—	—	83,749,898
Other liabilities	23,511,869	—	—	23,511,869
Repurchase liability	3,220,000	—	—	3,220,000
Deposits held in custody for others	3,331,313	—	—	3,331,313
Annuities payable – noncurrent portion	—	192,907	—	192,907
Net pension liabilities (note 6)	276,489,837	—	—	276,489,837
Leases with Rowan component unit - noncurrent portion (note 8)	16,238,170	—	2,794,971	19,033,141
Long-term debt – noncurrent portion (note 8)	778,251,992	—	3,623,603	781,875,595
Total noncurrent liabilities	1,187,530,659	192,907	6,789,400	1,194,512,966
Total liabilities	1,335,524,240	777,652	7,252,633	1,343,554,525
Deferred Inflows of Resources				
Deferred inflows of resources:				
Pensions related (note 6)	55,712,665	—	—	55,712,665
Gain on bond refinancing	72,019	—	—	72,019
Developer contribution	5,433,333	—	—	5,433,333
Service concession arrangement (note 11)	96,509,693	—	—	96,509,693
Leases (note 12)	1,712,332	—	—	1,712,332
Leases with Rowan component unit (note 12)	2,599,555	—	16,645,373	19,244,928
Split interest agreements	—	78,986	—	78,986
Total deferred inflows of resources	162,039,597	78,986	16,645,373	178,763,956
Net Position				
Net investment in capital assets	174,782,250	—	4,813,831	179,596,081
Restricted:				
Nonexpendable (note 13)	—	221,180,190	—	221,180,190
Expendable:				
Debt service and reserve	20,706,172	—	—	20,706,172
Other scholarships	—	18,201,318	—	18,201,318
Other	8,538,099	32,452,284	—	40,990,383
Unrestricted	(74,702,407)	77,511,475	1,994,621	4,803,689
Total net position	\$ 129,324,114	349,345,267	6,808,452	485,477,833

See accompanying notes to the financial statements.

ROWAN UNIVERSITY (A Component Unit of the State of New Jersey) Statement of Revenues, Expenses, and Changes in Net Position Year ended June 30, 2023				
	Rowan University	Rowan University Foundation	South Jersey Technology Park at Rowan University, Inc.	Total
Operating revenues:				
Net student revenues:				
Tuition and fees	\$ 315,702,761	—	—	315,702,761
Auxiliary enterprises	58,772,363	—	—	58,772,363
Less scholarship allowances	(91,123,206)	—	—	(91,123,206)
Net student revenues	283,351,918	—	—	283,351,918
Grants	126,288,443	—	—	126,288,443
Self-funded programs	6,106,017	—	—	6,106,017
Fundraising events	—	44,928	—	44,928
Contributions	—	6,134,713	—	6,134,713
Professional services and contracts, net (note 10)	50,481,365	—	—	50,481,365
Rental income (note 14)	—	—	1,107,375	1,107,375
Other operating revenues	4,693,269	152,759	—	4,846,028
Other auxiliary	1,175,181	—	—	1,175,181
Total operating revenues	472,096,193	6,332,400	1,107,375	479,535,968
Operating expenses:				
Instruction	217,266,184	—	—	217,266,184
Research	34,888,177	—	—	34,888,177
Public service	19,741,150	—	—	19,741,150
Academic support	66,165,004	—	—	66,165,004
Student services	44,291,199	—	—	44,291,199
Institutional support	124,187,011	348,808	636,562	125,172,381
Operation and maintenance of plant	44,998,612	—	—	44,998,612
Student aid	23,990,711	—	—	23,990,711
Professional services and contracts	43,103,168	—	—	43,103,168
Auxiliary enterprises	47,780,046	—	—	47,780,046
Other Postemployment Benefits (OPEB) (note 6)	(12,157,072)	—	—	(12,157,072)
Depreciation and amortization	62,985,421	—	529,312	63,514,733
Total operating expenses	717,239,611	348,808	1,165,874	718,754,293
Operating (loss) income	(245,143,418)	5,983,592	(58,499)	(239,218,325)
Nonoperating revenues (expenses):				
State of New Jersey appropriations	53,682,000	—	—	53,682,000
State of New Jersey appropriations – CMSRU	20,208,232	—	—	20,208,232
State of New Jersey appropriations – Rowan-Virtua SOM	33,745,192	—	—	33,745,192
State of New Jersey appropriations – Veterinary School	12,000,000	—	—	12,000,000
State of New Jersey appropriations – OPEB (note 6)	(12,157,072)	—	—	(12,157,072)
State of New Jersey fringe benefits (note 5)	139,071,078	—	—	139,071,078
Student scholarships	—	(3,738,943)	—	(3,738,943)
Gifts from Rowan University Foundation (note 13)	14,373,224	(14,373,224)	—	—
Other grants	—	(6,376)	—	(6,376)
Investment income, net	11,717,595	22,051,233	28,967	33,797,795
Interest on capital asset related debt	(30,500,692)	—	(184,942)	(30,685,634)
Other nonoperating revenues, net	3,397,907	—	411,008	3,808,915
Net nonoperating revenues	245,537,464	3,932,690	255,033	249,725,187
Income before other revenues	394,046	9,916,282	196,534	10,506,862
Capital grants and gifts	1,915,547	—	—	1,915,547
Additions to permanent endowments	—	31,163,352	—	31,163,352
Increase in net position	2,309,593	41,079,634	196,534	43,585,761
Net position as of beginning of year	129,324,114	349,345,267	6,808,452	485,477,833
Net position as of end of year	\$ 131,633,707	390,424,901	7,004,986	529,063,594

See accompanying notes to the financial statements.

ROWAN UNIVERSITY (A Component Unit of the State of New Jersey) Statement of Revenues, Expenses, and Changes in Net Position Year ended June 30, 2022				
	Rowan University	Rowan University Foundation	South Jersey Technology Park at Rowan University, Inc.	Total
Operating revenues:				
Net student revenues:				
Tuition and fees	\$ 294,087,339	—	—	294,087,339
Auxiliary enterprises	54,601,977	—	—	54,601,977
Less scholarship allowances	(65,236,517)	—	—	(65,236,517)
Net student revenues	283,452,799	—	—	283,452,799
Grants	98,332,162	—	—	98,332,162
Self-funded programs	4,610,641	—	—	4,610,641
Fundraising events	—	185,397	—	185,397
Contributions	—	6,615,257	—	6,615,257
Professional services and contracts, net (note 10)	56,574,354	—	—	56,574,354
Rental income (note 14)	—	—	1,084,902	1,084,902
Other operating revenues	5,220,993	108,402	—	5,329,395
Other auxiliary	1,019,590	—	—	1,019,590
Total operating revenues	449,210,539	6,909,056	1,084,902	457,204,497
Operating expenses:				
Instruction	199,459,795	—	—	199,459,795
Research	28,551,912	—	—	28,551,912
Public service	18,029,049	—	—	18,029,049
Academic support	56,512,033	—	—	56,512,033
Student services	38,290,156	—	—	38,290,156
Institutional support	103,874,595	314,727	600,259	104,789,581
Operation and maintenance of plant	39,944,427	—	—	39,944,427
Student aid	47,362,594	—	—	47,362,594
Professional services and contracts	48,782,560	—	—	48,782,560
Auxiliary enterprises	41,956,803	—	—	41,956,803
Other Postemployment Benefits (OPEB) (note 6)	5,621,231	—	—	5,621,231
Depreciation and amortization	62,009,721	—	503,060	62,512,781
Total operating expenses	690,394,876	314,727	1,103,319	691,812,922
Operating (loss) income	(241,184,337)	6,594,329	(18,417)	(234,608,425)
Nonoperating revenues (expenses):				
State of New Jersey appropriations	47,820,000	—	—	47,820,000
State of New Jersey appropriations – CMSRU	21,496,580	—	—	21,496,580
State of New Jersey appropriations – Rowan-Virtua SOM	36,751,231	—	—	36,751,231
State of New Jersey appropriations – Veterinary School	7,000,000	—	—	7,000,000
State of New Jersey appropriations – OPEB (note 6)	5,621,231	—	—	5,621,231
State of New Jersey fringe benefits (note 5)	117,004,419	—	—	117,004,419
Student scholarships	—	(2,906,009)	—	(2,906,009)
Gifts from Rowan University Foundation (note 13)	13,844,804	(13,844,804)	—	—
Other grants	—	(3,964)	—	(3,964)
Investment (loss) income, net	(5,970,039)	(14,339,560)	1,072	(20,308,527)
Interest on capital asset related debt	(37,299,286)	—	(193,335)	(37,492,621)
Other nonoperating revenues, net	44,525,474	—	430,708	44,956,182
Net nonoperating revenues (expenses)	250,794,414	(31,094,337)	238,445	219,938,522
Income (loss) before other revenues	9,610,077	(24,500,008)	220,028	(14,669,903)
Capital grants and gifts	153,523	—	—	153,523
Additions to permanent endowments	—	35,079,002	—	35,079,002
Increase in net position	9,763,600	10,578,994	220,028	20,562,622
Net position as of beginning of year	119,560,514	338,766,273	6,588,424	464,915,211
Net position as of end of year	\$ 129,324,114	349,345,267	6,808,452	485,477,833

See accompanying notes to the financial statements.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Statements of Cash Flows
(Business-Type Activities – Rowan University only)
Years ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Student revenues	\$ 282,364,818	284,318,176
Government and private grants	133,280,173	96,730,273
Professional services and contract	54,064,888	58,101,323
Payments to suppliers	(195,936,868)	(204,346,508)
Payments for employee salaries and benefits	(359,136,090)	(334,924,050)
Self-funded programs and other receipts	6,106,017	4,610,641
Net cash used for operating activities	(79,257,062)	(95,510,145)
Cash flows from noncapital financing activities:		
State of New Jersey appropriations	134,676,377	127,618,668
Gifts	14,374,274	13,844,804
(Payments) receipts for other noncapital assets	(1,127)	7,039,532
Receipts for other nonoperating revenues	293,353	40,495,606
Net cash provided by noncapital financing activities	149,342,877	188,998,610
Cash flows from capital and related financing activities:		
Proceeds from bond issuance	209,486,731	25,847,489
Drawdown of restricted deposits held by trustees	32,145,593	31,862,096
Capital grants	—	74,999,685
Costs of issuance	(715,051)	—
Purchases of capital assets	(71,990,033)	(80,386,531)
Principal paid on capital debt	(237,873,004)	(34,068,305)
Interest paid on capital debt	(34,403,143)	(36,723,106)
Net cash used for capital and related financing activities	(103,348,907)	(18,468,672)
Cash flows from investing activities:		
Purchase of investments	(679,289,513)	(456,972,069)
Sale of investments	671,349,583	431,580,265
Interest on investments	7,263,730	3,397,834
Net cash used for investing activities	(676,200)	(21,993,970)
Net (decrease) increase in cash and cash equivalents	(33,939,292)	53,025,823
Cash and cash equivalents as of beginning of the year	153,240,967	100,215,144
Cash and cash equivalents as of end of the year	\$ 119,301,675	153,240,967
Reconciliation of operating loss to net cash used for operating activities:		
Operating loss	\$ (245,143,418)	(241,184,337)
Adjustments to reconcile operating loss to net cash used for operating activities:		
State paid fringe benefits	124,030,125	102,453,562
State paid postemployment benefits	(12,157,072)	5,621,231
Depreciation and amortization expense	62,985,421	62,009,721
Changes in assets and liabilities:		
Receivables	6,160,348	(5,665,404)
Other assets	(1,992,988)	(916,440)
Accounts payable and accrued expenses	5,321,796	185,920
Unearned revenue	2,325,290	5,675,751
Other liabilities	(1,869,463)	(5,179,806)
Deposits held in custody for others	(403,102)	(574,180)
Compensated absences – noncurrent portion	2,175	(178,082)
Net pension liability, net of deferred amounts	(18,516,174)	(17,758,081)
Net cash used for operating activities	\$ (79,257,062)	(95,510,145)
Noncash transaction:		
Unrealized gain (loss) on investments	\$ 4,899,304	(6,940,181)
Decrease in deferred inflows of resources - service concession arrangement	(2,091,677)	(3,429,780)
State of New Jersey paid fringe benefits	124,030,125	102,453,562
State of New Jersey paid other postemployment benefits	(12,157,072)	5,621,231
Right-of-use asset additions	4,096,731	10,847,489

See accompanying notes to the financial statements.

(1) Organization and Summary of Significant Accounting Policies

(a) Organization

Rowan University (the University), formerly Rowan College of New Jersey, was founded in 1923 and effective July 1, 1967, came under the general policy control of the New Jersey Board of Higher Education. Under the Higher Education Act of 1966, the University and all the other New Jersey State colleges became multipurpose institutions of higher education with an emphasis on the liberal arts and sciences and various professional areas including the science of education and the art of teaching. The operation and management of the University is vested in the University's Board of Trustees.

The University is recognized as a public institution by the State of New Jersey (the State). Under the law, the University is an instrumentality of the State with a high degree of autonomy. However, the University is considered a component unit of the State for financial reporting purposes. Accordingly, the financial statements of the University are included in the State's Annual Comprehensive Financial Report (ACFR).

On August 22, 2012 Governor Christie signed the "New Jersey Medical and Health Sciences Education Restructuring Act" (the Law) into law. Effective July 1, 2013, SOM in Stratford, NJ (formerly under the University of Medicine and Dentistry of New Jersey (UMDNJ)) was integrated with the University. The Law also established the University as a public research institution.

(b) Summary of Significant Accounting Policies

(i) Basis of Presentation

The accounting policies of the University conform to accounting principles generally accepted in the United States of America as applicable to public colleges and universities. The University reports are based on all applicable Governmental Accounting Standards Board (GASB) pronouncements.

GASB Statement No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities – an amendment of GASB Statement No. 34* (GASB 35), establishes standards for external financial reporting for public colleges and universities and requires that resources be classified for accounting and reporting purposes into the following net position categories:

- *Net investment in capital assets*: Capital assets, including public-private partnerships, leases and similar subscription-based information technology (IT) arrangements, net of accumulated depreciation, capital related payables, outstanding principal balances and interest of debt and deposits held by trustees attributable to the acquisition, construction, or improvement of those assets.
- *Restricted*:

Nonexpendable – Net position subject to externally imposed stipulations that must be maintained permanently by the University.

Expendable – Net position whose use by the University is subject to externally imposed stipulations that can be fulfilled by actions of the University pursuant to the stipulations or that expire by the passage of time.

- *Unrestricted*: Net position that is not subject to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management or the University Board of Trustees.

When an expense is incurred that can be paid using either restricted or unrestricted resources, the University's policy is to first apply the expense towards restricted resources and then towards unrestricted resources.

(ii) *Measurement Focus and Basis of Accounting*

The accompanying financial statements have been prepared on the accrual basis of accounting utilizing the economic resources measurement focus. The University reports as a business-type activity, as defined by GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments* (GASB 34). Business-type activities are those that are financed in whole or in part by fees charged to external parties for goods or services.

(iii) *Cash and Cash Equivalents*

The University classifies as cash equivalents, funds that are in short-term, highly liquid investments, and are readily convertible to known amounts of cash with a portfolio maturity of one year or less.

The University maintains portions of its cash with three custodians, one bank and the State of New Jersey Cash Management Fund (NJCMF). All are interest-bearing accounts from which the funds are available upon demand.

(iv) *Investments*

Investments are reflected at fair value. Purchases and sales of investments are accounted for on the trade-date basis. Investment income is recorded on an accrual basis. Realized and unrealized gains and losses are reported in investment income.

(v) *Capital Assets (Excluding Right-of-use Lease and Subscription-based IT Assets)*

Capital assets include land, land improvements, buildings, and equipment. Such assets are recorded at historical cost. Bulk equipment with a unit cost under \$5,000, land improvements, and building improvements costing over \$50,000, as well as equipment with a unit cost over \$5,000 are capitalized. Donated capital assets, including artwork, are recorded at the acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add value to the asset are not capitalized. Major outlays for capital assets are capitalized as projects are constructed. Artwork is considered inexhaustible and is not depreciated. Capital assets are depreciated using the straight-line method over the following useful lives:

Capital Asset	Useful lives
Land improvements	20 years
Buildings	20–40 years
Equipment	2–20 years

(vi) *Leases and Similar Subscription-based IT Arrangements*

The University is a lessee for various noncancelable leases of buildings and equipment and a lessor for various noncancelable building and land leases. The University also has noncancelable subscription-based IT arrangements (similar to a lease) for the right-to-use IT hardware and software (subscription IT arrangements).

Short-term Leases and Subscription IT Arrangements

For leases and subscription IT arrangements with a maximum possible term of 12 months or less at commencement, the University recognizes expense or revenue based on the provisions of the lease contract or subscription IT arrangement, respectively.

Leases and Subscription IT Arrangements Other Than Short-term

For all other leases and subscription IT arrangements, the University recognizes a lease or subscription IT liability, respectively, and an intangible right-of-use lease or subscription IT asset, respectively. As a lessor, a lease receivable and a deferred inflow of resources are established.

Measurement of Lease Amounts

At lease commencement, as a lessee, the University initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of the lease payments made. The lease asset is initially measured as the initial amount of the lease liability, less lease payments made at or before the lease commencement date, plus any initial direct costs ancillary to placing the underlying asset into service, less any lease incentives received at or before the lease commencement date. Subsequently, the right-of-use lease asset is amortized into depreciation expense on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. If the University is reasonably certain of exercising a purchase option contained in a lease, the lease asset will be amortized over the useful life of the underlying asset.

At lease commencement, as a lessor, the University initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, less lease payments received at or before the lease commencement date, less any lease incentives paid to, or on behalf of, the lessee at or before the lease commencement date. Subsequently, the deferred inflow of resources is amortized into rental income on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. Amounts associated with a purchase option are recognized as a receivable and an inflow of resources when the option is exercised.

Measurement of Subscription IT Amounts

At subscription commencement, the University initially measures the subscription IT liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription IT liability is reduced by the principal portion of subscription payments made. The subscription IT asset is initially measured as the initial amount of the subscription IT liability, less subscription payments made at or before the subscription commencement date, less any vendor incentives received at or before the subscription commencement date, plus the capitalizable implementation costs. Subsequently, the subscription IT asset is amortized into depreciation and amortization expense on a straight-line basis over the shorter of the subscription term or the useful life of the underlying hardware or software.

Key Estimates and Judgements

Key estimates and judgements include how the University determines (1) the discount rate it uses to calculate the present value of the expected lease and subscription payments, (2) lease and subscription term, and (3) lease and subscription payments.

- The University generally uses its estimated incremental borrowing rate as the discount rate for leases and subscription IT arrangements unless the rate that the lessor/vendor charges is known. The incremental borrowing rate estimate is provided by an external financial advisor. The University's incremental borrowing rate for leases and subscription IT arrangement is based on the rate of interest it would need to pay if it issued general obligation bonds to borrow an amount equal to the lease or subscription payments, respectively, under similar terms at the commencement or remeasurement date. As a lessor, the University uses its own taxable rate as the discount rate.
- The lease or subscription term includes the noncancelable period of the lease or subscription IT arrangement, respectively, plus any additional periods covered by either a University or lessor/vendor unilateral option to (1) extend for which it is reasonably certain to be exercised, or (2) terminate for which it is reasonably certain not to be exercised. Periods in which both the University and the lessor/vendor have an option to terminate or if both parties have to agree to extend are excluded from the lease or subscription term.
- Payments are evaluated by the University to determine if they should be included in the measurement of the lease and subscription IT liabilities, including those payments that require a determination of whether they are reasonably certain of being made, such as purchase options or payments for termination penalties.

Remeasurement of Leases and Subscription Amounts

The University monitors changes in circumstances that may require remeasurement of a lease or subscription IT arrangement. When certain changes occur that are expected to significantly affect the amount of the lease or subscription IT liability, the liability is remeasured and a corresponding adjustment is made to the lease or subscription IT asset, respectively.

Presentation in Statement of Net Position

Lease and subscription IT assets are reported within capital assets and lease and subscription IT liabilities are reported with long-term debt in the statement of net position.

(vii) *Deposits Held in Custody for Others*

The University holds cash and cash equivalents as custodian for the Student Government Association and the New Jersey President's Council.

(viii) *Net Pension Liability and Related Pension Amounts*

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS), the Police and Firemen's Retirement System (PFRS) and the Teachers' Pension and Annuity Fund (TPAF), which is a special funding situation, and additions to/deductions from PERS's, PFRS's, and TPAF's fiduciary net position have been determined on the same basis as they are reported by PERS, PFRS and TPAF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For additional information about PERS, PFRS and TPAF, please refer to the State of New Jersey, Division of Pensions and Benefits' ACFR, which can be found at: www.state.nj.us/treasury/pensions/annual-reports.shtml.

(ix) *Financial Dependency*

One of the University's largest sources of revenue is appropriations from the State, which include state paid fringe benefits. The University is economically dependent on these appropriations to carry on its operations.

(x) *Student Tuition and Fees*

Student tuition and fees are presented net of scholarships applied to student accounts, while other payments made directly to students are presented as student aid expenses and are recognized in the period incurred. Student tuition and fees collected in advance of the fiscal year are recorded as unearned revenue in the accompanying statements of net position.

(xi) *Professional Services and Contract Revenues*

Professional services and contract revenues include the operations of the SOM faculty practice plans and affiliated hospital billings. The professional services and contract revenues are recorded on an accrual basis and reported at the estimated net realizable amounts from patients, third party payers and others for services rendered. The house staff and affiliations revenues are recorded on an actual basis based on contracts with various affiliated hospitals for reimbursement of salary, fringe and malpractice charges incurred by SOM.

(xii) *Grants and Contracts*

All grants and contracts are recognized when all eligibility requirements for revenue recognition are met which is generally the period in which related expenses are incurred. Amounts received from grants and contracts for which eligibility requirements have not been met under the terms of the agreement, are recorded as unearned revenue in the accompanying statements of net position.

(xiii) *Classification of Revenue*

The University's policy for defining operating activities in the statements of revenues, expenses, and changes in net position are those that serve the University's principal purpose and generally result from exchange transactions such as the payment received for services and payment made for the purchase of goods and services. Examples include (1) student tuition and fees and auxiliary enterprises, net of scholarship allowances, (2) most Federal, State, and private grants and contracts, and (3) professional services and contract revenue. Nonoperating revenues include activities that have the characteristics of nonexchange transactions or do not result from the receipt or provision of goods and services, such as operating appropriations from the state, private gifts, and investment income.

(xiv) *New Accounting Standard Adopted*

In March 2020, GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The statement improves financial reporting by addressing issues related to public-private and public-public partnership arrangements ("PPPs"). A PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or non-governmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset, for a period of time in an exchange or exchange-like transaction. This statement also provides guidance for accounting and financial reporting for availability payment arrangements ("APAs"). In 2023, the University adopted GASB 94, effective July 1, 2021.

The adoption of GASB 94 related to service concession arrangements resulted in a reclassification in the 2022 financial statements of \$32,655,397 in deferred inflows of resources to \$23,907,601 in other liabilities and \$8,747,796 in unearned revenue.

Also, the adoption of GASB 94 resulted in a decrease in liability and interest on capital asset related debt of \$158,315 and \$526,011, respectively, as well as an increase in operating expenses of \$367,696 related to components of an APA in the 2022 financial statements.

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*. This statement improves the financial reporting by establishing a definition for subscription-based information technology arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions meeting that definition. It defines SBITAs as a contract that conveys control of the right to use another party's IT software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction. Under this statement a government entity is required to establish a right-of-use subscription asset and a corresponding subscription liability. The implementation of GASB 96 at July 1, 2021 right-of-use lease asset of \$11,379,498 with a lease liability \$10,800,966 in fiscal 2022 restated balances.

(xv) *Accounting Pronouncements Applicable to the University, Issued but Not Yet Effective*

In June 2023, the GASB issued Statement No. 100, *Accounting Changes and Error Corrections-an amendment of GASB Statement No. 62* (GASB 100). This statement improves accounting and financial reporting for accounting changes and error corrections to provide a more understandable, reliable, and comparable information for making decisions or assessing accountability. GASB 100 defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity. Under this Statement, accounting changes would require restatement of reported periods as well as additional note disclosure. The requirements of this standard are effective for periods beginning after June 15, 2023 (fiscal year 2024). The University is evaluating the impact of this new standard.

In June 2022, the GASB issued Statement No. 101, *Compensated Absences* (GASB 101). The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The requirements of this standard are effective for periods beginning after December 15, 2023 (fiscal year 2025). The University is evaluating the impact of this new standard.

(xvi) *Use of Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(xvii) *Tax Status*

The University is exempt from income taxes on related income pursuant to federal and state tax laws as an instrumentality of the State.

(xviii) *Financial Reporting Entity*

The University's financial statements and accompanying notes include a blended component unit, Rowan Global Inc. (RGI). RGI is organized as a not-for-profit corporation in which the University is the sole corporate member and appoints the full Board of Directors, as identified in RGI's articles of incorporation. RGI is included in the financial reporting entity as a blended component unit pursuant to the provisions in paragraph 5 of GASB Statement No. 80, *Blending Requirements for Certain Component Units* and GASB Statement No. 14, *The Financial Reporting Entity* paragraphs 21-37, as amended.

The University's financial statements and accompanying notes include a blended component unit, MACQ – NJ I, LLC (MACQ). MACQ is organized as a special-purpose entity formed for the purpose of acting as an intermediary and agency in connection with the issuance of industrial development bonds to refinance the cost of certain facilities at the University. The University is the sole corporate member. MACQ is included in the financial reporting entity as a blended component unit pursuant to the provisions in paragraph 5 of GASB Statement No. 80, *Blending Requirements for Certain Component Units* and GASB Statement No. 14, *The Financial Reporting Entity* paragraphs 21-37, as amended.

(2) Cash, Cash Equivalents, and Investments

(a) Cash and Cash Equivalents

Cash and cash equivalents consist of the following as of June 30, 2023 and 2022:

Cash and Cash Equivalents		
	2023	2022
Cash	\$ 112,301,033	151,382,977
State of New Jersey Cash Management Fund	675,757	651,935
Money market accounts	6,324,885	1,206,055
Total cash and cash equivalents	\$ 119,301,675	153,240,967

Cash and cash equivalents held at a depository and bank balances amounted to \$115,590,708 and \$156,314,703, respectively, as of June 30, 2023 and 2022. Of these amounts, \$500,049 and \$500,000 were FDIC insured, and \$111,025,829 and \$150,598,458 were collateralized pursuant to Chapter 64 of Title 18A of New Jersey Statutes as of June 30, 2023 and 2022, respectively. There was \$3,389,073 and \$4,564,310 in uncollateralized cash as of June 30, 2023 and 2022, respectively.

The University participates in NJCMF wherein amounts also contributed by other State entities are combined in a large-scale investment program. The University's deposits in the NJCMF were \$675,757 and \$651,935 as of June 30, 2023 and 2022, respectively. These amounts are collateralized in accordance with New Jersey Statute 52:18-16-1, but not in the University's name.

The operations of the NJCMF are governed by statutes of the State and the provisions of the State Investment Council Regulations for the purpose of determining authorized investments. The fair value of the NJCMF is based on the number of shares held by the University and the market price of those shares as of June 30, 2023 and 2022. The NJCMF is unrated with an average portfolio maturity of less than one year.

Money market funds are not subject to custodial risk, however, they are subject to credit risk. The balances in the University's money market accounts are unrated.

(b) Investments

The University's investments consist of the following as of June 30, 2023 and 2022:

Investments		
	2023	2022
U.S. government treasury securities	\$ 44,721,518	37,807,251
U.S. government agency securities	31,839,077	6,816,939
U.S. corporate bonds	42,877,072	56,362,681
Foreign corporate bonds	14,846,374	23,574,513
Commercial paper	2,760,487	12,046,511
Asset-backed securities	39,890,154	24,812,335
Commercial mortgage-backed securities	8,440,340	9,894,896
Municipal bonds	6,125,899	11,726,844
Collateralized mortgage obligations	3,435,345	3,424,647
Mutual funds – equity	20,397,953	17,434,970
Common stock – equity	259,434	221,640
Total investments	\$ 215,593,653	204,123,227

The University has an investment policy, which establishes guidelines for permissible investments. Short-term investment options include, but are not limited to, the funds, municipal obligations, etc. that are deemed appropriate and within the risk parameters as determined by the University Board of Trustees and the University Executive Staff.

The University's long-term investment options include, but are not limited to, the purchase of U.S. Government agency obligations, U.S. government treasury securities, corporate bonds, and other investment vehicles (i.e. mutual funds, asset backed securities, etc.) that are deemed appropriate and within the University's investment policy.

The University's investments are subject to various risks. Among these risks are credit risk and interest rate risk. Each one of these risks is discussed in more detail below.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The credit risk of a debt instrument is measured by nationally recognized statistical rating agencies such as Moody's Investors Service, Inc. (Moody's) and Standard and Poor's (S&P). The University's investment policy requires that fixed income securities are rated Baa3/BBB – or higher by at least one rating agency. At June 30, 2023 and 2022, the University does not have investments in a single issuer, excluding the U.S. Government, of more than 5% of its total investments and therefore does not have a concentration of credit risk.

Notes to the Financial Statements as of and for the Years Ended June 30, 2023 and 2022

The following tables summarize the agency ratings of the fixed income securities included in the University's investments as of June 30, 2023 and 2022:

	2023											
	S&P Rated				Moody's Rated				Other Rated			Total
AAA	AA	A	BBB	Aaa	Aa	A	Baa	AAA	AA	A		
U.S. government treasury securities	\$ —	44,721,518	—	—	—	—	—	—	—	—	—	44,721,518
U.S. government agency securities	580,047	31,259,030	—	—	—	—	—	—	—	—	—	31,839,077
U.S. corporate bonds	—	1,136,055	18,399,415	21,356,182	—	995,100	—	—	—	—	990,320	42,877,072
Foreign corporate bonds	—	—	9,080,627	1,734,511	1,421,241	—	619,874	—	—	999,181	990,940	14,846,374
Commercial paper	—	—	—	—	—	—	—	2,760,487	—	—	—	2,760,487
Asset-backed securities	26,079,778	515,483	500,164	—	7,460,928	1,607,984	789,385	—	1,718,267	27,705	1,190,460	39,890,154
Commercial mortgage-backed securities	2,083,105	612,397	—	—	4,067,287	1,045,903	—	—	228,758	402,890	—	8,440,340
Municipal bonds	256,553	3,710,440	1,915,323	—	—	—	124,207	—	—	119,376	—	6,125,899
Collateralized mortgage obligations	1,286,155	—	—	—	875,177	—	—	—	1,274,013	—	—	3,435,345
Total	\$ 30,285,638	81,954,923	29,895,529	23,090,693	13,824,633	3,648,987	1,533,466	2,760,487	3,221,038	1,549,152	3,171,720	194,936,266

		2022										
		S&P Rated				Moody's Rated				Fitch Rated		
		AAA	AA	A	BBB	Aaa	Aa	A	Baa	AAA	AA	Total
U.S. government treasury securities	\$	—	32,479,725	—	—	5,327,526	—	—	—	—	—	37,807,251
U.S. government agency securities		653,990	3,842,725	—	—	—	802,180	—	—	1,518,044	—	6,816,939
U.S. corporate bonds		—	7,600,553	21,623,818	26,188,310	—	—	—	950,000	—	—	56,362,681
Foreign corporate bonds		460,170	1,002,060	14,431,141	3,032,826	3,016,945	—	1,397,327	—	234,044	—	23,574,513
Commercial paper		—	—	—	—	—	—	2,149,357	9,897,154	—	—	12,046,511
Asset-backed securities		16,952,879	2,807,804	—	—	4,453,936	294,060	—	—	—	303,656	24,812,335
Commercial mortgage-backed securities		2,094,803	1,284,812	—	—	4,931,021	1,079,751	—	—	97,436	407,073	9,894,896
Municipal bonds		400,441	6,586,639	2,549,135	1,400,000	111,426	553,685	125,518	—	—	—	11,726,844
Collateralized mortgage obligations		593,020	833,992	—	—	454,506	—	—	—	1,543,129	—	3,424,647
Total	\$	21,155,303	56,438,310	38,604,094	30,621,136	18,295,360	2,729,676	3,672,202	10,847,154	3,392,653	710,729	186,466,617

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of a debt investment. The University's investment policy does not specifically address limitations in the maturities of investments. For the University, the following tables summarize the maturities of the fixed income security investments as of June 30, 2023 and 2022:

Investment type	Fair value	2023 Investment maturities (in years)			
		Less than 1	1–5	6–10	More than 10
U.S. government treasury securities	\$ 44,721,518	24,510,945	20,210,573	—	—
U.S. government agency securities	31,839,077	12,957,794	17,247,224	1,107,109	526,950
U.S. corporate bonds	42,877,072	18,070,779	24,806,293	—	—
Foreign corporate bonds	14,846,374	8,809,639	6,036,735	—	—
Commercial paper	2,760,487	2,760,487	—	—	—
Asset-backed securities	39,890,154	6,566,944	26,241,025	3,521,823	3,560,362
Commercial mortgage-backed securities	8,440,340	793,360	1,006,849	—	6,640,131
Municipal bonds	6,125,899	4,196,834	1,929,065	—	—
Collateralized mortgage obligations	3,435,345	—	639,769	—	2,795,576
Total	\$ 194,936,266	78,666,782	98,117,533	4,628,932	13,523,019

Investment type	Fair value	2022 Investment maturities (in years)			
		Less than 1	1–5	6–10	More than 10
U.S. government treasury securities	\$ 37,807,251	15,027,450	22,779,801	—	—
U.S. government agency securities	6,816,939	1,404,885	2,067,565	—	3,344,489
U.S. corporate bonds	56,362,681	21,143,014	35,219,667	—	—
Foreign corporate bonds	23,574,513	8,799,074	11,305,260	1,421,858	2,048,321
Commercial paper	12,046,511	12,046,511	—	—	—
Asset-backed securities	24,812,335	24,370	18,261,724	3,582,973	2,943,268
Commercial mortgage-backed securities	9,894,896	1,145,058	3,720	684,598	8,061,520
Municipal bonds	11,726,844	6,579,606	5,147,238	—	—
Collateralized mortgage obligations	3,424,647	—	69,135	237,409	3,118,103
Total	\$ 186,466,617	66,169,968	94,854,110	5,926,838	19,515,701

(c) Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the financial statement measurement date. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels as follows:

- Level 1 – quoted or published prices for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 – quoted or published prices other than those included within Level 1 and other inputs that are observable for an asset or liability, either directly or indirectly.
- Level 3 – pricing inputs are unobservable for the asset or liability and include situations where there is little, if any, market activity or the investment.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3. When the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level that is significant to the entire measurement.

The categorization of a financial instrument within the hierarchy is based upon pricing transparency and is not necessarily an indication of the University's perceived risk of that instrument.

The following is a description of the valuation methodologies used for instruments measured at fair value:

- U. S. government treasury securities and agency securities – The fair value of government securities and agencies are based on institutional bond quotes and evaluations based on various market and industry inputs.
- U. S. and foreign corporate bonds – The fair value of corporate bonds are based on institutional bond quotes and evaluations based on various market and industry inputs.
- Common stocks and mutual funds – equity – The fair value of mutual funds are based on quoted or published market prices, when available, or market prices provided by recognized broker-dealers.
- Asset backed securities, commercial paper, commercial mortgage-backed securities and collateralized mortgage obligations – The fair value of asset backed securities, mortgages, commercial mortgage-backed securities, and collateralized mortgage obligations are based on various market and industry inputs and quotes from market makers and other brokers recognized to be market participants.
- Municipal bonds – The fair value of municipal bonds are based on various market and industry inputs.

The University's financial instruments as of June 30, 2023 are summarized in the following table by their fair value hierarchy:

2023				
Investments Measured at Fair Value				
	Total	Level 1	Level 2	Level 3
Investment:				
U. S. government treasury securities	\$ 44,721,518	44,721,518	—	—
U. S. government agency securities	31,839,077	—	31,839,077	—
U. S. corporate bonds	42,877,072	—	42,877,072	—
Foreign corporate bonds	14,846,374	—	14,846,374	—
Commercial paper	2,760,487	—	2,760,487	—
Asset-backed securities	39,890,154	—	39,890,154	—
Commercial mortgage-backed securities	8,440,340	—	8,440,340	—
Municipal bonds	6,125,899	—	6,125,899	—
Collateralized mortgage obligations	3,435,345	—	3,435,345	—
Mutual funds – equity	20,397,953	20,397,953	—	—
Common stock – equity	259,434	259,434	—	—
Total investments	\$ 215,593,653	65,378,905	150,214,748	—

The University's financial instruments as of June 30, 2022 are summarized in the following table by their fair value hierarchy:

2022				
Investments Measured at Fair Value				
	Total	Level 1	Level 2	Level 3
Investment:				
U. S. government treasury securities	\$ 37,807,251	37,807,251	—	—
U. S. government agency securities	6,816,939	—	6,816,939	—
U. S. corporate bonds	56,362,681	—	56,362,681	—
Foreign corporate bonds	23,574,513	—	23,574,513	—
Commercial paper	12,046,511	—	12,046,511	—
Asset-backed securities	24,812,335	—	24,812,335	—
Commercial mortgage-backed securities	9,894,896	—	9,894,896	—
Municipal bonds	11,726,844	—	11,726,844	—
Collateralized mortgage obligations	3,424,647	—	3,424,647	—
Mutual funds – equity	17,434,970	17,434,970	—	—
Common stock – equity	221,640	221,640	—	—
Total investments	\$ 204,123,227	55,463,861	148,659,366	—

(3) Restricted Deposits Held by Trustees

Restricted deposits held by trustees include restricted funds held by three Board approved trustees. Deposits held by trustees consist of cash and money market investments, which are measured at amortized cost. The money market investments were unrated. Restricted deposits held by trustees include funds for construction, debt service reserve, and debt service and consist of the following as of June 30, 2023 and 2022:

Restricted Deposits Held by Trustees		
	2023	2022
Construction funds	\$ 37,750,346	69,482,090
Debt service and debt service reserve funds	28,420,283	28,834,132
	66,170,629	98,316,222
Less current portion	26,893,768	24,489,595
Noncurrent restricted deposits held by trustees	\$ 39,276,861	73,826,627

(4) Capital Assets

The detail of capital assets activity for the years ended June 30, 2023 and 2022 is as follows:

2023	Capital Assets Beginning balance	Additions/ Transfers	Deletions/ transfers	Ending balance
Nondepreciable assets:				
Land	\$ 51,246,664	—	—	51,246,664
Artwork	2,775,761	—	—	2,775,761
Construction in progress	59,763,089	56,643,267	(29,683,529)	86,722,827
Total nondepreciable assets	113,785,514	56,643,267	(29,683,529)	140,745,252
Depreciable assets:				
Land improvements	66,151,591	1,276,850	—	67,428,441
Buildings	1,274,709,768	27,598,826	—	1,302,308,594
Equipment	106,786,083	16,609,521	(297,042)	123,098,562
Total depreciable assets	1,593,021,271	49,581,928	(945,847)	1,641,657,352
Less accumulated depreciation:				
Land improvements	39,033,852	3,261,846	—	42,295,698
Buildings	543,579,131	42,026,627	—	585,605,758
Equipment	71,815,744	11,180,643	(269,231)	82,727,156
Total accumulated depreciation	654,428,727	56,469,116	(269,231)	710,628,612
Total capital assets, net excluding leases	\$ 907,004,229	45,659,348	(29,711,340)	922,952,237
Nondepreciable right-of-use assets:				
Prepayments on right-of-use assets	\$ 578,532	44,000	—	622,532
Depreciable right-of-use assets:				
Right-of-use assets	145,373,829	4,096,731	(648,805)	148,821,755
Less accumulated depreciation:				
Right-of-use assets	15,375,329	10,310,281	—	25,685,610
Right-of-use assets, net (Note 12)	\$ 130,577,032	(6,169,550)	(648,805)	123,758,677
Total capital assets, net as reported in the statement of net position				\$ 1,046,710,914

2022	Capital Assets Beginning balance	Additions/ Transfers	Deletions/ transfers	Ending balance
Nondepreciable assets:				
Land	\$ 50,503,868	742,796	—	51,246,664
Artwork	2,775,761	—	—	2,775,761
Construction in progress	72,688,290	42,642,530	(55,567,731)	59,763,089
Total nondepreciable assets	125,967,919	43,385,326	(55,567,731)	113,785,514
Depreciable assets:				
Land improvements	64,481,111	1,670,480	—	66,151,591
Buildings	1,205,397,331	69,312,437	—	1,274,709,768
Equipment	99,245,141	10,875,856	(3,334,914)	106,786,083
Total depreciable assets	1,503,649,923	92,706,262	(3,334,914)	1,593,021,271
Less accumulated depreciation:				
Land improvements	35,818,026	3,215,826	—	39,033,852
Buildings	502,715,052	40,864,079	—	543,579,131
Equipment	63,580,756	11,477,313	(3,242,325)	71,815,744
Total accumulated depreciation	602,113,834	55,557,218	(3,242,325)	654,428,727
Total capital assets, net excluding leases	\$ 892,977,668	69,686,881	(55,660,320)	907,004,229
Nondepreciable right-of-use assets:				
Prepayments on right-of-use assets	\$ 51,556	526,976	—	578,532
Depreciable right-of-use assets:				
Right-of-use assets	134,526,340	10,847,489	—	145,373,829
Less accumulated depreciation:				
Right-of-use assets	5,805,084	9,570,245	—	15,375,329
Right-of-use assets, net (Note 12)	\$ 128,772,812	1,804,220	—	130,577,032
Total capital assets, net as reported in the statement of net position				\$ 1,037,581,261

Depreciation expense for the year ending June 30, 2023 and 2022 is \$66,779,397 and \$65,127,463, respectively. The estimated cost to complete capital projects included in construction in progress as of June 30, 2023 approximates \$147,438,506. Anticipated financing for these projects is approximately \$73,083,880 in grant funds, \$34,378,790 in bond funding and \$39,975,836 in University funds.

(5) State of New Jersey Fringe Benefits

The State, through separate appropriations, pays certain fringe benefits, principally health benefits and FICA taxes, on behalf of University employees and retirees. The costs of these benefits, \$139,071,078 and \$117,004,419, respectively, for fiscal years 2023 and 2022, were paid directly by the State on behalf of the University and are included in the accompanying financial statements as State of New Jersey fringe benefits revenue and as operating expenses.

(6) Retirement Plans

The University participates in several retirement plans, administered by the State of New Jersey, Division of Pensions and Benefits (the Division), covering its employees – the PERS, the PFRS, the TPAF, the Alternate Benefit Program (ABP), and the Defined Contribution Retirement Program (DCRP). PERS, PFRS and TPAF are cost-sharing, multiple-employer defined benefit retirement plans, while ABP and DCRP are defined contribution retirement plans. Generally all employees, except certain part-time employees, participate in one of these plans. The University is charged for pension costs through a fringe benefit charge assessed by the

State which is included with the State of New Jersey fringe benefits in the accompanying financial statements (see note 5).

A publicly available ACFR of the State of New Jersey, Division of Pensions and Benefits, which includes financial statements, required supplementary information, and detailed information about the PERS's, PFRS's, and TPAF's fiduciary net position, can be obtained at <https://www.state.nj.us/treasury/pensions/annual-reports.shtml>. or by writing to the State of New Jersey, Department of the Treasury, Division of Pensions and Benefits, P.O. Box 295, Trenton, NJ 08625-0295.

(a) Defined Benefit Pension Plans

General Information

(i) Public Employees' Retirement System

Plan description – PERS was established under the provisions of N.J.S.A. 43:15A to provide retirement, death and disability benefits to substantially all full-time employees of the State or any county, municipality, school district or public agency, provided the employee is not required to be a member of another state-administered retirement system or other state pension fund or local jurisdiction's pension fund.

Benefits provided – All benefits vest after ten years of service.

The following represents the membership tiers for PERS:

Tier	Definition
1	Members who were enrolled prior to July 1, 2007
2	Members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008
3	Members who were eligible to enroll on or after November 2, 2008 and prior to May 22, 2010
4	Members who were eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
5	Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits of 1/55th of final average salary for each year of service credit is available to tiers 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60th of final average salary for each year of service credit is available to tier 4 members upon reaching age 62 and tier 5 members upon reaching age 65. Early retirement benefits are available to tiers 1 and 2 members before reaching age 60, tiers 3 and 4 before age 62 with 25 or more years of service credit and tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month that a member retires prior to the age at which a member can receive full early retirement benefits in accordance with their respective tier. Tier 1 members can receive an unreduced benefit from age 55 to age 60 if they have at least 25 years of service. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

Contributions – The contribution policy is set by N.J.S.A. 43:15A and requires contributions by active members and contributing employers. Members contribute at a uniform rate. The member contribution rate at June 30, 2023 and 2022 was 7.5% of pensionable wages. The State contributes the employer's share on behalf of the University. The State's pension contribution is based on an actuarially determined amount which includes the employer portion of the normal cost and an amortization of the unfunded accrued liability. The University's contributions to PERS (amounts paid by the State on behalf of the University) for the fiscal year ended June 30, 2023 and 2022 was \$19,833,865 and \$19,973,992, respectively.

(ii) *Police and Firemen's Retirement System*

Plan description – PFRS was established under the provisions of N.J.S.A 43:16A to provide retirement, death and disability benefits to substantially all full time county and municipal police or firemen and state firemen or officer employees with police powers appointed after June 30, 1944.

Benefits provided – All benefits vest after ten years of service, except disability benefits, which vest after four years of service.

The following represents the membership tiers for PFRS:

Tier	Definition
1	Members who were enrolled prior to May 22, 2010
2	Members who were eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
3	Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits are available at age 55 and are generally determined to be 2% of final compensation for each year of creditable service, as defined, up to 30 years plus 1% for each year of service in excess of 30 years. Members may seek special retirement after achieving 25 years of creditable service, in which benefits would equal 65% (tiers 1 and 2 members) and 60% (tier 3 members) of final compensation plus 1% for each year of creditable service over 25 years but not to exceed 30 years. Members may elect deferred retirement benefits after achieving ten years of service, in which case benefits would begin at age 55 equal to 2% of final compensation for each year of service.

Contributions – The contribution policy is set by N.J.S.A. 43:16A and requires contributions by active members and contributing employers. The State contributes the employer's share on behalf of the University. The State's contribution amount is based on an actuarially determined rate which includes the normal cost and unfunded accrued liability. The member contribution rate at June 30, 2023 and 2022 was 10% of pensionable wages. The University's contributions to PFRS (amounts paid by the State on behalf of the University) for the fiscal year ended June 30, 2023 and 2022 were \$2,934,363 and \$2,803,178, respectively.

(iii) *Teachers' Pension and Annuity Fund*

Plan description – TPAF was established under the provisions of N.J.S.A. 18A:66 to provide retirement, death and disability benefits to substantially all teachers or members of the professional staff certified by the State Board of Examiners and employees of the State of New Jersey, Department of Education, who have titles that are unclassified, professional, and certified. Certain faculty members of the University participate in the TPAF. Under the provisions of N.J.S.A. 18A:66-33, the State is legally obligated to make contributions on behalf of all participating employers to the plan, therefore TPAF meets the definition of a special funding situation as defined in GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*.

Benefits provided – The vesting and benefit provisions are set by N.J.S.A. 18A:66. All benefits vest after ten years of service. Members are always fully vested for their own contributions and, after three years of service credit, become vested for 2% of related interest earned on the contributions. In the case of death before retirement, members' beneficiaries are entitled to full interest credited to the members' accounts.

The following represents the membership tiers for TPAF:

Tier	Definition
1	Members who were enrolled prior to July 1, 2007
2	Members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008
3	Members who were eligible to enroll on or after November 2, 2008 and prior to May 22, 2010
4	Members who were eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
5	Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits of 1/55th of final average salary for each year of service credit is available to tiers 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60th of final average salary for each year of service credit is available to tier 4 members upon reaching age 62 and tier 5 members upon reaching age 65. Early retirement benefits are available to tiers 1 and 2 members before reaching age 60, tiers 3 and 4 before age 62 with 25 or more years of service credit, and tier 5 before age 65 with 30 or more years of service credit. Benefits are reduced by a fraction of a percent for each month that a member retires prior to the retirement age for his/her respective tier. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

Contributions – The contribution policy is set by N.J.S.A. 18A:66 and requires contributions by active members and contributing employers. The full normal contribution rate at June 30, 2023 and 2022 was 7.5%. The State's pension contribution is based on an actuarially determined amount which includes the employer portion of the normal cost and an amortization of the unfunded accrued liability.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

The University's respective net pension liability, deferred outflows of resources, deferred inflows of resources and pension expense related to PERS and PFRS are calculated by the Division. At June 30, 2023, the University reported a liability of \$265,732,975 and \$18,911,809 for PERS and PFRS, respectively, for its proportionate share of the respective PERS and PFRS net pension liabilities. At June 30, 2022, the University reported a liability of \$258,885,863 and \$17,603,974 for PERS and PFRS, respectively, for its proportionate share of the respective PERS and PFRS net pension liabilities. As the State is legally obligated to fund TPAF on behalf of the University, the University's proportionate share of net pension liability at June 30, 2023 and 2022 of \$888,839 and \$840,599, respectively, is recognized by the State. The total pension liabilities used to calculate the net pension liabilities, which were recorded in the statement of net position as of June 30, 2023, were determined by actuarial valuations as of July 1, 2021 and rolled forward to the measurement date of June 30, 2022. The total pension liabilities used to calculate the net pension liabilities, which were recorded in the statement of net position as of June 30, 2022, were determined by actuarial valuations as of July 1, 2020 and rolled forward to the measurement date of June 30, 2021. For PERS and PFRS, the University's proportionate share of the respective net pension liabilities for the fiscal years 2023 and 2022 were based on the actual contributions made by the State on behalf of the University relative to the total contributions of participating employers of the State Group for each plan for fiscal years 2022 and 2021, respectively. For TPAF, the University's proportionate share of the respective net pension liability for the fiscal year was based on the actual contributions made by the State on behalf of the University relative to the total contributions made by the

State for fiscal year 2022 and 2021. The University's allocation percentages and pension expense for each plan are as follows:

2022 Summary of Pension Amounts			
	PERS	PFRS	TPAF
2022 Allocation percentage – State Group/Nonemployer Group ¹	1.187 %	0.437 %	0.002 %
2022 Allocation percentage – Total Plan ²	0.707 %	0.106 %	0.002 %
Pension expense for the measurement date June 30, 2022	\$ 4,001,590	1,223,591	23,921

2021 Summary of Pension Amounts			
	PERS	PFRS	TPAF
2021 Allocation percentage – State Group/Nonemployer Group ¹	1.197 %	0.433 %	0.002 %
2021 Allocation percentage – Total Plan ²	0.770 %	0.131 %	0.002 %
Pension expense for the measurement date June 30, 2021	\$ 4,969,889	935,944	19,780

¹ – Allocation percentage for PERS and PFRS based on total State Group. Allocation percentage for TPAF based on total Nonemployer Group.

² – Allocation percentage calculated as the University's respective net pension liability as a percentage of the total plan's net pension liability.

As TPAF is a special funding situation, the University recognized revenue related to the support provided by the State as of June 30, 2023 and 2022 of \$23,921 and \$19,780, respectively, in the State of New Jersey fringe benefits amount on the statements of revenue, expenses and changes in net position.

The University reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources as of June 30, 2023 and 2022:

2023			
Deferred Outflows and Inflows of Resources from Pensions			
	PERS	PFRS	Total
Deferred outflows of resources:			
Changes of assumptions	\$ 397,072	19,085	416,157
Changes in proportionate share	10,961,882	1,579,232	12,541,114
Differences between expected and actual experience	4,284,841	140,776	4,425,617
Net differences between projected and actual investment earnings on pension plan investments	6,419,490	670,050	7,089,540
Contributions subsequent to the measurement date	19,833,865	2,934,363	22,768,228
Total	\$ 41,897,150	5,343,506	47,240,656
Deferred inflows of resources:			
Changes in proportionate share	\$ 6,710,825	373,775	7,084,600
Differences between expected and actual experience	1,399,371	468,116	1,867,487
Changes of assumptions	19,453,388	909,188	20,362,576
Total	\$ 27,563,584	1,751,079	29,314,663

2022			
Deferred Outflows and Inflows of Resources from Pensions			
	PERS	PFRS	Total
Deferred outflows of resources:			
Changes of assumptions	\$ 528,305	23,446	551,751
Changes in proportionate share	15,489,949	1,856,627	17,346,576
Differences between expected and actual experience	6,292,040	—	6,292,040
Contributions subsequent to the measurement date	19,973,992	2,803,178	22,777,170
Total	\$ 42,284,286	4,683,251	46,967,537
Deferred inflows of resources:			
Changes in proportionate share	\$ 6,927,622	568,451	7,496,073
Differences between expected and actual experience	894,428	634,450	1,528,878
Net differences between projected and actual investment earnings on pension plan investments	8,142,002	457,688	8,599,690
Changes of assumptions	36,691,499	1,396,525	38,088,024
Total	\$ 52,655,551	3,057,114	55,712,665

As the State is legally obligated to fund TPAF on behalf of the University, the University's proportionate share of deferred outflows of resources and deferred inflows of resources are recognized by the State.

At June 30, 2023, \$22,768,228 was reported as deferred outflows of resources related to pensions resulting from contributions made on behalf of the University by the State subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Future Net Deferred Outflows (Inflows) of Resources			
	PERS	PFRS	Total
Years ending:			
2024	\$ (7,259,095)	(185,309)	(7,444,404)
2025	(2,718,197)	(28,526)	(2,746,723)
2026	1,921,335	278,379	2,199,714
2027	2,596,178	525,076	3,121,254
2028	(40,520)	63,346	22,826
Thereafter	—	5,098	5,098
	<u>\$ (5,500,299)</u>	<u>658,064</u>	<u>(4,842,235)</u>

Actuarial Assumptions

The total pension liabilities related to PERS, PFRS, and TPAF measured as of June 30, 2022 and 2021 were based on actuarial valuations as of July 1, 2021 and 2020 using the following actuarial assumptions:

2022 Actuarial Assumptions			
	PERS	PFRS	TPAF
Inflation rate:			
Price	2.75%	2.75%	2.75%
Wage	3.25%	3.25%	3.25%
Salary increases:			
	2.75 – 6.55%	3.25 – 16.25%	2.75 – 5.65%
	based on years of service	based on years of service	based on years of service
Investment rate of return	7.00%	7.00%	7.00%

2021 Actuarial Assumptions			
	PERS	PFRS	TPAF
Inflation rate:			
Price	2.75%	2.75%	2.75%
Wage	3.25%	-	3.25%
Salary increases:			
Through 2026	2.00 – 6.00%	3.25 – 15.25%	1.55 – 4.45%
	based on years of service	based on years of service	based on years of service
Thereafter	3.00 – 7.00%	3.25 – 15.25%	2.75 – 5.65%
	based on years of service	based on years of service	based on years of service
Investment rate of return	7.00%	7.00%	7.00%

2022

For PERS, pre-retirement mortality rates were based on the Pub-2010 General Below-Median Income Employee mortality table with an 82.2% adjustment for males and 101.4% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Post-retirement mortality rates were based on the Pub-2010 General Below-Median Income Healthy Retiree mortality table with a 91.4% adjustment for males and 99.7% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Disability retirement rates used to value disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree mortality table with a 127.7% adjustment for males and 117.2% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2021 valuation were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2021.

2021

For PERS, pre-retirement mortality rates were based on the Pub-2010 General Below-Median Income Employee mortality table with an 82.2% adjustment for males and 101.4% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Post-retirement mortality rates were based on the Pub-2010 General Below-Median Income Healthy Retiree mortality table with a 91.4% adjustment for males and 99.7% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Disability retirement rates used to value disabled retirees were based on the Pub-2010 Non-Safety Disabled Retiree mortality table with a 127.7% adjustment for males and 117.2% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2014 to June 30, 2018.

2022

For PFRS, employee mortality rates were based on the PubS-2010 amount-weighted mortality table with a 105.6% adjustment for males and 102.5% adjustment for females. For healthy annuitants, mortality rates were based on the PubS-2010 amount-weighted mortality table with a 96.7% adjustment for males and a 96.0% adjustment for females. Disability rates were based on the PubS-2010 amount-weighted mortality table with a 152.0% adjustment for males and 109.3% adjustment for females. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2021 valuation were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2021.

2021

For PFRS, employee mortality rates were based on the PubS-2010 amount-weighted mortality table with a 105.6% adjustment for males and 102.5% adjustment for females. For healthy annuitants, mortality rates were based on the PubS-2010 amount-weighted mortality table with a 96.7% adjustment for males and a 96.0% adjustment for females. Disability rates were based on the PubS-2010 amount-weighted mortality table with a 152.0% adjustment for males and 109.3% adjustment for females. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2013 to June 30, 2018.

2022

For TPAF, pre-retirement mortality rates were based on the Pub-2010 Teachers Above-Median Income Employee mortality table with a 93.9% adjustment for males and 85.3% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Post-retirement mortality rates were based on the Pub-2010 Teachers Above-Median Income Healthy Retiree mortality table with a 114.7% adjustment for males and 99.6% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Disability mortality rates were based on the Pub-2010 Non-Safety Disabled Retiree mortality table with a 106.3% adjustment for males and 100.3% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2021 valuation were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2021.

2021

For TPAF, pre-retirement mortality rates were based on the Pub-2010 Teachers Above-Median Income Employee mortality table with a 93.9% adjustment for males and 85.3% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Post-retirement mortality rates were based on the Pub-2010 Teachers Above-Median Income Healthy Retiree mortality table with a 114.7% adjustment for males and 99.6% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Disability mortality rates were based on the Pub-2010 Non-Safety Disabled Retiree mortality table with a 106.3% adjustment for males and 100.3% adjustment for females, and with future improvement from the base year of 2010 on a generational basis. Mortality improvement is based on Scale MP-2021. The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2015 to June 30, 2018.

Long-Term Expected Rate of Return

In accordance with State statute, the long-term expected rate of return on plan investments (7.00% June 30, 2022 and 2021) is determined by the State Treasurer, after consultation with the Directors of the Division of Investment and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of the arithmetic real rates of return for each major asset class included in PERS's, PFRS's and TPAF's target asset allocations as of June 30, 2022 and 2021 are summarized in the following tables:

2022		
Target Asset Allocation and Long-Term Expected Rate of Return		
	PERS PFRS TPAF	
	Target allocation	Long-term expected real rate of return
Risk Mitigation Strategies	3.00 %	4.91 %
Cash Equivalents	4.00	1.75
U.S. Treasuries	4.00	1.75
Investment Grade Credit	7.00	3.38
High Yield	4.00	4.95
Private Credit	8.00	8.10
Real Assets	3.00	7.60
Real Estate	8.00	11.19
US Equity	27.00	8.12
Non-U.S. Developed Markets Equity	13.50	8.38
Emerging Markets Equity	5.50	10.33
Private Equity	13.00	11.80

2021		
Target Asset Allocation and Long-Term Expected Rate of Return		
	PERS PFRS TPAF	
	Target allocation	Long-term expected real rate of return
Risk Mitigation Strategies	3.00 %	3.35 %
Cash Equivalents	4.00	0.50
U.S. Treasuries	5.00	0.95
Investment Grade Credit	8.00	1.68
High Yield	2.00	3.75
Private Credit	8.00	7.60
Real Assets	3.00	7.40
Real Estate	8.00	9.15
US Equity	27.00	8.09
Non-U.S. Developed Markets Equity	13.50	8.71
Emerging Markets Equity	5.50	10.96
Private Equity	13.00	11.30

Discount Rate

The discount rate used to measure the total pension liability was 7.00% for PERS, PFRS, and TPAF as of June 30, 2022 and 2021.

In fiscal year 2023, for PERS, PFRS, and TPAF, the projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made based on 100% of the actuarially determined contribution for the State. Based on those assumptions, the plan's fiduciary net position as of June 30, 2022 was projected to be available to make projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to projected benefit payments in determining the total pension liability.

In fiscal year 2022, for PERS, PFRS, and TPAF, the projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made based on 100% of the actuarially determined contribution for the State. Based on those assumptions, the plan's fiduciary net position as of June 30, 2021 was projected to be available to make projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to projected benefit payments in determining the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the University as of the June 30, 2022, measurement date calculated using the discount rates as disclosed above as well as the net pension liability if it was calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

2022 Sensitivity of Net Pension Liability			
Plan (rates)	At 1% decrease	At current discount rate	At 1% increase
PERS(6.00%, 7.00%, 8.00%)	\$ 303,222,173	265,732,975	233,912,281
PFRS(6.00%, 7.00%, 8.00%)	22,007,749	18,911,809	16,333,209

The following presents the net pension liability of the University as of the June 30, 2021, measurement date calculated using the discount rates as disclosed above as well as the net pension liability if it was calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

2021 Sensitivity of Net Pension Liability			
Plan (rates)	At 1% decrease	At current discount rate	At 1% increase
PERS(6.00%, 7.00%, 8.00%)	\$ 297,128,789	258,885,863	226,528,512
PFRS(6.00%, 7.00%, 8.00%)	20,604,099	17,603,974	15,106,328

(b) Defined Contribution Retirement Plans**Alternative Benefit Program (ABP)**

ABP provides retirement and death benefits for or on behalf of those full-time professional employees and faculty members electing to participate in this optional retirement program. Participation eligibility as well as contributory and noncontributory requirements is established by the State of New Jersey Retirement and Social Security Law. Contributions can be invested with up to six investment carriers available under the plan. Additional voluntary contributions may be made on a tax-deferred basis, subject to limits within the Internal Revenue Code. The University assumes no liability for ABP members other than payment of contributions.

Benefits are determined by the amount of individual accumulations and the retirement income option selected. All benefits vest after the completion of one year of service. Individually owned annuity contracts that provide for full ownership of retirement and survivor benefits are purchased at the time of vesting. Participating University employees contribute 5% of salary and may contribute a voluntary additional contribution up to the maximum Federal statutory limit, on a pre-tax basis.

Employer contributions are 8%. During the year ended June 30, 2023 and 2022, ABP investment carriers received employer and employee contributions as follows:

ABP Employer and Employee Contributions			
		2023	2022
Employer contributions	\$	14,779,184	13,768,247
Employee contributions		28,106,213	25,944,625
Basis for contributions:			
Participating employee salaries	\$	184,739,801	172,103,087

Employer contributions to ABP are paid by the State and are reflected in the accompanying financial statements as State of New Jersey fringe benefit revenue and as expenses.

Effective July 1, 2010, Governor Christie signed Chapter 31, P.L. 2010 into law, which only allowed employer contributions to ABP for salaries up to \$141,000. Effective July 1, 2018, Chapter 14, P.L. 2018 increased the salary cap allowing for employer contributions to ABP for salaries up to \$175,000.

Defined Contribution Retirement Plan

DCRP was established under the provisions of Chapter 92, P.L. 2007 and expanded under the provisions of Chapter 89, P.L. 2008 and Chapter 1, P.L. 2010. DCRP provides eligible members with a tax-sheltered, defined contribution retirement benefit along with life insurance and disability coverage. DCRP enrollment eligibility criteria includes employees who: (1) earn below a minimum base salary, or (2) do not work a minimum number of hours per week, or (3) are enrolled in PERS and make in excess of the established "maximum contribution" limits. Participating eligibility, as well as contributory and noncontributory requirements, is established by the State of New Jersey Retirement and Social Security Law.

DCRP has one investment carrier, Prudential, which jointly administers the DCRP investments with the Division of Pensions and Benefits. The University assumes no liability for DCRP members other than payment of contributions. Benefits are determined by the amount of individual accumulations and the retirement option selected. All benefits vest immediately for employees who are enrolled in PERS or after one year for employees not in PERS. Individually owned annuity contracts that provide for full ownership of retirement and survivor benefits are purchased at the time of vesting.

Participating University employees contribute 5.5% of their eligible wages. Employer contributions are 3%. During the years ended June 30, 2023 and 2022, Prudential received employer and employee contributions as follows:

DCRP Employer and Employee Contributions			
		2023	2022
Employer contributions	\$	48,012	43,649
Employee contributions		88,021	80,023
Basis for contributions:			
Participating employee salaries	\$	1,600,369	1,454,956

(c) Post-Employment Benefits Other than Pensions

The University's retirees participate in the State Health Benefit State Retired Employees Plan (the Plan).

Plan description, including benefits provided - The Plan is a single-employer defined benefit other postemployment benefit (OPEB) plan, which provides medical, prescription drug, and Medicare Part B reimbursements to retirees and their covered dependents. Although the Plan is a single-employer plan, it is treated as a cost-sharing multiple employer plan for standalone reporting purposes. In accordance N.J.S.A. 52:14-17.32, the State of New Jersey (the State) is required to pay the premiums and periodic charges for OPEB of State employees who retire with 25 years or more of credited service, or on a disability pension, from one or more of the following pension plans: the Public Employees' Retirement System (PERS), the Alternate Benefit Program (ABP) or the Police and Firemen's Retirement System (PFRS). In addition, Chapter 302, P.L. 1996 provides that for purposes of this Plan, the University's employees retain any and all rights to the health benefits in the Plan, even though the University is considered autonomous from the State, therefore, its employees are classified as State employees. As such, the State is legally obligated for the benefit payments on behalf of the retirees of the University; therefore, the Plan meets the definition of a special funding situation as defined in GASB Statement No. 75, *Accounting and Financial Reporting for Other Postemployment Benefits Other Than Pensions* (GASB 75).

Retirees who are not eligible for employer-paid health coverage at retirement can continue in the program by paying the cost of the insurance for themselves and their covered dependents. Pursuant to Chapter 78, P.L. 2011, future retirees eligible for postretirement medical coverage, who have less than 20 years of creditable service on June 28, 2011, will be required to pay a percentage of the cost of their healthcare coverage in retirement provided they retire with 25 years or more of pension service credit. The percentage of the premium for which the retiree will be responsible for will be determined based on the retiree's annual retirement benefit and level of coverage.

The Plan is administered on a pay-as-you-go-basis. Accordingly, no assets are accumulated in a qualifying trust that meets the definition of a trust as per GASB 75.

Total OPEB Liability and OPEB expense

As of June 30, 2023 and 2022, the State recorded a liability of \$419,423,528 and \$489,658,735, respectively, which represents the portion of the State's total proportionate share of the collective total OPEB liability that is associated with the University (the University's share). The University's share was based on the ratio of its members to the total members of the Plan. At June 30, 2023, the University's share was 7.54% and 2.01% of the special funding situation and of the Plan, respectively. At June 30, 2022, the University's share was 7.21% and 1.96% of the special funding situation and of the Plan, respectively.

For the year ended June 30, 2023 and 2022, the University recognized OPEB expense of (\$12,157,072) and \$5,621,231, respectively. As the State is legally obligated for benefit payments on behalf of the University, the University recognized revenue related to the support provided by the State of (\$12,157,072) and \$5,621,231 in 2023 and 2022, respectively.

Actuarial assumptions and other inputs – The State's liability associated with the University at June 30, 2023 was determined by an actuarial valuation as of June 30, 2021, which was rolled forward to the measurement date of June 30, 2022. The State's liability associated with the University at June 30, 2022 was determined by an actuarial valuation as of June 30, 2020, which was rolled forward to the measurement date of June 30, 2021. These valuations used the following assumptions:

OPEB Valuation Assumption	
	2023
Inflation	N/A
Discount rate	3.50%
Salary increases	
Through all future years	2.75 – 16.25% based on years of service

OPEB Valuation Assumption	
	2022
Inflation	2.50 %
Discount rate	2.16 %
Salary increases	
Through 2026	1.55 – 15.25%
Thereafter	2.75 – 7.00%

The discount rate is based on the Bond Buyer GO 20-Bond Municipal Bond Index, which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. Salary increases depend on the pension plan a member is enrolled in. In addition, they are based on years of service and age in 2023 and 2022, respectively.

The June 30, 2021 valuation used preretirement mortality rates based on the Pub-2010 Healthy "Teachers" (TPAF/ABP), "General" (PERS), and "Safety" (PFRS) classification headcount-weighted mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Postretirement mortality rates were based on the Pub-2010 "General" classification headcount-weighted mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Future disability mortality was based on Pub-2010 "Safety" (PFRS), "Teachers" (TPAF/ABP), and "General" (PERS) classification headcount-weighted disabled mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Current disabled retirees' mortality was based on Pub-2010 "General" classification headcount-weighted disabled mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021.

The June 30, 2020 valuation used preretirement mortality rates based on the Pub-2010 Healthy "Teachers" (TPAF/ABP), "General" (PERS), and "Safety" (PFRS) classification headcount-weighted mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Postretirement mortality rates were based on the Pub-2010 "General" classification headcount-weighted mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Future disability mortality was based on Pub-2010 "Safety" (PFRS),

“Teachers” (TPAF/ABP), and “General” (PERS) classification headcount-weighted disabled mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021. Current disabled retirees’ mortality was based on Pub-2010 “General” classification headcount-weighted disabled mortality table with fully generational mortality improvement projections from the central year using Scale MP-2021.

Health Care Trend Assumptions – The June 30, 2021 valuations initially used a trend rate of 6.25% and decreases to a 4.5% long-term trend rate after seven years for pre-Medicare medical benefits. For post-65 medical benefits, the actual fully-insured Medicare Advantage trend rates for fiscal year 2023 through 2024 are reflected. For PPO the trend is initially 6.36% in fiscal year 2025, increasing to 14.35% in fiscal year 2026 and decreases to 4.5% after 8 years. For HMO the trend is initially 6.53% in fiscal year 2025, increasing to 15.47% in fiscal year 2026 and decreases to 4.5% after 8 years. For prescription drug benefits, the initial trend rate is 8.0% and decreases to a 4.5% long-term trend rate after seven years.

The June 30, 2020 valuations initially used a trend rate of 5.65% and decreases to a 4.5% long-term trend rate after seven years for pre-Medicare medical benefits. For post-65 medical benefits, the actual fully-insured Medicare Advantage trend rates for fiscal year 2022 through 2023 are reflected. For PPO the trend is initially 5.79% in fiscal year 2024, increasing to 13.79% in fiscal year 2025 and decreases to 4.5% after 11 years. For HMO the trend is initially 5.98% in fiscal year 2024, increasing to 15.49% in fiscal year 2025 and decreases to 4.5% after 11 years. For prescription drug benefits, the initial trend rate is 6.75% and decreases to a 4.5% long-term trend rate after seven years.

(7) Accounts Payable and Accrued Expenses

The components of accounts payable and accrued expenses as of June 30, 2023 and 2022 are as follows:

Accounts Payable and Accrued Expenses		
	2023	2022
Vendors and other	\$ 35,682,513	26,361,022
Salaries, benefits, and withholdings	20,283,864	24,517,903
Due to State of New Jersey	6,561,067	6,528,374
Compensated absences – current portion	11,108,342	10,972,619
Accrued interest payable	9,705,398	13,541,919
Total accounts payable and accrued expenses	\$ 83,341,184	81,921,837

(8) Long-term Debt**(a) Bonds Payable**

Capital assets are financed through revenue bonds of the New Jersey Educational Facilities Authority (NJEFA), the CCIA and the GCIA. The following obligations were outstanding as of June 30, 2023 and 2022:

Outstanding Bonds Payable			
	Interest rate	2023	2022
NJEFA Series 2011 C Revenue Refunding Bonds, due serially to 2025	3.000%–5.000%	\$ 4,690,000	7,015,000
CCIA Series 2013 A SOM Revenue Refunding Bonds, due serially to 2032	3.000%–5.000%	17,820,000	19,790,000
CCIA Series 2013 B SOM Revenue Refunding Bonds due serially to 2032	0.890%–5.160%	15,415,000	16,035,000
GCIA Series 2015 A Revenue Bonds, due serially to 2036	3.250%–5.000%	34,745,000	34,745,000
GCIA Series 2015 B Revenue Refunding Bonds, due serially to 2031	1.500%–5.000%	38,135,000	42,160,000
GCIA Series 2015 C Revenue Bonds, due serially to 2044	4.000%–5.000%	51,550,000	51,550,000
NJEFA Series 2016 C Revenue Refunding, due serially to 2031	2.500%–5.000%	32,165,000	35,480,000
GCIA Series 2017 A Revenue Bonds, due serially to 2033	3.000%–5.000%	58,560,000	63,745,000
GCIA Series 2019 Revenue Bonds, due serially to 2048	4.000%–5.000%	56,600,000	56,600,000
CCIA Series 2020 A Revenue Refunding Bonds, due serially to 2035	5.000%	63,740,000	63,740,000
CCIA Series 2020 B Revenue Refunding Bonds, due serially to 2023	1.125%–1.330%	2,710,000	6,550,000
GCIA Series 2021 Loan Revenue Bonds, due serially to 2052	4.000%–5.000%	64,780,000	64,780,000
GCIA Series 2021 Loan Revenue Notes, due serially to 2025	0.600%	24,500,000	24,500,000
		465,410,000	486,690,000
Plus:			
Bond premium		54,260,281	58,554,495
Total bonds payable		\$ 519,670,281	545,244,495

Future annual debt service requirements approximate the following:

Bonds Payable Principal and Interest Repayments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 47,485,000	19,528,946	67,013,946
2025	23,845,000	18,262,352	42,107,352
2026	24,045,000	17,087,455	41,132,455
2027	25,445,000	15,851,419	41,296,419
2028	29,780,000	14,456,346	44,236,346
2029-2033	115,845,000	56,896,386	172,741,386
2034-2038	74,725,000	34,813,069	109,538,069
2039-2043	57,915,000	19,996,950	77,911,950
2044-2048	50,170,000	7,692,300	57,862,300
2049-2053	16,155,000	1,324,100	17,479,100
	<u>\$ 465,410,000</u>	<u>205,909,323</u>	<u>671,319,323</u>

(b) Financed Purchase Obligation

In 2008, the University entered into a lease agreement with SORA Housing LLC (SORA Housing). SORA Housing constructed two four story student housing facilities with a total of 242 units, consisting of 884 total beds, on a leasehold interest in land that was conveyed to SORA Housing by the Borough of Glassboro. SORA Housing agreed to lease the land, the facilities and the facilities equipment together with the fixtures, improvements and equipment to the University. Rental payments are due in semiannual installments on September 1 and February 1, each year. The University has a financed purchase payable as of June 30, 2023 and 2022 in the amount of \$0 and \$74,480,350, respectively.

In 2008, the University entered into a lease agreement with SORA Retail LLC (SORA Retail). SORA Retail constructed an approximately thirty six thousand square foot two story building for use as a university bookstore and other uses compatible with a university bookstore. The bookstore, which also contains a coffee shop, is being sub-leased to Barnes & Noble College Booksellers, Inc. Rental payments are due in monthly installments. The University has a financed purchase payable as of June 30, 2023 and 2022 in the amount of \$0 and \$12,233,849, respectively.

In 2011, the University entered into a lease agreement with SORA A-1 Housing Urban Renewal Entity, LLC (SORA A-1). SORA A-1 constructed a mixed-use building on land it owns in Glassboro, New Jersey. The building consists of a five-story, mid-rise apartment building with ground floor retail. Within this building, on the second through fifth floor, SORA A-1 constructed apartment units, classrooms, offices and other administrative spaces. The administrative space, in addition to classrooms and offices, includes lounges, study rooms, recreational rooms together with all common elements, including elevators, laundry facilities, recreational and fitness facilities and other amenities. The University's lease pertains to the apartment units and administrative areas only. The apartment units are being occupied by University honor students and consist of 280 beds. Rental payments are due in semi-annual installments on September 1 and February 1, each year. The University has a financed purchase payable as of June 30, 2023 and 2022 in the amount of \$0 and \$34,918,186, respectively.

In November 2022, due to the purchase and blended financial reporting of MACQ – New Jersey I, LLC, the financed purchase obligations for SORA Housing, SORA Retail, and SORA A-1 are treated as refinanced debt using the IDA Series 2022A and Series 2022B bonds.

In 2012, the University entered into a Master Lease Agreement to restructure the three leases above into a single lease. The Master Lease will be for a thirty-year term through 2042. The University has the option to purchase all, but not less than all, of the Premises at any time during the Term of the Lease in accordance with terms listed in the Agreement. If no election to purchase the Premises occurs during the term, upon the payment in full of all rent and other charges due under the Lease, the Premises shall be conveyed to the University at the conclusion of the term without additional consideration. The University received a landlord contribution of \$8,150,000 to help defray the costs of implementation of the property to its intended use.

In fiscal year 2022, the University's 2019 parking license agreement with the GCIA commenced. GCIA constructed a multi-level parking garage consisting of approximately 1,025 parking spaces. The University's agreement pertains to 507 parking spaces. The term of the agreement is 30 years, or such time as any bonds, notes or other indebtedness issued to finance or refinance the parking garage are no longer outstanding. The University has a financed purchase payable as of June 30, 2023 and 2022 in the amount of \$14,453,319 and \$14,755,011, respectively.

Future minimum lease payments under the financed purchases are as follows:

Financed Purchase Principal and Interest Payments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 315,382	611,768	927,150
2025	329,616	597,994	927,610
2026	344,374	583,613	927,987
2027	359,692	568,590	928,282
2028	375,580	552,911	928,491
2029-2033	2,137,991	2,504,456	4,642,447
2034-2038	2,637,430	1,996,125	4,633,555
2039-2043	3,240,209	1,371,103	4,611,312
2044-2048	3,970,194	603,821	4,574,015
2049-2050	742,851	14,540	757,391
	<u>\$ 14,453,319</u>	<u>9,404,921</u>	<u>23,858,240</u>

(c) Other Long-Term Debt

Other long-term debt consists of the following:

- (A) The Higher Educational Capital Improvement Fund Act was established to finance capital improvements and related costs at public and private institutions of higher education within the State. Funding was provided from bonds issued by the NJEFA. The total University allocation for this program was \$23,887,250. The University is required to pay 1/3 of the debt service on its allocation of the bond proceeds, plus administrative fees of the trustees and the Authority. The outstanding balance as of June 30, 2023 and 2022 is \$0 and \$979,203, respectively, with maturities through August 15, 2022.
- (B) In July 2013, the University received notification of an institutional grant award from the New Jersey Higher Education Capital Facilities Grant Program. The University was awarded \$26,588,048 from the Higher Educational Capital Improvement Fund Act. The University is required to pay 1/3 of the debt service on its allocation of the bond proceeds plus administrative fees of the Trustees and the

Authority. The outstanding balance as of June 30, 2023 and 2022 is \$5,647,041 and \$6,028,381, respectively, with maturities through August 15, 2033.

- (C) In July 2013, the University received notification of an institutional grant award from the New Jersey Higher Education Capital Facilities Grant Program. The University was awarded \$750,000 from the Higher Education Equipment Leasing Fund. The University is required to pay 1/4 of the debt service on its allocation of the bond proceeds plus administrative fees of the Trustees and the Authority. The outstanding balance as of June 30, 2023 and 2022 is \$0 and \$22,222, respectively.
- (D) In July 2016, the University was notified by the State that it was awarded a \$16,000,000 grant under the Higher Education Capital Improvement Fund Act. Funding was provided from bonds issued by the NJEFA. The grant is to be used to fund two projects: (1) Facilities Adaptive Reuse Program for Academic Space Expansions and (2) Joint Health Sciences Center Expansion. The University is required to pay 1/3 of the debt service on its allocation of the bond proceeds. The outstanding balance as of June 30, 2023 and 2022 is \$4,176,184 and \$4,380,654, respectively, with maturities through August 15, 2036.

Principal and interest payments for these obligations are as follows:

Other Long Term Debt Principle and Interest Repayments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 615,777	446,991	1,062,768
2025	646,286	416,564	1,062,850
2026	677,107	385,773	1,062,880
2027	709,164	353,504	1,062,668
2028	739,402	323,260	1,062,662
2029-2033	4,260,984	1,083,093	5,344,077
2034-2038	2,174,505	173,721	2,348,226
	<u>\$ 9,823,225</u>	<u>3,182,906</u>	<u>13,006,131</u>

(d) Direct Placements

Capital assets are financed through direct placement debt of the IDA. The following obligations were outstanding as of June 30, 2023 and 2022:

Outstanding Direct Placement Debt			
	Interest rate	2023	2022
IDA Series 2022A Lease Revenue Refunding Bonds, due serially to 2042	2.800%	187,785,000	—
IDA Series 2022B Lease Revenue Bonds, due serially to 2042	3.970%	13,640,000	—
Total direct placement bonds payable		<u>\$ 201,425,000</u>	<u>—</u>

Direct Placement Debt Principle and Interest Repayments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 4,575,000	5,799,488	10,374,488
2025	5,055,000	5,665,597	10,720,597
2026	5,560,000	5,518,031	11,078,031
2027	6,090,000	5,356,091	11,446,091
2028	6,645,000	5,179,078	11,824,078
2029-2033	42,970,000	22,651,075	65,621,075
2034-2038	63,595,000	15,336,655	78,931,655
2039-2043	66,935,000	4,849,605	71,784,605
	<u>\$ 201,425,000</u>	<u>70,355,620</u>	<u>271,780,620</u>

In November 2022, the IDA issued Rowan University Series 2022A Bonds. The 2022 tax exempt lease revenue refunding bonds totaled \$191,425,000 with a coupon rate of 2.800% and maturing through 2042. The proceeds from these bond issuances were used to refinance the debt associated with the University's financed purchases related to MACQ – New Jersey I, LLC. The principal amounts of these bonds were \$187,785,000 as of June 30, 2023.

In November 2022, the IDA issued Rowan University Series 2022B Bonds. The 2022 tax exempt lease revenue bonds totaled \$13,965,000 with a coupon rate of 3.970% and maturing through 2042. The proceeds from these bond issuances were used to finance the costs of Rowan University acquiring the lease revenue bonds through the acquisition of the sole membership interest of MACQ – New Jersey I, LLC and cover the issuance costs of the IDA Series 2022A and Series 2022B. The principal amounts of these bonds were \$13,640,000 as of June 30, 2023.

(e) Long-Term Obligations

Changes in long-term obligations for the year ended June 30, 2023 and 2022 are as follows:

2023 Long-term Obligations Rollforward					
	Beginning balance	Additions	Reductions	Ending balance	Due within One Year
Bonds payable	\$ 545,244,495	—	25,574,214	519,670,281	47,485,000
Other long-term debt	11,410,460	—	1,587,235	9,823,225	615,777
Financed purchase obligation	136,387,396	—	121,934,077	14,453,319	315,382
Direct placement debt	—	205,390,000	3,965,000	201,425,000	4,575,000
Leases and subscriptions, including component unit	132,228,759	4,096,731	9,439,521	126,885,969	7,284,081
Total long-term obligations	<u>\$ 825,271,110</u>	<u>209,486,731</u>	<u>162,500,047</u>	<u>872,257,794</u>	<u>60,275,240</u>

2022 Long-term Obligations Rollforward					
	Beginning balance	Additions	Reductions	Ending balance	Due within One Year
Bonds payable	\$ 573,623,709	—	28,379,214	545,244,495	21,280,000
Other long-term debt	12,936,915	—	1,526,455	11,410,460	1,587,236
Financed purchase obligation	121,020,605	15,000,000	(366,791)	136,387,396	(54,350)
Leases and subscriptions, including component unit	129,933,242	10,847,489	8,551,972	132,228,759	7,968,062
Total long-term obligations	\$ 837,514,471	25,847,489	38,090,850	825,271,110	30,780,948

The University does not have any open lines of credit.

The GCIA 2015A, GCIA 2015B, GCIA 2015C, NEFA 2016C, GCIA 2017A, GCIA 2019, GCIA 2021 Bonds, IDA 2022A, IDA 2022B, and GCIA 2021 Notes series contain provisions that, in the event of default, the bondholders have the right to request all outstanding amounts of their respective bond in default immediately. The NEFA 2011C, CCIA 2013A, CCIA 2013B, CCIA 2020A and CCIA 2020B series are secured with the collateral of their respective financed projects. The default remedy allows the respective issuer to refit the building and sublet the property until all outstanding amounts have been recovered, including the refit costs. The lease arrangements with Nexus for a multi-level parking garage and a five-story retail, classroom, and office building contain provisions that, in the event of default, the leaseholder has the right to terminate the lease and sell privately or publicly, the goods, fixtures, or other personal property, as well as cancel the respective purchase options at the end of the lease. The CIF 2016B grants from the Higher Education Capital Improvement Fund Act include provisions that, in the event of default, the issuer has the right to request the forfeiture of all the unused grant funds and the repayment of all used funds, with a credit for any principal payments already made by the University, with respect to the issuance in default. The 2014 grant from the New Jersey Higher Education Capital Facilities Grant Program contains a provision that, in the event of a default, the State is allowed to withhold appropriations to recover the amount owed.

(9) Noncurrent Liabilities

Noncurrent liabilities activity for the year ended June 30, 2023 and 2022 was as follows:

2023						
Noncurrent Liabilities Activity						
	Beginning balance	Additions	Reductions	Ending balance	Current portion	Non-current portion
Compensated absences	\$ 13,710,198	11,110,518	10,972,619	13,848,097	11,108,342	2,739,755
Unearned revenue	118,907,831	35,567,675	35,157,933	119,317,573	38,280,239	81,037,334
Other liabilities	32,173,474	—	8,661,605	23,511,869	1,869,463	21,642,406
Repurchase liability	3,220,000	—	—	3,220,000	—	3,220,000
Deposits held in custody for others	3,559,335	2,610,493	3,241,617	2,928,211	—	2,928,211
Net pension liability	276,489,837	33,207,500	25,052,553	284,644,784	—	284,644,784
Bonds payable	545,244,495	—	25,574,214	519,670,281	47,485,000	472,185,281
Other long-term debt	11,410,460	—	1,587,235	9,823,225	615,777	9,207,448
Financed purchase obligation	136,387,396	—	121,934,077	14,453,319	315,382	14,137,937
Direct placement debt	—	205,390,000	3,965,000	201,425,000	4,575,000	196,850,000
Leases and subscriptions, including component unit	132,228,759	4,096,731	9,439,521	126,885,969	7,284,081	119,601,888
Total noncurrent liabilities	\$ 1,273,331,785	291,982,917	245,586,374	1,319,728,328	111,533,284	1,208,195,044

2022						
Noncurrent Liabilities Activity						
	Beginning balance	Additions	Reductions	Ending balance	Current portion	Non-current portion
Compensated absences	\$ 15,185,615	10,794,536	12,269,953	13,710,198	10,972,618	2,737,580
Unearned revenue	37,853,899	109,207,084	28,153,152	118,907,831	35,157,933	83,749,898
Other liabilities	37,107,003	195,369	5,128,898	32,173,474	8,661,605	23,511,869
Repurchase liability	3,220,000	—	—	3,220,000	—	3,220,000
Deposits held in custody for others	4,136,876	2,467,730	3,045,271	3,559,335	228,022	3,331,313
Net pension liability	269,832,080	24,217,751	17,559,994	276,489,837	—	276,489,837
Bonds payable	573,623,709	—	28,379,214	545,244,495	21,280,000	523,964,495
Other long-term debt	12,936,915	—	1,526,455	11,410,460	1,587,236	9,823,224
Financed purchase obligation	121,020,605	15,000,000	(366,791)	136,387,396	(54,350)	136,441,746
Leases and subscriptions, including component unit	129,933,242	10,847,489	8,551,972	132,228,759	7,968,062	124,260,697
Total noncurrent liabilities	\$ 1,204,849,944	172,729,959	104,248,118	1,273,331,785	85,801,126	1,187,530,659

(10) Professional Services and Contract Revenues

The SOM Faculty Practice Plan revenues primarily consist of fee for service payments, inclusive of quality incentives and capitation payment, from the Centers for Medicare & Medicaid Services (CMS) and other third party insurance providers for inpatient and outpatient services provided by the SOM faculty. In addition, significant contract payments for medical directorships and other contracted service agreements, such as behavioral health and hospitalist services, account for approximately one-third of the revenues.

The components of net professional services and contract revenues for the year ended June 30, 2023 and 2022 are as follows:

Net Professional Services and Contracts Revenue		
	2023	2022
Faculty practice revenues:		
Gross charges	\$ 73,608,575	79,611,968
Contractual and other allowances	(36,459,544)	(40,991,022)
Provision for bad debts	(905,325)	(1,101,430)
Bad debt recovery	193,721	246,091
Affiliation revenue	2,393,092	—
Total faculty practice	38,830,519	37,765,607
House staff and affiliation revenues:		
House staff billings	8,481,144	15,782,599
Affiliation billings	3,169,702	3,026,148
Total house staff and affiliation	11,650,846	18,808,747
Total net professional services and contract revenues	\$ 50,481,365	56,574,354

Gross charges pertain to the following payers:

Faculty Practice Plan Gross Charges		
	2023	2022
Medicare	38 %	35 %
Medicaid and Medicaid HMO	20	21
Contracts	10	8
Other third party payors	30	33
Uninsured, charity care and self pays	2	3
	100 %	100 %

Faculty practice gross accounts receivable pertain to the following payers:

Faculty Practice Plan Accounts Receivable		
	2023	2022
Medicare	18 %	21 %
Medicaid and Medicaid HMO	29	35
Contracts	29	13
Other third party payors	24	28
Self pays	—	3
	100 %	100 %

(11) Commitments and Contingencies

(a) Compensated Absences

The University recorded a liability for accumulated vacation time in the amount of approximately \$11,108,000 and \$10,973,000 as of June 30, 2023 and 2022, respectively, which is included in accounts payable and accrued expenses in the accompanying statements of net position. The liability is calculated based upon employees' accrued vacation leave as of the statements of net position date.

Payments for accumulated sick leave balances are made to retiring employees upon regular retirement. The payment is based on 50% of the employee's sick leave accumulation, at the pay rate in effect at the time of retirement up to a maximum of \$15,000. Employees separating from University service prior to retirement are not entitled to payments for accumulated sick leave balances. Accordingly, the University recorded a liability for accumulated sick leave balances in the amount of approximately \$2,417,000 and \$2,406,000 as of June 30, 2023 and 2022, respectively, which is included in compensated absences non-current portion in the accompanying statements of net position.

During fiscal year 2010, bargaining unit employees were required to take seven unpaid furlough days. Three of these days were banked for either future use or pay out upon separation. A liability for the accumulated leave bank in the amount of approximately \$322,000 and \$332,000 as of June 30, 2023 and 2022, respectively, is recorded in compensated absences non-current portion in the accompanying statements of net position.

(b) Risk Management

The University is exposed to various risks of loss. As an instrumentality of the State of New Jersey, the liability of the University is subject to all of the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1 1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13 1 et seq.), and the availability of appropriations. The Tort Claims Act also creates a Tort Claims Fund and provides for payment of eligible claims filed against the University or against its employees, whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Therefore, the University's liability and employee benefit exposures are self funded programs maintained and administered by the State (including tort liability, employment liability, medical professional liability, auto liability, trustee's and officer's liability, workers' compensation, unemployment, temporary and long-term disability, unemployment liability, life insurance and employee retirement programs). An annual appropriation is provided by the legislature for all statutory self funded programs.

The University purchases and maintains a commercial property insurance policy through a joint insurance program with the New Jersey Association of State Colleges and Universities (NJASCU a/k/a the Consortium). University buildings, contents, plant operations, boiler & machinery, business interruption, and lost revenue are insured on an all risk replacement cost basis with a per occurrence limit of \$2.0 billion, subject to a \$100,000 per occurrence deductible. A \$500,000 combined per occurrence deductible applies to several University buildings due to flood exposure; the University's per occurrence policy deductible is capped at the \$500,000.

In addition to the property insurance policy maintained through the consortium, the University maintains several policies of insurance to ensure a comprehensive approach to managing the risk of loss from exposures that are or may be ineligible for Tort Claims Protection. The following policies are maintained and these policies also extend coverage to the University's separately incorporated 501(c)(3) auxiliary organizations: Crime insurance policy (moneys and securities coverage) in the amount of \$2,000,000 with a per loss deductible of \$25,000; Information Security & Privacy Liability in the amount of \$15,000,000 with a per loss deductible of \$250,000; and Pollution Legal Liability in the amount of \$10,000,000 with a per loss deductible of \$100,000. The University maintains a Student Professional Liability policy in the amount of \$1,000,000 per occurrence with a \$3,000,000 annual aggregate and a

per loss deductible of \$10,000 to cover students participating in professional internships (excludes medical students since they are provided protection through the Tort Claims Act). Effective July 1, 2019 the University maintains an Executive Plus Director's and Officer's Liability policy in the amount of \$5,000,000.

The following policies of insurance are maintained for the University's separately incorporated 501 (c)(3) auxiliary organizations (New Jersey Statutes Title 18A Education provides each auxiliary organization with the power to "sue and be sued" (N.J.S.A. 18A:64 30) and directs them to procure their own legal representation because they will not be represented by the State of New Jersey Office of Attorney General (N.J.S.A. 18A:64 35), thereby exempting them from protection under the New Jersey Tort Claims Act): Director's and Officer's Liability in the amount of \$5,000,000 with a per occurrence deductible of \$25,000; General Liability in the amount of \$1,000,000 per occurrence with a \$3,000,000 annual aggregate and a per occurrence deductible of \$100,000, which also extends coverage to Rowan student educational programs and activities; and excess liability in the amount of \$20,000,000 which responds above the General Liability policy, and the University's Student Professional Liability policy referenced above, and also provides difference in conditions coverage to the University to cover any gaps in Tort Claims liability protection. In addition, a professional liability insurance policy is maintained for Rowan Global, Inc. in the amount of \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate with a deductible of \$2,500 per claim.

All commercial insurance policies are renewed on an annual basis. There has been no decrease in insurance coverage during the current year. There have been no settlements in excess of insurance coverage in the past three years.

(c) Medical Malpractice Self-Insurance Fund

The University participates in a fund administered by the State known as the Medical Malpractice Self-Insurance Fund (the Fund), which is used to pay malpractice claims and related insurance premiums. The University and the State approve the payment of claims and the University is required to make contributions to the Fund from the SOM Faculty Practice Plan and the Graduate Medical Education (GME) programs. Monies in the Fund, commercial excess liability insurance coverage, and coverage provided by the New Jersey Tort Claims Act are used to meet the cost of claims against SOM. The State has the ultimate liability for any claims in excess of the Fund's assets.

Payment of claims (indemnity and expenses) from the Fund totaled \$372,365 and \$2,430,418 in fiscal year 2023 and 2022, respectively, for SOM. The University contributed \$2,500,000 to the fund for fiscal year 2023. Of this amount for fiscal year 2023, \$1,874,550 was paid while the remaining \$625,450 is included in accounts payable and accrued expenses as of June 30, 2023. The University contributed \$3,250,000 to the fund for fiscal year 2022. Of this amount for fiscal year 2022, \$2,437,500 was paid while the remaining \$812,500 is included in accounts payable and accrued expenses as of June 30, 2022.

(d) Voluntary Compliance Plan

UMDNJ had operated under a five year Corporate Integrity Agreement (CIA) with the Department of Health and Human Services Offices of the Inspector General (DHHS OIG) since September 2009. This agreement was assignable to successor organizations. Upon the integration of SOM into Rowan University, the Board of Trustees of Rowan University adopted a healthcare compliance program consistent with relevant laws and practices, and to fulfill the requirements of the CIA and the 15 remaining months of the agreement. The CIA requirements expired September 2014, but the compliance measures that have been developed and implemented will be continued. A Voluntary Compliance Program was implemented on September 26, 2014 and remains in place.

(e) Other Contingencies

The University is involved in several claims and lawsuits incidental to its operations. In the opinion of management, the ultimate resolution of these matters will not have a material adverse effect on the financial position of the University.

(f) Service Concession Arrangement for the Student Housing Facility

(i) Ground Lease

On April 30, 2015, the University entered into a ground lease with Provident Group – Rowan Properties LLC (Provident) to develop, construct and operate a student housing facility (the Project), consisting of an approximately 1,415 bed student housing facility including a shell for a residential dining facility, with all buildings, improvements, fixtures, furnishing, equipment and amenities necessary for the operation thereof on certain real property located on the campus (the Land), along with associated site infrastructure and various related amenities, utilities and improvements within and outside the Land. The term of the ground lease is 37 years and commenced on April 30, 2015 with no option to renew or extend by Provident. Upon termination of the ground lease, all rights, title and interest to the Project shall automatically and immediately vest in the University. The base annual rent is equal to the surplus cash flows, net of reserve requirements from inception to the preceding period. In the event the rent payment would cause Provident to break any debt covenants, the University would not collect rent for that year.

In connection with the ground lease, the New Jersey Economic Development Authority issued Revenue Bonds (the Bonds) and lent the proceeds to Provident in order to fulfill their obligations under the ground lease. The University has no obligation to pay debt service on the Bonds.

During the term of the ground lease, Provident shall use and operate the Land for the sole and exclusive purpose of developing and constructing the Project, operating the Project as a student housing facility only for residents, with a sublease of the Dining Facility with the University under the Dining Facility Sublease for use by the residents, the University, students and staff of the University and their visitors and authorized representatives. The University will act as an agent for Provident, entering into Residence License Agreements with students to reside in the student housing facility, collecting all amounts due and remitting them to the Bond Trustee and enforcing compliance with the Residence License Agreements in accordance with the management agreement. Under the terms of the Bond Trustee Indenture, the Bond Trustee will accumulate these fees to pay the annual debt service of Provident and reimburse the operating expenses of the student housing facilities on a monthly basis.

(ii) Management Agreement

On April 30, 2015, the University entered into a management agreement with Provident and University Student Living Management, LLC (the Manager) (collectively, the Management Agreement) to engage the Manager to manage, operate and maintain the student housing facility. The term of the Management Agreement is five years with extensions for two successive five year periods commencing with the expiration of the original five year engagement, unless either party provides notice of nonextension at least 120 days prior to such expiration. The original five year engagement began after the date of substantial completion of the student housing facility in which revenues are deposited to the Bond Trustee.

All fees due to the Manager are the responsibility of Provident. The University is responsible for the billing and collection of student housing fees, deposits, charges and other amounts under residence license agreements and remitting the funds to the Bond Trustee. The University will provide resident life services and staffing; marketing of the student housing facility; and cable, telephone and internet services, all of which may be reimbursed as operating expenses of the Project.

(iii) Dining Facility Sublease

On April 30, 2015, the University entered into a Dining Facility Sublease with Provident for the operation and management of a dining facility that was constructed under the project development agreement. The term began on the date that the Project is substantially completed and the University accepts possession of the dining facility. The end of the lease is concurrent with the ground lease with automatic renewal to the extent that the ground lease is extended or renewed. The base annual rent is \$1.00.

(iv) Nature and Extent of Rights

During the term of the ground lease, Provident shall use and operate the Property for the sole and exclusive purpose of developing and constructing the Project, operating the Project as a student housing facility only for residents, with a sublease of the Dining Facility with the University under the Dining Facility Sublease for use by the residents, the University, students and staff of the University and their visitors and authorized representatives. The building shall be named as determined by the University in its sole and absolute discretion. The Manager shall manage, operate, and maintain the Student Housing Facility, with the advice and consultation of a project operations committee established by Provident under the Operating Agreement, pursuant to the Ground Lease, which shall at all times be composed of five (5) members, three (3) of whom shall be appointed by the University, one (1) of whom shall be appointed by the Manager, one (1) of whom shall be appointed by Provident. Under the ground lease, the University also have the right and option at any time after ten (10) years either (a) to purchase Provident's right, title, and interest in and to the Property, or (b) to terminate the Ground Lease, or (c) to acquire all the rights, titles and interests of Provident under the Loan Agreement and the other Bond Documents and any and all disbursements to be made. Upon the termination or expiration of the Ground Lease from any cause, all rights and interests of Provident shall immediately cease and terminate, and all of the Project and Property, including all buildings, structures, improvements, equipment, engines, machinery, dynamos, generators, boilers, furnaces, elevators, fire escapes, and all lifting, lighting, heating, cooling, refrigerating, air conditioning, ventilating, gas, electric and plumbing apparatus, appliances and fixtures, as well as other fixtures attached to or within the Property, and all personal property and any other personal property located thereon, shall thence forward constitute and belong to and be the absolute property of the University or the University's successors and assigns.

(v) Amounts of Assets and Deferred Inflows of Resources

The assets that resulted from the service concession arrangement for the student housing facility consists of equipment, building, and building improvements. The equipment for the year ending June 30, 2023 and 2022 is \$3,987,171 and \$3,899,766, respectively. The building for the year ending June 30, 2023 and 2022 is \$115,155,436. The building improvements for the year ending June 30, 2023 and 2022 is \$893,088 and \$117,054, respectively. The deferred inflow of resources related to service concession arrangement for the year ending June 30, 2023 and 2022 is \$93,554,577 and \$96,509,693, respectively.

(g) Availability Payment Arrangements for the Camden Garage

On May 22, 2019, the University entered into a ground lease with The Camden County Improvement Authority (CCIA) for the sum of \$1,500,000 to develop and construct a parking garage (the Project), consisting of an approximately 1,025 space parking facility to provide parking to, among others, students, faculty, staff, patients, and visitors of the Medical School and Cooper facilities and the expanding health sciences campus. In connection with the ground lease, CCIA issued revenue bonds to construct the Project and settle the lease payment to the University. The University has no obligation to pay debt service on the bonds. The term of the ground lease is from commencement of May 22, 2019 and shall terminate on the date fifteen years from the final maturity date of the Bonds, which shall occur on June 30, 2049. The lease may be extended should the issuance of additional bonds be required to complete the

Project. The lease also has an early termination clause should all indebtedness issued in connection with the Project be paid and all monthly fees owed by the University or Cooper under the parking license agreements (noted below) are paid in full. During the term of the ground lease, CCIA shall use and operate the land for the sole and exclusive purpose of developing and constructing the Project and operating the Project as a parking facility. The parking garage was completed in October 2021. Operating expenses related to the parking garage for the year ending June 30, 2023 and 2022 is \$555,360 and \$367,696, respectively.

(h) Dining Services

In June 2014, the University entered into a dining services agreement with Gourmet Dining, LLC to provide dining services. The agreement also established a Capex Fund for the University related to the purchase of dining facility related equipment to be amortized over the life of the agreement. The University amended the agreement effective October 2018 which extended the agreement through June 30, 2033 and established an Investment Fund balance at the University to be funded by Gourmet Dining through annual deposits through October 2021, which the University will return in monthly increments through June 30, 2035. The University amended the agreement effective October 2020 which allowed the University to defer the monthly Investment Fund increments due October 2020 through December 2021 until fiscal year 2022. A subsequent amendment extended this deferral through the remainder of fiscal year 2021. The full deferral of \$1,102,355 will be amortized beginning July 1, 2021 through June 30, 2033. The unamortized balance in the Capex Fund as of June 30, 2023 and 2022 was \$7,950,785 and \$8,747,796, respectively. The remaining balance in the Investment fund as of June 30, 2023 and 2022 was \$22,060,765 and \$23,907,601.

(i) Camden Housing Project

In April 2014, the University entered into an agreement regarding Development of Housing and Related Guaranty of Rental Payment with Broadway Housing Partners LLC (the Developer) to purchase and redevelop the properties in the immediate vicinity of CMSRU. These properties contain approximately fifty-six residential rental units, which the Developer intends to lease to University students as fair market rental housing, and, with regard to any units that are not leased to University students, to any other qualified renters, so as to maximize occupancy of the units in the project. As the University directly benefits from the redevelopment of the properties, the University warrants to pay the Developer on an annual basis the difference between ninety-five percent of aggregate standard rent and the aggregate rent collected. There is no cap of these shortfall payments during the initial term (years 1–10). During the second term (years 11–20), as the rent increases, in year 11 the shortfall payment shall not exceed \$300,000; and in each calendar year thereafter the cap shall be increased by a percentage equal to the percentage increase in the CPI index. The University's shortfall payments will not exceed the aggregate amount of \$2,500,000 over the course of the second term. The University shall have no obligation to pay any amounts to the Developer for the periods after the expiration of the second term. The first rental year began on August 1, 2015. The University made \$260,481 and \$234,405 shortfall payments during fiscal year 2023 and 2022, respectively.

(j) Glassboro Housing Project

In November 2016, December 2016, and April 2017 the University entered into agreements with Urban Renewal, LLC (the Developer) for affiliated student housing in Glassboro NJ. These three properties provide housing for approximately 1,619 students. As the University directly benefits from the development of the properties, the University warrants to pay the Developer on an annual basis the difference between ninety-five percent of aggregate standard rent and the aggregate rent collected for each agreement. The ninety-five percent annual guaranty amount for all three properties extends through the spring semester of 2024. The University is due a placement fee per bed up to the ninety-five percent of student units. This amount may be deducted from any shortfall payment the University may need to

make. The University received a payment net of the annual guarantee from the developer of \$99,803 and \$121,393 for fiscal year 2023 and 2022, respectively.

(k) Inspira Health Network

The University entered into a Purchase and Sale Agreement with Inspira Health Network (Inspira) for certain property owned by the University for \$11.5 million during fiscal year 2016. In conjunction with the transaction, the University and Inspira also entered into a Repurchase and Right of First Refusal Agreement, whereas the University has the option to repurchase the property if Inspira has not commenced efforts to develop the land by the fourth anniversary of the closing and further, the University has the option to repurchase undeveloped portions of the property after 20 years from the date of the closing. On May 24, 2017, Inspira broke ground on the medical center project planned for the 100-acre parcel property purchased from the University. The first phase of the medical center was approximately 467,000 square feet which will allow for additional development over time. This phase was completed in December 2019. The portion of the property currently under construction represents approximately 72% of the overall property cost. As a result, the University recognized the partial land sale of \$8,280,000, a gain of \$830,817, as well as \$900,000 in contribution revenue for the appraised market value of the donated land from Harrison Township and reduced the original repurchase liability from \$12,400,000 as of June 30, 2016 to \$3,220,000 as of June 30, 2017. As of June 30, 2023 and 2022, the University has a repurchase liability of \$3,220,000.

(12) Leases and SBITAs

(a) Lessee and SBITA

As discussed in note 1(b)(vi), the University is a lessee for various noncancelable leases of buildings and equipment. The University also has noncancelable SBITAs for the right-to-use IT hardware and software.

A summary of right-of-use asset activity during the years ended June 30, 2023 and 2022 are as follows:

	Right-of-use Assets			
2023	Beginning balance	Additions/ Transfers	Deletions/ transfers	Ending balance
Nondepreciable right-of-use assets:				
Prepayment of subscription	\$ 578,532	44,000	—	622,532
Total right-of-use assets	578,532	44,000	—	622,532
Right-of-use assets:				
Real Estate	134,181,693	923,920	(648,805)	134,456,808
Equipment	391,170	—	—	391,170
Subscription	10,800,966	3,172,811	—	13,973,777
Total right-of-use assets	145,373,829	4,096,731	(648,805)	148,821,755
Less accumulated depreciation:				
Right-of-use assets:				
Real Estate	11,974,425	6,227,862	—	18,202,287
Equipment	184,091	98,562	—	282,653
Subscription	3,216,813	3,983,857	—	7,200,670
Total accumulated depreciation	15,375,329	10,310,281	—	25,685,610
Total right-of-use assets, net	\$ 130,577,032	(6,169,550)	(648,805)	123,758,677

2022	Right-of-use Assets			
	Beginning balance	Additions/ Transfers	Deletions/ transfers	Ending balance
Nondepreciable right-of-use assets:				
Prepayment of subscription	\$ 51,556	526,976	—	578,532
Total right-of-use assets	51,556	526,976	—	578,532
Right-of-use assets:				
Real Estate	134,181,693	—	—	134,181,693
Equipment	344,647	46,523	—	391,170
Subscription	—	10,800,966	—	10,800,966
Total right-of-use assets	134,526,340	10,847,489	—	145,373,829
Less accumulated depreciation:				
Right-of-use assets:				
Real Estate	5,718,922	6,255,503	—	11,974,425
Equipment	86,162	97,929	—	184,091
Subscription	—	3,216,813	—	3,216,813
Total accumulated depreciation	5,805,084	9,570,245	—	15,375,329
Total right-of-use assets, net	\$ 128,722,812	1,804,220	—	130,577,032

Lease and Subscription Liabilities

A summary of changes in the related lease and subscription liabilities during the years ended June 30, 2023 and 2022 are as follows:

2023						
Lease and Subscription Liabilities						
	Beginning balance	Additions	Remeasurements	Reductions	Ending balance	Due within One Year
Leases	\$ 125,604,832	923,920	(648,805)	4,485,576	121,394,371	4,661,752
Subscriptions	6,623,927	3,172,811	—	4,305,140	5,491,598	2,622,329
Total leases and subscriptions	\$ 132,228,759	4,096,731	(648,805)	8,790,716	126,885,969	7,284,081

2022						
Lease and Subscription Liabilities						
	Beginning balance	Additions	Remeasurements	Reductions	Ending balance	Due within One Year
Leases	\$ 129,933,242	46,523	—	4,374,933	125,604,832	4,520,452
Subscriptions	—	10,800,966	—	4,177,039	6,623,927	3,447,610
Total leases and subscriptions	\$ 129,933,242	10,847,489	—	8,551,972	132,228,759	7,968,062

Future annual payments are as follows:

Lease Payments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 4,661,752	3,289,844	7,951,596
2025	4,528,106	3,188,519	7,716,625
2026	5,139,511	3,081,683	8,221,194
2027	6,195,745	2,939,049	9,134,794
2028	6,435,716	2,782,489	9,218,205
2029–2033	33,095,214	11,417,921	44,513,135
2034–2038	24,798,887	7,458,417	32,257,304
2039–2043	22,014,435	3,987,114	26,001,549
2044–2048	10,710,960	1,344,472	12,055,432
2049–2053	3,814,045	155,477	3,969,522
	<u>\$ 121,394,371</u>	<u>39,644,985</u>	<u>161,039,356</u>

Subscription Payments			
	Principal amount	Interest amount	Total amount
Year ending June 30:			
2024	\$ 2,622,329	70,839	2,693,168
2025	1,573,751	33,766	1,607,517
2026	995,225	10,097	1,005,322
2027	295,382	983	296,365
2028	4,911	7	4,918
	<u>\$ 5,491,598</u>	<u>115,692</u>	<u>5,607,290</u>

The University incurred variable expenses associated with SBITAs in the amount of \$1,012,239 and \$607,986, as of June 30, 2023 and 2022, respectively.

(b) Lessor

As discussed in note 1(b)(vi), the University is a lessor for various noncancelable leases of buildings and land.

The University received variable lease income in the amount of \$375,502 and \$488,682 as of June 30, 2023 and 2022, respectively.

Future annual lease revenues are as follows:

Lease Revenue					
Year ending June 30:	Component unit		Non-component unit		Total
	Future inflows	Interest amount	Future inflows	Interest amount	
2024	\$ 46,421	86,782	599,796	29,781	762,780
2025	46,421	87,800	337,989	15,598	487,808
2026	46,421	88,797	267,161	5,830	408,209
2027	46,421	89,773	70,079	64	206,337
2028	46,421	90,725	33,333	—	170,479
2029–2033	232,103	466,879	166,667	—	865,649
2034–2038	232,103	485,504	166,667	—	884,274
2039–2043	232,103	497,698	166,667	—	896,468
2044–2048	232,103	500,853	166,667	—	899,623
2049–2053	232,103	491,679	166,667	—	890,449
2054–2058	232,103	466,048	166,667	—	864,818
2059–2063	232,103	418,812	166,667	—	817,582
2064–2068	232,103	343,574	27,776	—	603,453
2069–2073	232,103	232,422	—	—	464,525
2074–2078	232,103	75,601	—	—	307,704
	<u>\$ 2,553,135</u>	<u>4,422,947</u>	<u>2,502,803</u>	<u>51,273</u>	<u>9,530,158</u>

(13) Rowan University Foundation

(a) Component Unit

Rowan University Foundation (the Foundation) is a legally separate, tax exempt component unit of the University with a fiscal year end of June 30. The Foundation has received a determination letter from the Internal Revenue Service concluding that it is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Foundation acts primarily as a fundraising entity to supplement the resources that are available to the University in support of its programs. Although the University does not control the timing or amount of receipts from the Foundation, the Foundation's assets are used exclusively for the benefit, support, and promotion of the University and its educational activities. Because these resources held by the Foundation can only be used by, or are for the benefit of the University, the Foundation is considered a component unit of the University and is discretely presented as part of the University's financial statements. The University provides accounting, accounts payable, and payroll services for the Foundation.

On August 14, 2014, the Rowan Innovation Venture Fund (the Fund) was formed as a legally separate, single member limited liability corporation whose sole member is the Foundation. The Fund is managed by or under the direction of the Fund's Board of Managers as appointed by the Foundation. Further, the Foundation is able to impose its will on the Fund by influencing its activities and is legally entitled to or can otherwise access the Fund's resources. Because the Foundation is financially accountable for the Fund, the Fund is considered a component unit of the Foundation. The primary purpose of the Fund is establishing, developing, owning, managing, operating and administering a seed and early stage venture capital fund to support and leverage the innovation talents and ideas of the members of the Rowan University community and to accelerate the impact of the University on the economic development of Southern New Jersey. As the Fund is organized as a not-for-profit corporation for which the Foundation is the sole member, its activities are blended into the totals of the Foundation. The Fund is treated as a disregarded entity by the Foundation under Treasury Regulations Sections 301.7701-1 through 301.7701-3 as it is a limited liability corporation with a single owner. Accordingly, the Fund is recognized as a tax exempt entity as described in Section 501(c)(3).

During the year ended June 30, 2023 and 2022 the University received \$14,373,224 and \$13,844,804, respectively, from the Foundation. Complete financial statements of the Foundation can be obtained from the Office of the Chief Financial Officer, Rowan University, Glassboro, New Jersey.

(b) Cash, Cash Equivalents, Restricted Nonexpendable Investments and Investments

As of June 30, 2023 and 2022, the Foundation's cash, cash equivalents and investments are reported on the statements of net position as follows:

Cash, Cash Equivalents, and Investments		
	2023	2022
Cash and cash equivalents	\$ 12,178,080	10,207,894
Restricted cash and cash equivalents	8,561,235	6,319,136
	<u>\$ 20,739,315</u>	<u>16,527,030</u>
Investments	\$ 68,529,098	67,774,081
Restricted investments	48,176,210	41,955,145
Restricted nonexpendable investments	252,436,857	221,180,190
	<u>\$ 369,142,165</u>	<u>330,909,416</u>

Cash, cash equivalents, restricted nonexpendable investments and investments consist of the following as of June 30, 2023 and 2022:

Cash, Cash Equivalents, and Investments		
	2023	2022
Cash and cash equivalents:		
Cash	\$ 7,023,930	6,994,560
Money market funds	13,715,385	9,532,470
	<u>\$ 20,739,315</u>	<u>16,527,030</u>
Investments:		
Bond mutual funds (domestic)	\$ 34,806,073	35,660,291
Common stock mutual funds (domestic)	88,209,870	81,394,113
Common stock mutual funds (international)	52,583,720	37,506,032
Privately held common stock	214,928	108,082
Venture capital investments	5,276,491	5,609,949
Alternative investments	188,051,083	170,630,949
	<u>\$ 369,142,165</u>	<u>330,909,416</u>

For the years ended June 30, 2023 and 2022, the decrease in fair value on investments was \$16,078,226 and an increase of \$25,102,571, respectively and the net realized gain on investments for June 30, 2023 and 2022 was \$6,457,740 and \$11,178,724, respectively. The calculation of realized gains and losses is independent of a calculation of the net change in the fair value of investments. Realized gains and losses on investments that had been held in more than one fiscal year and sold in the current year were included as a change in the fair value of investments reported in the prior year and the current year.

The Foundation has an investment policy, which establishes guidelines for permissible investments. The Foundation may invest in domestic equity securities, international equity securities, fixed income securities, real estate investments and venture capital investments. The Foundation's cash and cash equivalents and investments are subject to various risks. Among these risks are custodial credit risk, credit risk and interest rate risk. Each one of these risks is discussed below.

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. Cash and money market accounts were held at a depository and bank balances amounted to \$20,422,408 and \$16,460,159 as of June 30, 2023 and 2022, respectively. Of this amount, \$303,981 and \$477,412 was FDIC insured, leaving an uninsured and uncollateralized balance of \$20,118,427 and \$15,982,747.

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The credit risk of a debt instrument is measured by nationally recognized statistical rating agencies such as S&P and Moody's. The Foundation's investment policy requires fixed income securities to replicate the Barclays Capital Aggregate characteristics with regard to maturity, structure, duration, credit quality, sector distribution, etc. As of June 30, 2023 and 2022, the bond mutual funds (domestic) were unrated.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of a debt investment. The Foundation's investment policy does not specifically address limitations in the maturities of investments.

The Foundation's investments' average effective duration for June 30, 2023 and 2022 are as follows:

2023 Foundation Investments' Average Duration		
Investment type	Fair value	Average effective duration
Bond mutual funds (domestic)	\$ 10,188,561	6.62 years
Bond mutual funds (domestic)	18,330,877	7.13 years
Bond mutual funds (domestic)	6,154,007	7.13 years
Bond mutual funds (domestic)	132,628	6.29 years
Total	\$ 34,806,073	

2022 Foundation Investments' Average Duration		
Investment type	Fair value	Average effective duration
Bond mutual funds (domestic)	\$ 12,736,077	6.59 years
Bond mutual funds (domestic)	7,379,397	6.47 years
Bond mutual funds (domestic)	3,966,671	6.64 years
Bond mutual funds (domestic)	11,472,392	2.50 years
Bond mutual funds (domestic)	105,754	6.43 years
Total	\$ 35,660,291	

Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the financial statement measurement date. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels as follows:

- Level 1 – unadjusted quoted or published prices for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 – quoted or published prices other than those included within Level 1 and other inputs that are observable for an asset or liability, either directly or indirectly.
- Level 3 – pricing inputs are unobservable for the asset or liability and include situations where there is little, if any, market activity or the investment.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3. When the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level that is significant to the entire measurement.

The following is a description of the valuation methodologies used for instruments measured at fair value:

- Bond and common stock mutual funds – The fair value of bond and common stock mutual funds are based on quotations obtained from national securities exchanges or the published price as of the measurement date.
- Venture capital investments – The fair value of the venture capital investments is based off of the initial cost of investments that are entered into during the current fiscal year and cost was determined to approximate fair value. Venture capital investments made in prior years are analyzed to determine if any adjustments to the cost basis of such investments is necessary.
- Alternative investments (including absolute return, private equity and realty investments) – The fair value is based off of the net asset value (NAV), which is provided by the investment managers and reviewed by the management for reasonableness.

While the Foundation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

The Foundation's financial instruments at June 30, 2023 are summarized in the following table by their fair value hierarchy:

Foundation Financial Instruments Fair Value Hierarchy				
	Total	Level 1	Level 2	Level 3
Investments measured at fair value:				
Bond mutual funds (domestic)	\$ 34,806,073	34,806,073	—	—
Common stock mutual funds (domestic)	88,209,870	88,209,870	—	—
Common stock mutual funds (international)	52,583,720	52,583,720	—	—
Privately held common stock	214,928	—	—	214,928
Venture capital investments	5,276,491	—	—	5,276,491
Subtotal	181,091,082	\$ 175,599,663	—	5,491,419
Investments measured at net asset value:				
Absolute return	44,478,054			
Private equity	127,885,195			
Realty investments	15,687,834			
Subtotal	188,051,083			
Total cash equivalents and investments	\$ 369,142,165			

The Foundation's financial instruments at June 30, 2022 are summarized in the following table by their fair value hierarchy:

Foundation Financial Instruments Fair Value Hierarchy				
	Total	Level 1	Level 2	Level 3
Investments measured at fair value:				
Bond mutual funds (domestic)	\$ 35,660,291	35,660,291	—	—
Common stock mutual funds (domestic)	81,394,113	81,394,113	—	—
Common stock mutual funds (international)	37,506,032	37,506,032	—	—
Privately held common stock	108,082	—	—	108,082
Venture capital investments	5,609,949	—	—	5,609,949
Subtotal	160,278,467	\$ 154,560,436	—	5,718,031
Investments measured at net asset value:				
Absolute return	51,826,080			
Private equity	102,291,138			
Realty investments	16,513,731			
Subtotal	170,630,949			
Total cash equivalents and investments	\$ 330,909,416			

Investments Measured at NAV

The following table represents the unfunded commitments and redemption terms by investment type as of June 30, 2023:

Investments Measured at NAV				
	Fair value	Unfunded commitments	Redemption frequency (if currently eligible)	Redemption notice period
Absolute return ^(a)	\$ 44,478,054	3,750,000	Quarterly	65–100 days
Private equity ^(b)	127,885,195	46,800,267	Illiquid	Not applicable
Realty investments ^(c)	15,687,834	16,101,982	Illiquid	Not applicable
	\$ 188,051,083			

The following table represents the unfunded commitments and redemption terms by investment type as of June 30, 2022:

Investments Measured at NAV					
		Fair value	Unfunded commitments	Redemption frequency (if currently eligible)	Redemption notice period
Absolute return ^(a)	\$	51,826,080	6,000,000	Quarterly	65–100 days
Private equity ^(b)		102,291,138	45,350,000	Illiquid	Not applicable
Realty investments ^(c)		16,513,731	3,350,000	Illiquid	Not applicable
	\$	170,630,949			

- (a) Absolute return includes 6 hedge funds as of June 30, 2023 and 2022. The funds seek to achieve capital appreciations through various strategies, including long/short equity, long/short credit, relative value and other market neutral strategies. One of the investments, about 0.1% of the overall total, has been liquidated and fully redeemed by June 2023. The remaining investments are redeemable as disclosed above.
- (b) Private equity includes 32 and 30 funds as of June 30, 2023 and 2022, respectively. The funds seek to invest in nonpublicly traded investments that will eventually be sold at a return in excess of public markets. This strategy is implemented through illiquid vehicles and cannot be redeemed. The remaining life of these funds is 1 to 12 years with possible extensions for 14 funds. Capital is distributed to investors as the funds' investments are liquidated over that time period.
- (c) Realty investments includes 9 funds as of June 30, 2023 and 2022. All of the funds seek to purchase real estate that can be improved and later sold to provide a return that is in excess of public real estate markets. This strategy is implemented through illiquid vehicles and cannot be redeemed. The remaining life of these funds is 1 to 10 years with possible extensions for four funds. Capital is distributed to investors as the funds' investments are liquidated over that time period.

(c) Restricted Nonexpendable Net Position

Restricted nonexpendable net position as of June 30, 2023 and 2022 consists of the following:

	2023	2022
Henry and Betty Rowan for general operations	\$ 97,000,118	97,000,118
Vitua Health College of Medicine & Health Sciences Endowment	50,000,000	25,000,000
Henry M. Rowan College of Engineering Endowment	21,000,000	20,000,000
Jean & Ric Edelman Fossil Park Endowment	19,354,204	19,354,204
The Ric Edelman College of Communication & Creative Arts Endowment	9,500,000	9,500,000
Menon and Grant Scholarship Fund for College of Science and Mathematics	5,921,947	5,921,947
Rohrer College of Business	5,597,280	5,097,255
The Shreiber Family Pet Therapy Program	3,001,330	3,000,020
The John H. Martinson Honors College	2,000,000	1,000,000
RowanSOM Endowed Scholarship	1,750,000	1,750,000
Keith and Shirley Campbell Endowment to support library operations	1,641,896	1,641,896
Thomas N. Bantivoglio Honors Program for scholarships	1,403,897	1,403,597
Rona Stern Staut Res. Professorship	1,346,517	1,147,486
Rohrer College of Business Honors	1,200,000	1,000,000
John B. Campbell Professorial Chair	1,176,282	1,176,282
Rohrer Scholars for scholarships	1,080,932	1,080,932
Gus & Janice Bader Scholarship	1,019,542	—
Lawrence & Rita Salva Medical Scholars Fund for CMSRU	1,000,000	1,000,000
William G. Rohrer Professorial Chair in the College of Business	1,000,000	1,000,000
King Family Professorial Chair	1,000,000	1,000,000
Inspira Health Network Endowed Fund	1,000,000	1,000,000
Endowed Chair for Geriatrics	1,000,000	1,000,000
Rowan University Medical School Student Loan Assistance Fund	1,000,000	1,000,000
Shreiber School of Veterinary Medicine of Rowan University	1,000,000	—
Other endowment funds	21,442,912	20,106,453
	<u>\$ 252,436,857</u>	<u>221,180,190</u>

(14) South Jersey Technology Park at Rowan University, Inc.

Component Unit

South Jersey Technology Park at Rowan University, Inc. (SJTP) was established and is being maintained as part of the economic outreach vision of the University, its initial sole member. SJTP hopes to create jobs and job training and provide new and varied “hands-on” educational experiences for the University students as well as combat community deterioration. The goal of SJTP is to create job opportunities and job training for the under-employed and unemployed of the South Jersey region. SJTP is an organization described under Section 501(c) (3) of the Internal Revenue Code and therefore exempt from Federal income taxes under Section 501(a) of the Code. SJTP’s assets are used exclusively for the benefit, support, and promotion of the University and its educational activities. Because the members of the SJTP Board of Directors are appointed by the Board of Trustees of the University, SJTP is considered a component unit of the University and is discretely presented as part of the University’s financial statements.

(a) Related Party Transactions

Lease Agreements

In fiscal year 2008, the University Board of Trustees approved a long-term lease agreement for the SJTP to use a parcel of land owned by the University. The lease commenced on January 1, 2008 and is for 50 years with a renewal term of 20 years. The rental payment as of June 30, 2023 and 2022 was \$51,500 and \$50,000, respectively. The rental payment is subject to GASB 87, as such the interest portion of the payment is included in other nonoperating revenues, net in the accompanying statements of revenues, expenses, and changes in net position for fiscal years 2023 and 2022. The lease is also included in the accompanying statements of net position as discussed in note 1(b)(vi).

The University Board of Trustees approved a lease agreement by and between the University and the SJTP to lease the first floor of the Samuel H. Jones Innovation Center to support its educational mission. Beginning July 16, 2016, the University also assumed the lease for the second floor of the Innovation Center and intends to conduct renovations to increase wet lab space for the University. For the year ended June 30, 2023 and 2022, SJTP recognized \$1,107,375 and \$1,084,902, respectively, in rental income related to this lease agreement. The University also reimbursed SJTP \$209,982 and \$220,265 for utility charges associated with this lease for fiscal year 2023 and 2022, respectively.

Business Operating Agreement

SJTP and the University entered into a business operating agreement for the University to provide certain services and functions to SJTP. SJTP pays the University for these services and functions which include salaries and benefits of employees who perform functions for SJTP, accounting services, custodial services, repairs and maintenance, and other indirect charges. The charges amounted to \$422,491 and \$409,542 for fiscal year 2023 and 2022, respectively, and are reflected in professional and other services expenses in the accompanying statements of revenues, expenses, and changes in net position.

(15) COVID-19 Pandemic

On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a public health emergency. In response, various governmental agencies mandated stringent regulations and guidelines in an effort to help organizations promote the health and safety of their communities.

For fiscal year 2022, the University recognized \$40.8 million of pandemic aid received through various programs generated by the ARP act, of which \$20.5 million was used as grants for COVID-19 assistance to students. The balance was used to mitigate a portion off the financial losses resulting from the COVID-19 pandemic.

For fiscal year 2023, the University did not recognize any material grants related to the COVID-19 pandemic.

(16) Subsequent Events

The University evaluated events subsequent to June 30, 2023 and through December 21, 2023, the date of which the financial statements were issued.

In July 2023, the University received notification of institutional grant awards from the NJ Higher Education Capital Facilities Programs. The University was awarded \$14.0 million from the Higher Education Equipment Leasing Fund Program. The Higher Education Equipment Leasing Fund require Rowan to pay one-quarter of the debt service on the Bonds issued to fund the Rowan projects.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Required Supplementary Information (Unaudited)
Schedules of Employer Contributions
June 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Public Employees' Retirement System									
Contractually required contribution	\$ 19,833,865	19,973,992	14,018,029	10,282,861	9,320,515	7,325,414	5,331,193	3,690,074	2,386,805
Contributions in relation to the contractually required contribution	19,833,865	19,973,992	14,018,029	10,282,861	9,320,515	7,325,414	5,331,193	3,690,074	2,386,805
Contribution deficiency (excess)	\$ —	—	—	—	—	—	—	—	—
University employee covered-payroll	\$ 56,738,564	54,444,989	53,739,590	53,894,207	53,123,772	50,762,197	52,135,711	50,275,748	51,495,300
Contributions as a percentage of employee covered payroll	34.96 %	36.69 %	26.09 %	19.08 %	17.54 %	14.43 %	10.23 %	7.34 %	4.63 %
Police and Firemen's Retirement System									
Contractually required contribution	\$ 2,934,363	2,803,178	1,925,985	1,491,764	1,248,845	1,069,699	805,419	545,161	268,537
Contributions in relation to the contractually required contribution	2,934,363	2,803,178	1,925,985	1,491,764	1,248,845	1,069,699	805,419	545,161	268,537
Contribution deficiency (excess)	\$ —	—	—	—	—	—	—	—	—
University employee covered-payroll	\$ 2,388,960	2,220,027	2,259,186	2,214,424	1,974,471	1,901,881	1,960,579	1,918,325	2,066,181
Contributions as a percentage of employee covered payroll	122.83 %	126.27 %	85.25 %	67.37 %	63.25 %	56.24 %	41.08 %	28.42 %	13.00 %

Information provided for Required Supplementary Information will be provided for ten (10) years, as the information becomes available in subsequent years.

See accompanying independent auditors' report.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Required Supplementary Information (Unaudited)
Schedules of Proportionate Share of the Net Pension Liability
June 30, 2023

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Public Employees' Retirement System									
University proportion of the net pension liability – state group	1.187 %	1.197 %	1.138 %	1.181 %	1.157 %	1.152 %	1.147 %	1.058 %	1.184 %
University proportion of the net pension liability – total plan	0.707	0.770	0.654	0.661	0.632	0.604	0.571	0.544	0.613
University proportionate share of the net pension liability	\$ 265,732,975	258,885,863	252,952,884	271,842,274	274,241,746	295,481,815	337,030,671	251,080,946	238,238,870
University employee covered-payroll	54,444,989	53,739,590	53,894,207	53,123,772	50,762,197	52,135,711	50,275,748	51,495,300	50,121,737
University proportionate share of the net pension liability as a percentage of the employee covered-payroll	488.1 %	481.7 %	469.4 %	511.7 %	540.2 %	566.8 %	670.4 %	487.6 %	475.3 %
Plan fiduciary net position as a percentage of the total pension liability	46.41 %	51.52 %	42.90 %	42.04 %	40.45 %	36.78 %	31.20 %	38.21 %	42.74 %
Police and Firemen's Retirement System									
University proportion of the net pension liability – state group	0.437 %	0.433 %	0.393 %	0.388 %	0.412 %	0.412 %	0.395 %	0.379 %	0.406 %
University proportion of the net pension liability – total plan	0.106	0.131	0.088	0.089	0.091	0.084	0.073	0.073	0.083
University proportionate share of the net pension liability	\$ 18,911,809	17,603,974	16,879,196	16,288,499	17,849,912	18,121,876	18,589,182	16,256,503	14,428,274
University employee covered-payroll	2,220,027	2,259,186	2,214,424	1,974,471	1,901,881	1,960,579	1,918,325	2,066,181	1,985,629
University proportionate share of the net pension liability as a percentage of the employee covered-payroll	851.9 %	779.2 %	762.2 %	825.0 %	938.5 %	924.3 %	969.0 %	786.8 %	726.6 %
Plan fiduciary net position as a percentage of the total pension liability	63.29 %	71.41 %	58.78 %	60.20 %	57.91 %	54.52 %	48.55 %	52.84 %	58.86 %
Teachers' Pension and Annuity Fund									
University proportion of the net pension liability	0.002 %	0.002 %	0.002 %	0.002 %	0.002 %	0.002 %	0.002 %	0.010 %	0.012 %
University proportionate share of the net pension liability	\$ —	—	—	—	—	—	—	—	—
State's proportionate share of the net pension liability associated with the University	888,839	840,599	1,313,388	1,205,870	1,310,288	1,479,732	1,744,239	6,423,696	6,406,231
Total net pension liability	\$ 888,839	840,599	1,313,388	1,205,870	1,310,288	1,479,732	1,744,239	6,423,696	6,406,231
University employee covered-payroll	\$ —	—	—	—	—	—	—	7,656	7,656
University proportionate share of the net pension liability as a percentage of the employee covered-payroll	— %	— %	— %	— %	— %	— %	— %	— %	— %
Plan fiduciary net position as a percentage of the total pension liability	32.29 %	35.52 %	24.60 %	26.95 %	26.49 %	25.41 %	22.33 %	28.71 %	33.64 %

Information provided for Required Supplementary Information will be provided for ten (10) years, as the information becomes available in subsequent years.

Notes to Required Supplementary Information

Changes in benefit terms – There were no significant changes in benefits for any of the actuarial valuations used to determine required contributions.

Changes in assumptions – The significant changes in assumptions and the annual change in the discount rate and the change in the long-term rate of return as follows:

PERS

For 2022, the discount rate remained at 7.00% and the long-term rate of return remained at 7.00%.

For 2021, the discount rate remained at 7.00% and the long-term rate of return remained at 7.00%.

For 2020, the discount rate changed to 7.00% from 6.28% and the long-term rate of return remained at 7.00%.

For 2019, the mortality rates changed from RP-2006 tables to Pub-2010 tables. The discount rate changed to 6.28% from 5.66% and the long-term rate of return remained at 7.00%.

For 2018, the discount rate changed to 5.66% and the long-term rate of return remained at 7.00%.

For 2017, the discount rate changed to 5.00% and the long-term rate of return changed to 7.00%.

For 2016, the discount rate changed to 3.98% and the long-term rate of return changed to 7.65% from 7.90%.

For 2015, the discount rate changed to 4.90% from 5.39%.

PFRS

For 2022, the discount rate remained at 7.00% and the long-term rate of return remained at 7.00%.

For 2021, the discount rate remained at 7.00% and the long-term rate of return remained at 7.00%.

For 2020, the discount rate changed to 7.00% from 6.85% and the long-term rate of return remained at 7.00%.

For 2019, the mortality rates changed from RP-2000 tables to Pub-2010 tables. The discount rate changed to 6.85% from 6.51% and the long-term rate of return remained at 7.00%.

For 2018, the discount rate changed to 6.51% and the long-term rate of return remained at 7.00%.

For 2017, the discount rate changed to 6.14% and the long-term rate of return changed to 7.00%.

For 2016, the discount rate changed to 5.55% and the long-term rate of return changed to 7.65% from 7.90%.

For 2015, the discount rate changed to 5.79% from 6.32%.

See accompanying independent auditors' report.

ROWAN UNIVERSITY
(A Component Unit of the State of New Jersey)
Required Supplementary Information (Unaudited)
Schedule of Proportionate Share of the Total OPEB Liability
June 30, 2023

	2023	2022	2021	2020	2019	2018
University proportion of the collective total OPEB liability	— %	— %	— %	— %	— %	— %
University proportionate share of the collective total OPEB liability	\$ —	—	—	—	—	—
State's proportionate share of the total OPEB liability associated with the University	419,423,528	489,658,735	568,312,787	382,327,565	486,974,034	554,246,968
Total OPEB liability	\$ 419,423,528	489,658,735	568,312,787	382,327,565	486,974,034	554,246,968
University covered-employee payroll	\$ 199,849,137	189,307,672	195,126,018	210,927,281	196,319,174	172,658,885
University proportionate share of the total OPEB liability as a percentage of covered-employee payroll	— %	— %	— %	— %	— %	— %

Information provided for Required Supplementary Information will be provided for ten (10) years, as the information becomes available in subsequent years.

Notes to the Schedule: For the State Health Benefit State Retired Employees Plan, there are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Other Postemployment Benefits Other Than Pensions*.

Changes in assumptions – There were no significant changes in assumptions except for the annual change in the discount rate.
For 2023, the discount rate changed to 3.54% from 2.16%. The mortality tables utilized Pub-2010 and Scale MP-2021.
For 2022, the discount rate changed to 2.16% from 2.21%. The mortality tables utilized Pub-2010 and Scale MP-2021.
For 2021, the discount rate changed to 2.21% from 3.50%. The mortality tables utilized Pub-2010 and Scale MP-2020.
For 2020, the discount rate changed to 3.50% from 3.87%. The mortality tables utilized changed from RP-2006 in 2018 to Pub-2010 in 2019.
For 2019, the discount rate changed to 3.87% from 3.58%.

See accompanying independent auditors' report.

APPENDIX C-1

ORIGINAL TRUST INDENTURE AND FORM OF FIRST SUPPLEMENTAL INDENTURE

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TRUST INDENTURE
between
THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

and
TD BANK, NATIONAL ASSOCIATION
as Trustee

Dated as of July 1, 2013

Relating to
\$26,880,000
The Camden County Improvement Authority
Lease Revenue Refunding Bonds
(Rowan University School of Osteopathic Medicine Project), Series 2013A
and
\$29,690,000
The Camden County Improvement Authority
Lease Revenue Refunding Bonds
(Rowan University School of Osteopathic Medicine Project), Series 2013B
(Federally Taxable)

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EXHIBIT "A": FORM OF 2013A BOND

EXHIBIT "B": FORM OF 2013B BOND

TRUST INDENTURE

This **TRUST INDENTURE** ("Indenture"), dated as of July 1, 2013, between **THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey ("Authority"), and **TD BANK, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, with trust and fiduciary powers in the State of New Jersey, being duly qualified to accept and administer the trusts created hereby ("Trustee"),

WITNESSETH:

WHEREAS, The Camden County Improvement Authority ("Authority") has been duly created by a resolution of the Board of Chosen Freeholders of the County of Camden, New Jersey ("County"), as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey ("State"), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, pursuant to N.J.S.A. 18A:64M-1 et seq., also known as the New Jersey Medical and Health Sciences Education Restructuring Act ("Restructuring Act"), among other things, all functions, powers, duties and rights of the University of Medicine and Dentistry of New Jersey ("UMDNJ") related directly or indirectly to the establishment, maintenance, and operation of UMDNJ's School of Osteopathic Medicine ("SOM"), including the rights, title and interest in the SOM, its auxiliary and supporting institutions and the campus located in the Borough of Stratford, New Jersey ("SOM Site") including all associated fixed tangible assets, real property, buildings, furniture, fixtures, equipment, and personal property contained therein and thereon ("SOM Facilities"), are to be transferred and assigned to Rowan University ("Rowan" or "Public University"), a public institute of higher education, organized and established by the State pursuant to the Public Higher Education Act, N.J.S.A. 18A:62-1, et seq., the State College Act, N.J.S.A. 18A:644-1, et seq., and, beginning July 1, 2013, the Restructuring Act; and

WHEREAS, the Restructuring Act also provides that all debt issued by or on behalf of UMDNJ in connection with the establishment, operation and administration of the SOM, including all debt and obligations related to the acquisition, construction and installation of the SOM Site and SOM Facilities being transferred to Rowan (collectively, the "SOM Debt Obligations") shall be transferred and assigned to Rowan; and

WHEREAS, in accordance with the direction provided by the Restructuring Act, the Board of Trustees of Rowan ("Board") has determined to refinance a portion of such SOM Debt Obligations; and

WHEREAS, in furtherance of such determination, Rowan has heretofore requested assistance from the Authority, pursuant to an application for bond financing filed by Rowan prior to the date hereof ("Application"), for purposes of providing conduit bond financing to fund the costs of: (i) the refinancing of a portion of the SOM Debt Obligations; and (ii) the costs of issuance with respect to the proposed refinancing (collectively, the "Refinancing Project"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-55, the Authority is authorized to extend credit or make loans to any governmental unit or person, including Rowan, for the planning, design, acquisition, construction, equipping and furnishing of a "public facility", upon the terms and conditions that the loans be secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds issued for the purpose by the authority, and upon such other terms and conditions as the authority shall deem reasonable; and

WHEREAS, pursuant to N.J.S.A. 40:37A-60, the Authority is permitted to issue refunding bonds for the purpose of financing the cost of any "public facility" or "facilities" or funding or refunding any bonds; and

WHEREAS, pursuant to N.J.S.A. 40:37A-45(p), the SOM Site and the SOM Facilities to be acquired by Rowan constitute a "public facility" within the meaning of the Act and, as such, the Authority is authorized to provide financial assistance to Rowan for the purpose of refinancing the SOM Debt Obligations originally issued to finance the costs of the SOM Site and the SOM Facilities; and

WHEREAS, the Authority has reviewed the Application and has, pursuant to a resolution adopted on April 11, 2013, made certain findings and determinations with respect to said Application and preliminarily authorized, *inter alia*, the issuance of the Authority's Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013, consisting of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A ("2013A Bonds") and Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable) ("2013B Bonds" and together with the 2013A Bonds, the "Bonds") to finance the costs of the Refinancing Project; and

WHEREAS, pursuant to a Resolution duly adopted on May 9, 2013 ("Resolution"), the Authority determined that it was necessary and in keeping with its authorized purposes to issue the Bonds pursuant to the terms of this Indenture for the purpose of providing funds to finance the Refinancing Project; and

WHEREAS, the Authority will issue the Bonds pursuant to the Act, the Resolution, this Indenture, and other related documents; and

WHEREAS, the repayment of the Bonds will be secured by a Lease and Agreement, by and between the Authority and the Public University ("Lease Agreement"), pursuant to which the Authority will lease the Project Facilities (as defined herein) to the Public University; and

WHEREAS, the Bonds shall be special, limited obligations of the Authority, payable solely from and secured by its interest in the Trust Estate (as defined herein), including amounts payable by the Public University pursuant to the Lease Agreement (subject to the rights of the Authority reserved therein), all funds held by the Trustee under this Indenture (except the Rebate Fund and the Additional Lease Payments Fund) and all income derived from the investment of such funds; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the Authority and to constitute this Indenture a valid, legal and binding agreement and pledge of the property, rights, interests and revenues herein pledged and assigned, have been done and performed, and the execution and delivery of this Indenture and the issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (as defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Bonds issued and Outstanding (as defined herein) under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, the Authority does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in the property described in the Granting Clauses below (said property being herein referred to as the "Trust Estate"), to wit:

GRANTING CLAUSE FIRST

All right, title and interest of the Authority in, to and under the Lease Agreement, pledged by the Public University thereunder to the extent provided in the Lease Agreement, and all payments received or receivable by the Authority from the Public University under the Lease Agreement (but excluding the Authority's rights to payment of its fees and expenses, to indemnification and as otherwise expressly set forth in the Lease Agreement).

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, including but not limited to those amounts held in the Debt Service Fund (except moneys and securities held in the Rebate Fund and the Additional Lease Payments Fund).

GRANTING CLAUSE THIRD

Any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future holders of the Bonds, without preference, priority or distinction as to

participation in the lien, benefit and protection hereof of one bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds or shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Authority then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Authority and upon the payment of the costs and expenses thereof, shall duly execute, acknowledge and deliver to the Authority such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Authority, its successors or assigns, all the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force and effect.

NOW, THEREFORE, it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as their interests may appear, as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 1.01 Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture and in the Lease Agreement shall have the following meanings, unless some other meaning is plainly intended:

"**Act**" means the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto N.J.S.A. 40:37A-1 et seq.).

"**Additional Lease Payments**" means the payments referred to in Section 4.06 of the Lease Agreement;

"**Additional Lease Payments Fund**" means the fund so designated, created and established pursuant to Section 4.01 hereof;

"**Administrative Expenses**" means those reasonable expenses of the Authority which are properly chargeable to the Public University on account of the Bonds and the Bond Documents as administrative expenses under GASB and include, without limiting the generality of the foregoing, the following: (a) fees and expenses of the Trustee, the Authority, including the Authority's Initial Fee and Annual Administrative Fee; and (b) reasonable fees and expenses of counsel to the Authority and the Trustee.

"**Annual Administrative Fee**" means the annual fee for the general administrative services of the Authority related to the Bonds, this Indenture, the Lease and Agreement and the Ground Lease, in an amount equal to \$5,000.

"**Authority**" means The Camden County Improvement Authority, a public body corporate and politic of the State, organized and existing under and by virtue of the Act.

"**Authorized Denominations**" means \$5,000 and any integral multiple thereof.

"**Authorized Officer**" means (i) in the case of the Authority, the Chair, Vice Chair, Executive Director, Deputy Executive Director, Secretary and any Assistant Secretary, and when used with reference to any act or document also means any other person authorized by resolution of the Authority to perform such act or execute such document or serving in an interim or acting capacity; (ii) in the case of the Public University, the Chair, Vice Chair, President of the Public University or Vice President of Finance, and when used in reference to any act or document also means any other person or persons authorized by a resolution of the Public University Board to perform any act or execute any document; and (iii) in the case of the Trustee, means the President, Executive Vice President, Senior Vice President, any Vice President, any Assistant Vice President, any Corporate Trust Officer, any Trust Officer, any Assistant Trust Officer or any Assistant Secretary of the Trustee, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee.

"Basic Lease Payments" means the payments referred to in Section 4.05 of the Lease Agreement.

"Bond Counsel" means an attorney or a law firm having a national reputation in the field of municipal bond law whose opinions are generally accepted by purchasers of municipal bonds.

"Bond Documents" means this Indenture, the Resolution, the Bonds, the Lease Agreement, the Ground Lease, the Escrow Deposit Agreement, the Continuing Disclosure Agreement, the Tax Agreement and the Purchase Contract and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

"Bond Payment Obligations" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.

"Bond Register" means the registration books of the Authority kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bond Registrar" means the Trustee when acting as such, and any other bank or trust company designated and at the time serving as bond registrar under this Indenture.

"Bondowner", "Bondholder", "Holder", "Owner" or "Registered Owner" means the Person in whose name a Bond is registered on the Bond Register.

"Bond Year" shall have the meaning assigned to such term in the Tax Agreement.

"Bonds" means, collectively: (i) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000, issued pursuant to the Resolution and this Indenture; and (ii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable), in the original principal amount of \$29,690,000, issued pursuant to the Resolution and this Indenture.

"Business Day" means a day other than a day: (i) on which banks located in the City of New York, New York, the State of New Jersey or the city in which the Principal Office of the Trustee is located, is required or authorized by law or executive order to close; and (ii) on which the New York Stock Exchange is not closed.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"Certificate" means a certificate or report, in form and substance satisfactory to the Authority (such satisfaction to be assumed if such certificate or report is mailed to the Authority and it does not object in writing within ten (10) days after such mailing), executed: (a) in the case of an Authority Certificate, by the Chair, Vice Chair, Executive Director or Deputy Executive Director of the Authority and by its Secretary, or any Assistant Secretary; (b) in the case of a

Public University Certificate, by the Chair, Vice Chair, President or Vice President for Finance of the Public University and by its Secretary, Assistant Secretary, Treasurer or Assistant Treasurer; and (c) in the case of a Certificate of any other Person, by such Person, if an individual, and otherwise by an officer, partner or other authorized representative of such Person; provided that in no event shall any individual be permitted to execute any Certificate in more than one capacity.

"Certified Public Accountant" or "Accountant" shall mean any firm of certified public accountants (not an individual) who shall be Independent, appointed by the Public University Board or the Authority, as the case may be, actively engaged in the business of public accounting, and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" means, as the context requires: (a) one or more resolutions of the Authority, certified by the Secretary or any Assistant Secretary of the Authority under its official common seal, to have been duly adopted and to be in full force and effect as of the date of certification; or (b) one or more resolutions of the Public University Board or duly authorized committee thereof, certified by the Secretary or Assistant Secretary of the Public University or other officer serving in a similar capacity, under its corporate seal, to have been duly adopted and to be in full force and effect as of the date of certification.

"Closing Date" means the date of initial delivery of and payment for the Bonds.

"Costs of Issuance" means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code, including but not limited to the following: (a) underwriter's spread (whether realized directly or derived through purchase of the Bonds at a discount below the price at which they are expected to be sold to the public); (b) counsel fees (including bond counsel, underwriter's counsel, Authority's counsel, the Public University's counsel, Trustee's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing); (c) financial advisor fees of any financial advisor to the Authority or the Public University incurred in connection with the issuance of the Bonds; (d) rating agency fees; (e) Trustee, Bond Registrar and Paying Agent fees; (f) accountant fees and other expenses related to issuance of the Bonds; (g) printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and (h) fees and expenses of the Authority incurred in connection with the issuance of the Bonds, including the Authority's Initial Fee.

"Costs of Issuance Account" means the account so designated, created and established in the Refinancing Project Fund pursuant to Section 4.01(a) hereof.

"Counsel" shall mean an attorney at law or law firm duly authorized to engage in the practice of law (which may include counsel to the Public University) not unsatisfactory to the Authority.

"Debt Service Fund" means the Fund by that name created by Section 4.01 hereof.

"Escrow Deposit Agreement" means, collectively, those certain Escrow Deposit Agreements, each dated as of July 1, 2013, by and among: (i) the 2002A Escrow Agent, the

Public University, University Hospital and Rutgers with respect to the 2002A UMDNJ Bonds ("2002A Escrow Agreement"); and (ii) the 2009B Escrow Agent, the Public University, Rutgers, University Hospital and the New Jersey Educational Facilities Authority, with respect to the 2009B NJEFA Bonds ("2009B Escrow Agreement").

"Event of Default" means (a) with respect to this Indenture, any "Event of Default" as defined in Section 7.01 hereof, and (b) with respect to the Lease Agreement, any "Event of Default" as defined in Section 7.01 of the Lease Agreement.

"Extraordinary Services" and **"Extraordinary Expenses"** means all services rendered and all reasonable expenses properly incurred by the Trustee or any of its agents under this Indenture, other than Ordinary Services and Ordinary Expenses.

"Financing Documents" shall have the meaning assigned to that term in the Lease Agreement.

"Final Computation Date" shall have the meaning assigned to that term in Section 4.08 hereof.

"Fiscal Year" means the fiscal year of the Public University, currently the 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year, or such other period of 12 months as may be adopted by the Public University Board from time to time as its Fiscal Year.

"Fitch" means Fitch Ratings and its successors and assigns.

"GASB" means those accounting principles applicable in the preparation of financial statements of institutions of higher learning, as promulgated by the Governmental Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants or any successor body.

"Government Obligations" shall mean:

(a) direct obligations of, or obligations and the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America;

(b) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the payment of the principal of and interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in clause (a) above issued or held in book-entry form in the name of the Trustee only on the books of the Department of Treasury of the United States of America);

(c) any certificates or any other evidence of an ownership interest in obligations or specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in clause (a) or (b) above, which obligations are held by a

bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian;

(d) stripped obligations of interest issued by the Resolution Funding Corporation pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"), the interest on which, to the extent not paid from other specified sources, is payable when due by the Secretary of the Treasury pursuant to FIRREA; and

(e) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, provided that cash, obligations described in clauses (a), (b), (c) or (d) above, or a combination thereof have been irrevocably pledged to and deposited into a segregated escrow account for the payment when due of the principal or purchase, such obligations are rated AAA by Fitch, Aaa by Moody's or AAA by S&P.

"Ground Lease" shall mean the Ground Lease Agreement, dated as of July 1, 2013, between the Public University, as lessor, and the Authority, as lessee, pursuant to which the Public University has leased the SOM Site to the Authority.

"Holder" shall have the same meaning as the term "Bondowner."

"Indenture" means this Trust Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented by Supplemental Indentures.

"Independent" shall mean, with respect any Person, one which is not a member of the Authority, a member of the Public University Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public University, or which is not a partnership, corporation or association having a partner, director, corporate officer, member or substantial stockholder who is a member of the Authority or a member of the Public University Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public University; provided, however, that the fact that such Person is retained regularly by or transacts business with the Authority or the Public University shall not make such Person an employee within the meaning of this definition.

"Initial Fee" means the fee paid or payable to the Authority for its services in connection with the issuance of the Bonds, in the amount of \$282,850.00.

"Interest Payment Date" means: (i) with respect to the 2013A Bonds, June 1 and December 1 of each year, commencing December 1, 2013 and continuing thereafter so long as any 2013A Bonds remain Outstanding; and (ii) with respect to the 2013B Bonds, June 1 and December 1 of each year, commencing December 1, 2013 and continuing thereafter so long as any 2013B Bonds remain Outstanding.

"Internal Revenue Code" or **"Code"** means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Investment Obligations" shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

(a) As of the date of adoption of this Indenture, the following investments are currently permitted investments under the laws of the State for investment of the Authority's funds when authorized by a cash management plan approved pursuant to *N.J.S.A. §40A:5-14*:

(1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;

(2) Government money market mutual funds;

(3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;

(4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located;

(5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the State Department of the Treasury for investment by local units;

(6) Local government investment pools;

(7) Deposits with the State Cash Management Fund established pursuant to Section 1 of P.L. 1977, c. 281 (*N.J.S.A. 52:18A-90.4*); or

(8) Agreements for the repurchase of fully collateralized securities, if:

(A) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of subsection a. hereof;

(B) the custody of collateral is transferred to a third party;

(C) the maturity of the agreement is not more than thirty (30) days;

(D) the underlying securities are purchased through a public depository as defined in Section 1 of P.L. 1970, c. 236 (*N.J.S.A. 17:9-41*); and

(E) a master repurchase agreement providing for the custody and security of collateral is executed.

(b) Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the

designation of such investments in the name of the local unit and prevent unauthorized use of such investments.

(c) Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.

(d) Any investments not purchased and redeemed from the issuer, government money market mutual fund, local government investment pool or the State Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to Section 9 of P.L. 1967, c. 93 (*N.J.S.A. 49:3-56*) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

(e) For the purposes of this definition:

(1) a "government money market mutual fund" means an investment company or investment trust:

(A) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940", 15 *U.S.C. §80a-1 et seq.*, and operated in accordance with 17 *C.F.R. §270.2a-7*;

(B) the portfolio of which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 *C.F.R. §270.2a-7* and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection a. hereof; and

(C) which is rated by a nationally recognized statistical rating organization.

(2) a "local government investment pool" means an investment pool:

(A) which is managed in accordance with 17 *C.F.R. §270.2a-7*;

(B) which is rated in the highest category by a nationally recognized statistical rating organization;

(C) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 *C.F.R. §270.2a-7* and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection a. hereof;

(D) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act", P.L. 1968, c. 410 (*N.J.S.A. 52:14B-1 et seq.*) by the Local Finance Board, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(E) which does not permit investments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and

(F) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to Section 9 of P.L. 1967, c. 93 (*N.J.S.A. 49:3-56*) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

(f) Investments in, or deposits or purchases of financial instruments made pursuant to this Indenture shall not be subject to the requirements of the "Local Public Contracts Law", P.L. 1971, c. 198 (*N.J.S.A. 40A:11-1 et seq.*).

"Lease Agreement" means the Lease and Agreement, dated as of the date hereof, by and between the Authority and the Public University, as from time to time amended by Supplemental Lease Agreements.

"Lease Payments" means, collectively, the Additional Lease Payments and the Basic Lease Payments.

"Make-Whole Redemption Price" means, with respect to the 2013B Bonds, the greater of: (i) 100% of the principal amount of the 2013B Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest on the 2013B Bonds to be redeemed to the maturity date of such 2013B Bonds, not including any portion of those payments of interest accrued and unpaid as of the date on which the 2013B Bonds are to be redeemed, discounted to the date on which the 2013B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year containing twelve 30-day months, at the Treasury Rate plus 40 basis points, plus in each case accrued interest on the 2013B Bonds to be redeemed to the redemption date.

"Moody's" means Moody's Investors Service and its successors and assigns.

"Net Proceeds" when used with respect to any insurance proceeds or any condemnation award, means the amount remaining after deducting all expenses (including attorneys' fees and disbursements) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Obligations" shall have the meaning assigned to that term in Section 12.06(a) hereof.

"Official Statement" means the Official Statement dated June 13, 2013 with respect to the Bonds.

"Opinion of Counsel" means an opinion in writing signed by legal counsel acceptable to the Public University and, to the extent the Authority is asked to take action in reliance thereon, the Authority, who may be an employee of or counsel to the Public University.

"Ordinary Services" and **"Ordinary Expenses"** means those services normally rendered and those expenses normally incurred, by a Trustee under instruments similar to this Indenture, but not those services rendered and those expenses incurred following the occurrence and during the continuation of an Event of Default under Section 7.01 hereof.

"Original Purchaser" means Raymond James & Associates, Inc., and any other purchasers listed in the Purchase Contract.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except: (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to Section 2.12 hereof; (b) Bonds which are deemed to have been paid in accordance with Article XI hereof; and (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to Article II hereof.

"Owner" has the same meaning as the term "Bondowner."

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture or any Supplemental Indenture as paying agent for the Bonds at which the principal of and redemption premium, if any, and interest on such Bonds shall be payable.

"Payment Default" means an Event of Default described in Section 7.01 (a) or (b) hereof.

"Person" means any natural person, firm, joint venture, association, partnership, business, trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

"Prime Rate" means the rate from time to time publicly announced by the Trustee's primary commercial banking affiliate as its "prime rate" or "base rate."

"Principal Office" means, with respect to any entity performing functions under any Bond Document, the office of that entity or its affiliate at which those functions are performed.

"Project Facilities" shall have the meaning assigned to that term in the Lease Agreement.

"Project Site" means the real property upon which the Project Facilities are located and any other real property constituting the Project Land (as defined in the Ground Lease), including, initially, Block 62, Lot 10 on the Official Tax Map of the Borough of Stratford, County of Camden, New Jersey.

"Public University" means the public institution for higher education authorized and created pursuant to State law, the name of which is Rowan University, located in Glassboro, New Jersey.

"Public University Board" means the Board of Trustees of the Public University, as the governing body vested with the power of management of the Public University, or a duly authorized committee thereof.

"Purchase Contract" means the Purchase Contract, dated June 13, 2013, between the Authority and the Original Purchaser, and acknowledged by the Public University, entered into in connection with the negotiated sale of the respective series of Bonds.

"Qualified Financial Institution" means (a) any domestic branch or a foreign bank, U.S. domestic institution which is a bank, trust company, national banking association or a corporation, including the Trustee and any of its affiliates, subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956, or a member of the National Association of Securities Dealers, Inc. whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating of at least A- by S&P, or A3 by Moody's, or A- by Fitch or which has issued a letter of credit, contract, agreement or surety bond in support of debt obligations which have been so rated; (b) an insurance company with a claims-paying ability or a corporation whose obligations are guaranteed by an insurance company (in the form of an insurance policy) or by an insurance holding company rated at least AA- by S&P, or Aa3 by Moody's, or AA- by Fitch or whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating of at least AA- by S&P, or Aa3 by Moody's, or AA- by Fitch, or (c) other financial institutions whose unsecured obligations or uncollateralized long-term debt obligations have been assigned a rating of at least A- by S&P, or A3 by Moody's, or A- by Fitch.

"Rating Agency" shall mean each nationally recognized securities rating agency then maintaining a rating on the Bonds at the request of the Authority, and initially means S&P and Moody's.

"Rebatable Arbitrage" shall have the meaning assigned to that term in Section 4.08(b) hereof.

"Rebate Fund" means the fund by that name created by Section 4.01(c) hereof.

"Rebate Computation Date" shall have the meaning assigned to that term in Section 4.08 hereof.

"Record Date" means, with respect to the Bonds, the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Refinancing Project" means, collectively: (i) the current refunding and redemption of the 2002A Refunded Bonds; (ii) the advance refunding and redemption of the 2009B Refunded Bonds; and (iii) payment of costs of issuance of the Bonds.

"Refinancing Project Fund" means the fund so designated, created and established pursuant to Section 4.01 hereof.

"Refunded Bonds" means, collectively, the 2002A Refunded Bonds and the 2009B Refunded Bonds.

"Registered Owner" shall have the same meaning as the term "Bondowner."

"Rental Pledge Account" means the Rowan University Rental Pledge Account created by the Public University to be maintained with the Trustee pursuant to Section 4.04 of the Lease Agreement.

"Replacement Bonds" means Bonds issued to the beneficial Owners of the Bonds in accordance with Section 2.13 (b) hereof.

"Resolution" means the resolution of the Authority, adopted May 9, 2013, authorizing, among other things, the execution and delivery of this Indenture, the Lease Agreement, the Ground Lease, the Escrow Deposit Agreement, the Continuing Disclosure Agreement and the issuance of the Bonds.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns, and any successor Securities Depository appointed pursuant to Section 2.13 hereof.

"SOM" means the School of Osteopathic Medicine situated in the Borough of Stratford, New Jersey.

"SOM Debt Obligations" all debt issued by or on behalf of UMDNJ in connection with the establishment, operation and administration of the SOM, including all debt and obligations related to the acquisition, construction and installation of the SOM Site and SOM Facilities in Stratford being transferred to Rowan, which include the 2002A Refunded Bonds and the 2009B Refunded Bonds.

"SOM Facilities" the rights, title and interest in the SOM, its auxiliary and supporting institutions and the SOM Site located in the Borough of Stratford, New Jersey, including all associated fixed tangible assets, real property, buildings, furniture, fixtures, equipment, and personal property contained therein and thereon.

"SOM Site" the SOM campus located in the Borough of Stratford, New Jersey constituting Block 62, Lots, 5, 6, 10, 18 and 19 on the Official Tax Map of the Borough of Stratford, County of Camden, New Jersey.

"State" means the State of New Jersey.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to Article IX hereof.

"Supplemental Lease Agreement" means any agreement supplemental or amendatory to the Lease Agreement entered into by the Authority and the Public University pursuant to Article X.

"Tax Agreement" means, collectively, the Tax and Non-Arbitrage Certificate executed and delivered by the Public University and the Non-Arbitrage Certificate executed and delivered by the Authority at the time of issuance and delivery of the Bonds.

"Treasury Rate" means, with respect to any redemption date for a particular 2013B Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available five (5) Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the stated maturity date of the 2013B Bonds to be redeemed; provided, however, that if the period from the Redemption Date to the stated maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Trustee" means TD Bank, National Association, a national banking association duly organized and existing under and by virtue of the laws of the United States of America with trust and fiduciary powers in the State of New Jersey, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee hereunder.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"2002A Escrow Agent" means U.S. Bank National Association and its successors and assigns.

"2002A Refunded Bonds" means, collectively, the 2002A UMDNJ Bonds maturing on (i) December 1, 2013 in the principal amount of \$141,495.47 and bearing interest at a rate of 5.375% per annum, (ii) December 1, 2013 in the principal amount of \$118,384.55 and bearing interest at a rate of 4.250% per annum, (iii) December 1, 2014 in the principal amount of \$225,921.11 and bearing interest at a rate of 5.375% per annum, (iv) December 1, 2014 in the principal amount of \$17,451.11 and bearing interest at a rate of 4.500% per annum, (v) December 1, 2015 in the principal amount of \$219,317.99 and bearing interest at a rate of 5.375% per annum, (vi) December 1, 2016 in the principal amount of \$204,696.79 and bearing

interest at a rate of 5.375% per annum, (vii) December 1, 2016 in the principal amount of \$33,487.26 and bearing interest at a rate of 4.700% per annum, (viii) December 1, 2017 in the principal amount of \$240,070.65 and bearing interest at a rate of 5.500% per annum, (ix) December 1, 2018 in the principal amount of \$260,823.32 and bearing interest at a rate of 5.500% per annum, (x) December 1, 2019 in the principal amount of \$570,226.76 and bearing interest at a rate of 5.500% per annum, (xi) December 1, 2020 in the principal amount of \$629,654.86 and bearing interest at a rate of 5.500% per annum, (xii) December 1, 2020 in the principal amount of \$77,822.51 and bearing interest at a rate of 5.000% per annum, (xiii) December 1, 2021 in the principal amount of \$405,620.36 and bearing interest at a rate of 5.500% per annum, (xiv) December 1, 2022 in the principal amount of \$1,466,364.76 and bearing interest at a rate of 5.125% per annum, (xv) December 1, 2022 in the principal amount of \$77,822.51 and bearing interest at a rate of 5.050% per annum, (xvi) December 1, 2023 in the principal amount of \$917,833.98 and bearing interest at a rate of 5.500% per annum, (xvii) December 1, 2023 in the principal amount of \$18,666.06 and bearing interest at a rate of 5.100% per annum, (xviii) December 1, 2024 in the principal amount of \$1,175,355.74 and bearing interest at a rate of 5.000% per annum, (xix) December 1, 2027 in the principal amount of \$3,989,700.72 and bearing interest at a rate of 5.500% per annum, (xx) December 1, 2027 in the principal amount of \$161,304.84 and bearing interest at a rate of 5.100% per annum, and (xxi) December 1, 2031 in the principal amount of \$6,757,823.84 and bearing interest at a rate of 5.000% per annum.

"2002A UMDNJ Bonds" shall mean the \$224,130,000 aggregate principal amount of University of Medicine and Dentistry of New Jersey Bonds, 2002 Series A, dated May 8, 2002, issued by the University of Medicine and Dentistry of New Jersey.

"2009B Escrow Agent" means U.S. Bank National Association and its successors and assigns.

"2009B NJEFA Bonds" shall mean the \$258,075,000 Revenue Refunding Bonds, University of Medicine and Dentistry of New Jersey Issue, Series 2009 B, dated April 1, 2009, issued by the New Jersey Educational Facilities Authority.

"2009B Refunded Bonds" means, collectively, the 2009B NJEFA Bonds maturing on (i) December 1, 2013 in the principal amount of \$1,290,787.22 and bearing interest at a rate of 5.500% per annum, (ii) December 1, 2014 in the principal amount of \$1,405,134.13 and bearing interest at a rate of 6.000% per annum, (iii) December 1, 2015 in the principal amount of \$1,544,735.58 and bearing interest at a rate of 5.750% per annum, (iv) December 1, 2016 in the principal amount of \$324,099.84 and bearing interest at a rate of 6.000% per annum, (v) December 1, 2017 in the principal amount of \$3,034,753.01 and bearing interest at a rate of 6.000% per annum, (vi) December 1, 2018 in the principal amount of \$1,828,849.07 and bearing interest at a rate of 6.250% per annum, (vii) December 1, 2019 in the principal amount of \$1,504,749.24 and bearing interest at a rate of 6.500% per annum, (viii) December 1, 2020 in the principal amount of \$1,445,120.48 and bearing interest at a rate of 6.500% per annum, (ix) December 1, 2023 in the principal amount of \$4,164,893.34 and bearing interest at a rate of 7.125% per annum, and (x) December 1, 2032 in the principal amount of \$18,819,537.41 and bearing interest at a rate of 7.500% per annum.

"2013A Bonds" means The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000, issued pursuant to the Act, the Resolution and this Indenture.

"2013B Bonds" means The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable), in the original principal amount of \$29,690,000, issued pursuant to the Act, the Resolution and this Indenture.

"UMDNJ" means the University of Medicine and Dentistry of New Jersey.

"Value" as of any particular time of determination, means:

- (a) For securities:
 - (1) the closing bid price quoted by Interactive Data Systems, Inc.; or
 - (2) a valuation performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date; or
 - (3) the lower of two dealer bids on the valuation date; the dealers or their parent holding companies must be rated at least investment grade by Moody's and S&P and must be market makers in the securities being valued; or
 - (4) a valuation performed by a pricing service acceptable to the Trustee; or
 - (5) for any security maturing within 30 days of the valuation date, the maturity value of the security including interest to be paid on the maturity date;
- (b) As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest; and
- (c) With respect to any investment agreement, the total amount that may be withdrawn therefrom for the purposes of the fund in which it is held.

"Written Request" means a request in writing signed by an Authorized Officer of the Authority or Public University, as applicable.

"Yield" shall have the meaning assigned to that term in the Tax Agreement.

Section 1.02 Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

(a) The terms defined in this Article I include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GASB to the extent applicable.

(c) The words "herein," "hereof," "hereunder," "hereto" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(d) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

(e) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 2.01 Amount of Bonds; Purpose. No Bonds may be issued under this Indenture except in accordance with this Article II. The Bonds shall be issued and secured under this Indenture for the purposes set forth in the Recitals. The total aggregate principal amount of Bonds that may be issued as provided in Section 2.02 is hereby expressly limited to \$56,570,000.

Section 2.02 Issuance of the Bonds.

The Bonds are hereby authorized to be issued and secured hereunder as follows:

(a) **Designations, Denominations, Numbering and Dating.**

(i) The 2013A Bonds shall be designated "The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A ". The 2013A Bonds shall be issuable as fully registered bonds without coupons in Authorized Denominations and shall be numbered consecutively from RA-1 upward in the order of their issuance. The 2013A Bonds shall initially be dated the date of their initial issuance and delivery, and thereafter shall be dated the date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the 2013A Bonds shall be in default, 2013A Bonds issued in lieu of 2013A Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the 2013A Bonds surrendered.

(ii) The 2013B Bonds shall be designated "The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable)". The 2013B Bonds shall be issuable as fully registered bonds without coupons in Authorized Denominations and shall be numbered consecutively from RB-1 upward in the order of their issuance. The 2013B Bonds shall initially be dated the date of their initial issuance and delivery, and thereafter shall be dated the date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the 2013B Bonds shall be in default, 2013B Bonds issued in lieu of 2013B Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the 2013B Bonds surrendered.

For purposes of this Indenture, the 2013B Bonds shall be designated as Taxable Bonds.

(b) **Principal Amounts, Maturity and Interest.**

(i) The 2013A Bonds shall be issued in an aggregate principal amount of \$26,880,000, shall bear interest payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2013, at the rates per annum set forth below and shall mature on December 1 (subject to prior redemption as

provided in Article III) of each year in the years and in the principal amounts as follows:

Due (December 1)	Principal Amount	Interest Rate	Due (December 1)	Principal Amount	Interest Rate
2013	\$340,000	3.000%	2021	\$1,030,000	4.000%
2014	345,000	3.000	2022	1,970,000	5.000
2015	645,000	3.000	2023	1,405,000	5.000
2016	810,000	3.000	2024	1,580,000	5.000
2017	835,000	4.000	2025	1,655,000	5.000
2018	865,000	4.000	2026	1,795,000	5.000
2019	1,060,000	4.000	2027	1,880,000	5.000
2020	1,160,000	5.000	2032	9,505,000	5.000

(i) The 2013B Bonds shall be issued in an aggregate principal amount of \$29,690,000, shall bear interest payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2013, at the rates per annum set forth below and shall mature on December 1 (subject to prior redemption as provided in Article III) of each year in the years and in the principal amounts as follows:

Due (December 1)	Principal Amount	Interest Rate	Due (December 1)	Principal Amount	Interest Rate
2013	\$1,525,000	0.890%	2019	\$1,465,000	2.885%
2014	1,475,000	1.190	2020	1,465,000	3.185
2015	1,385,000	1.522	2021	1,675,000	3.528
2016	1,520,000	1.752	2024	3,145,000	4.178
2017	1,550,000	2.240	2025	1,240,000	4.328
2018	1,595,000	2.540	2032	11,650,000	5.160

Section 2.03 Determination of Interest Payable.

Each series of Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such Bonds to which interest has been paid, unless the date of such Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such Bond is prior to the first Interest Payment Date of the Bonds, in which case interest shall be payable from the dated date of the Bonds, or unless the date of such Bond is between a Record Date, and the next succeeding interest payment date, in which case from such interest payment date.

Section 2.04 Reserved.

Section 2.05 Conditions To Delivery of Bonds.

(a) The Bonds shall be executed substantially in the form and manner set forth in Section 2.08 and furnished to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee there shall be filed or deposited with the Trustee the following:

(i) A copy, certified as true and correct by the Secretary or Assistant Secretary of the Authority, of the Resolution adopted by the Authority authorizing the issuance of the Bonds and the execution of this Indenture, the Lease Agreement and any other Bond Documents to which it is a party.

(ii) A copy, duly certified as true and correct by the Secretary or an Assistant Secretary of the Public University, of the resolution adopted and approved by the Public University authorizing the execution and delivery of the Ground Lease and the Lease Agreement.

(iii) An original executed counterpart of this Indenture, the Ground Lease, the Lease Agreement, the Escrow Deposit Agreement and each of the other Bond Documents.

(iv) A request and authorization to the Trustee on behalf of the Authority, executed by a Authorized Officer of the Authority, to authenticate the Bonds and deliver each series of the Bonds to the respective Original Purchaser thereof upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the respective Original Purchaser and the amount of such purchase price.

(v) An opinion of bond counsel, dated the Closing Date, in substantially the form attached as an appendix to the Official Statement.

(vi) A certificate of the Authority setting forth (A) the amount of proceeds of the sale of the Bonds and any other funds to be applied to the Refinancing Project, (b) the amount of the proceeds and other funds mentioned in clause (A) to be deposited with the 2002A Escrow Agent (B) the amount of the proceeds and other funds mentioned in clause (A) to be deposited with the 2009B Escrow Agent, (C) the amount of the proceeds and other funds mentioned in clause (A) to be deposited to the credit of the 2013A Sub-Account of the Cost of Issuance Account of the Refinancing Project Fund, and (D) the amount of the proceeds and other funds mentioned in clause (A) to be deposited to the credit of the 2013B Sub-Account of the Cost of Issuance Account of the Refinancing Project Fund.

(vii) Such other certificates, statements, receipts, opinions and documents as the Authority shall reasonably require for the delivery of the Bonds.

(b) When the documents specified in subsection (a) shall have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver each series of the Bonds to or upon the order of the respective Original Purchaser thereof, but only upon payment to the Trustee of the respective purchase price of each series of the Bonds as specified in the request and authorization by the Authority. The net proceeds of the sale of each series of the Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV.

Section 2.06 Forms and Denominations of Bonds.

(a) 2013A Bonds.

(i) The 2013A Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the forms set forth in Exhibit "A" hereto, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The 2013A Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

(ii) The 2013A Bonds shall be issuable in the form of fully registered Bonds without coupons in Authorized Denominations.

(b) 2013B Bonds.

(i) The 2013B Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the forms set forth in Exhibit "B" hereto, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The 2013B Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

(ii) The 2013B Bonds shall be issuable in the form of fully registered Bonds without coupons in Authorized Denominations.

Section 2.07 Method and Place of Payment of Bonds.

(a) The Trustee is hereby designated as the Authority's Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

(b) The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

(c) The principal of and the redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the Principal Office of the Trustee or of any Paying Agent named in the Bonds.

(d) The interest payable on each Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such Bond is registered on the Bond Register at the close of business on the Record Date for such interest, (i) by check or draft mailed on the

applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by such Owner or (ii) by electronic transfer in immediately available funds, if the Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least \$1,000,000, such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

Section 2.08 Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Executive Director and attested by the manual or facsimile signature of its Executive Director (provided the Bonds are not executed by the Executive Director) or Deputy Executive Director, Secretary or any Assistant Secretary, and shall have the official common seal of the Authority or a facsimile thereof affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the forms set forth in Exhibit "A" and Exhibit "B" hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any Authorized Officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at anyone time.

Section 2.09 Registration, Transfer and Exchange of Bonds.

(a) The Trustee is hereby appointed Bond Registrar and as such shall keep the Bond Register at its Principal Office.

(b) Any Bond may be transferred only upon the Bond Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the

name of the transferee, of any Authorized Denomination or Denominations, in an equal aggregate principal amount and of the same maturity and bearing interest at the same rate.

(c) Any Bonds, upon surrender thereof at the Principal Office of the Trustee, together with an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any Authorized Denomination or Denominations, and bearing interest at the same rate.

(d) In all cases in which Bonds shall be exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Authority, the Trustee or the Securities Depository may make a charge against the Bondowner requesting the same for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange hereunder and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Public University. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

(f) The Trustee shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of any notice of redemption of Bonds and ending at the close of business on the day of such mailing, (ii) any Bond so selected for redemption in whole or in part, or (iii) any Bond during a period beginning at the opening of business on any Record Date and ending at the close of business on the relevant Interest Payment Date.

(g) The Person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute Owner of such Bond for all purposes, and payment of or on account of the principal of and redemption premium, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) At reasonable times upon prior Written Request and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Public University, the Authority or by the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 2.10 Temporary Bonds.

(a) Until definitive Bonds are ready for delivery, the Authority may execute, and upon the Written Request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds.

(b) If temporary Bonds shall be issued, the Authority shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its Principal Office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond in the same aggregate principal amount and of the same maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together, in either such case, with such security or indemnity as may be required by the Trustee to save the Authority and the Trustee harmless. In the event any such Bond shall have matured or shall have been selected for redemption, instead of issuing a substitute Bond, the Trustee in its discretion may pay, with funds available under this Indenture for such purpose, such Bond without surrender thereof (except in the case of a mutilated Bond). Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Bondowner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.12 Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled and destroyed by the Trustee in compliance with all applicable laws and regulations and the record retention requirements of the Trustee upon the payment, redemption or purchase of such Bonds and the sun-ender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so canceled and destroyed, and shall file executed counterparts of such certificate with the Authority and the Public University.

Section 2.13 Book-Entry; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in subsection (b) below. It is anticipated that during the term of the Bonds, the

Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, redemption premium, if any, and interest on the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial Owners as described in subsection (b) below.

(b) If (i) the Authority determines (A) that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (B) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, or (ii) the Trustee receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect to the Trustee by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, then the Trustee, based on information provided to it by the Securities Depository, shall notify the beneficial Owners of the Bonds of such determination or such notice and of the availability of certificates to beneficial Owners of the Bonds requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (i)(A) of this subsection (b), the Authority with the consent of the Trustee may select a successor Securities Depository in accordance with subsection (c) to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the Registered Owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Authority, the Trustee or the Public University is unable to locate a qualified successor Securities Depository in accordance with subsection (c) below, then the Trustee shall authenticate and cause delivery of Replacement Bonds, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Public University.

(c) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Authority may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in Authorized Denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 3.02 Redemption of Bonds.

(a) Optional Redemption.

(i) **2013A Bonds.**

(A) Optional Redemption. The 2013A Bonds maturing on or after December 1, 2024, are subject to redemption prior to maturity on or after December 1, 2023, at the option of the Authority with the consent of the Public University, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, with the consent of the Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations) at any time or from time to time at 100% of the principal amount thereof, together with accrued interest to the date of redemption.

(B) Extraordinary Optional Redemption. The 2013A Bonds are subject to redemption prior to maturity at the option of the Authority, with the consent of the Public University, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, with the consent of the Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations) at any time or from time to time to the extent of any insurance or condemnation award deposited in the Debt Service Fund pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, if all or a substantial portion of the Project Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto.

(ii) **2013B Bonds.**

(A) Optional Make-Whole Redemption. The 2013B Bonds are subject to redemption prior to maturity at any time at the option of the Authority, with the consent of the Public University, prior to maturity, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, with the consent of the Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations), on any Business Day at the Make-Whole Redemption Price.

(B) Extraordinary Optional Redemption. The 2013B Bonds are subject to redemption prior to maturity at the option of the Authority, with the consent of the Public University, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, with the consent of the Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations) at any time or from time to time to the extent of any insurance or condemnation award deposited in the Debt Service Fund pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, if all or a substantial portion of the Project Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto.

(b) Mandatory Sinking Fund Redemption.

(i) **2013A Bonds.** The 2013A Bonds maturing on December 1, 2032 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2028	\$1,975,000
2029	2,075,000
2030	2,175,000
2031	2,280,000
2032*	<u>1,000,000</u>
Total	\$9,505,000

*Final Maturity

(ii) **2013B Bonds.** The 2013B Bonds maturing on December 1, 2024 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2022	\$620,000
2023	1,330,000
2024*	<u>1,195,000</u>
Total	\$3,145,000

*Final Maturity

The 2013B Bonds maturing on December 1, 2032 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2026	\$1,190,000
2027	1,245,000
2028	1,315,000
2029	1,380,000
2030	1,460,000
2031	1,535,000
2032*	<u>3,525,000</u>
Total	\$11,650,000

*Final Maturity

Section 3.03 Selection of Bonds to be Redeemed.

(a) 2013A Bonds.

(i) The 2013A Bonds shall be redeemed only in Authorized Denominations. If less than all of the 2013A Bonds are to be redeemed prior to maturity and in any principal amount within a maturity, such 2013A Bonds shall be called for redemption in any order of maturity as the Authority may designate with the consent of the Public University. If the 2013A Bonds are registered in book-entry form, and so long as DTC or a successor Securities Depository is the sole Registered Owner of such 2013A Bonds and if fewer than all of such 2013A Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular 2013A Bonds to be redeemed shall be selected on a pro-rata pass-through distribution of principal basis in accordance with DTC procedures; provided that, so long as the 2013A Bonds are held in book-entry form, the selection for redemption of such 2013A Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro-rata pass-through distribution of principal basis, the 2013A Bonds will be selected for redemption in accordance with DTC procedures, by lot; provided that any such redemption must be performed such that all 2013A Bonds remaining Outstanding will be in Authorized Denominations.

If the 2013A Bonds are no longer in registered book-entry form and DTC or a successor Securities Depository is no longer the sole Registered Owner of the 2013A Bonds, if fewer than all of the 2013A Bonds of the same maturity and bearing the same rate of interest are to be redeemed, such 2013A Bonds of the same maturity and bearing such interest rate will be selected on a pro-rata basis within any maturity as shall be selected by the Trustee by lot; provided that any such redemption must be performed such that all 2013A Bonds remaining Outstanding will be in Authorized Denominations.

For purposes of calculating pro-rata pass-through distributions of principal, "pro-rata" means, for any amount of principal or interest to be paid, the application of a fraction to such amounts where (A) the numerator of which is equal to the amount due to the respective registered Owners of the 2013A Bonds on a payment date and (b) the denominator of which is equal to the total original principal amount of the 2013A Bonds.

(ii) In the case of a partial redemption of 2013A Bonds when such 2013A Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate 2013A Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2013A Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the Owner of

such 2013A Bond or such Owner's attorney or legal representative shall forthwith present and surrender such 2013A Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof for a new 2013A Bond or 2013A Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2013A Bond. If the Owner of any such 2013A Bond shall fail to present such 2013A Bond to the Trustee for payment and exchange as aforesaid, said 2013A Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

(iii) The Trustee shall call 2013A Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days prior to the redemption date of a Written Request of the Authority. Such request shall specify the principal amount of the 2013A Bonds and their maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such 2013A Bonds are to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory sinking fund redemption of 2013A Bonds pursuant to Section 3.02(b)(i), and such 2013A Bonds, subject to the exercise by the Authority of its rights under Section 3.02(c), shall be called by the Trustee for redemption pursuant to such mandatory sinking fund redemption requirements without the necessity of any action by the Authority and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) 2013B Bonds.

(i) The 2013B Bonds shall be redeemed only in Authorized Denominations. If less than all of the 2013B Bonds are to be redeemed prior to maturity and in any principal amount within a maturity, such 2013B Bonds shall be called for redemption in any order of maturity as the Authority may designate with the consent of the Public University. If the 2013B Bonds are registered in book-entry form, and so long as DTC or a successor Securities Depository is the sole Registered Owner of such 2013B Bonds and if fewer than all of such 2013B Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular 2013B Bonds to be redeemed shall be selected on a pro-rata pass-through distribution of principal basis in accordance with DTC procedures; provided that, so long as the 2013B Bonds are held in book-entry form, the selection for redemption of such 2013B Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro-rata pass-through distribution of principal basis, the 2013B Bonds will be selected for redemption in accordance with DTC procedures, by lot; provided that any such redemption must be performed such that all 2013B Bonds remaining Outstanding will be in Authorized Denominations.

If the 2013B Bonds are no longer in registered book-entry form and DTC or a successor Securities Depository is no longer the sole Registered Owner of the 2013B Bonds, if fewer than all of the 2013B Bonds of the same maturity and bearing the same rate of interest are to be redeemed, such 2013B Bonds of the same maturity and bearing such interest rate will be selected on a pro-rata basis within any maturity as shall be selected by the Trustee by lot; provided that any such redemption must be performed such that all 2013B Bonds remaining Outstanding will be in Authorized Denominations.

For purposes of calculating pro-rata pass-through distributions of principal, "pro-rata" means, for any amount of principal or interest to be paid, the application of a fraction to such amounts where (A) the numerator of which is equal to the amount due to the respective registered Owners of the 2013B Bonds on a payment date and (b) the denominator of which is equal to the total original principal amount of the 2013B Bonds.

(ii) In the case of a partial redemption of the 2013B Bonds when such 2013B Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate 2013B Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2013B Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the Owner of such 2013B Bond or such Owner's attorney or legal representative shall forthwith present and surrender such 2013B Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof for a new 2013B Bond or 2013B Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2013B Bond. If the Owner of any such 2013B Bond shall fail to present such 2013B Bond to the Trustee for payment and exchange as aforesaid, said 2013B Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

(iii) The Trustee shall call 2013B Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days prior to the redemption date of a Written Request of the Authority. Such request shall specify the principal amount of the 2013B Bonds and their maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such 2013B Bonds are to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory sinking fund redemption of 2013B Bonds pursuant to Section 3.02(b)(ii), and such 2013B Bonds, subject to the exercise by the Authority of its rights under Section 3.02(c), shall be called by the Trustee for redemption pursuant to such mandatory sinking fund redemption requirements

without the necessity of any action by the Authority and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 3.04 Notice and Effect of Call for Redemption.

Official notice of any such redemption shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the redemption date to each Registered Owner of the series of Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, and such mailing shall be a condition precedent to such redemption.

All official notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Bonds of such series are to be redeemed, the identification number and the respective principal amounts to be redeemed of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Trustee for the payment of Bonds.

Any notice of redemption of any series of Bonds pursuant to Section 3.02(a) may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds of such series or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds, or portions thereof shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Trustee in accordance with Section 2.12 and shall not be reissued. A second notice of redemption shall be given within 60 days after the redemption date in the manner required herein to the Bondowners of redeemed Bonds which have not been presented for payment within 30 days after the redemption date.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Authority as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed (provided that the notice may contain the Trustee's standard disclaimer as to the correctness and use of the CUSIP numbers); (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service or facsimile or electronic submission to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section 3.04 only to the Securities Depository in the form prescribed by the Securities Depository to the Securities Depository at 55 Water Street, New York, New York 10041, Attention: Call Notification Department (Email: redemptionnotification@dtcc.com) or at such other address as may be provided in writing to the Trustee from time to time. The foregoing notice of redemption shall be sent to the Securities Depository at least thirty (30) days prior to the redemption date by certified or registered mail, overnight delivery service, electronic mail with confirmation of receipt or by any other secure method which enables the Trustee subsequently to verify the transmission of such notice. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial Owner of a Bond (having been mailed notice from the Trustee, a Participant or otherwise) to notify the beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Failure of any Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. Any notice mailed shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives the notice.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 4.01 Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the Authority to be designated as follows:

(a) "Camden County Improvement Authority Refinancing Project Fund, Rowan University School of Osteopathic Medicine Project" (the "Project Fund") from which moneys deposited into the Refinancing Project Fund shall be expended in accordance with the provisions of Section 4.02 hereof which Refinancing Project Fund shall have a "Costs of Issuance Account" and within such Cost of Issuance Account, a "2013A Sub-Account" and a "2013B Sub-Account" for purposes of paying the Costs of Issuance allocable to each series of the Bonds.

(b) "Camden County Improvement Authority Debt Service Fund, Rowan University School of Osteopathic Medicine Project" (the "Debt Service Fund").

(c) "Camden County Improvement Authority Rebate Fund, Rowan University School of Osteopathic Medicine Project" (the "Rebate Fund").

(d) "Camden County Improvement Authority Additional Lease Payments Fund, Rowan University School of Osteopathic Medicine Project" (the "Additional Lease Payments Fund").

(e) The Trustee shall establish such additional accounts or sub accounts within such funds as are called for by the provisions hereof at such time or times as such accounts or sub accounts are required or become applicable or as directed by the Authority.

Section 4.02 Deposit of Bond Proceeds and Other Moneys.

(a) **2013A Bonds.** The aggregate principal amount of the 2013A Bonds of \$26,880,000.00, plus original issue premium of \$2,762,787.25, less underwriter's discount of \$127,694.53, totaling \$29,515,092.72, shall be applied as follows:

(i) \$437,520.20 shall be deposited into the 2013A Sub-Account of the Costs of Issuance Account in the Refinancing Project Fund; and

(ii) (A) The Authority, the Public University and the Trustee hereby acknowledge that, on the date hereof, the Original Purchaser shall wire \$15,713,017.58 of the proceeds of the 2013A Bonds directly to the 2002A Escrow Agent according to the wiring instructions previously provided to the Original Purchaser, which funds, together with other available funds on deposit with the 2002A Escrow Agent, shall be utilized by the 2002A Escrow Agent for the purpose of defeasing and redeeming the 2002A Refunded Bonds in accordance with the terms and provisions of the 2002A Escrow Agreement.

(B) The Authority, the Public University and the Trustee hereby acknowledge that, on the date hereof, the Original Purchaser shall wire \$13,364,554.94 of the proceeds of the 2013A Bonds directly to the 2009B Escrow Agent according to the wiring instructions previously provided to the Original Purchaser, which funds, together with other available funds on deposit with the 2009B Escrow Agent, shall be utilized by the 2009B Escrow Agent for the purpose of defeasing and redeeming a portion of the 2009B Refunded Bonds in accordance with the terms and provisions of the 2009B Escrow Agreement.

(b) **2013B Bonds.** The aggregate principal amount of the 2013B Bonds of \$29,690,000.00, less underwriter's discount of \$136,459.17, totaling \$29,553,540.83, shall be applied as follows:

(i) \$480,052.71 shall be deposited into the 2013B Sub-Account of the Costs of Issuance Account in the Refinancing Project Fund; and

(ii) The Authority, the Public University and the Trustee hereby acknowledge that, on the date hereof, the Original Purchaser shall wire \$29,073,488.12 of the proceeds of the 2013B Bonds directly to the 2009B Escrow Agent according to the wiring instructions previously provided to the Original Purchaser, which funds, together with other available funds on deposit with the 2009B Escrow Agent, shall be utilized by the 2009B Escrow Agent for the purpose of defeasing and redeeming a portion of the 2009B Refunded Bonds in accordance with the terms and provisions of the 2009B Escrow Agreement.

Section 4.03 Application of Moneys in Refinancing Project Fund.

(a) As soon as practicable after the delivery of the Bonds, the Authority shall direct, in writing, the Trustee to pay from the 2013A Sub-Account and the 2013B Sub-Account, as applicable, of the Costs of Issuance Account to the firms, corporations or Persons entitled thereto the Costs of Issuance allocable to each series of the Bonds, including but not limited to the legal, administrative, financing and incidental expenses of the Authority relating to the issuance of the Bonds. Notwithstanding any other provisions of this Section 4.03, the Trustee shall, without further direction ninety (90) days after the date of issuance of the Bonds, deposit: (i) in the Debt Service Fund, the balance, if any, then remaining in the 2013A Sub-account of the Cost of Issuance Account; and (ii) in the Debt Service Fund, the balance, if any, then remaining in the 2013B Sub-account of the Cost of Issuance Account.

(b) Any moneys deposited by the Original Purchaser with the 2002A Escrow Agent and the 2009B Escrow Agent shall be used only to pay the costs of the defeasing and redeeming the 2002A Refunded Bonds and the 2009B Refunded Bonds in accordance with the terms and provisions of the applicable Escrow Deposit Agreement.

(c) Payments pursuant to paragraph (a) of this Section 4.03 shall be made in accordance with a Certificate or Certificates signed by an Authorized Officer of the Authority, acknowledged by an Authorized Officer of the Public University, stating the names of the payees, the purpose of each payment in terms sufficient for identification and the respective

amounts of each such payment and the applicable sub account of the Costs of Issuance Account from which such Cost of Issuance shall be paid.

(d) Payments made by the Original Purchaser pursuant to paragraph (b) of this Section 4.03 shall be made in accordance with the direction provided to the Trustee pursuant to a Certificate or Certificates signed by an Authorized Officer of the Authority, acknowledged by an Authorized Officer of the Public University and filed with the Trustee, describing in reasonable detail the purpose of such payment and the amount thereof.

Section 4.04 Reserved.

Section 4.05 Reserved.

Section 4.06 Additional Lease Payments Fund. The Trustee shall deposit all Additional Lease Payments received pursuant to the terms of Section 4.05 of the Agreement to the Additional Lease Payments Fund and shall pay such fees and expenses for which such Additional Lease Payments were made when due or, if paid pursuant to Section 4.06(e) of the Lease Agreement for deposit in the Rebate Fund, shall transfer such payments to the Rebate Fund.

Section 4.07 Debt Service Fund.

(a) The Trustee shall make deposits and credits to the Debt Service Fund, as and when received, as set forth below.

(i) All Basic Lease Payments payable by the Public University to the Authority specified in Section 4.05 of the Lease Agreement. The Basic Lease Payments shall be withdrawn by the Trustee from the Rental Pledge Account and deposited in the Debt Service Fund on each June 1 and December 1, commencing on December 1, 2013.

(ii) The balance-of the Net Proceeds of condemnation awards, sale under threat of condemnation or insurance received by the Trustee pursuant to the Lease Agreement.

(iii) Interest earnings and other income on Investment Obligations required to be deposited in the Debt Service Fund pursuant to Section 5.02 hereof

(iv) All other moneys received by the Trustee under the Lease Agreement or any other Bond Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

(b) Except as otherwise provided in Article VII hereof or elsewhere herein, moneys in the Debt Service Fund shall be expended, on a pro rata basis, solely as follows: (i) to pay interest on the Bonds as the same becomes due; (ii) to pay principal of the Bonds as the same mature or become due upon mandatory sinking fund redemption, if any; and (iii) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption (other than mandatory sinking fund redemption, if any) prior to maturity.

(c) The Authority hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any.

(d) Whenever there is on deposit in the Debt Service Fund moneys sufficient to redeem all or a portion of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, the Trustee shall, upon Written Request of the Authorized Officer of the Authority with the consent of the Public University, take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Public University. Any moneys in the Debt Service Fund may be used to redeem a part of the Bonds Outstanding, in accordance with Article III hereof, so long as the Public University is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amounts required to be on deposit therein pursuant to Section 4.05 of the Lease Agreement and the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment.

(e) After payment in full of the principal of and redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), all rebatable arbitrage to the United States of America and the fees, charges and expenses of the Trustee, any Paying Agent and the Authority, and any other amounts required to be paid under this Indenture and the Lease Agreement, all amounts remaining in the Debt Service Fund shall be paid to the Public University upon the expiration or sooner termination of the Lease Agreement.

Section 4.08 Rebate Fund.

(a) The Rebate Fund shall be held for the benefit of the United States of America and not for the benefit of the Holders of the Bonds, which Holders shall have no rights in or to such fund.

(b) Subject to this Section 4.08, as of the last day of each fifth Bond Year or more frequently as determined by the Authority (each, a "Rebate Computation Date"), the Authority shall calculate, or cause to be calculated, the amount required to be paid to the United States of America ("Rebatable Arbitrage") pursuant to Section 148 of the Internal Revenue Code. On or before the sixtieth day after such date, the Trustee at the written direction of the Authority, and upon the receipt of funds from the Public University shall deposit in the Rebate Fund the amount, if any, needed to increase the amount in such Fund to an amount equal to one hundred percent (100%) of the Rebatable Arbitrage for the period from the date of issuance of the Bonds to the Rebate Computation Date at issue, or shall transfer from the Rebate Fund to the Debt Service Fund the amount, if any, needed to reduce the amount in the Rebate Fund to 90% of the amount of the Rebatable Arbitrage for such period.

(c) Subject to this Section 4.08, as of the last day on which the last 2013A Bond remaining Outstanding is retired (the "Final Computation Date"), the Authority shall calculate, or cause to be calculated, the amount required to be paid to the United States of America pursuant to Section 148 of the Internal Revenue Code. On or before the sixtieth day after such date, the Trustee, at the written direction of the Authority, and upon the receipt of funds from the Public University, shall deposit in the Rebate Fund the amount, if any, needed to increase the amount in such Fund to an amount equal to the Rebatable Arbitrage for the period from the date of issuance of the Bonds to the Final Computation Date, or shall transfer from the Rebate Fund to the Debt Service Fund the amount, if any, needed to reduce the amount in the Rebate Fund to the amount of the Rebatable Arbitrage for such period.

After making any transfer required for a Rebate Computation Date and the Final Computation Date, the Authority shall immediately pay or cause to be paid to the United States of America the amount in the Rebate Fund. The amounts in the Rebate Fund shall not be subject to the claim of any party, including any Bondholder, and shall not be paid to any party other than the United States of America.

All amounts in the Rebate Fund shall be used and withdrawn by the Authority or the Trustee solely for the purposes set forth in this Section 4.08. In the event the amount in the Rebate Fund is for any reason insufficient to pay to the United States of America the amounts due as calculated in this Section, the Public University, or the Trustee at the written direction of the Authority and upon the receipt of funds from the Public University, shall deposit in the Rebate Fund the amount for such deficiency.

(c) Notwithstanding the provisions of this Section 4.08, the Authority hereby agrees to calculate or cause to be calculated the amount to be deposited in the Rebate Fund and the amount to be rebated to the United States of America pursuant to Section 148(f) of the Internal Revenue Code in a manner not inconsistent with its arbitrage covenants set forth in the Tax Agreement. Such calculation shall give regard to all regulations applicable to such Section 148(f) including any temporary regulations heretofore or hereafter released.

(d) The Authority and the Public University agree that the Trustee shall not be liable for any damages, costs or liabilities resulting from the performance of the Trustee's duties and obligations hereunder, except that the Trustee shall be liable for its negligence or willful misconduct. The Public University shall indemnify and hold harmless the Trustee from and against any liabilities which the Trustee may incur in the exercise and performance of its duties and obligations hereunder, excepting only those damages, costs, expenses or liabilities caused by the Trustee's negligence or willful misconduct. In making any deposit or transfer to or payment from the Rebate Fund, the Trustee shall be entitled to rely conclusively and solely on the written instructions of the Authority and shall have no duty to examine such written instruments to determine the accuracy of the Authority's calculation of the Rebatable Arbitrage or the amounts to be paid to the United States. In the event that the Public University or the Authority shall not comply with their respective obligations hereunder, the Trustee shall have no obligation to cause compliance on their respective behalf. The indemnification provisions of this Section 4.08 shall survive the termination of this Indenture and the removal or resignation of the Trustee.

Section 4.09 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or other day that is not a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.10 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee, to hold such funds in trust in a separate trust account, uninvested and without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. Thereupon it shall be the duty of the Trustee to comply with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq. with respect to such funds in accordance with the Trustee's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq. Any money held by the Trustee pursuant to this Section 4.10 shall be held uninvested and without any liability for interest.

Section 4.11 Reports From Trustee. The Trustee shall furnish monthly to the Authority and the Public University a report on the status of each of the funds and accounts established under this Article IV which are held by the Trustee, showing at least the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month.

Section 4.12 Certain Verifications. The Authority, from time to time, may cause a firm of attorneys, consultants or Independent accountants or an investment banking firm acceptable to the Authority to supply the Authority or the Public University with such information as the Authority or the Public University may request in order to determine in a manner reasonably satisfactory to the Authority or the Public University all matters relating to (a) the Yield on the 2013A Bonds as the same may relate to any data or conclusions necessary to verify that the 2013A Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Public University. The Authority and the Public University authorize the Trustee to provide to such firm(s) such information as may be required by such firm(s) to make such determinations which the Trustee has maintained on its records pursuant to this Indenture.

ARTICLE V

DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 5.01 Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with this Indenture and the Lease Agreement, and, until used or applied as herein provided, shall (except for moneys in the Rebate Fund and the Additional Lease Payments Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Authority or the Public University except as provided under Section 5.02 hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 5.02 Investment of Moneys. Moneys held in each of the funds and accounts hereunder shall, pursuant to the oral (confirmed promptly in writing) or written direction of the Authority, be invested and reinvested by the Trustee in accordance with the provisions hereof in Investment Obligations which mature or are subject to redemption by the Owner thereof prior to the date such funds are expected to be needed. Notwithstanding any other provision of this Indenture, if the Trustee fails to receive written directions of the Authority regarding investment of funds pursuant to this Section 5.02, moneys held in any fund or account hereunder shall be invested or reinvested in shares of an open-end, diversified investment company which is registered under the Investment Company Act of 1940, as amended, and which invests its assets exclusively in obligations of or guaranteed by the United States of America or any instrumentality or agency thereof, and for which the Trustee may not act as the investment manager or advisor. The Trustee may make any investments permitted by this Section 5.02 through its own or its affiliate's bond department or investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Investment Obligations shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on and any profit realized from such Investment Obligations (other than any amounts required to be deposited in the Rebate Fund pursuant to Section 4.08 hereof) shall be credited to such fund or account, and any loss resulting from such Investment Obligations shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Obligations whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account. The Trustee shall not be responsible for any loss or decrease in value of the investments made pursuant to this Article V.

Section 5.03 Record Keeping. The Trustee shall maintain records of the investments made pursuant to this Article V and Article IV for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 6.01 Limited Obligations. The Bonds and the interest thereon shall be special and limited obligations of the Authority payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Lease Payments, and other payments derived by the Authority under the Lease Agreement (except for fees and expenses payable to the Authority, the Authority's right to reimbursement as set forth in the Lease Agreement and any payments made by the Trustee or the Public University to meet the rebate requirements of Section 148(f) of the Internal Revenue Code for the 2013A Bonds) as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture. Notwithstanding anything to the contrary in the Resolution, the Bonds or this Indenture, the Bond Payment Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth herein) within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth herein), and shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof other than the Authority (to the limited extent set forth herein) shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof other than the Authority (to the limited extent set forth herein) or any charge upon its general credit or against its taxing power. The Authority has no taxing power.

Section 6.02 Punctual Payment. The Authority represents and warrants and agrees that it will deposit or cause to be deposited in the Debt Service Fund all Basic Lease Payments and any and all other payments and sums received under the Lease Agreement and this Indenture promptly to meet and pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof.

Section 6.03 Authority to Issue Bonds and Execute Indenture. The Authority represents and warrants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the Authority according to the import thereof.

Section 6.04 Performance of Covenants. The Authority covenants that it will (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 6.05 Instruments of Further Assurance. The Authority agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described to the payment of the principal of, redemption premium, if any, and interest on the Bonds, all at the expense of the Public University. The Lease Agreement, all Supplemental Lease Agreements and all other documents, instruments or policies of insurance required by the Trustee shall be delivered to and held by the Trustee.

Section 6.06 Inspection of Books. The Authority agrees that all books and documents in its possession relating to this Indenture, the Lease Agreement, and any other Bond Documents and the transactions relating thereto shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 6.07 Enforcement of Rights. The Authority agrees that the Trustee, as assignee, transferee, pledgee, and Owner of a security interest hereunder in its name or in the name of the Authority may enforce all rights of the Authority and/or the Trustee and all obligations of the Public University under and pursuant to the Lease Agreement for and on behalf of the Bondowners, whether or not the Authority is in default hereunder.

Section 6.08 Tax Covenants.

The Authority covenants, and the Public University has covenanted in the Lease Agreement, not to take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the 2013A Bonds under Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code. The Authority and the Public University will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority or the Public University, or take or omit to take any action that would cause each series of the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code. To that end, the Authority and the Public University will comply with all requirements of Section 148 of the Internal Revenue Code to the extent applicable to the 2013A Bonds. In the event that at any time the Authority or the Public University is of the opinion that for purposes of this Section 6.08 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Lease Agreement or otherwise, the Authority or the Public University shall so instruct the Trustee, in writing, and the Trustee shall take such action as shall be set forth in such instructions. The tax covenants of the Authority and the Public University contained in the Lease Agreement are fully incorporated herein by reference and are made a part of this Indenture as if fully set forth herein.

Without limiting the generality of the foregoing, the Authority and the Public University agree that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Internal Revenue Code and any temporary, proposed or final Treasury Regulations as may be applicable to the 2013A Bonds from time to time. This covenant shall survive payment in full or defeasance of the 2013A Bonds. The Authority and the Public University specifically covenant to pay or cause to be paid to the United States of America at the times and in the amounts determined under Section 4.08 hereof the Rebutable Arbitrage, as described in the Tax Agreement. Notwithstanding any provision of this Section and Section 4.08 hereof, if the Authority, at the expense of the Public University, shall provide to the Public University and the Trustee an opinion of nationally recognized bond counsel to the effect that any action required under this Section 6.08 and Section 4.08 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the 2013A Bonds, the Authority, the Trustee and the Public University may rely conclusively on such opinion.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.01 Events of Default. If anyone or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Indenture:

- (a) default in the due and punctual payment of any interest on any Bond when the same becomes due and payable;
- (b) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when the same becomes due and payable, whether at the stated maturity or accelerated maturity thereof, or upon proceedings for redemption thereof;
- (c) default in the due and punctual payment of any installment of principal on any Bond, when and as the same shall become due and payable;
- (d) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder, or the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any Supplemental Indenture on the part of the Authority to be performed, and such incapacity or default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Public University by the Trustee (which notice may be given by the Trustee in its discretion and shall be given at the written request of the Owners of not less than 10% in aggregate principal amount of the affected Bonds then Outstanding); provided that, if any such default shall be correctable but is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Authority or the Public University within such period and diligently pursued until the default is corrected; or
- (e) any Event of Default as specified in the Lease Agreement has occurred and is continuing and has not been waived.

With regard to any alleged default concerning which notice is given to the Public University under this Section 7.01, the Authority hereby grants the Public University full authority for account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default. Upon the occurrence of an Event of Default for which the Trustee has received notice pursuant to Section 8.03 hereof or under which Section the Trustee is required to take notice, the Trustee shall, within 30 days, give written notice thereof by first class mail to all Bondowners.

Section 7.02 Acceleration of Maturity in Event of Default. If an Event of Default under Section 7.01 hereof occurs, then, without other further action, all Bonds Outstanding shall become and be immediately due and payable, anything in the Bonds or herein to the contrary notwithstanding. In addition, if an Event of Default shall have occurred and be continuing with the consent of the Trustee may, and if requested by the Owners of not less than 25% in principal

amount of the Bonds Outstanding, the Trustee shall by notice in writing delivered to the Authority, and the Public University, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; provided that if at any time after the principal of the Bonds then Outstanding shall have so become due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such acceleration or before the completion of the enforcement of any other remedy under this Indenture, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest in respect to which such default shall have occurred, and all arrears of payments of principal when due, as the case may be, and all fees and expenses of the Trustee in connection with such default shall have been paid or provided for, then the acceleration of the Bonds then Outstanding and the consequences of such acceleration shall be annulled or rescinded, but no such annulment or rescission shall extend to or affect any subsequent acceleration of the Bonds then Outstanding, or impair any right consequent thereon.

Section 7.03 Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Lease Payments, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 7.04 Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding (including any rights of a secured party under the State Uniform Commercial Code) to enforce the payment of the principal of, redemption premium, if any, and interest on the Bonds then Outstanding, to realize on or to foreclose any of its interests or liens hereunder or under any other of the Bond Documents, to exercise any rights or remedies available to the Trustee, to enforce and compel the performance of the duties and obligations of the Authority as herein set forth and to enforce or preserve any other rights or interests of the Trustee hereunder with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) If an Event of Default shall have occurred and be continuing, and if requested in writing so to do by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding and if indemnified as provided in Section 8.02(e) or Section 8.04 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VII as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall, subject to Section 7.07 hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 7.05 Limitation on Exercise of Remedies by Bondowners. No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in Section 8.03 hereof or of which by said Section the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 8.02(e) or Section 8.04 hereof, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Bonds shall have the right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Authority to pay the principal of, redemption premium, if any, and interest on each of the Bonds to their respective Owners at the time, place, from the source and in the manner expressed herein and in the Bonds or affect or interfere with the right of any Owner to institute suit for the enforcement of any such payment.

Section 7.06 Right of Bondowners to Direct Proceedings. Except as provided in Section 7.05 hereof, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, custodian or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceedings so directed would involve it in personal liability for which it has not been indemnified.

Section 7.07 Application of Moneys in Event of Default. Any moneys held or received by the Trustee (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or redemption premium, if any, or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) First: To the payment of all amounts due the Trustee under Section 8.04 hereof;

(b) Second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and redemption premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and redemption premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal, redemption premium, if any, and interest, without any preference or priority, ratably according to the aggregate amount so due; and

(c) Fourth: To the payment of the remainder, if any, to the Public University or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied pursuant to this Section 7.07, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Bonds and interest thereon have been paid under this Section 7.07, and all fees, expenses and charges of the Trustee and the Authority, including attorneys' fees and expenses, have been paid, and all amounts owing to the United States of America under Section 148 of the Internal Revenue Code have been paid, any balance remaining in the Debt Service Fund shall be paid to the Public University.

Section 7.08 Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondowners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every case the Authority, the Public University, the Trustee, and the Bondowners shall be

restored to their former positions and all rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal upon the written direction of the Owners of at least a majority in aggregate principal amount of all Bonds then Outstanding, provided that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) an Event of Default in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission of the Event of Default referred to in clause (a) or (b) above, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest in respect to which such default shall have occurred, and all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every case the Authority, the Public University, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 7.10 Cancellation of Bonds Owned by the Public University. Upon the occurrence of any Event of Default, any Bonds owned by the Public University shall be deemed to be canceled and shall be surrendered to the Trustee, unless the Event of Default has been waived.

ARTICLE VIII

THE TRUSTEE

Section 8.01 Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

- (a) Except during the continuance of an Event of Default,
 - (i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and
 - (ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.
- (b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent trustee would exercise or use under the circumstances.
- (c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that
 - (i) this subsection shall not be construed to limit the effect of subsection (a);
 - (ii) the Trustee shall not be liable for any error of judgment made in good faith by an Authorized Officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;
 - (iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture, and
 - (iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have

reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 8.01.

Section 8.02 Certain Rights of Trustee. Except as otherwise provided in Section 8.01 hereof:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, Certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely conclusively upon a Certificate of Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public University as to the sufficiency of any request or direction of the Public University or the Authority, as applicable, mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the Public University Board or a resolution of the Authority has been duly adopted, and is in full force and effect.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon a Certificate of Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public University, as applicable.

(d) The Trustee may consult with counsel, and the advice or opinions of such counselor any Opinion of Counsel may be conclusively relied upon by the Trustee and shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including those arising in connection with any environmental claim and the fees and expenses of attorneys, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it

shall be entitled to examine the books, records and premises of the Authority or the Public University, personally or by agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the Public University of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority or the Public University under any provision of this Indenture.

(h) The Trustee or any of its affiliates, in its individual or any other capacity, may become the Owner or pledgee of Bonds and may otherwise deal with the Authority or the Public University with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except for accounting for earnings on Investment Obligations.

(j) The Trustee may execute any of the trusts and powers hereunder or perform any duties hereunder either directly or, to the extent that it may reasonably determine is necessary or appropriate to the conduct of its duties hereunder, by or through agents, attorneys or receivers, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed by it with due care hereunder, taking into account the duties with respect to which such Person is appointed, and the Trustee shall not be required to give any bond or surety in respect of the execution, delivery or administration of this Indenture. This subparagraph shall not be interpreted as absolving the Trustee of responsibility with respect to duties customarily performed by corporate trustees in the ordinary course of business without the employment of agents, attorneys or receivers.

(k) The Trustee may elect not to proceed in accordance with the directions of the Owners without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its capacity as Trustee or in an individual capacity for which the Trustee has not received indemnity pursuant to Section 8.02(e) hereof from the Owners and the Trustee may conclusively rely upon an Opinion of Counsel addressed to the Authority and the Trustee in determining whether any action directed by Owners or the Authority may result in such liability.

(l) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Bond Registrar or Paying Agent.

(m) Except as otherwise expressly provided hereunder, the Trustee shall not be required to give or furnish any notice, demand, report, reply, statement, advice or opinion to any Owner, the Public University, the Authority or any other Person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish the same unless obligated or required to do so by express provisions hereof.

(n) In acting or omitting to act pursuant to the Lease Agreement or any of the other Bond Documents, the Trustee shall be entitled to all of the rights and immunities accorded to it under this Indenture, including but not limited to this Article VIII.

(o) The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Bonds or for compliance with securities laws in connection with the sale and issuance of the Bonds.

(p) The Trustee shall have no responsibility with respect to compliance by the Authority or the Public University with Section 148 of the Internal Revenue Code or any covenant in this Indenture or in the Lease Agreement regarding yields on investments.

(q) The Trustee shall not be required to give a bond or surety to act under this Indenture.

(r) The Trustee shall have no duty or obligation to record or file any mortgage or similar document relating to this Indenture, the Lease Agreement, or the Project Facilities.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 8.03 Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder except failure by the Authority to cause to be made any of the payments to the Trustee required to be made by Article IV hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Authority, the Public University, or the Owners of at least 10% in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the occurrence of any Event of Default hereunder of which the Trustee is required to take notice or has received notice as provided in this Section 8.03, the Trustee shall give written notice of such Event of Default by first-class mail to all Owners of Bonds as shown on the Bond Register maintained by the Trustee, unless such default shall have been cured or waived; provided that, except in the case of a default in the payment of the principal of (or redemption premium, if any) or interest on any Bond, the Trustee shall be protected in withholding such notice from Bondowners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondowners. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 8.04 Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) from time to time for reasonable compensation for Ordinary Services and Extraordinary Services (which in the case of compensation for the Trustee's Ordinary Services shall be agreed upon by the Authority with the acknowledgment of the Public University), which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust;

(b) except as otherwise expressly provided herein, upon its request, for all Ordinary Expenses and Extraordinary Expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, willful misconduct or bad faith; and

(c) of indemnification for, and to be held harmless against, any loss, liability or expense incurred as provided in Section 11.11(d) of the Lease Agreement.

Pursuant to the Lease Agreement, the Public University has agreed to pay to the Trustee all reasonable fees, charges, advances and expenses of the Trustee and, pursuant to Section 11.11(d) of the Lease Agreement, to reimburse the Trustee and hold it harmless, and the Trustee agrees to look only to the Public University for the payment of all reasonable fees, charges, advances and expenses of the Trustee and any Paying Agent as provided in the Lease Agreement. The Trustee agrees that the Authority shall have no liability for any fees, charges and expenses of the Trustee.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section 8.04, the Trustee shall be secured under this Indenture by a lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under Articles IV and VII hereof except for funds and investments held pursuant to Section 4.08 hereof

All indemnity provisions in favor of the Trustee under this Indenture and the Lease Agreement shall survive the termination of this Indenture and the Lease Agreement and the removal or resignation of the Trustee.

Section 8.05 Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank, national banking association or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, with trust and fiduciary powers in the State, and having a combined capital and surplus of at least \$75,000,000 or having its obligations hereunder guaranteed by an affiliated entity with a combined capital and surplus of at least \$75,000,000. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section 8.05, the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 8.06 Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Authority, the Public University and each Owner of Bonds Outstanding as their names and addresses appear in the Bond Register maintained by the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may, at the expense of the Public University, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Authority, and the Trustee signed by the Owners of a majority in principal amount of the Outstanding Bonds. In addition, the Authority at the written direction of the Public University (so long as the Public University is not in default under this Indenture and no condition exists that, with the giving of notice or the passage of time, or both, would constitute a default or an Event of Default) may remove the Trustee at any time for any reason. The Authority, the Public University or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(c) If at any time:

(i) the Trustee shall cease to be eligible under Section 8.05 hereof and shall fail to resign after written request therefor by the Authority, the Public University, or by any such Bondowner, or

(ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (a) the Authority may remove the Trustee, or (b) the Public University or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(d) The successor Trustee shall give notice of such resignation or such removal of the Trustee and such appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Registered Owners of Bonds as their names and addresses appear in the Bond Register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its Principal Office.

(e) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article VIII shall become effective until the acceptance of appointment by the successor Trustee under Section 8.07 hereof.

Section 8.07 Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Trustee for any cause, the Authority with the written consent of the Public University (so long as no Event of Default and no condition exists that, with the giving of notice or the passage of time, or

both, would constitute a default or an Event of Default hereunder or under the Lease Agreement has occurred and is continuing) with the written consent of the Owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder or under the Lease Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Authority, the Public University and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Authority or the Bondowners. If a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, the Authority (so long as no Event of Default hereunder or under the Lease Agreement has occurred and is continuing and no condition exists that, with the giving of notice or the passage of time, or both, would constitute a default or an Event of Default) or the Owners of a majority in principal amount of Bonds Outstanding may appoint, or the Authority, the Public University or the retiring Trustee, at the expense of the Public University, or any Bondowner may petition any court of competent jurisdiction for the appointment of, a temporary successor Trustee, until a successor shall have been appointed as above provided. The temporary successor so appointed shall immediately and without further act be superseded by any successor Trustee appointed as above provided. Every such successor Trustee appointed pursuant to this Section 8.07 shall be a bank or national banking association with trust powers or trust company in good standing under the laws of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article VIII.

Section 8.08 Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority, the Public University and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee, but, on request of the Authority, the Public University or the successor Trustee, such retiring Trustee shall, upon payment of its fees and charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 8.04 hereof and thereupon, all duties and obligations of the retiring Trustee hereunder shall cease and terminate. Upon request of any such successor Trustee, the Authority shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 8.09 Merger, Consolidation and Succession to Business. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver such Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 8.10 Reserved.

Section 8.11 Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Authority, or the Public University on behalf of the Authority, may cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, redemption premium, if any, and interest on the Bonds, or at the Principal Office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, redemption premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed in connection with the appointment of any successor Trustee.

Section 8.12 Advances by Trustee. If the Public University shall fail to make any payment or perform any of its covenants in the Lease Agreement, the Trustee may (but shall in no case be required), at any time and from time to time, use and apply any moneys held by it under this Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Public University. All moneys so used or advanced by the Trustee, together with interest at the Prime Rate plus 2%, shall be repaid by the Public University upon demand and such advances shall be secured under this Indenture prior to the Bond Payment Obligations. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it (except the moneys in the Rebate Fund) under this Indenture but no such use of moneys or advance shall relieve the Public University from any default hereunder.

Section 8.13 Notice to Rating Agencies. The Trustee shall promptly give written notice to each Rating Agency by registered or certified mail, postage prepaid, of the occurrence of any of the following events: (a) the appointment of a successor Trustee hereunder, (b) the date that no Bonds remain Outstanding, (c) the Trustee becomes aware of any material change made in this Indenture or the Lease Agreement, (d) any redemption of Bonds pursuant to this Indenture other than mandatory sinking fund redemptions, if any, pursuant to Section 3.02(c) hereof, or (e) the acceleration of the Bonds in accordance with Article VII hereof.

Section 8.14 L. 2005, c. 92 Covenant. In accordance with L. 2005, c. 92, the Trustee covenants and agrees that all services performed under this Indenture shall be performed within the United States of America.

Section 8.15 Compliance with L. 2005, c. 51. The Trustee represents and warrants that all information, certifications and disclosure statements previously provided in connection with L. 2005, c. 51, which codified Executive Order No. 134 (McGreevey 2004), are true and correct as of the date hereof and that all such statements have been made with full knowledge that the Authority has relied upon the truth of the statements contained therein in engaging the Trustee in connection with the Bonds. The Trustee agrees that it will maintain continued compliance with L. 2005, c. 51 and any regulations pertaining thereto. The Trustee acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder the Authority may remove the Trustee as trustee under this Indenture and may exercise any remedies afforded to it at law or in equity.

Section 8.16 Compliance with L. 2005, c. 271 Reporting Requirements. The Trustee hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if the Trustee enters into agreements or contracts, such as this Indenture, with a New Jersey public entity, such as the Authority, and receives compensation or fees in excess of \$50,000 or more in the aggregate from New Jersey public entities, such as the Authority, in a calendar year. It is the Trustee's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.01 Supplemental Indentures Not Requiring Consent of Bondowners. The Authority and the Trustee may from time to time, without the consent of or notice to any of the Bondowners, enter into one or more Supplemental Indentures, for anyone or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental thereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) To evidence the appointment of a separate Trustee or the succession of a new Trustee hereunder; or
- (f) To make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Bondowners (in making such determination, the Trustee shall be entitled to rely conclusively upon an opinion of Bond Counsel).

Section 9.02 Supplemental Indentures Requiring Consent of Bondowners. Subject to Section 13.01 hereof, with the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary or desirable by the Trustee for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided that nothing in this Section 9.02 contained shall permit or be construed as permitting without the consent of the Owners of all of the Bonds then Outstanding:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond, or
- (b) a reduction in the principal amount, redemption premium, or any interest payable on any Bond, or

(c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or

(d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

If at any time the Authority shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.02, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Bondowner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section 9.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 9.03 Public University's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, so long as the Public University is not in default under the Lease Agreement, a Supplemental Indenture under this Article IX which affects any rights of the Public University shall not become effective unless and until the Public University shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture, together with a copy of the proposed Supplemental Indenture, to be mailed by first-class mail to the Public University at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 9.04 Opinion of Bond Counsel. Notwithstanding anything to the contrary in Sections 9.01 or 9.02 hereof, concurrently with the entry by the Authority and the Trustee into any Supplemental Indenture pursuant to Section 9.01 or 9.02 hereof, there shall be delivered to the Authority and the Trustee an opinion of Bond Counsel. The Trustee may conclusively rely on such opinion when consenting to such Supplemental Indenture, which shall, in addition to its other elements, opine to the effect that such Supplemental Indenture is permitted under this Article IX and is duly authorized, validly executed and delivered and is legally valid and binding upon the Authority.

ARTICLE X

SUPPLEMENTAL LEASE AGREEMENTS

Section 10.01 Supplemental Lease Agreements Not Requiring Consent of Bondowners. The Authority and the Trustee may, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease Agreement by the Authority and the Public University as may be required:

(a) For the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement, or

(b) In connection with any other change therein which, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Bondowners (in making such determination, the Trustee shall be entitled to rely conclusively upon an opinion of Bond Counsel).

Copies of any amendments, changes or modification of the Lease Agreement as provided in this Section 10.01 must be provided to each Rating Agency.

Section 10.02 Supplemental Lease Agreements Requiring Consent of Bondowners.

With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, the Authority and the Trustee may consent to the execution of any Supplemental Lease Agreements by the Authority and the Public University; provided that no such Supplemental Lease Agreement shall be entered into which permits without the consent of the Owners of all of the Bonds then Outstanding (a) an extension of the date of payment of any Lease Payment under Section 4.04 of the Lease Agreement, or (b) a reduction in the amount of any Lease Payment under Section 4.04 of the Lease Agreement.

If at any time the Authority and the Public University shall request the consent of the Trustee to any such proposed Supplemental Lease Agreement, the Trustee shall cause notice of such proposed Supplemental Lease Agreement to be mailed in the same manner as provided by Section 9.02 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease Agreement and shall state that copies of the same are on file at the Principal Office of the Trustee for inspection by all Bondowners.

Copies of any amendments, changes or modification of the Lease Agreement as provided in this Section 10.02 must be provided to each Rating Agency by the Trustee.

Section 10.03 Opinions. Anything to the contrary in Sections 10.01 or 10.02 hereof notwithstanding, concurrently with the entry by the Authority and the Public University into any Supplemental Lease Agreement, there shall be delivered to the Authority and the Trustee an opinion of Bond Counsel; which shall, in addition to its other elements, opine to the effect that such Supplemental Lease Agreement is permitted under this Article X and is duly authorized, validly executed and delivered and is legally valid and binding upon the Authority and that such Supplemental Indenture shall not affect the tax-exempt status of the 2013A Bonds, and an Opinion of Counsel to the effect that such Supplemental Lease Agreement is duly authorized,

validly executed and delivered and is legally valid and binding upon the Public University and that such Supplemental Lease Agreement shall not affect the tax-exempt status of the 2013A Bonds.

ARTICLE XI

SATISFACTION AND DISCHARGE OF INDENTURE

Section 11.01 Bonds Deemed To Be Paid. Any Bond or Bonds shall be deemed to be paid and no longer Outstanding under this Indenture and shall cease to be entitled to any lien, benefit or security under this Indenture if the Authority shall payor provide for the payment of such Bond or Bonds in anyone or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bond or Bonds, as and when the same become due and payable;

(b) by delivering and surrendering to the Trustee, for cancellation by it, such Bond or Bonds; or

(c) by depositing with the Trustee, in trust, (i) cash or noncallable Government Obligations or both in such amounts and with maturities which will be, together with other moneys deposited therein and together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bond or Bonds at or before their respective maturity dates and to pay the interest thereon as it comes due, and (ii) in the case of Bonds which do not mature or will not be redeemed within 90 days of the deposit referred to in clause (i) above, a verification report of a nationally recognized Independent Certified Public Accountant as to the adequacy of the trust funds to fully pay the Bonds deemed to be paid. For purposes of this subsection (c), Government Obligations shall mean and include only those obligations specified in clauses (a) and (b) of the definition thereof, which shall not be subject to redemption prior to their maturity.

Notwithstanding the foregoing, in the case of any Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (c) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with Article III hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

Notwithstanding any provisions of any other Section of this Indenture which may be contrary to this Section 11.01, all moneys or Government Obligations set aside and held in trust pursuant to this Section 11.01 for the payment of Bonds (including redemption premium thereon, if any) shall be held irrevocably in trust for the Owners of such Bonds and applied to and used solely for the payment of the particular Bonds (including redemption premium thereon, if any) with respect to which such moneys and Government Obligations have been so set aside in trust.

Section 11.02 Satisfaction and Discharge of the Indenture. If the principal of, redemption premium, if any, and interest on all of the Bonds shall have been paid in accordance with their terms, or provision has been made for such payment as provided in Section 11.01 hereof, and provision shall also be made for paying all other sums payable hereunder, any Rebatable Arbitrage to the United States of America and the fees, charges and expenses of the

Authority, the Trustee, any Paying Agent, including attorneys' fees and expenses, to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee, upon Written Request of the Public University, and upon receipt by the Trustee and the Authority of a Favorable Opinion of Bond Counsel, which shall, in addition to its other elements, opine that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority and the Public University such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority, the Public University or other Person entitled thereto as their respective interests may appear, any property and revenues at the time subject to this Indenture which may then be in its possession, other than moneys or obligations held by the Trustee for the payment of the principal of and interest and redemption premium, if any, due or to become due on the Bonds.

Upon provision for the payment of all Outstanding Bonds in accordance with this Section 11.02, and compliance with the other payment requirements of Section 11.01 hereof, and subject to this Section 11.02, the Indenture may be discharged in accordance with the provisions hereof, and the Owners thereof shall thereafter be entitled to payment only out of the moneys or Government Obligations deposited with the Trustee as aforesaid.

Provision for payment of the Bonds Outstanding hereunder may not be made as aforesaid nor may this Indenture be discharged if under any circumstances the interest on such Bonds is thereby made subject to federal income taxation. In determining the foregoing, the Trustee may conclusively rely upon a favorable opinion of Bond Counsel.

Section 11.03 Payment of Bonds After Discharge. Notwithstanding the discharge of the lien hereof as in this Article XI provided, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer, exchange and replacement of Bonds as provided herein. Thereupon it shall be the duty of the Trustee to comply with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq., with respect to such funds in accordance with the Trustee's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq. Any such delivery shall be in accordance with the customary practices and procedures of the Trustee and the State escheat laws. Any money held by the Trustee pursuant to this Section 11.03 shall be held uninvested and without any liability for interest.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01 Consents and Other Instruments by Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture (other than the assignment of any Bond) to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Public University shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds with respect to which the Trustee has received written notice of such ownership shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Public University.

Section 12.02 Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, the Paying Agent, the Bond Registrar and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sale and exclusive benefit of the parties hereto, the Paying Agent, the Bond Registrar, and the Owners of the Bonds as herein provided.

Section 12.03 Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the Trustee, or the Public University if the same shall be duly mailed by certified or registered mail addressed (provided that notice to the Trustee shall be effective only upon receipt):

To the Authority at:

The Camden County Improvement Authority
c/o Executive Director
1909 Route 70 East, Suite 300
Camden, New Jersey 08003

To the Trustee at:

TD Bank, National Association
1006 Astoria Boulevard
Cherry Hill, New Jersey 08003
Attention: Corporate Trust Department

To the Public University at:

Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028-1701
Attention: Vice President of Finance

All notices, demands, directions and requests to the Trustee shall be in writing unless expressly stated herein.

It shall be sufficient service of any notice, request, complaint, demand or other paper permitted or required by this Indenture to be given or filed with the Bondowners if the same is duly mailed by first-class mail, postage prepaid, addressed to each of the Bondowners at the time Outstanding at the addresses shown by the Bond Register. Neither the failure to receive such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to other Bondowners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

The Trustee is hereby instructed to give notice to any Rating Agency then maintaining a rating on the Bonds if (i) the Trustee resigns or is removed, or a new Trustee is appointed, (ii) there is a call for the redemption of all Bonds, (iii) all of the Bonds are defeased in accordance with Article XI hereof, or (iv) any amendment is made to this Indenture or the Lease Agreement.

Section 12.04 Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Authority shall constitute a sufficient notice.

Section 12.05 Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or

agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 12.06 Limitation on Authority Obligations. Any other term or provision in this Indenture, the Lease Agreement, the Tax Agreement or any other Bond Document to the contrary notwithstanding:

(a) Any and all obligations (including fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the Bond Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the "Obligations"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(i) Bond proceeds and investments therefrom; and

(ii) Payments derived from the Bonds, the Indenture (including the Trust Estate to the extent provided in this Indenture) and the Lease Agreement (except for the fees and expenses of the Authority and the Authority's right to indemnification under the Lease Agreement under certain circumstances).

The above provisions (i) and (ii) being collectively referred to as the "exclusive sources of the Obligations".

(b) The Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof other than the Authority (to the limited extent as set forth herein) within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent as set forth herein), but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon or any charge upon the general credit or taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent as set forth herein). The Authority has no taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such Person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(i) depriving the Authority of any right or privilege; or

(ii) requiring the Authority or any member, officer, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of any action by itself or by anyone else,

which deprivation or requirement would violate or result in the Authority's being in violation of the Act or any other applicable State or federal law.

(e) At no time and in no event will the Public University permit, suffer or allow any of the proceeds of the Bonds to be transferred to any Person in violation of, or to be used in any manner which is prohibited by, the Act or any other State or federal law.

Section 12.07 Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of anyone or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 12.08 Execution in Counterparts. This 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.

Section 12.09 Reserved.

Section 12.10 Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the laws of the State without regard to conflict of laws principles.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its name and behalf and attested by its duly Authorized Officers, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf attested by its duly Authorized Officer, all as of the day and year first above written.

**THE CAMDEN COUNTY IMPROVEMENT
AUTHORITY**

By: _____
WILLIAM R. HOSEY
Chairman

**TD BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Representative

Acknowledged and Accepted:

ROWAN UNIVERSITY

By: _____
JOSEPH F. SCULLY
Vice President for Finance/
Chief Financial Officer

**EXHIBIT "A"
TO TRUST INDENTURE**

(FORM OF 2013A BOND)

Unless this bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

Registered
No. RA-

Registered
\$ _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY**

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
LEASE REVENUE REFUNDING BONDS
(ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE PROJECT),
SERIES 2013A**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
	December 1, 20__	July 1, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey (herein called the "Authority"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on the portion of said Principal Amount from time to time Outstanding at the interest rate per annum determined as described herein and in the Indenture hereinafter referred to from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date as described in the Trust Indenture,

dated as of July 1, 2013 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), by and between the Authority and TD Bank, National Association, as Trustee ("Trustee"), until said Principal Amount is paid.

Method of Payment. The principal of and interest on this 2013A Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this 2013A Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this Bond at the Principal Office of the Trustee. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner appearing on the registration books of the Authority ("Bond Register") maintained by the Trustee, as Bond Registrar, at the close of business on the Record Date next preceding such Interest Payment Date and shall be paid (i) by check or draft of the Trustee mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address furnished in writing by such Registered Owner to the Trustee or (ii) by electronic transfer in immediately available funds, if the 2013A Bonds are held by The Depository Trust Company or another securities depository, or at the written request addressed to the Trustee by any Owner of 2013A Bonds in the aggregate principal amount of at least \$1,000,000 such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

Authorization. This 2013A Bond is one of a duly authorized series of bonds of the Authority designated "The Camden County Improvement Authority Lease Revenue Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A" in the aggregate principal amount of \$26,880,000 ("2013A Bonds"), issued for the purpose of providing funds to Rowan University (herein called the "Public University"), to undertake a project consisting of: (A) the refinancing by defeasance and redemption of a portion of the 2002A Refunded Bonds and a portion of the 2009B Refunded Bonds; and (B) payment of the costs of issuance of the 2013A Bonds, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of New Jersey, including particularly the County Improvement Authorities Law ("Act"), and pursuant to proceedings duly had by the Authority. The funding will be made pursuant to the Lease and Agreement, dated as of July 1, 2013 (said Lease Agreement, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease Agreement"), by and between the Authority and the Public University.

Security. The 2013A Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Indenture pursuant to which the rights of the Authority under the Lease Agreement (other than its rights to payment of fees and expenses and indemnification) are pledged and assigned by the Authority to the Trustee as security for the 2013A Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature

and extent of the security for the 2013A Bonds, and the rights, duties and obligations of the Authority, the Trustee and the Owners of the 2013A Bonds, and a description of the terms upon which the 2013A Bonds are issued and secured, upon which provision for payment of the 2013A Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the 2013A Bonds. Capitalized terms not defined herein are used with the meanings given to them in the Indenture.

Pursuant to the Lease Agreement, Basic Lease Payments sufficient for the prompt payment when due of the principal of, redemption premium, if any, and interest on the 2013B Bonds are to be paid by the Public University directly to the Trustee for the account of the Authority and deposited in a special account created by the Indenture and designated the "Camden County Improvement Authority Debt Service Fund, Rowan University School of Osteopathic Medicine Project Series 2013A" and all Basic Lease Payments under the Lease Agreement have been duly pledged and assigned to the Trustee for that purpose.

Interest Rates. The 2013A Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such Series 2013 Bonds to which interest has been paid, unless the date of such 2013A Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such 2013A Bond is prior to the first Interest Payment Date of the 2013A Bonds, in which case interest shall be payable from the dated date of the 2013A Bonds, or unless the date of such 2013A Bond is between a record date, and the next succeeding Interest Payment Date, in which case from such interest payment date. The amount of interest payable with respect to any Series 2013A Bonds on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months.

Optional and Extraordinary Optional Redemption. The 2013A Bonds are subject to optional and extraordinary optional redemption prior to their stated maturity as provided in the Indenture.

Mandatory Sinking Fund Redemption. The 2013A Bonds maturing on December 1, 2032 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2028	\$1,975,000
2029	2,075,000
2030	2,175,000
2031	2,280,000
2032*	<u>1,000,000</u>
Total	\$9,505,000

*Final Maturity

Limitation on Rights; Acceleration; Modifications. The Owner of this 2013A Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2013A Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the 2013A Bonds or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Special and Limited Obligations. The 2013A Bonds and the interest thereon shall be special and limited obligations of the Authority payable (except to the extent paid out of 2013A Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Lease Payments, and other payments derived by the Authority under the Lease Agreement (except for fees and expenses payable to the Authority, the Authority's right to reimbursement as set forth in the Lease Agreement and any payments made by the Trustee or the Public University to meet the rebate requirements of Section 148(f) of the Internal Revenue Code for the 2013A Bonds) as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the 2013A Bonds, as provided in the Indenture. Notwithstanding anything to the contrary in the Resolution, this 2013A Bond or the Indenture, the Bond Payment Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture), and shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the 2013A Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) or any charge upon its general credit or against its taxing power. The Authority has no taxing power.

No Recourse. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the 2013A Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the 2013A Bonds.

Authentication. This 2013A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this 2013A Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CAMDEN COUNTY IMPROVEMENT AUTHORITY has caused this 2013A Bond to be executed in its name by the manual or facsimile signature of its Chairman or Vice Chair and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its official common seal or a facsimile thereof to be affixed or imprinted hereon, all as of the Dated Date specified above.

(SEAL)

THE CAMDEN COUNTY IMPROVEMENT
AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2013A Bonds described in the within mentioned Indenture.

**TD BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Signature

Date of Authentication:

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _____ (Social Security or Federal Employer Identification No.) ("Transferee") the within 2013A Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within 2013A Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____ Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within 2013A Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer identification number of the Transferee is supplied. If the Transferee is a trust, attach names and Social Security or Federal Employer Identification numbers of the settler or beneficiaries, the date of the trust and the name of the trustee.

ABBREVIATIONS

The following abbreviations, when used in the description on the face of the within 2013A Bond, shall be construed as though they were written out in full according to applicable laws and regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM GIFT MIN ACT (Cus) - Custodian Under Uniform Gifts to Minors Act

Additional abbreviations may also be used though not in the above list.

**EXHIBIT "B"
TO TRUST INDENTURE**

(FORM OF 2013B BOND)

Unless this bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

Registered
No. RB-

Registered
\$ _____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY**

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
LEASE REVENUE [REFUNDING] BONDS
(ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE PROJECT),
SERIES 2013B
(FEDERALLY TAXABLE)**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
	December 1, 20__	July 1, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey (herein called the "Authority"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on the portion of said Principal Amount from time to time Outstanding at the interest rate per annum determined as described herein and in the Indenture hereinafter referred to from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or

duly provided for, payable on each Interest Payment Date as described in the Trust Indenture, dated as of July 1, 2013 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), by and between the Authority and TD Bank, National Association, as Trustee ("Trustee"), until said Principal Amount is paid.

Method of Payment. The principal of and interest on this 2013B Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this 2013B Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this 2013B Bond at the Principal Office of the Trustee. The interest payable on this 2013B Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner appearing on the registration books of the Authority ("Bond Register") maintained by the Trustee, as Bond Registrar, at the close of business on the Record Date next preceding such Interest Payment Date and shall be paid (i) by check or draft of the Trustee mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address furnished in writing by such Registered Owner to the Trustee or (ii) by electronic transfer in immediately available funds, if the 2013B Bonds are held by The Depository Trust Company or another securities depository, or at the written request addressed to the Trustee by any Owner of 2013B Bonds in the aggregate principal amount of at least \$1,000,000 such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

Authorization. This 2013B Bond is one of a duly authorized series of bonds of the Authority designated "Camden County Improvement Authority Lease Revenue Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable)" in the aggregate principal amount of \$29,690,000 ("2013B Bonds"), issued for the purpose of providing funds to Rowan University (herein called the "Public University"), to undertake a project consisting of: (A) the refinancing by defeasance and redemption of a portion of the 2009B Refunded Bonds; and (B) payment of the costs of issuance of the 2013B Bonds, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of New Jersey, including particularly the County Improvement Authorities Law ("Act"), and pursuant to proceedings duly had by the Authority. The funding will be made pursuant to the Lease and Agreement, dated as of July 1, 2013 (said Lease Agreement, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease Agreement"), by and between the Authority and the Public University.

Security. The 2013B Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Indenture pursuant to which the rights of the Authority under the Lease Agreement (other than its rights to payment of fees and expenses and indemnification) are pledged and assigned by the Authority to the Trustee as security for the 2013B Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature

and extent of the security for the 2013B Bonds, and the rights, duties and obligations of the Authority, the Trustee and the Owners of the 2013B Bonds, and a description of the terms upon which the 2013B Bonds are issued and secured, upon which provision for payment of the 2013B Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the 2013B Bonds. Capitalized terms not defined herein are used with the meanings given to them in the Indenture.

Pursuant to the Lease Agreement, Basic Lease Payments sufficient for the prompt payment when due of the principal of, redemption premium, if any, and interest on the 2013B Bonds are to be paid by the Public University directly to the Trustee for the account of the Authority and deposited in a special account created by the Indenture and designated the "Camden County Improvement Authority Debt Service Fund, Rowan University School of Osteopathic Medicine Project Series 2013B" and all Basic Lease Payments under the Lease Agreement have been duly pledged and assigned to the Trustee for that purpose.

Interest Rates. The 2013B Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such 2013B Bonds to which interest has been paid, unless the date of such 2013B Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such 2013B Bond is prior to the first Interest Payment Date of the 2013B Bonds, in which case interest shall be payable from the dated date of the 2013B Bonds, or unless the date of such 2013B Bond is between a record date, and the next succeeding Interest Payment Date, in which case from such interest payment date. The amount of interest payable with respect to any 2013B Bonds on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months.

Make-Whole and Extraordinary Optional Redemption. The 2013B Bonds are subject to make-whole and extraordinary optional redemption prior to their stated maturity as provided in the Indenture.

Mandatory Sinking Fund Redemption. The 2013B Bonds maturing on December 1, 2024 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2022	\$620,000
2023	1,330,000
2024*	<u>1,195,000</u>
Total	\$3,145,000

*Final Maturity

The 2013B Bonds maturing on December 1, 2032 are subject to scheduled mandatory sinking fund redemption by the Authority on December 1 in the years and in the amounts set forth below at a redemption price equal to 100% of the principal amount thereof, plus accrued to the redemption date:

<u>Year</u>	<u>Amount</u>
2026	\$1,190,000
2027	1,245,000
2028	1,315,000
2029	1,380,000
2030	1,460,000
2031	1,535,000
2032*	<u>3,525,000</u>
Total	\$11,650,000

*Final Maturity

Limitation on Rights; Acceleration; Modifications. The Owner of this 2013B Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2013B Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the 2013B Bonds or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Special and Limited Obligations. The 2013B Bonds and the interest thereon shall be special and limited obligations of the Authority payable (except to the extent paid out of 2013B Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Lease Payments, and other payments derived by the Authority under the Lease Agreement (except for fees and expenses payable to the Authority and the Authority's right to reimbursement as set forth in the Lease Agreement) as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the 2013B Bonds, as provided in the Indenture. Notwithstanding anything to the contrary in the Resolution, this 2013B Bond or the Indenture, the Bond Payment Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture), and shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the 2013B Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) or any charge upon its general credit or against its taxing power. The Authority has no taxing power.

No Recourse. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the 2013B Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the 2013B Bonds.

Authentication. This 2013B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this 2013B Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CAMDEN COUNTY IMPROVEMENT AUTHORITY has caused this 2013B Bond to be executed in its name by the manual or facsimile signature of its Chairman or Vice Chair and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its official common seal or a facsimile thereof to be affixed or imprinted hereon, all as of the Dated Date specified above.

(SEAL)

THE CAMDEN COUNTY IMPROVEMENT
AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2013B Bonds described in the within mentioned Indenture.

**TD BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Signature

Date of Authentication:

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _____ (Social Security or Federal Employer Identification No.) ("Transferee") the within 2013B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within 2013B Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____ Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within 2013B Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer identification number of the Transferee is supplied. If the Transferee is a trust, attach names and Social Security or Federal Employer Identification numbers of the settler or beneficiaries, the date of the trust and the name of the trustee.

ABBREVIATIONS

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The following abbreviations, when used in the description on the face of the within 2013B Bond, shall be construed as though they were written out in full according to applicable laws and regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT (Cus) - Custodian Under Uniform Gifts to Minors Act

Additional abbreviations may also be used though not in the above list.

FIRST SUPPLEMENTAL TRUST INDENTURE

between

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

and

TD BANK, NATIONAL ASSOCIATION, as Trustee

Dated as of February 1, 2024

Relating to

\$15,375,000

**The Camden County Improvement Authority
Lease Revenue Refunding Bonds
(Rowan University School of Osteopathic Medicine Project), Series 2024**

TRUST INDENTURE

This **FIRST SUPPLEMENTAL TRUST INDENTURE** ("First Supplemental Indenture"), dated as of February 1, 2024, between **THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey ("Authority"), and **TD BANK, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, with trust and fiduciary powers in the State of New Jersey, being duly qualified to accept and administer the trusts created hereby ("Trustee"), which First Supplemental Indenture amends and supplements that certain Trust Indenture, dated as of July 1, 2013 ("Original Indenture", and, as amended and supplemented by this First Supplemental Indenture, the "Indenture"), between the Authority and the Trustee,

WITNESSETH:

WHEREAS, The Camden County Improvement Authority ("Authority") has been duly created by a resolution of the Board of Commissioners of the County of Camden, New Jersey ("County") as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"); and

WHEREAS, Rowan University ("Public University") is an institute of higher education, organized and established pursuant to the New Jersey Medical and Health Sciences Education Restructuring Act, *N.J.S.A. 18A:64M-1, et seq.* ("Rowan Act"), with its main campus located in the Borough of Glassboro in the County of Gloucester, New Jersey; and

WHEREAS, the Public University is one of the leading academic and research institutions in the State of New Jersey ("State") and, on July 1, 2013, pursuant to the Rowan Act, all rights, title and interest in the School of Osteopathic Medicine ("SOM") of The University of Medicine and Dentistry of New Jersey ("UMDNJ") and its auxiliary and supporting institutions and the SOM campus located in the Borough of Stratford, New Jersey ("SOM Campus") were transferred to Rowan; and

WHEREAS, as part of the transfer of the SOM to the Public University, and in accordance with the Rowan Act, the Authority, on behalf of the Public University, issued its Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013 in the aggregate principal amount of \$56,570,000, consisting of: (i) \$26,880,000 aggregate principal amount of Lease Revenue refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A ("2013A Bonds"); and (ii) \$29,690,000 aggregate principal amount of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable) ("2013B Bonds" and, together with the 2013A Bonds, the "2013 Bonds"), the proceeds of which were used to refinance certain outstanding indebtedness issued by or on behalf of UMDNJ ("UMDNJ Debt") in connection with the acquisition, construction and improvement of certain facilities of the SOM that were transferred to the Public University (referred to as the "SOM Facilities"); and

WHEREAS, the 2013 Bonds were issued pursuant to the Act, a Bond Resolution adopted by the Authority on May 9, 2013, and the Original Indenture; and

WHEREAS, upon issuance of the 2013 Bonds and the defeasance, redemption and repayment of the UMDNJ Debt, the Public University: (i) acquired title to the Project Site (as such term is defined in the hereinafter defined Original Lease Agreement) and the SOM Facilities (the Project Site and the SOM Facilities are referred to herein as the "Project Facilities"); and (ii) simultaneously leased such Project Facilities to the Authority pursuant to and in accordance with a Ground Lease, dated as of July 1, 2013 ("Ground Lease"), between the Public University and the Authority; and

WHEREAS, thereafter, and in order to secure the repayment of the 2013 Bonds, the Authority and the Public University entered a Lease Agreement, dated as of July 1, 2013 ("Original Lease Agreement"), pursuant to which the Authority leased the Project Facilities to Rowan; and

WHEREAS, pursuant to the Original Lease Agreement, the Public University has agreed to make Lease Payments (as such term is defined in the Original Lease Agreement) in the amounts and at the times necessary to pay the principal of and interest on the 2013 Bonds; and

WHEREAS, the Lease Payments under the Original Lease Agreement constitute general corporate obligations of the Public University; and

WHEREAS, the 2013A Bonds maturing on or after December 1, 2024 (referred to herein as the "Callable Bonds"), are subject to redemption prior to maturity, in whole or in part, on any date on or after December 1, 2023 ("Redemption Date"), at the option of the Authority (with the consent of the Public University) at a redemption price of 100% of the principal amount thereof, together with accrued interest to the date of redemption; and

WHEREAS, due to favorable interest rates in the municipal bond market, the opportunity exists to economically refinance all or a portion of the Callable Bonds; and

WHEREAS, as a result of such favorable economic conditions, the Authority (at the direction and with the consent of the Public University) has determined to refund and redeem the Callable Bonds maturing on December 1 in the years 2024 through 2027, inclusive, and December 1, 2032 (collectively referred to herein as the "2013 Refunded Bonds") on or after Redemption Date thereof (the "Refunding Project"); and

WHEREAS, to effectuate the Refunding Project, the Authority has determined to issue its Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024 in an aggregate principal amount of \$15,375,000 ("2024 Bonds"), the proceeds of which are being used to: (i) currently refund and redeem the 2013 Refunded Bonds; and (ii) pay certain costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds (items (i) and (ii) are collectively referred to herein as the "2024 Project"); and

WHEREAS, the 2024 Bonds are being issued pursuant to the Act, a Bond Resolution adopted by the Authority on October 12, 2023 ("Bond Resolution"), the Original Indenture and this First Supplemental Indenture; and

WHEREAS, the principal and redemption price of and interest on the 2024 Bonds shall be payable from the Lease Payments to be received from the Public University pursuant to and in accordance with the terms and conditions set forth in the Original Lease Agreement, which Original Lease Agreement shall be amended and supplemented by a First Supplemental Lease Agreement, dated as of February 1, 2024 ("First Supplemental Lease" and, together with the Original Lease Agreement, the "Lease Agreement"), between the Authority and the Public University; and

WHEREAS, the 2024 Bonds shall be special, limited obligations of the Authority, payable solely from and secured by its interest in the Trust Estate (as defined in the Original Indenture), including amounts payable by the Public University pursuant to the Lease Agreement (subject to the rights of the Authority reserved therein), all funds held by the Trustee under the Indenture (except the Rebate Fund and the Additional Lease Payments Fund, as such terms are defined in the Indenture) and all income derived from the investment of such funds; and

WHEREAS, pursuant to this First Supplemental Indenture, the Authority will continue to assign (with certain reservations) its rights and benefits under the Lease Agreement to the Trustee as security for the 2024 Bonds; and

WHEREAS, the Authority desires to amend and supplement the Original Indenture in connection with the issuance of the 2024 Bonds as provided herein.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH THAT:

Section 1. Definitions.

(a) Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed thereto in the Original Indenture.

(b) Section 1.01 of the Original Indenture is amended by substituting the following definitions of terms for the definitions currently in such Section:

"Bonds" means, collectively: (i) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000; (ii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable), in the original principal amount of \$29,690,000; (iii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024, in the original principal amount of \$15,375,000; and (iv) any series of Refunding Bonds issued pursuant to a Resolution and any Supplemental Indenture.

"Costs of Issuance" means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code, including but not limited to the following: (i) underwriter's spread (whether realized directly or derived through purchase of the Bonds at a discount below the price at which they are

expected to be sold to the public); (ii) counsel fees (including bond counsel, underwriter's counsel, Authority's counsel, the Public University's counsel, Trustee's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing); (iii) financial advisor fees of any financial advisor to the Authority or the Public University incurred in connection with the issuance of the Bonds; (iv) rating agency fees; (v) Trustee, Bond Registrar, Paying Agent and escrow agent, if any, fees; (vi) accountant fees and other expenses related to issuance of the Bonds; (vii) printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and (viii) fees and expenses of the Authority incurred in connection with the issuance of the Bonds, including the Authority's Initial Fee.

"Escrow Deposit Agreement" means: (i) those certain Escrow Deposit Agreements, each dated as of July 1, 2013, by and among (a) the 2002A Escrow Agent, the Public University, University Hospital and Rutgers with respect to the 2002A UMDNJ Bonds ("2002A Escrow Agreement"), and (b) the 2009B Escrow Agent, the Public University, Rutgers, University Hospital and the New Jersey Educational Facilities Authority, with respect to the 2009B NJEFA Bonds ("2009B Escrow Agreement"); and (ii) any escrow deposit agreement, or other similar agreement, executed and delivered by the Authority and the escrow agent named therein in connection with the issuance of a series of Refunding Bonds including, but not limited to, the 2024 Bonds.

"Initial Fee" means: (i) the fee paid or payable to the Authority for its services in connection with the issuance of the 2013A Bonds and the 2013B Bonds, in the amount of \$282,850.00; (ii) the fee paid or payable to the Authority for its services in connection with the issuance of the 2024 Bonds in the amount of \$19,218.75; and (iii) such fee paid or payable to the Authority for its services in connection with the issuance of any series of Refunding Bonds.

"Interest Payment Date" means: (i) with respect to the 2013A Bonds, June 1 and December 1 of each year, commencing December 1, 2013 and continuing thereafter so long as any 2013A Bonds remain Outstanding; (ii) with respect to the 2013B Bonds, June 1 and December 1 of each year, commencing December 1, 2013 and continuing thereafter so long as any 2013B Bonds remain Outstanding; (iii) with respect to the 2024 Bonds, June 1 and December 1 of each year, commencing June 1, 2024 and continuing thereafter so long as any 2024 Bonds remain Outstanding.

"Investment Obligations" shall mean with respect to moneys in any Funds, Accounts or Subaccounts invested under this Indenture, any of the following securities, if and to the extent the same are at the time of purchase legal for investment of Authority funds pursuant to the provisions of the Local Fiscal Affairs Law, specifically *N.J.S.A. 40A:5-14* (legal depositories for public moneys) and *N.J.S.A. 40A:5-15.1* (securities which may be purchased by local units), as same may be amended and supplemented from time to time:

As of the date of execution of this Indenture, the following investments and securities are currently permitted investments under the laws of the State for investment of the Authority's funds when authorized by a cash management plan approved pursuant to *N.J.S.A. 40A:5-14*:

a. The public depositories (as defined in *N.J.S.A. 17:9-41*) designated by the Authority in an approved cash management plan shall be authorized pursuant to *N.J.S.A. 40A:5-14(i)* to purchase certificates of deposit in accordance with the following conditions: (1) the funds are initially invested through the designated public depository; (2) the designated public depository arranges for the deposit of the funds in certificates of deposit in one or more federally insured banks or savings and loan associations, for the account of the Authority; (3) one hundred percent (100%) of the principal and accrued interest of each certificate of deposit is insured by the Federal Deposit Insurance Corporation; (4) the designated public depository acts as custodian for the Authority with respect to the certificates of deposit issued for the Authority's accounts; and (5) at the same time that the Authority's funds are deposited and the certificates of deposit are issued, the designated public depository receives an amount of deposits from customers of other banks and savings and loan associations, wherever located, equal to the amount of funds initially invested by the Authority through the designated public depository.

b. Pursuant to *N.J.S.A. 40A:5-15.1*, the following securities may be purchased which, if suitable for registry, may be registered in the name of the Authority:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
- (4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located;
- (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*). Other bonds or obligations having a maturity date not more than 397 days from the date of purchase may be approved by the Division of Local Government Services in the Department of Community Affairs for investment by local units;
- (6) Local government investment pools;
- (7) Deposits with the State Cash Management Fund established pursuant to Section 1 of P.L. 1977, c.281 (*N.J.S.A. 52:18A-90.4*); or

(8) Agreements for the repurchase of fully collateralized securities, if:

(a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of subsection b. hereof or are bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*);

(b) the custody of collateral is transferred to a third party;

(c) the maturity of the agreement is not more than thirty (30) days;

(d) the underlying securities are purchased through a public depository as defined in Section 1 of P.L. 1970, c.236 (*N.J.S.A. 17:9-41*); and

(e) a master repurchase agreement providing for the custody and security of collateral is executed

c. Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the local unit and prevent unauthorized use of such investments.

d. Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.

e. Any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L.1967, c.93 (*N.J.S.A. 49:3-56*) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

f. For the purposes of this definition:

(1) a "government money market mutual fund" means an investment company or investment trust:

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C.

s.80a-1 *et seq.*, and operated in accordance with 17 C.F.R. s.270.2a-7, except that a government money market mutual fund may not impose liquidity fees or redemption gates regardless of whether permitted to do so under 17 C.F.R. s.270.2a-7;

(b) the portfolio of which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, securities that have been issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*) that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, and repurchase agreements that are collateralized by such securities in which direct investment may be made pursuant to paragraphs (1), (3), and (5) of subsection b. hereof; and

(c) which is rated by a nationally recognized statistical rating organization.

(2) a "local government investment pool" means an investment pool:

(a) which is managed in accordance with generally accepted accounting and financial reporting principles for local government investment pools established by the Governmental Accounting Standards Board;

(b) which is rated in the highest category by a nationally recognized statistical rating organization;

(c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, securities that have been issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*) that meet the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such securities in which direct investment may be made pursuant to paragraphs (1), (3), and (5) of subsection b. hereof;

(d) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, securities that have been issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L.1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*) that meet the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such securities in which direct investment may be made pursuant to paragraphs (1), (3), and (5) of subsection b. hereof;

(e) which does not permit investments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value;

(f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L.1967, c.93 (*N.J.S.A.* 49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities; and

(g) which does not impose liquidity fees or redemption gates.

g. Investments in, or deposits or purchases of financial instruments made pursuant to this Indenture shall not be subject to the requirements of the "Local Public Contracts Law", P.L. 1971, c.198 (*N.J.S.A.* 40A:11-1 *et seq.*).

"Official Statement" means: (i) the Official Statement dated June 13, 2013 with respect to the 2013A Bonds and the 2013B Bonds; (ii) the Official Statement dated February 15, 2024 with respect to the 2024 Bonds; and (iii) the Official Statement dated the date of sale of any additional series of Refunding Bonds.

"Purchase Contract" means: (i) the Purchase Contract, dated June 13, 2013, between the Authority and the Original Purchaser, and acknowledged by the Public University, entered into in connection with the negotiated sale of the respective series of 2013A Bonds and the 2013B Bonds; (ii) the Purchase Contract, dated February 15, 2024, between the Authority and the Underwriter in connection with the sale of the 2024 Bonds; and (iii) the purchase contract or other similar agreement entered into by the Authority and the purchaser of any additional series of Refunding Bonds.

"Record Date" means: (i) with respect to the 2013A Bonds and the 2013B Bonds, the fifteenth day (whether or not a Business Day) of the calendar month immediately preceding each Interest Payment Date; (ii) with respect to the 2024 Bonds, the fifteenth day (whether or not a Business Day) of the calendar month immediately preceding each Interest Payment Date; and (iii) with respect to each additional series of Refunding Bonds, the date set forth in the applicable Supplemental Indenture.

"Refunded Bonds" means: (i) with respect to the 2013 Bonds, collectively, the 2002A Refunded Bonds and the 2009B Refunded Bonds; (ii) with respect to the 2024 Bonds, the 2013 Refunded Bonds; and (iii) with respect to any additional series of Refunding Bonds, the bonds identified in the applicable Supplemental Indenture.

"Resolution" means: (i) with respect to the 2013 Bonds, the resolution of the Authority, adopted May 9, 2013, authorizing, among other things, the execution and delivery of this Indenture, the Lease Agreement, the Ground Lease, the Escrow Deposit Agreement, the Continuing Disclosure Agreement and the issuance of the 2013A and the 2013B Bonds; (ii) with respect to the 2024 Bonds, the resolution of the Authority, adopted on October 12, 2023, authorizing, among other things, the execution and delivery of the First Supplemental Indenture, the First Supplemental Lease and the issuance of the 2024 Bonds; and (iii) with respect to any additional series of Refunding Bonds, the resolution of the Authority authorizing, among other things, the issuance of such Refunding Bonds."

(c) Section 1.01 of the Original Indenture is amended by adding the following definitions to the terms in such Section:

"Debt Service Requirement" means, for any specified period, as of any date of calculation and with respect to any series of Bonds, an amount equal to the sum of: (i) the interest accruing during such period on such series of Bonds (excluding interest to be paid from proceeds of Bonds set aside in the Debt Service Fund for such purpose, and investment earnings on such proceeds, if any); and (ii) that portion of each installment of principal of such series of Bonds scheduled to come due during or after such period (whether at stated maturity or pursuant to mandatory redemption) which would accrue during such period if such principal installment were deemed to accrue daily in equal amounts from the immediately preceding scheduled principal installment payment date for such series of Bonds (or if there shall be no such immediately preceding scheduled principal installment payment date for such series of Bonds, then from the date of original issuance of such series of Bonds or the date which is one (1) year prior to the first scheduled principal installment due date, whichever is later).

"First Supplemental Indenture" means the First Supplemental Trust Indenture, dated as of February 1, 2024, between the Authority and the Trustee, which amends and supplements this Indenture.

"First Supplemental Lease" means the First Supplemental Lease Agreement, dated as of February 1, 2024, between the Authority, as lessor, and the Public University, as lessee, which amends and supplements the Lease Agreement.

"Insured Obligations" means the 2024 Bonds.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase

Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as the 2024 Insurer, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to the 2024 Insurer shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

"**Maximum Annual Debt Service Requirement**" means, with respect to any Bonds, as of the relevant date of any calculation thereof, the highest Debt Service Requirement in any subsequent Fiscal Year on such Bonds which are scheduled to be Outstanding at the time of such calculation.

"**Policy**" shall mean the Municipal Bond Insurance Policy issued by the 2024 Insurer that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

"**Refunding Bonds**" means any Bonds issued pursuant to any Supplemental Indenture, the proceeds of which shall be used to refund any Outstanding Bonds previously issued and then Outstanding under this Indenture.

"**Security Documents**" shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations, including the Indenture and the Lease Agreement.

"**2013 Refunded Bonds**" means, collectively, the 2013A Bonds maturing on December 1 in the years 2024 through 2027, inclusive, and December 1, 2032.

"**2024 Bonds**" means the Authority's Lease Revenue Refunding Bonds (Rowan School of Osteopathic Medicine Project), Series 2024, dated February 29, 2024, issued in the aggregate principal amount of \$15,375,000.

"**2024 Insurer**" means Build America Mutual Assurance Company, or any successor thereto.

"**2024 Project**" means: (i) the refunding and redemption of the 2013 Refunded Bonds; and (ii) the payment certain costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds.

"**Underwriter**" means: (i) with respect to the 2024 Bonds, Stifel Nicolas & Associates, Inc.; and (ii) with respect to any additional series of Refunding Bonds, the underwriter named in the applicable Purchase Contract."

Section 2. Matters Concerning the 2024 Bonds.

(a) The Bonds are hereby authorized to be issued and secured hereunder as follows:

(i) Designations, Denominations, Numbering and Dating. The 2024 Bonds shall be designated "The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024" and shall constitute Refunding Bonds under the Indenture. The 2024 Bonds shall be issuable as fully registered bonds without coupons in Authorized Denominations and shall be numbered consecutively from R-1 upward in the order of their issuance. The 2024 Bonds shall initially be dated the date of their initial issuance and delivery, and thereafter shall be dated the date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the 2024 Bonds shall be in default, 2024 Bonds issued in lieu of 2024 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the 2024 Bonds surrendered.

(ii) Principal Amounts, Maturity and Interest. The 2024 Bonds shall be issued in an aggregate principal amount of \$15,375,000, shall bear interest payable semiannually on June 1 and December 1 of each year, commencing on June 1, 2024, at the rates per annum set forth below and shall mature on December 1 (subject to prior redemption as provided in Article III of the Original Indenture and Section 3 herein) of each year in the years and in the principal amounts as follows:

<u>Due</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Due</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$1,485,000	5.00%	2029	\$1,955,000	5.00%
2025	1,555,000	5.00	2030	2,050,000	5.00
2026	1,690,000	5.00	2031	2,150,000	5.00
2027	1,770,000	5.00	2032	860,000	5.00
2028	1,860,000	5.00			

(b) Sections 2.03, 2.07, 2.08 (as modified by clause (c) below with respect to the 2024 Bonds), 2.09, 2.10, 2.11, 2.12, 2.13, 3.04, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, Article V, Article VI, Article VII, Article VIII, Article IX, Article X, Article XI, Article XII (except as amended by this First Supplemental Indenture) of the Original Indenture shall apply to the 2024 Bonds to the same extent they apply to 2013A Bonds, the 2013B Bonds and any other Bonds, as applicable, issued under the Indenture as if such Sections were restated here in their entireties with such Sections and Articles inclusive of the 2024 Bonds.

(c) The 2024 Bonds shall be executed substantially in the form and manner set forth in Section 2.08 of the Original Indenture and furnished to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee there shall be filed or deposited with the Trustee the following:

(i) A copy, certified as true and correct by the Secretary or Assistant Secretary of the Authority, of the Resolution adopted by the Authority authorizing the issuance of the 2024 Bonds and the execution of this First Supplemental Indenture, the First Supplemental Lease and any other Bond Documents to which it is a party;

(ii) A copy, duly certified as true and correct by the Secretary or an Assistant Secretary of the Public University, of the resolution adopted and approved by the Public University authorizing and consenting to the execution and delivery of the 2024 Bonds and this First Supplemental Indenture, the First Supplemental Lease and any other Bond Documents to which it is a party;

(iii) An original executed counterpart of the Original Indenture, this First Supplemental Indenture, the Ground Lease, the Original Lease Agreement, the First Supplemental Lease, the Escrow Deposit Agreement related to the 2024 Bonds and each of the other Bond Documents applicable to the 2024 Bonds;

(iv) A request and authorization to the Trustee on behalf of the Authority, executed by an Authorized Officer of the Authority, to authenticate the Bonds and deliver each series of the Bonds to the Underwriter thereof upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Underwriter and the amount of such purchase price;

(v) An opinion of Bond Counsel, dated the Closing Date, in substantially the form attached as an appendix to the Official Statement;

(vi) An opinion of Bond Counsel, dated on or before the Closing Date, in satisfaction of the requirements of (a) Section 9.04 of the Original Indenture with respect to the amendment of the Original Indenture by this First Supplemental Indenture and (b) Section 10.03 of the Original Indenture with respect to the execution and delivery of the First Supplemental Lease;

(vii) A certificate of an Authorized Officer of the Authority in satisfaction of the provisions of Section 2.05(c) of the Indenture.

(viii) A certificate of the Authority setting forth (A) the amount of proceeds of the sale of the 2024 Bonds and any other funds to be applied to the 2024 Project, (B) the amount of the proceeds and other funds mentioned in clause (A) to be deposited with TD Bank, National Association, acting as escrow agent for the 2013 Refunded Bonds, and (C) the amount of the proceeds and other funds mentioned in clause (A) to be deposited to the credit of the 2024 Sub-Account in the Cost of Issuance Account of the Refinancing Project Fund.

(viii) Such other certificates, statements, receipts, opinions and documents as the Authority shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) shall have been filed with the Trustee, and when the 2024 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the 2024 Bonds to or upon the order of the Underwriter thereof, but only upon payment to the Trustee of the purchase price of the 2024 Bonds as specified in the request and authorization by the Authority. The net proceeds of the sale of the 2024 Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Section 5 of this First Supplemental Indenture.

(e) The 2024 Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the forms set forth in Exhibit "A" hereto, with such necessary or appropriate variations, omissions and insertions as are permitted or required by the Original Indenture or this First Supplemental Indenture. The 2024 Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 3. Redemption of 2024 Bonds.

(a) Optional Redemption. The 2024 Bonds are not subject to optional redemption prior to their stated maturity dates.

(b) Extraordinary Optional Redemption. The 2024 Bonds are subject to redemption prior to maturity at the option of the Authority, at the direction of the Public University, in whole or in part (and if in part, in such order of maturity or within a maturity as the Authority, at the written direction of the Public University, shall specify, or if the Authority shall fail to specify by lot or by such other method as the Paying Agent determines to be fair and reasonable and in any principal amount in Authorized Denominations) at any time or from time to time to the extent of any insurance or condemnation award deposited in the Debt Service Fund pursuant to the Lease Agreement, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, if all or a substantial portion of the Project Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto.

(c) Selection of 2024 Bonds to be Redeemed.

(i) The 2024 Bonds shall be redeemed only in Authorized Denominations. If less than all of the 2024 Bonds are to be redeemed prior to maturity and in any principal amount within a maturity, such 2024 Bonds shall be

called for redemption in any order of maturity as the Authority, at the written direction of the Public University, may designate. If the 2024 Bonds are registered in book-entry form, and so long as DTC or a successor Securities Depository is the sole Registered Owner of such 2024 Bonds and if fewer than all of such 2024 Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular 2024 Bonds to be redeemed shall be selected on a pro-rata pass-through distribution of principal basis in accordance with DTC procedures; provided that, so long as the 2024 Bonds are held in book-entry form, the selection for redemption of such 2024 Bonds shall be made in accordance with the operational arrangements of DTC then in effect, and, if the DTC operational arrangements do not allow for redemption on a pro-rata pass-through distribution of principal basis, the 2024 Bonds will be selected for redemption in accordance with DTC procedures, by lot; provided that any such redemption must be performed such that all 2024 Bonds remaining Outstanding will be in Authorized Denominations.

If the 2024 Bonds are no longer in registered book-entry form and DTC or a successor Securities Depository is no longer the sole Registered Owner of the 2024 Bonds, if fewer than all of the 2024 Bonds of the same maturity and bearing the same rate of interest are to be redeemed, such 2024 Bonds of the same maturity and bearing such interest rate will be selected on a pro-rata basis within any maturity as shall be selected by the Trustee by lot; provided that any such redemption must be performed such that all 2024 Bonds remaining Outstanding will be in Authorized Denominations.

For purposes of calculating pro-rata pass-through distributions of principal, "pro-rata" means, for any amount of principal or interest to be paid, the application of a fraction to such amounts where (A) the numerator of which is equal to the amount due to the respective registered Owners of the 2024 Bonds on a payment date and (b) the denominator of which is equal to the total original principal amount of the 2024 Bonds.

(ii) In the case of a partial redemption of 2024 Bonds when such 2024 Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate 2024 Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any 2024 Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the Owner of such 2024 Bond or such Owner's attorney or legal representative shall forthwith present and surrender such 2024 Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof for a new 2024 Bond or 2024 Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such 2024 Bond. If the Owner of any such 2024 Bond shall fail to present such 2024 Bond to the Trustee for payment and exchange as aforesaid, said 2024 Bond shall, nevertheless, become due and payable on the

redemption date to the extent of the principal amount called for redemption (and to that extent only).

(iii) The Trustee shall call 2024 Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days prior to the redemption date of a Written Request of the Authority. Such request shall specify the principal amount of the 2024 Bonds and their maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such 2024 Bonds are to be called for redemption.

Section 4. Establishment of Accounts. The Trustee is hereby directed to establish, in connection with the issuance of the 2024 Bonds, a "2024 Subaccount" in the Costs of Issuance Account in the Refinancing Project Fund for the purposes of paying Costs of Issuance allocable to the 2024 Bonds.

Section 5. Application of Moneys.

(a) The net proceeds of the sale of the 2024 Bonds (representing the purchase price of the 2024 Bonds of \$16,822,076.25, less the amount of \$16,374.69, which shall be paid by the Underwriter directly to the 2024 Insurer from the proceeds of the 2024 Bonds) shall be paid over to the Trustee and deposited by the Trustee in the Refinancing Project Fund and, upon receipt of such funds, the Trustee shall promptly make the payments, disbursements and deposits as follows:

(i) \$208,934.31 of the proceeds of the 2024 Bonds shall be deposited in the 2024 Subaccount of the Cost of Issuance Account in the Refinancing Project Fund. The Authority shall direct, in writing, the Trustee to pay from the 2024 Subaccount of the Costs of Issuance Account to the firms, corporations or Persons entitled thereto the Costs of Issuance allocable to the 2024 Bonds, including but not limited to the legal, administrative, financing and incidental expenses of the Authority relating to the issuance of the Bonds. The Trustee shall, without further direction, ninety (90) days after the date of issuance of the 2024 Bonds, deposit in the Debt Service Fund, the balance, if any, then remaining in the 2024 Sub-account of the Cost of Issuance Account.

(ii) \$16,596,767.25 representing the balance of the proceeds of the 2024 Bonds shall be deposited by the Trustee in the fund or account established by the escrow agent for the 2013 Refunded Bonds and shall, thereafter, be utilized as set forth in the Escrow Deposit Agreement establish in connection with the refunding of the 2013 Refunded Bonds.

(b) Payments pursuant to paragraphs (a)(i) and (a)(ii) of this Section 4 shall be made in accordance with a Certificate or Certificates signed by an Authorized Officer of the Authority, acknowledged by an Authorized Officer of the Public University, stating the names of the payees, the purpose of each payment in terms sufficient for identification and the respective amounts of each such payment.

Section 6. Amendment of Original Indenture.

(a) A new subsection (c) to Section 2.05 is hereby added to the Original Indenture to provide as follows:

"(c) Subject to the conditions set forth in this Section 2.05 and as may be otherwise set forth in any Supplemental Indenture, the Authority may issue Refunding Bonds under this Indenture for the purpose of paying the costs of the refunding of any Outstanding Bonds, provided, that:

(i) prior to the delivery of such Refunding Bonds, the Authority shall have delivered to the Trustee a certificate of an Authorized Officer of the Authority demonstrating and concluding that (A) the Maximum Annual Debt Service Requirement for such Refunding Bonds does not exceed the Maximum Annual Debt Service Requirement on the Bonds being refunded ("Refunded Obligations"), and (B) the Debt Service Requirement on such Refunding Bonds is not greater than the Debt Service Requirement on the Refunded Obligations in any Fiscal Year in which such Refunded Obligations would otherwise have been Outstanding;

(ii) in the case of the issuance of Refunding Bonds for refunding other Outstanding Bonds which are to be redeemed prior to maturity, evidence satisfactory to the Trustee that notice of redemption of such other Outstanding Bonds has been properly provided pursuant to this Indenture or irrevocable instructions for the provision of such notice have been given by the Authority; and

(iii) the Authority shall have delivered to the Trustee an opinion of counsel to the effect that, upon the issuance of such Refunding Bonds and after giving effect to the application of the proceeds thereof, the Refunded Obligations shall cease to be Outstanding under the Indenture."

(b) Section 12.03 of the Original Indenture is hereby amended and restated in its entirety to read as follows:

"Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the Trustee, or the Public University if the same shall be duly mailed by certified or registered mail addressed (provided that notice to the Trustee shall be effective only upon receipt):

To the Authority at:

The Camden County Improvement Authority
c/o Executive Director
520 Market Street, Suite 6400
Camden, New Jersey 08102

To the Trustee at:

TD Bank, National Association
12000 Horizon Way, 3rd Floor
Mount Laurel, New Jersey 08054
Attention: Corporate Trust Department

To the Public University at:

Rowan University
201 Mullica Hill Road
Glassboro, New Jersey 08028-1701
Attention: Senior Vice President for Finance and Chief Financial Officer

All notices, demands, directions and requests to the Trustee shall be in writing unless expressly stated herein.

It shall be sufficient service of any notice, request, complaint, demand or other paper permitted or required by this Indenture to be given or filed with the Bondowners if the same is duly mailed by first-class mail, postage prepaid, addressed to each of the Bondowners at the time Outstanding at the addresses shown by the Bond Register. Neither the failure to receive such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to other Bondowners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

The Trustee is hereby instructed to give notice to any Rating Agency then maintaining a rating on the Bonds if (i) the Trustee resigns or is removed, or a new Trustee is appointed, (ii) there is a call for the redemption of all Bonds, (iii) all of the Bonds are defeased in accordance with Article XI hereof, or (iv) any amendment is made to this Indenture or the Lease Agreement."

Section 7. Matters Related to the 2024 Insurer. While the Policy guarantees the payment of the Insured Obligations, the following shall apply:

(a) Notice and Other Information to be given to the 2024 Insurer. The Authority and the Public University will provide the 2024 Insurer with all notices and other information it is obligated to provide: (i) under the Continuing Disclosure Agreement; and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of 2024 Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2024B0169, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other

communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1524 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) Defeasance. The investments in the defeasance escrow relating to Insured Obligations shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by the 2024 Insurer.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Authority shall deliver to the 2024 Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to the 2024 Insurer and shall be in form and substance satisfactory to the 2024 Insurer. In addition, the escrow agreement shall provide that:

(i) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of the 2024 Insurer, which consent will not be unreasonably withheld.

(ii) The Authority and the Public University will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (A) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (B) as a condition to any such redemption there shall be provided to 2024 Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(iii) The Authority and the Public University shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the 2024 Insurer.

(c) Trustee and Paying Agent.

(i) The 2024 Insurer shall receive prior written notice of any name change of the Trustee or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking

association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by 2024 Insurer in writing.

(ii) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to the 2024 Insurer, shall be qualified and appointed.

(d) Amendments, Supplements and Consents. The 2024 Insurer's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Authority and the Public University shall send copies of any such amendments or supplements to 2024 Insurer and the rating agencies which have assigned a rating to the Insured Obligations.

(i) *Consent of the 2024 Insurer.* Any amendments or supplements to the Security Documents shall require the prior written consent of the 2024 Insurer with the exception of amendments or supplements:

(A) To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or

(B) To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

(C) To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or

(D) To add to the covenants and agreements of the Authority and the Public University in the Security Documents other covenants and agreements thereafter to be observed by the Authority and the Public University or to surrender any right or power therein reserved to or conferred upon the Authority and the Public University.

(E) To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).

(ii) *Consent of 2024 Insurer in Addition to Bondholder Consent.* Whenever any Security Document requires the consent of holders of Insured Obligations, the 2024 Insurer's consent shall also be required. In addition, any amendment, supplement, modification to, or waiver of, any of the Security

Documents that adversely affects the rights or interests of the 2024 Insurer shall be subject to the prior written consent of the 2024 Insurer.

(iii) *Insolvency.* Any reorganization or liquidation plan with respect to the Authority or the Public University must be acceptable to the 2024 Insurer. The Trustee and each owner of the Insured Obligations hereby appoint the 2024 Insurer as their agent and attorney-in-fact with respect to the Insured Obligations and agree that the 2024 Insurer may at any time during the continuation of any proceeding by or against the Authority or the Public University under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to the 2024 Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

(iv) *Control by the 2024 Insurer Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, the 2024 Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without the 2024 Insurer's written consent.

(v) *2024 Insurer as Owner.* Upon the occurrence and continuance of a default or an event of default, the 2024 Insurer shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

(vi) *Consent of the 2024 Insurer for Acceleration.* The 2024 Insurer's prior written consent is required as a condition precedent to and in all instances of acceleration.

(vii) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of the 2024 Insurer.

(viii) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs (d)(i)-(v)

above to the contrary, (1) if at any time prior to or following an Insurer Default, the 2024 Insurer has made payment under the Policy, to the extent of such payment, the 2024 Insurer shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if the 2024 Insurer has not made any payment under the Policy, the 2024 Insurer shall have no further consent rights until the particular Insurer Default is no longer continuing or the 2024 Insurer makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the 2024 Insurer has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) the 2024 Insurer shall (1) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (2) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (3) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (4) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (5) make a general assignment for the benefit of creditors, or (6) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the 2024 Insurer (including without limitation under the New York Insurance Law).

(e) Loan/Lease/Financing Agreement.

(i) The security for the Insured Obligations shall include a pledge and assignment of any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

(ii) Any payments by the Public University under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.

(f) The 2024 Insurer As Third Party Beneficiary. The 2024 Insurer is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

(g) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by the 2024 Insurer pursuant to the Policy, the Insured Obligations shall remain

outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Authority to the registered owners shall continue to exist and shall run to the benefit of the 2024 Insurer, and the 2024 Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify the 2024 Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify the 2024 Insurer or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify the 2024 Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the 2024 Insurer.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to the 2024 Insurer, in form satisfactory to the 2024 Insurer, an instrument appointing the 2024 Insurer as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to the 2024 Insurer of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from the 2024 Insurer with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to the 2024 Insurer, in form satisfactory to the 2024 Insurer, an instrument appointing the 2024 Insurer as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to 2024 Insurer of the Insured Obligations surrendered to the 2024 Insurer, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from the 2024 Insurer, (iii) segregate all such payments in the BAM Policy Payment Account to only be

used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by the 2024 Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to the 2024 Insurer, registered in the name directed by the 2024 Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Authority on any Insured Obligation or the subrogation or assignment rights of the 2024 Insurer.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Authority with respect to such Insured Obligations, and the 2024 Insurer shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to the 2024 Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Authority, the Public University and the Paying Agent and Trustee agree for the benefit of the 2024 Insurer that:

(i) They recognize that to the extent the 2024 Insurer makes payments directly or indirectly (e.g., by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, the 2024 Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Authority/Public University, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

(ii) They will accordingly pay to the 2024 Insurer the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat the 2024 Insurer as the owner of such rights to the amount of such principal and interest.

(h) Additional Payments. Upon prior written notice from the Authority, the 2024 Insurer or the Trustee of the incurrence of the obligations described hereafter, the Public University agrees unconditionally that it will pay or reimburse the 2024 Insurer on demand, any and all reasonable charges, fees, costs, losses, liabilities and expenses that the

2024 Insurer may pay or incur, including, but not limited to, fees and expenses of the 2024 Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the 2024 Insurer spent in connection with the actions described in the preceding sentence. The Authority and the Public University agree that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to the 2024 Insurer until the date the 2024 Insurer is paid in full.

Notwithstanding anything herein to the contrary, upon prior written notice from the 2024 Insurer, the Authority or the Trustee of the incurrence of the obligations described hereafter, the Public University agrees to pay to the 2024 Insurer: (i) a sum equal to the total of all amounts paid by the 2024 Insurer under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by the 2024 Insurer until payment thereof in full by the Public University, payable to the 2024 Insurer at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Public University hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

(i) Debt Service Reserve Fund. The prior written consent of the 2024 Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the "Debt Service Reserve Fund", if any. Amounts on deposit in the Debt Service Reserve Fund, if any, shall be applied solely to the payment of debt service due on the Insured Obligations.

(j) Exercise of Rights by the 2024 Insurer. The rights granted to the 2024 Insurer under the Security Documents to request, consent to or direct any action are rights granted to the 2024 Insurer in consideration of its issuance of the Policy. Any exercise by the 2024 Insurer of such rights is merely an exercise of the 2024 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of the 2024 Insurer, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of the 2024 Insurer.

(k) The 2024 Insurer shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Public University (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not the 2024 Insurer has received a claim upon the Policy.

(l) So long as the Insured Obligations are outstanding or any amounts are due and payable to the 2024 Insurer, the Public University shall not sell, lease, transfer, encumber or otherwise dispose of the Project Facilities (as such term is defined in the Lease Agreement) or any material portion thereof, except upon obtaining the prior written consent of the 2024 Insurer.

(m) No contract shall be entered into or any action taken by which the rights of the 2024 Insurer or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the 2024 Insurer.

(n) If an event of default occurs under any agreement pursuant to which any Obligation of the Authority or the Public University has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or the 2024 Insurer, as the 2024 Insurer may determine in its sole discretion, then an event of default shall be deemed to have occurred under the Indenture and the related Security Documents for which the 2024 Insurer or the Trustee, at the direction of the 2024 Insurer, shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

Section 8. Indenture One Instrument. The Original Indenture, as amended and supplemented by the provisions of this First Supplemental Indenture, is to be read, taken and construed as one and the same instrument. Except as amended or supplemented hereby, the provisions of the Original Indenture are hereby ratified and confirmed in all respects and are applicable in all respects to the 2024 Bonds and the Holders thereof.

Section 9. Severability. The provisions of this First Supplemental Indenture are hereby declared to be separable. If any Section, phrase or provision shall for any reason be declared to be invalid, such declarations shall not affect the validity of the remainder of the Sections, phrases or provisions.

Section 10. Headings for Convenience Only. The descriptive headings herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 11. Governing Law. This First Supplemental Indenture shall be governed exclusively by the provisions hereof and by the applicable laws of the State without reference to conflict of law provisions.

Section 12. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its name and behalf and attested by its duly Authorized Officers, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf attested by its duly Authorized Officer, all as of the day and year first above written.

**THE CAMDEN COUNTY IMPROVEMENT
AUTHORITY**

[Signatures Appear on the Following Page]

By: _____
LINDA M. ROHRER
Chairperson

**TD BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Representative

Acknowledged and Accepted:

ROWAN UNIVERSITY

By: _____
JOSEPH F. SCULLY, JR.,
Senior Vice President for Finance and
Chief Financial Officer

EXHIBIT "A"
TO FIRST SUPPLEMENTAL TRUST INDENTURE
(FORM OF 2024 BOND)

Unless this bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

Registered
No. R-

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
LEASE REVENUE REFUNDING BONDS
(ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE PROJECT),
SERIES 2024

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
	December 1, 20__	February 29, 2024	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, a public body corporate and politic of the State of New Jersey (herein called the "Authority"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on the portion of said Principal Amount from time to time Outstanding at the interest rate per annum determined as described herein and in the Indenture hereinafter referred to from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date as described in the Trust Indenture, dated as of July 1, 2013, as amended and supplemented by the First Supplemental Trust

Indenture, dated as of February 1, 2024 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), by and between the Authority and TD Bank, National Association, as Trustee ("Trustee"), until said Principal Amount is paid.

Method of Payment. The principal of and interest on this 2024 Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this 2024 Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this Bond at the Principal Office of the Trustee. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner appearing on the registration books of the Authority ("Bond Register") maintained by the Trustee, as Bond Registrar, at the close of business on the Record Date next preceding such Interest Payment Date and shall be paid (i) by check or draft of the Trustee mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address furnished in writing by such Registered Owner to the Trustee or (ii) by electronic transfer in immediately available funds, if the 2024 Bonds are held by The Depository Trust Company or another securities depository, or at the written request addressed to the Trustee by any Owner of 2024 Bonds in the aggregate principal amount of at least \$1,000,000 such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

Authorization. This 2024 Bond is one of a duly authorized series of bonds of the Authority designated "The Camden County Improvement Authority Lease Revenue Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024" in the aggregate principal amount of \$15,375,000 ("2024 Bonds"), issued for the purpose of providing funds to Rowan University (herein called the "Public University"), to undertake a project consisting of: (A) the refunding and redemption of a portion of the 2013 Refunded Bonds; and (B) payment of the costs of issuance of the 2024 Bonds, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of New Jersey, including particularly the County Improvement Authorities Law ("Act"), and pursuant to proceedings duly had by the Authority. The funding will be made pursuant to the Lease and Agreement, dated as of July 1, 2013, as amended and supplemented by the First Supplemental Lease Agreement, dated as of February 1, 2024 (said Lease Agreement, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease Agreement"), by and between the Authority and the Public University.

Security. The 2024 Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Indenture pursuant to which the rights of the Authority under the Lease Agreement (other than its rights to payment of fees and expenses and indemnification) are pledged and assigned by the Authority to the Trustee as security for the 2024 Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent

of the security for the 2024 Bonds, and the rights, duties and obligations of the Authority, the Trustee and the Owners of the 2024 Bonds, and a description of the terms upon which the 2024 Bonds are issued and secured, upon which provision for payment of the 2024 Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the 2024 Bonds. Capitalized terms not defined herein are used with the meanings given to them in the Indenture.

Pursuant to the Lease Agreement, Basic Lease Payments sufficient for the prompt payment when due of the principal of, redemption premium, if any, and interest on the 2024 Bonds are to be paid by the Public University directly to the Trustee for the account of the Authority and deposited in a special account created by the Indenture and designated the "Camden County Improvement Authority Debt Service Fund, Rowan University School of Osteopathic Medicine Project Series 2024 and all Basic Lease Payments under the Lease Agreement have been duly pledged and assigned to the Trustee for that purpose.

Interest Rates. The 2024 Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such 2024 Bonds to which interest has been paid, unless the date of such 2024 Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such 2024 Bond is prior to the first Interest Payment Date of the 2024 Bonds, in which case interest shall be payable from the dated date of the 2024 Bonds, or unless the date of such 2024 Bond is between a record date, and the next succeeding Interest Payment Date, in which case from such interest payment date. The amount of interest payable with respect to any Series 2024 Bonds on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months.

Extraordinary Optional Redemption. The 2024 Bonds are subject to extraordinary optional redemption prior to their stated maturity as provided in the First Supplemental Indenture.

Limitation on Rights; Acceleration; Modifications. The Owner of this 2024 Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2024 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the 2024 Bonds or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Special and Limited Obligations. The 2024 Bonds and the interest thereon shall be special and limited obligations of the Authority payable (except to the extent paid out of 2024 Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Lease Payments, and other payments derived by the Authority under the Lease Agreement (except for fees and expenses payable to the Authority, the Authority's right to reimbursement as set forth in the Lease Agreement and any payments made by the Trustee or the Public University to meet the

rebate requirements of Section 148(f) of the Internal Revenue Code for the 2024 Bonds) as provided in the Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the 2024 Bonds, as provided in the Indenture. Notwithstanding anything to the contrary in the Resolution, this 2024 Bond or the Indenture, the Bond Payment Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or of any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture), and shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the 2024 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof other than the Authority (to the limited extent set forth in the Indenture) or any charge upon its general credit or against its taxing power. The Authority has no taxing power.

No Recourse. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the 2024 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of the 2024 Bonds.

Statement of Insurance. Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this 2024 Bond to TD Bank, National Association, or its successor, as Trustee for the 2024 Bonds. Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from BAM or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these 2024 Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Indenture or this 2024 Bond, BAM shall be deemed to be the sole owner of the 2024 Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the 2024 Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Indenture, at laws or in equity.

Authentication. This 2024 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this 2024 Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CAMDEN COUNTY IMPROVEMENT AUTHORITY has caused this 2024 Bond to be executed in its name by the manual or facsimile signature of its Chairperson or Vice Chair and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its official common seal or a facsimile thereof to be affixed or imprinted hereon, all as of the Dated Date specified above.

(SEAL)

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

By: _____
Chairperson

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the 2024 Bonds described in the within mentioned Indenture.

**TD BANK, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Signature

Date of Authentication:

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _____ (Social Security or Federal Employer Identification No.) ("Transferee") the within 2024 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within 2024 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____ Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within 2024 Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer identification number of the Transferee is supplied. If the Transferee is a trust, attach names and Social Security or Federal Employer Identification numbers of the settler or beneficiaries, the date of the trust and the name of the trustee.

ABBREVIATIONS

The following abbreviations, when used in the description on the face of the within 2024 Bond, shall be construed as though they were written out in full according to applicable laws and regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT (Cus) - Custodian Under Uniform Gifts to Minors Act

Additional abbreviations may also be used though not in the above list.

APPENDIX C-2

**ORIGINAL LEASE AGREEMENT AND FORM OF FIRST AMENDMENT TO LEASE
AGREEMENT**

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LEASE AND AGREEMENT

BY AND BETWEEN

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

AND

ROWAN UNIVERSITY

DATED AS OF

JULY 1, 2013

Relating to:

\$26,880,000
The Camden County Improvement Authority
Lease Revenue Refunding Bonds
(Rowan University School of Osteopathic Medicine Project),
Series 2013A

and

\$29,690,000
The Camden County Improvement Authority
Lease Revenue Refunding Bonds
(Rowan University School of Osteopathic Medicine Project),
Series 2013B (Federally Taxable)

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LEASE AND AGREEMENT

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY TO ROWAN UNIVERSITY

THIS LEASE AND AGREEMENT ("AGREEMENT"), MADE AS OF JULY 1, 2013, BY AND BETWEEN THE CAMDEN COUNTY IMPROVEMENT AUTHORITY ("AUTHORITY") AND ROWAN UNIVERSITY ("ROWAN" OR "PUBLIC UNIVERSITY")

WITNESSETH:

WHEREAS, The Camden County Improvement Authority ("Authority") has been duly created by a resolution of the Board of Chosen Freeholders of the County of Camden, New Jersey ("County"), as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey ("State"), and the acts amendatory thereof and supplemental thereto ("Act"); and

WHEREAS, pursuant to N.J.S.A. 18A:64M-1 et seq., also known as the New Jersey Medical and Health Sciences Education Restructuring Act ("Restructuring Act"), among other things, all functions, powers, duties and rights of the University of Medicine and Dentistry of New Jersey ("UMDNJ") related directly or indirectly to the establishment, maintenance, and operation of UMDNJ's School of Osteopathic Medicine ("SOM"), including the rights, title and interest in the SOM, its auxiliary and supporting institutions and the campus located in the Borough of Stratford, New Jersey ("SOM Site") including all associated fixed tangible assets, real property, buildings, furniture, fixtures, equipment, and personal property contained therein and thereon ("SOM Facilities"), are to be transferred and assigned to Rowan University ("Rowan" or "Public University"), a public institute of higher education, organized and established by the State pursuant to the Public Higher Education Act, N.J.S.A. 18A:62-1, et seq., the State College Act, N.J.S.A. 18A:644-1, et seq., and, beginning July 1, 2013, the Restructuring Act; and

WHEREAS, the Restructuring Act also provides that all debt issued by or on behalf of UMDNJ in connection with the establishment, operation and administration of the SOM, including all debt and obligations related to the acquisition, construction and installation of the SOM Site and SOM Facilities being transferred to Rowan (collectively, the "SOM Debt Obligations") shall be transferred and assigned to Rowan; and

WHEREAS, in accordance with the direction provided by the Restructuring Act, the Board of Trustees of Rowan ("Board") has determined to refinance a portion of such SOM Debt Obligations; and

WHEREAS, in furtherance of such determination, Rowan has heretofore requested assistance from the Authority, pursuant to an application for bond financing filed by Rowan prior to the date hereof ("Application"), for purposes of providing conduit bond financing to fund the costs of: (i) the refinancing of a portion of the SOM Debt Obligations; and (ii) the costs of issuance with respect to the proposed refinancing (collectively, the "Refinancing Project"); and

WHEREAS, pursuant to N.J.S.A. 40:37A-55, the Authority is authorized to extend credit or make loans to any governmental unit or person, including Rowan, for the planning, design, acquisition, construction, equipping and furnishing of a "public facility", upon the terms and conditions that the loans be secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds issued for the purpose by the Authority, and upon such other terms and conditions as the Authority shall deem reasonable; and

WHEREAS, pursuant to N.J.S.A. 40:37A-60, the Authority is permitted to issue refunding bonds for the purpose of financing the cost of any "public facility" or "facilities" or funding or refunding any bonds; and

WHEREAS, pursuant to N.J.S.A. 40:37A-45(p), the SOM Site and the SOM Facilities to be acquired by Rowan constitute a "public facility" within the meaning of the Act and, as such, the Authority is authorized to provide financial assistance to Rowan for the purpose of refinancing the SOM Debt Obligations originally issued to finance the costs of the SOM Site and the SOM Facilities; and

WHEREAS, the Authority has reviewed the Application and has, pursuant to a resolution adopted on April 11, 2013, made certain findings and determinations with respect to said Application and preliminarily authorized, *inter alia*, the issuance of the Authority's Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013, consisting of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A ("2013A Bonds") and Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable) ("2013B Bonds" and together with the 2013A Bonds, the "Bonds") to finance the costs of the Refinancing Project; and

WHEREAS, pursuant to a Resolution duly adopted on May 9, 2013 ("Resolution"), the Authority determined that it was necessary and in keeping with its authorized purposes to issue the Bonds pursuant to the terms an Indenture of Trust, dated as of July 1, 2013 ("Indenture"), between the Authority and TD Bank, National Association, as trustee ("Trustee"), for the purpose of providing funds to finance the Refinancing Project; and

WHEREAS, the Authority will issue the Bonds pursuant to the Act, the Resolution, the Indenture and other related documents; and

WHEREAS, the repayment of the Bonds will be secured by this Agreement, pursuant to which the Authority will lease the Project Facilities (as hereinafter defined) to the Public University; and

WHEREAS, the Authority desires to let and provide for the financing of the Refinancing Project to the Public University in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of the Public University, its successors and assigns, to be paid, kept and performed, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority by these presents does lease, demise and let the Project Facilities to the Public University, and the Public University does hereby consent to said leasing and hereby takes the Project Facilities upon and subject to the conditions hereinafter expressed.

ARTICLE I
DEFINITIONS

Definitions. The words and terms used in this Agreement shall have the same meanings as set forth in Section 1.01 of the Indenture, and unless the context shall otherwise require, the following words and terms, as used in this Agreement shall mean:

"Additional Lease Payments" means the payments so designated and required to be made by the Public University pursuant to Section 4.06 hereof.

"Agreement" means this Lease and Agreement, dated as of July 1, 2013, executed by and between the Authority and the Public University, in connection with the issuance of the Bonds and relating to the Project Facilities.

"Annual Administrative Fee" means the annual fee for the general administrative services of the Authority related to the Bonds, this Agreement, the Indenture and the Ground Lease, in an amount equal to \$5,000.

"Applicable Environmental Laws" shall mean (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq. ("CERCLA"); (ii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et seq. ("RCRA"); (iii) the New Jersey Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 et seq. ("ISRA"); (iv) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11b et seq. ("Spill Act"); (v) the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq. ("UST"); (vi) the New Jersey Solid Waste Management Act, as amended, N.J.S.A. 13:1E-1 et seq.; (vii) the New Jersey Toxic Catastrophe Prevention Act, as amended, N.J.S.A. 13:1K-19 et seq.; (viii) the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq.; (ix) the Clean Air Act, as amended, 42 D.S.C. 7401 et seq.; (x) the New Jersey Air Pollution Control Act, as amended, N.J.S.A. 26:2C-1 et seq.; (xi) the Site Remediation Reform Act ("SRRA"), as amended, N.J.S.A. 58:10C-1 et seq.; and (xii) any and all federal, regional, State, county and local laws, regulations, executive orders, rules, ordinances, codes, guidance, consent decrees, orders, judgments and directives pertaining to pollution or protection of the Environment (including laws, regulations and other requirements relating to Environmental Conditions and Releases or threatened Releases of Hazardous Substances into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, Release, transport or handling of Hazardous Substances), as the same may be amended or supplemented from time to time. Any capitalized terms referred to in Section 5.11 hereof not otherwise defined herein which are defined in any Applicable Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

"Approvals" shall have the meaning ascribed thereto in Section 5.08 hereof.

"Basic Lease Payments" shall mean an amount of money payable in accordance with this Agreement, as more fully provided for in Section 4.05 hereof.

"Basic Lease Payment Date" means (i) with respect to the Principal Portion of a Basic Lease Payment, November 1 and May 1 prior to any regularly scheduled Principal Payment Date or, if such date is not a Business Day, the Business Day next preceding such date, (ii) with respect to the Interest Portion of a Basic Lease Payment, November 1 and May 1, as applicable, prior to any regularly scheduled Interest Payment Date, and (iii) with respect to a prepayment or acceleration, the date of payment of the Purchase Option Price or Mandatory Purchase Price, as the case may be.

"Bonds" means, collectively: (i) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000, issued pursuant to the Resolution and the Indenture; and (ii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2010B (Federally Taxable), in the original principal amount of \$29,690,000, issued pursuant to the Resolution and the Indenture.

"Bond Payment Obligations" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and redemption premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.

"Bond Purchase Contract" means the Bond Purchase Agreement by and among the Authority, the Public University and Raymond James & Associates, Inc., as senior managing underwriter, acting on its own behalf and on behalf of the other underwriters named therein, entered into in connection with the negotiated sale of the respective series of the Bonds.

"Bond Year" shall mean a period of twelve (12) consecutive months beginning on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

"Business Day" means a day other than a day on which banks located in the City of New York, New York, the State of New Jersey, or the city in which the Principal Office of the Trustee is located, is required or authorized by law or executive order to close, and (ii) on which the New York Stock Exchange is not closed.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement executed by and between the Public University and the Trustee, as trustee and as dissemination agent, pertaining to the Bonds, as may be amended or supplemented.

"Cost" of the Refinancing Project shall include, together with any other proper item of cost not specifically mentioned herein, the cost of the acquisition of the SOM Site and the SOM Facilities, the costs and expenses related to the Refinancing Project, the Initial Fee, the cost of any indemnity and surety bonds and premiums for insurance administrative expenses of the Authority, legal fees, fees and expenses of the Trustee and other fiduciaries, depositories, escrow agents and paying agents, the costs of issuance of the Bonds by the Authority and fees and expenses of financial advisors and consultants in connection therewith properly chargeable to the Refinancing Project, the cost of insurance or other financial facility securing the payment of the Bonds, the cost of audits, the reimbursement of all moneys advanced or applied by the State, or

any agency, instrumentality, commission or officer thereof, or otherwise, if required, for the payment of any item or items of cost of the Refinancing Project, and all other expenses necessary or incidental to determining the feasibility or practicability of the Refinancing Project, and such other expenses not specified herein as may be necessary or incident to the acquisition of the Project Facilities as part of the Restructuring Act, the refinancing thereof and the placing of the same in operation.

"Environment" means ambient air, surface water, groundwater, surface or subsurface soil or other geologic media, sediment and all plants and wildlife present therein or thereon.

"Environmental Conditions" means any environmental contamination or pollution or threatened contamination or pollution of, or the Release or threatened Release of Hazardous Substances into, the Environment.

"Escrow Deposit Agreement" means, collectively, those certain Escrow Deposit Agreements, each dated as of July 1, 2013, by and among: (i) the 2002A Escrow Agent, the Public University, University Hospital and Rutgers with respect to the 2002A UMDNJ Bonds ("2002A Escrow Agreement"); and (ii) the 2009B Escrow Agent, the Public University, University Hospital, Rutgers and the New Jersey Educational Facilities Authority, with respect to the 2009B NJEFA Bonds ("2009B Escrow Agreement").

"Financing Documents" means the Indenture, the Resolution, the Bonds, this Agreement, the Ground Lease, the Escrow Deposit Agreement, the Continuing Disclosure Agreement, the Tax Agreement and the Bond Purchase Contract and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

"Governmental Authority" means any nation or government, any state, city, locality, municipality or political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any government authority, agency, department, board, commission or instrumentality, including, without limitation, the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP") and all other federal, State, regional, county or local government authorities authorized or having jurisdiction to enforce Applicable Environmental Laws.

"Ground Lease" means the Ground Lease Agreement, dated as of July 1, 2013, by and between the Public University, as lessor, and the Authority, as lessee.

"Hazardous Substances" means and includes: (a) any "hazardous substance," "pollutant" or "contaminant" as defined in Applicable Environmental Laws, including without limitation CERCLA and the Spill Act; (b) any "hazardous waste" as such term is defined in Applicable Environmental Laws; (c) any substance containing "petroleum," as such term is defined in Section 9001(8) of RCRA, Section 6991 (8) of RCRA or in 40 C.F.R. Section 280.1; and (d) any substance, material or waste which is defined, listed or regulated under any Applicable Environmental Laws or with respect to which any Governmental Authority with jurisdiction over the Public University requires special handling in its generation, handling, use, collection, storage, treatment, disposal or Release.

"Initial Fee" means the fee paid or payable to the Authority for its services in connection with the issuance of the Bonds, in the amount of \$282,850.00.

"Interest Payment Date" means the dates on which interest on the Bonds is required to be paid to the Holders thereof or the date of any redemption or acceleration of the Bonds.

"Interest Portion" means, with respect to Basic Lease Payments due on any regularly scheduled Basic Lease Payment Date, the interest on the Bonds due and owing on the immediately succeeding regularly scheduled Interest Payment Date thereof, less any credits thereto as contemplated by this Agreement.

"Losses" means all actions, suits, claims, liabilities, losses, damages, penalties, fines, fees, costs and expenses, including, without limitation, sampling, monitoring and remediation costs, natural resource damages, damages on account of personal injuries, death or property damages, attorneys', consultants' and engineering fees and disbursements, costs of defense and interest.

"Mandatory Purchase Price" shall have the meaning ascribed thereto in Section 4.08(b) hereof.

"Principal Payment Date" means the dates on which the principal or any mandatory sinking fund installment of the Bonds is required to be paid to the Holders thereof as set forth in the Indenture or the date of any redemption or acceleration of the Bonds.

"Principal Portion" means; with respect to any Basic Lease Payments due on any regularly scheduled Basic Lease Payment Date, one half (1/2) of the principal or any mandatory sinking fund installment, if any, of the Bonds due and owing on the immediately succeeding regularly scheduled Principal Payment Date thereof, less any credits thereto as contemplated by this Agreement.

"Project Facilities" means those SOM Facilities generally identified in Exhibit A of this Agreement, which includes the Project Site and the SOM Facilities thereon, including any additions, improvements, modifications, substitutions and renewals thereof, and further includes other facilities and uses as are permitted by the Act and this Agreement.

"Project Land" shall have the meaning ascribed thereto in Section 2.04 hereof.

"Project Site" means the real property upon which the Project Facilities are located and any other real property constituting the Project Land (as defined in the Ground Lease), including, initially, Block 62, Lot 10 on the Official Tax Map of the Borough of Stratford, County of Camden, New Jersey.

"Public University" means the institution for higher education authorized and created pursuant to law, the name of which is Rowan University.

"Purchase Option Price" shall have the meaning ascribed thereto in Section 4.08 hereof.

"Rebate Amount" shall have the meaning ascribed thereto in the Tax Agreement.

"Refinancing Project" shall have the meaning set forth in the preambles hereto as it may be amended pursuant hereto.

"Refinancing Project Fund" means the fund created and established by the Indenture, to be used for the purpose of paying the costs of the Refinancing Project.

"Refunded Bonds" means, collectively, the 2002A Refunded Bonds and the 2009B Refunded Bonds.

"Release" means the intentional or unintentional spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping, release or threatened release, burial, pumping, pouring, emptying or dumping into the Environment.

"Remediate" or "Remediation" means (i) all investigations of Environmental Conditions of any kind or nature whatsoever, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring, or (ii) actions of any kind or nature whatsoever taken to remove, abate or remediate Environmental Conditions, including the use, implementation, application, installation, operation or maintenance of removal actions, in-situ or ex-situ remediation technologies applied to surface or subsurface soils, encapsulation or stabilization of soils, excavation and off-site treatment or disposal of soils, systems for recovery and/or treatment of groundwater or free product, Engineering Controls or Institutional Controls (as such terms are defined under N.J.S.A. 58:10B-1 et seq.).

"Rental Pledge Account" shall have the meaning ascribed thereto in Section 4.04 hereof.

"SOM" means the School of Osteopathic Medicine situated in the Borough of Stratford, New Jersey.

"SOM Debt Obligations" means all debt issued by or on behalf of UMDNJ in connection with the establishment, operation and administration of the SOM, including all debt and obligations related to the acquisition, construction and installation of the SOM Site and SOM Facilities in Stratford being transferred to Rowan, which includes the 2002A Refunded Bonds and the 2009B Refunded Bonds.

"SOM Facilities" the rights, title and interest in the SOM, its auxiliary and supporting institutions and the SOM Site located in the Borough of Stratford, New Jersey, including all associated fixed tangible assets, real property, buildings, furniture, fixtures, equipment, and personal property contained therein and thereon.

"SOM Site" the SOM campus located in the Borough of Stratford, New Jersey constituting Block 62, Lots, 5, 6, 10, 18 and 19 on the Official Tax Map of the Borough of Stratford, County of Camden, New Jersey.

"State" means the State of New Jersey.

"Trustee" means TD Bank, National Association, and its successor or successors and any other bank or trust company at any time substituted in its place pursuant to the Indenture.

"2002A Escrow Agent" means U.S. Bank National Association and its successors and assigns.

"2002A Refunded Bonds" means, collectively, the 2002A UMDNJ Bonds maturing on (i) December 1, 2013 in the principal amount of \$141,495.47 and bearing interest at a rate of 5.375% per annum, (ii) December 1, 2013 in the principal amount of \$118,384.55 and bearing interest at a rate of 4.250% per annum, (iii) December 1, 2014 in the principal amount of \$225,921.11 and bearing interest at a rate of 5.375% per annum, (iv) December 1, 2014 in the principal amount of \$17,451.11 and bearing interest at a rate of 4.500% per annum, (v) December 1, 2015 in the principal amount of \$219,317.99 and bearing interest at a rate of 5.375% per annum, (vi) December 1, 2016 in the principal amount of \$204,696.79 and bearing interest at a rate of 5.375% per annum, (vii) December 1, 2016 in the principal amount of \$33,487.26 and bearing interest at a rate of 4.700% per annum, (viii) December 1, 2017 in the principal amount of \$240,070.65 and bearing interest at a rate of 5.500% per annum, (ix) December 1, 2018 in the principal amount of \$260,823.32 and bearing interest at a rate of 5.500% per annum, (x) December 1, 2019 in the principal amount of \$570,226.76 and bearing interest at a rate of 5.500% per annum, (xi) December 1, 2020 in the principal amount of \$629,654.86 and bearing interest at a rate of 5.500% per annum, (xii) December 1, 2020 in the principal amount of \$77,822.51 and bearing interest at a rate of 5.000% per annum, (xiii) December 1, 2021 in the principal amount of \$405,620.36 and bearing interest at a rate of 5.500% per annum, (xiv) December 1, 2022 in the principal amount of \$1,466,364.76 and bearing interest at a rate of 5.125% per annum, (xv) December 1, 2022 in the principal amount of \$77,822.51 and bearing interest at a rate of 5.050% per annum, (xvi) December 1, 2023 in the principal amount of \$917,833.98 and bearing interest at a rate of 5.500% per annum, (xvii) December 1, 2023 in the principal amount of \$18,666.06 and bearing interest at a rate of 5.100% per annum, (xviii) December 1, 2024 in the principal amount of \$1,175,355.74 and bearing interest at a rate of 5.000% per annum, (xix) December 1, 2027 in the principal amount of \$3,989,700.72 and bearing interest at a rate of 5.500% per annum, (xx) December 1, 2027 in the principal amount of \$161,304.84 and bearing interest at a rate of 5.100% per annum, and (xxi) December 1, 2031 in the principal amount of \$6,757,823.84 and bearing interest at a rate of 5.000% per annum.

"2002A UMDNJ Bonds" shall mean the \$224,130,000 aggregate principal amount of University of Medicine and Dentistry of New Jersey Bonds, 2002 Series A, dated May 8, 2002, issued by the University of Medicine and Dentistry of New Jersey.

"2009B Escrow Agent" means U.S. Bank National Association and its successors and assigns.

"2009B NJEFA Bonds" shall mean the \$258,075,000 Revenue Refunding Bonds, University of Medicine and Dentistry of New Jersey Issue, Series 2009 B, dated April 1, 2009, issued by the New Jersey Educational Facilities Authority.

"2009B Refunded Bonds" means, collectively, the 2009B NJEFA Bonds maturing on (i) December 1, 2013 in the principal amount of \$1,290,787.22 and bearing interest at a rate of 5.500% per annum, (ii) December 1, 2014 in the principal amount of \$1,405,134.13 and bearing interest at a rate of 6.000% per annum, (iii) December 1, 2015 in the principal amount of

\$1,544,735.58 and bearing interest at a rate of 5.750% per annum, (iv) December 1, 2016 in the principal amount of \$324,099.84 and bearing interest at a rate of 6.000% per annum, (v) December 1, 2017 in the principal amount of \$3,034,753.01 and bearing interest at a rate of 6.000% per annum, (vi) December 1, 2018 in the principal amount of \$1,828,849.07 and bearing interest at a rate of 6.250% per annum, (vii) December 1, 2019 in the principal amount of \$1,504,749.24 and bearing interest at a rate of 6.500% per annum, (viii) December 1, 2020 in the principal amount of \$1,445,120.48 and bearing interest at a rate of 6.500% per annum, (ix) December 1, 2023 in the principal amount of \$4,164,893.34 and bearing interest at a rate of 7.125% per annum, and (x) December 1, 2032 in the principal amount of \$18,819,537.41 and bearing interest at a rate of 7.500% per annum.

"2013A Bonds" means The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000, issued pursuant to the Resolution and the Indenture.

"2013B Bonds" means The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable), in the original principal amount of \$29,690,000, issued pursuant to the Resolution and the Indenture.

Words importing persons include firms, associations and corporations, and words importing the singular number include the plural number and vice versa.

ARTICLE II

THE PROJECT

SECTION 2.01 Acquisition of Project Facilities; Payment of Refinancing Project Costs. The Authority agrees that, simultaneously with the Public University's acquisition of a fee interest in the Project Facilities from UMDNJ and the conveyance by the Public University of a ground lease interest in the real property described in Section 2.04 hereto to the Authority, the Authority, on behalf of the Public University, shall, in accordance with the Restructuring Act undertake the defeasance and refinancing of the SOM Debt Obligations and shall pay the Costs of the Refinancing Project necessary therefor. It is hereby understood and agreed that the Cost of the Refinancing Project shall be paid solely from the proceeds of the Bonds issued by the Authority in accordance with the Indenture and the Resolution, and other funds made available to the Authority for such purpose under the provisions of this Agreement or said Resolution.

SECTION 2.02 Use of the Project Facilities. The Authority agrees that the Project Facilities may be, and the Public University agrees that said Project Facilities shall be used by the Public University as a "public facility" permitted under the Act and which, in the opinion of the Public University, are necessary, desirable and to the benefit and best interest of the Public University. The Public University further covenants and agrees, however, that at no time shall the Project Facilities, or any part thereof, be used or be allowed to be used for sectarian instruction or as a place for religious worship.

The Public University also covenants and agrees, to the extent it is able, to enforce and require to be enforced, for the term of this Agreement, reasonable rules and regulations governing the use of the Project Facilities and the operation thereof; that all compensation, salaries, fees and wages paid by them in connection with the maintenance, repair and operation thereof will be reasonable; that no more persons will be employed by it than are necessary; that it will maintain and operate the Project Facilities in an efficient and economical manner; that it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements; and that it will comply with all valid acts, rules and regulations, orders and directions of any legislative, executive, administrative or judicial body, applicable to the Public University, and the Project Facilities.

The Public University covenants and agrees that it shall use and/or operate or cause the Project Facilities to be used for or operated as educational facilities constituting an authorized "public facilities" under the Act. The Public University's failure to comply with this covenant shall constitute an event of default under Article VII of this Agreement. The Authority reserves the right to request that the Public University, at its expense, deliver to the Authority the written opinion of nationally recognized bond counsel, acceptable to the Authority, to that effect that all or any portion of the Project Facilities are being used and/or operated as a "public facility" as set forth under the Act.

SECTION 2.03 Cost of the Refinancing Project. The Authority and the Public University agree that the probable Costs of the Refinancing Project, as determined in accordance with the best available estimates, is approximately \$56,570,000 and that the proceeds of the sale

of the Bonds to be issued by the Authority for the purpose of financing the Cost of the Refinancing Project will be sufficient, together with certain moneys to be made available for the Refinancing Project by the Public University, if any, and deposited in the Refinancing Project Fund to pay such Costs of the Refinancing Project.

The Public University hereby agrees that it will provide the difference, if any, between the proceeds from the sale of the Bonds and the actual amount required for the costs of the Refinancing Project pursuant to the above paragraph.

SECTION 2.04 Conveyance of Interest in Real Property. The Authority and the Public University agree and acknowledge that the Public University has, prior to the delivery of the Bonds, conveyed or has, pursuant to the Ground Lease, conveyed a legal ground lease interest to the Authority in the real property described in Exhibit A attached hereto and referred to herein as the Project Site and included as part of the Project Facilities. To the extent the Public University acquires any additional real property that the Public University elects to become a part of or shall become a part of the Project Site (such real property being hereinafter referred to as the "Project Land"), the Public University covenants and agrees that immediately upon its acquisition by the Public University, the Public University will convey a ground lease interest in each parcel of the Project Land to the Authority and deliver to the Authority the documents listed below. The Public University further covenants and agrees that immediately upon such conveyance of interest and the delivery to the Authority of the documents listed below, the portion of the Project Land conveyed will become part of the Project Site and the Project Facilities and will be subject to this Agreement in all respects. Such conveyance shall be accomplished with the appropriate conveyance instruments, with covenants against grantor's acts, in form satisfactory to the Authority. The Public University further agrees that it shall convey an interest in: (i) such rights-of-way, easements or other rights in land as may be required for ingress and egress to and from the Project Facilities for proper utilization of the Project Facilities; and (ii) such temporary rights-of-way, easements or other rights in land as may be required by the Authority for lease of the Project Facilities to the Public University.

In addition, the Public University covenants and agrees to deliver the following to the Authority in connection with the conveyance to the Authority of a leasehold interest in each parcel of the Project Land (hereinafter each, the "Subject Property"):

(a) A marked-up title commitment of a title insurance company satisfactory to the Authority representing the title insurance company's commitment to issue in favor of the Authority, but at the expense of the Public University, a standard form of leasehold title insurance policy, at regular rates, insuring the good and marketable title to the Subject Property, free and clear of all tenancies, liens, encumbrances, claims, including municipal liens and assessments, and all easements and restrictions, subject only to easements, restrictions and other matters of record (excluding monetary liens) which would not interfere with the Public University's use of the Subject Property as an "educational facility" within the meaning of the Act.

(b) Within sixty (60) days of the execution of this Agreement, an owner's title insurance policy in the amount of the purchase price of the Subject Property naming the Authority as the insured.

(c) A survey of the Subject Property, certified to and satisfactory to the Authority, showing all existing buildings and improvements and any encroachments by or on the Subject Property and the location of all easements and rights of way affecting the Subject Property.

(d) Evidence that the insurance required by Section 5.05 of this Agreement has been obtained.

(e) Evidence satisfactory to the Authority, upon advice of counsel, that the Subject Property is free of any Hazardous Substances; or if Hazardous Substances are present on the Subject Property, the Public University shall, to the extent required by Applicable Environmental Laws, provide the New Jersey Department of Environmental Protection with a letter of credit, or similar financial assurance that the necessary funds are available to pay the costs of removing, treating and disposing of such Hazardous Substances or material contaminated by such Hazardous Substances in a manner consistent with all applicable law and discharging any assessments that are or may be imposed on the Subject Property as a result thereof.

(f) Evidence satisfactory to the Authority with respect to any underground storage tanks on the Subject Property, that such tanks are registered in accordance with all statutory and regulatory requirements and that said tanks, including their associated piping, have neither released any of their contents nor present any threat of release, and any corrective action measures required by any governmental authority having jurisdiction over such tanks shall be performed promptly and in compliance with all applicable statutory and regulatory requirements.

(h) A modification to Exhibit A containing metes and bounds descriptions or other legal descriptions satisfactory to the Authority of the premises of the Subject Property acquired by the Public University.

(i) A copy of the local property tax exemption application filed by the Public University in the applicable local municipality for the Subject Land.

(j) Any other documents, instruments, certificates or opinions required by the Authority, in its discretion.

Notwithstanding anything to the contrary foregoing, if Hazardous Substances are present on the Subject Property at such a level that the Applicable Environmental Laws require Remediation at the time of its acquisition by the Public University (the "Remediable Subject Property"), the Public University will (i) provide the Authority with evidence of the costs of Remediating such Hazardous Substances or material contaminated by such Hazardous Substances in a manner consistent with all applicable law and discharging any assessments that are or may be imposed on the Subject Property as a result thereof (the "Remediation Costs"), (ii) prepare a deed in recordable form conveying the Remediable Subject Project to the Authority (the "Deed"), (iii) enter into an Environmental Escrow Agreement (the "Environmental Escrow Agreement") with the Authority and the Trustee acting as escrow agent (the "Environmental Escrow Agent") in a form satisfactory to the Authority, (iv) deposit with the Environmental Escrow Agent, the Deed and the amount of the Remediation Costs for application and disposition as provided in the Environmental Escrow Agreement, and (v) comply with the terms of such Environmental

Escrow Agreement and of this Agreement with respect to Remediable Subject Property; all to the end that the Subject Property shall be conveyed to the Authority upon the remediation thereof.

SECTION 2.05 Reserved.

SECTION 2.06 Copies of Reports. The Public University agrees that it will make available to the Authority copies of any progress reports, financial reports, audit reports, and other reports pertaining to the operation and maintenance of the Project Facilities that from time to time may be required to be submitted to the Trustee pursuant to the Indenture.

SECTION 2.07 Additional Funds. The Public University agrees that in the event that the proceeds of the Bonds shall not be sufficient to pay in full the Cost of the Refinancing Project, the Public University shall immediately provide such additional moneys as may be required to pay the Cost of the Refinancing Project.

SECTION 2.08 Modification of Project Facilities. The Authority agrees that the scope of the Project Facilities may be modified at the option of the Public University, with the prior consent of the Authority (which consent shall not be unreasonably withheld), subsequent to the issuance of the Bonds, by the addition of any further construction or equipment which the Public University is authorized to undertake or provide; provided, however, that any moneys required for such increase shall be promptly paid by the Public University from the general funds or any other moneys legally available to the Public University.

ARTICLE III

THE BONDS

SECTION 3.01 Sale of the Bonds. The Authority agrees to use its best efforts to sell, issue and deliver the Bonds. The proceeds of the Bonds shall be used to finance the costs of the Refinancing Project, all as more fully provided for in the Indenture.

SECTION 3.02 Official Statement. The Public University agrees, whenever requested by the Authority, to provide and certify such information concerning the Public University, its operations and finances, and other matters the Authority considers necessary or advisable to enable the Authority to complete and publish (by print or electronically) a preliminary official statement or an official statement or statements relating to the Bonds, or to enable it to make any reports required by law, regulation, the Indenture or any Supplemental Indenture.

ARTICLE IV

OBLIGATIONS OF THE PUBLIC UNIVERSITY, TERM AND LEASE PAYMENTS

SECTION 4.01 Nature of the Obligation. The obligations of the Public University under this Agreement shall be general obligations, payable from any legally available funds of the Public University.

SECTION 4.02 Site of the Project Facilities. In addition to the terms, covenants and agreements contained herein, the Public University agrees that it will take, accept and rent the Project Facilities from the Authority subject to the following:

(a) all covenants, easements, encumbrances, subleases, licenses, defects of title, reservations, restrictions and conditions, if any, acceptable to the Authority affecting the whole or any part of the Project Site for the Project Facilities which exist at the time of closing of the Bonds; and

(b) all present and future Federal, State, county or municipal laws, ordinances, regulations, orders, assessments and levies, if any, affecting all or any part of the Project Facilities or the use thereof.

SECTION 4.03 Term of Agreement. The term of this Agreement shall continue until at least December 1, 2032, unless the Authority and the Public University shall sooner terminate this Agreement by mutual consent ("Lease Term"); provided, however, that the end of said Lease Term shall not be advanced nor shall this Agreement be terminated so long as the Authority shall have Outstanding and unpaid, without provision for such payment duly provided for, any of the Bonds issued for the purpose of providing moneys to pay the Cost of the Refinancing Project, or any obligations under any Financing Documents.

SECTION 4.04 Special Fund. To secure payment of the Basic Lease Payments and Additional Lease Payments hereunder, the Public University has caused to be created the "Rowan University Rental Pledge Account" (the "Rental Pledge Account") to be maintained with the Trustee. Such Rental Pledge Account is not and shall not be a part of the Trust Estate (as defined in the Indenture) and is not available to the Holders of the Bonds. The Public University covenants and agrees that it will deposit or cause to be deposited on each Basic Lease Payment Date in each Bond Year into the Rental Pledge Account, the amounts set forth in Section 4.05 hereof. On the first day of June and December of each year, the Trustee shall transfer from the Rental Pledge Account to the Debt Service Fund such amounts as are needed to make the deposits pursuant to Section 4.07 of the Indenture.

In the event that the balance remaining in the Rental Pledge Account on June 30 of each Bond Year is in excess of the sums payable to the Trustee for or on account of the Authority in accordance with the Indenture, such balance shall be transferred by the Trustee to the Public University.

The moneys in the Rental Pledge Account may be invested at the direction of the Public University, in direct obligations of the United States of America, in obligations the principal of

and interest of which are guaranteed by the United States of America, Government money market mutual funds, or in certificates of deposit or time deposits of banks or trust companies, including the Trustee, secured by the aforesaid obligations, provided, however, that moneys shall be available in the Rental Pledge Account in the appropriate amounts on each Principal Payment Date and Interest Payment Date, as applicable, to make the payments required by Section 4.07 of the Indenture.

SECTION 4.05 Basic Lease Payments. The Public University agrees to pay the Basic Lease Payments for the use and occupancy of the Project Facilities on each Basic Lease Payment Date from any legally available funds of the Public University.

The Public University agrees to pay from any legally available funds of the Public University "Basic Lease Payments" in an amount sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts pursuant to Section 4.07 of the Indenture. Each payment shall be made in immediately available funds.

The Principal Portion of Basic Lease Payments shall be due on each Basic Lease Payment Date in the amount of one-half (1/2) of the principal or mandatory sinking fund installment, if any, due and payable on the Bonds (a) on the immediately succeeding Principal Payment Date, with respect to regularly scheduled Principal Payment Dates, and (b) on the Principal Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds.

The Interest Portion of Basic Lease Payments shall be due on each Basic Lease Payment Date in the amount of interest due and payable on the Bonds (a) on the immediately succeeding Interest Payment Date, with respect to regularly scheduled Interest Payment Dates, and (b) on the Interest Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds.

Notwithstanding the foregoing, the Public University agrees to make payments, or cause payments to be made, at the times and in the amounts required to be paid as principal or redemption price of and interest on the Bonds from time to time Outstanding under the Indenture and other amounts required to be paid under the Indenture, as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise.

Except as otherwise expressly provided herein, all amounts payable hereunder by the Public University to the Authority shall be paid to the Trustee or other parties entitled thereto as assignee of the Authority and this Agreement and all right, title and interest of the Authority in any such payments are hereby assigned and pledged to the Trustee or other parties entitled thereto as assignee of the Authority so long as any Bonds remain Outstanding.

Notwithstanding anything to the contrary contained herein, the Public University covenants and agrees that it will pay the Basic Lease Payments at such times and in such amounts as to assure that the Authority will not be in default in the payment of the principal of or interest on the Bonds.

SECTION 4.06 Additional Lease Payments.

In addition to Basic Lease Payments, the Public University shall also pay to the Authority or the Trustee, as the case may be, "Additional Lease Payments," as follows:

(a) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or Governmental Authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Public University shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Public University's expense, to protest and contest any such taxes or assessments levied upon them and that the Public University shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee;

(b) All reasonable fees, charges, expenses and indemnities of the Authority and the Trustee hereunder, under the Indenture as and when the same become due and payable;

(c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Agreement or the Indenture;

(d) The Annual Administrative Fee of the Authority and any other expenditures for insurance, fees and expenses of auditing, and fees and expenses as required by the Indenture and not otherwise paid or provided for by the Public University and all other expenditures reasonably and necessarily incurred by the Authority by reason of the ownership, financing and leasing of the Project Facilities, including, without limitation, performance under the Indenture, and expenses incurred by the Authority to compel full and punctual performance of all of the provisions of this Agreement in accordance with the terms hereof; and

(e) All other reasonable and necessary fees and expenses attributable to the Bonds and this Agreement, including without limitation all payments required pursuant to the Tax Agreement (including payments of all amounts required to be deposited in the Rebate Fund and any fees of the Authority in connection with any rebate calculations performed by the Authority).

Such Additional Lease Payments shall be billed to the Public University by the Authority from time to time, together with a statement certifying that the amount billed has been incurred or paid for one or more of the above items. After such a demand, amounts so billed shall be paid by the Public University within thirty (30) days after receipt of the bill by the Public University. Payment of the Annual Administrative Fee (or ratable portion thereof) shall be made in the Bond Year ending June 30, 2014 and in each Bond Year thereafter.

Payments required to be made under this Section 4.06 shall be made in legally available funds to the Trustee unless otherwise directed in an agreement pursuant to which such payments are required.

SECTION 4.07 Credits for Payments. The Public University may, in the Authority's sole discretion, receive credit against its payments required to be made under Section 4.05 hereof, in addition to any credits resulting from payment or repayment from other sources on the portion of Basic Lease Payments allocable to interest in an amount equal to moneys on deposit in the Debt Service Fund, which amounts are available to pay interest on the Bonds, to the extent such amounts have not previously been credited against such payments;

(a) On the portion of Basic Lease Payments allocable to installments of principal in an amount equal to moneys deposited in the Debt Service Fund, which amounts are available to pay principal of the Bonds, to the extent such amounts have not previously been credited against such payments;

(b) On the portion of Basic Lease Payments installments of principal and interest in an amount equal to the principal amount of Bonds for the payment at maturity or redemption of which sufficient amounts (as determined by Section 11.01 of the Indenture) in cash or Government Obligations are on deposit as provided in Section 11.01 of the Indenture to the extent such amounts have not previously been credited against such payments, and the interest on such Bonds from and after the date fixed for payment at maturity or redemption thereof. Such credits shall be made against the installments of principal and interest which would have been used, but for such call for redemption, to pay principal of and interest on such Bonds when due; and

(c) On the portion of Basic Lease Payments allocable to installments of principal and interest in an amount equal to the principal amount of Bonds acquired by the Public University and surrendered to the Trustee for cancellation or purchased by the Trustee on behalf of the Public University and canceled, and the interest on such Bonds from and after the date interest thereon has been paid prior to cancellation. Such credits shall be made against the installments of principal and interest which would have been used, but for such cancellation, to pay principal of and interest on such Bonds when due.

SECTION 4.08 Prepayment. The Public University shall have the right, so long as all amounts which have become due hereunder have been paid, at any time or from time to time, to prepay all or any part of the Basic Lease Payments and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Any partial prepayment shall not affect the Authority's right, title and interest in and to the Project Facilities, but shall be credited to the Principal Portion of Basic Lease Payments due from the Public University as determined by the Authority. The Public University is further hereby granted the option to prepay and purchase all of the Authority's right, title and interest in and to the Project Facilities in whole, at the time set forth in Section 4.08(b) hereof, by paying to the Trustee the "Purchase Option Price", which for any date of calculation shall be the sum of (i) the aggregate amount of unpaid principal of the Bonds to their redemption date under the terms of the Indenture and as set forth in the Public University's notice to the Trustee of such prepayment, (ii) any interest accrued on the Bonds from the last Interest Payment Date thereof on which interest thereon was paid to the final maturity date set forth in clause (i) above, (iii) the redemption premium, if any, applicable to the payment of the Bonds on the maturity date set forth in clause (i) above, and (iv) any costs of redemption or defeasance or other expenses incurred by any party to the Financing Documents in implementing such prepayment. The Purchase Option Price shall be deposited

upon receipt by the Trustee in the Debt Service Fund (or in such other Trustee escrow account as may be specified by the Public University) and, at the request of and as determined by the Public University, credited against payments due hereunder or used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture. Notwithstanding any such prepayment, as long as any Bonds remain Outstanding or any Additional Lease Payments required to be made hereunder remain unpaid, the Public University shall not be relieved of its obligations hereunder.

(a) Said option may be exercised by the Public University at any time by (i) giving written notice to the Trustee and the Authority of the exercise of such option at least sixty (60) days prior to the final maturity date set forth in such notice, and (ii) complying with any other requirements of Article XI of the Indenture that may be required by the Trustee or the Authority to defease the Bonds in accordance with the terms of the Indenture, including, without limitation, a verification report from a nationally recognized accounting firm approved by the Authority to the effect that the amount so prepaid will equal the Purchase Option Price (for a full prepayment) and will therefore be sufficient to defease the Bonds (in whole or in part, as the case may be) by paying all of the principal thereof and redemption premium, if any, thereon through and including the final maturity thereof, plus all interest accruing thereon to such final maturity date. Such option shall be exercised by depositing with said notice cash and/or Government Obligations described in clause (a) or (b) of the definition thereof in such amount as shall be sufficient, together with interest to accrue thereon, to pay the Bonds to be defeased on said redemption date.

(b) The Public University shall also have the right at any time or from time to time to prepay all or any part of the Basic Lease Payments from moneys derived from condemnation awards or the proceeds of hazard insurance relating to the Project Facilities of the Public University, and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Upon the acceleration of the Bonds, the Public University shall forthwith prepay and purchase all of the Project Facilities by paying to the Trustee, immediately upon receipt of notice of such acceleration, the "Mandatory Purchase Price", which for any date of calculation shall be the sum of (i) the aggregate amount of the unpaid principal of the Bonds, (ii) any interest accrued on the Bonds from the last Interest Payment Date thereof on which interest thereon was paid to the date that the amount in clause (i) above has been paid in full, and (iii) any costs of acceleration. The Mandatory Purchase Price shall be deposited upon receipt by the Trustee in the Debt Service Fund (or in such other Trustee escrow account as may be specified by the Public University) and used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture. Notwithstanding any such prepayment or surrender of Bonds, as long as any Bonds remain Outstanding or any Additional Lease Payments required to be made hereunder remain unpaid, the Public University shall not be relieved of its obligations hereunder.

SECTION 4.09 Obligations Unconditional. The obligations of the Public University hereunder are absolute and unconditional, notwithstanding any other provision of this Agreement or the Indenture. Until this Agreement is terminated and all payments hereunder are made, the Public University:

(a) will pay all amounts required hereunder without abatement, deduction or setoff except as otherwise expressly provided in this Agreement;

(b) will not suspend or discontinue any payments due hereunder for any reason whatsoever, including, without limitation, any right of setoff or counterclaim;

(c) will perform and observe all its other agreements contained in this Agreement; and

(d) except as provided herein, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, damage, destruction or condemnation of the Project Facilities refinanced with the proceeds of the Bonds or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State, or any political subdivision of either thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section 4.09 shall be construed to release the Authority from the performance of any of the agreements on its part contained herein, and in the event the Authority should fail to perform any such agreement on its part, the Public University may institute such action against the Authority as the Public University may deem necessary to compel performance.

The rights of the Trustee or any party or parties on behalf of whom the Trustee is acting shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any duty or obligation of the Authority or the Trustee owing to the Public University, or by reason of any other indebtedness or liability at any time owing by the Authority or the Trustee to the Public University.

ARTICLE V

COVENANTS CONCERNING PROJECT

SECTION 5.01 Liens and Encumbrances. The Public University covenants and agrees that the Project Facilities shall be free and clear of all liens and encumbrances which would materially affect the value or usefulness of the Project Site for the intended use thereof.

SECTION 5.02 Additions. All buildings and improvements erected or constructed upon the demised premises and all buildings, improvements, fixtures, machinery and equipment installed or placed thereon by the Authority or the Public University shall be and become a part of the realty of the Project Facilities. Any moveable equipment for the Project Facilities paid for by the Authority, to the extent it does not become realty, shall nevertheless, be deemed to be a part of the Project Facilities.

SECTION 5.03 Repairs. The Public University covenants that it shall at all times maintain, preserve and keep the Project Facilities, with the appurtenances and every part and parcel thereof, in good repair, working order and condition.

SECTION 5.04 Utilities. The Public University agrees to pay, or cause to be paid, all charges for gas, electricity, light, water, sewer, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Project Facilities during the term of this Agreement and to protect the Authority and save it harmless against any liability or damages on such account. At all times during the use and occupancy of the Project Facilities, the Public University shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper construction, installation, operation and maintenance of the Project Facilities of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Project Facilities.

SECTION 5.05 Insurance. The Public University agrees, at the times specified in the following subparagraphs, to procure and maintain, or cause to be procured and maintained by the Authority, to the extent reasonably obtainable in the opinion of the Authority, at the expense of the Public University, the following insurance:

(a) Commencing with the date of execution of this Agreement, 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 are approved in writing by the Authority (the "Deductible Amount"), on the plant, structure, machinery, equipment and apparatus comprising the Project Facilities, plus Boiler and Machinery coverage, and Flood Insurance if the Project is located within a Special Flood Hazard Area, each with deductible clauses and coverage sub limits acceptable to the Authority. Coverage for Contingent Liability from Operation of Building Laws shall be included, and an Agreed Amount Endorsement shall be attached to the policy. The foregoing insurance shall be maintained as long as any of the obligations of the Authority issued with respect to the Project are outstanding and 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 amount as

may be approved in writing by the Authority. The inclusion of the Project under a blanket insurance policy or policies of such Public University insuring against the above hazards shall be complete compliance with the provisions of this subparagraph. Any such policy shall provide that the insurance company shall give at least sixty (60) 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. In any event each such policy shall be in an amount sufficient to prevent such Public University and the Authority from becoming co-insurers under the applicable terms of such policy. In the event that such Public University or the Authority 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 obligations of or guaranteed by the United States of America 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 complete compliance with the provisions of this subparagraph establishing a Deductible Amount;

(b) At all times, workmen's compensation insurance, disability benefits insurance and each other form of employee insurance covering loss resulting from injury, sickness, disability or death of employees which the Authority or such Public University is required by law to provide;

(c) At all times, insurance protecting the Authority and such Public 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 for bodily injury and property damage. The Public University's coverage status under the New Jersey Tort Claims Act may, in the sole judgment of the Authority, be deemed to be compliance with the requirements of this subparagraph with respect to the Public University;

(d) Fidelity insurance, in such amounts and under such terms as shall be determined by the Authority with due regard to each Public University's funds and accounts; and

(e) Commencing with the date that construction is commenced on the Project Facilities, or any part thereof is completed, acquired or occupied by the Public University, whichever is sooner, in the event that the Authority shall re-enter the Project Facilities, the Authority may, at its sole option, maintain business income insurance, or the current equivalent, on the Project Facilities, covering the loss of revenues attributable to the Project Facilities by reason of necessary interruption, total or partial, in the use of the Project Facilities, resulting from direct physical loss or damage thereto from causes customarily insured.

If any of such insurance provided for in paragraphs (a), (b) and (c) of this Section 5.05 is under a blanket insurance policy or policies of the Public University, then the Public University shall deliver to the Authority in lieu of the original policy or policies a certificate thereof, and such delivery shall be a complete compliance with the provisions of this paragraph.

The proceeds of all such property insurance (i) may be applied or cause to be applied by the Authority to the repair and replacement of the damaged portions of the Project Facilities, (ii) may be deposited by the Authority with the Trustee for payment into the Debt Service Fund, relating to the Project Facilities, accompanied by a certificate of an Authorized Officer of the

Authority stating that such deposit is being made pursuant to this Section 5.05, or (iii) if there is substantial damage to the Project Facilities rendering such project, in the opinion of the Authority, unsuitable for use for its intended purposes, deposited by the Authority, with the consent of the Public University, in the Debt Service Fund to be applied to the "extraordinary optional redemption" of the Bonds as provided in the Indenture. Such deposit in the Debt Service Fund shall be made in amounts representing Authorized Denominations of the Bonds and accrued interest thereon to the date of redemption. The proceeds of any business income insurance policies shall be deposited by the Authority with the Trustee for payment into the Debt Service Fund under the Indenture accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to this Section 5.05.

All policies of insurance shall be payable to the Public University for which the Project Facilities has been provided and the Authority as their interests may appear. The Authority shall have the sole right to receive, for the purposes of this Agreement, the proceeds of such policy or policies affecting the Project Facilities and receipt for claims thereunder.

All insurance prescribed by this Section 5.05 shall be procured from financially sound and reputable insurers qualified to do business in the State or insurers approved in writing by the Authority. The policies shall be open to inspection by the Authority and the Trustee at all reasonable times, and a list prepared as of June 30 of each year describing such policies shall be furnished by the Authority 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 Authority certifying that such insurance meets all the requirements of this Agreement. The Trustee shall have no responsibility with respect to any such insurance except to receive such Certificates and hold the same for inspection by any Bondholders.

SECTION 5.06 Compliance With Laws and Regulations. The Public University agrees that throughout the term of this Agreement, at the Public University's sole cost and expense, it will promptly comply with (or cause to be complied with) all laws and ordinances and the orders, rules, regulations and requirements of all federal, State and local governments and agencies and departments thereof which are applicable to the Public University and the Project Facilities, or, and whether or not the same requires structural repairs and alterations, which may be applicable to the Project Facilities, the fixtures or equipment thereof, or the sidewalks and curbs adjoining the Project Facilities, or the use or manner of use of the Project Facilities. The Public University will also observe and comply with (or cause to be observed and complied with) the requirements of all policies and arrangements of insurance at any time in force with respect to the Project Facilities and the fixtures and equipment thereof.

SECTION 5.07 Alterations and Additions to Project Facilities. The Public University shall have the light at any time and from time to time during the term of this Agreement, with the approval of the Authority, to make such changes, alterations and additions, structural or otherwise, to the Project Facilities, and the fixtures and equipment thereof, now or hereafter on or at the Project Facilities, as they shall deem necessary or desirable in connection with the use of the Project Facilities. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Project Facilities or the rental value thereof. The cost of any such change, alteration or addition shall be promptly paid and discharged by the Public University, so that the Project

Facilities shall at all times be free of liens for labor and materials supplied to the Project Facilities. All alterations, additions and improvements to the Project Facilities shall be and become a part of the Project Site.

SECTION 5.08 Permits and Approvals. The Public University agrees that it will obtain all consents, authorizations and permits from municipal, county and State entities for the construction, use, occupancy and operation of the Project Facilities (collectively, the "Approvals"). The Public University will also observe and comply with the Approvals throughout the term of this Agreement. The Public University agrees that it shall remain obligated under the terms of this Agreement irrespective of whether all Approvals are granted.

SECTION 5.09 Future Liens. The Public University covenants to keep the Project Facilities, and the fixtures and equipment constituting part thereof, at all times during the term of this Agreement, free and clear of mechanics' liens and other liens of like nature, and the Public University shall at all times duly protect the Authority against any and all attorneys' fees, costs and expenses which may accrue, grow out of or be incurred by reason of or on account of any such liens or claims.

SECTION 5.10 Covenants Against Waste. The Public University covenants not to do or suffer or permit any waste or damage, disfigurement or injury to the Project Facilities or any building or improvement now or hereafter constituting the Project Facilities or any fixture or equipment constituting part thereof.

SECTION 5.11 Affirmative and Negative Environmental Covenants.

(a) The Public University shall obtain all permits, licenses and other authorizations required under Applicable Environmental Laws with respect to the construction, use, occupancy and operation of the Project Facilities.

(b) To the knowledge of the Public University, as of the date hereof, neither the Public University nor any of the Project Facilities is in violation of any Applicable Environmental Laws or subject to any existing, pending or threatened investigation or inquiry by any Governmental Authority pursuant to any Applicable Environmental Laws.

(c) The Public University shall cause the Project Facilities to be constructed in accordance with all Applicable Environmental Laws. To the knowledge of the Public University, the activities, properties and assets of the Public University, including the Project Facilities, are in substantial and material compliance with all terms and conditions of all required permits, licenses and authorizations, and are in substantial and material compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Applicable Environmental Laws. To the knowledge of the Public University, there are no past or present events, conditions, including without limitation Environmental Conditions, circumstances, activities, practices, incidents, actions or plans which may (i) interfere with or prevent continued substantial and material compliance on the part of the Public University with Applicable Environmental Laws; (ii) give rise to any liability on the part of the Public University under Applicable Environmental Laws; or (ii) otherwise form the basis of any claim, action, suit, proceeding, request or demand for information or investigation against

the Public University based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of, or the Release or threatened Release into the Environment of, any Hazardous Substances, which is either unpermitted or prohibited by law. The Public University shall not cause or permit any of the Project Facilities to be in violation of, nor shall the Public University by act or omission cause or permit any of the Project Facilities to be subject to any Remediation obligations, under Applicable Environmental Laws. The Public University shall promptly notify the Authority in writing of any existing, pending or, to the knowledge of the Public University, threatened investigation or inquiry by any Governmental Authority pursuant to or under any Applicable Environmental Laws relating to any of the Project Facilities.

(d) The Public University covenants that it will not install or cause to be installed in, on or at any of the Project Facilities any materials containing any Hazardous Substances, the use of which either unpermitted or prohibited by law, including without limitation any asbestos containing materials. In the event any such materials are found to be present in, on or at any of the Project Facilities (to the extent installed therein or permitted to be installed therein by the Public University), the Public University shall, promptly upon discovery and at its sole cost and expense, Remediate such materials in accordance with the requirements of law, including without limitation Applicable Environmental Laws, and shall have such Remediation performed by licensed and qualified environmental engineering firms, contractors and consultants.

(e) The Public University has undertaken to complete all steps necessary (including without limitation all actions necessary to meet the "all appropriate inquiry" standard set forth in N.J.S.A. 58:10-23.11g(d), as amended) to determine that there are no Environmental Conditions on, at, under or emanating from any of the Project Facilities. The use which the Public University makes and intends to make of the Project Facilities shall not result in the Release of any Hazardous Substance, the release of which is either unpermitted or prohibited by law, on, at, under or from any of the Project Facilities.

(f) To the knowledge of the Public University, it has not received any communication, written or oral, from any Governmental Authority, including without limitation the NJDEP or the USEPA, concerning any intentional or unintentional action or omission on the Public University's part resulting in the Release of any Hazardous Substances, the release of which is either unpermitted or prohibited by law, on, at, under or from any of the Project Facilities.

(g) To the knowledge of the Public University, none of the Project Facilities has been used in the past, or is now being used, as a Major Facility (as such term is defined in N.J.S.A. 58:10-23.11b) and the Public University shall not use any of the Project Facilities as a Major Facility in the future without the prior express written consent of the Authority, which consent may be given or withheld at the Authority's sole discretion. If any of the Project Facilities is determined to be a Major Facility in the State, then the Public University shall furnish the NJDEP with all the information required by N.J.S.A. 58:10-23.11d1 to -23.11d15, and shall duly file with the Director of the Division of Taxation in the New Jersey Department of the Treasury a tax report or return, and shall pay all taxes due therewith, in accordance with N.J.S.A. 58:10-23.11h.

(h) The Public University shall not conduct or cause or permit to be conducted on or at any of the Project Facilities any activity, use or operation which constitutes an "Industrial Establishment" (as such term is defined under ISRA), without the prior express written consent of the Authority, which consent will not be unreasonably withheld. In the event the provisions of ISRA become applicable to any of the Project Facilities subsequent to the date hereof, the Public University shall give prompt written notice thereof to the Authority and the Public University shall take all requisite action, including the performance of Remediation, to ensure full compliance with ISRA. The Public University shall promptly deliver to the Authority copies of all correspondence, notices, reports, workplans, laboratory and field data and all other submissions that the Public University generates, or sends to or receives from the NJDEP or a Licensed Site Remediation Professional ("LSRP") designated as such for the Project Facility, in connection with such ISRA compliance.

(i) To the knowledge of the Public University, no lien has been attached to any revenue or any personal property owned by the Public University and located in the State, including, without limitation, any of the Project Facilities, as a result of (i) the Administrator of the New Jersey Spill Compensation Fund expending moneys from said fund to pay for Damages and/or Cleanup and Removal Costs; or (ii) the Administrator of the United States Environmental Protection Agency expending moneys from the Hazardous Substance Superfund for Damages and/or Response Action Costs. In the event any such lien has been filed, then the Public University shall, within thirty (30) days from the date the Public University is given such notice of such lien (or within such shorter period of time in the event the State or the United States has commenced steps to have any of the Project Facilities sold), either: (i) pay the claim and remove the lien from the Project Facilities; or (ii) furnish (a) a bond satisfactory to the Authority in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security satisfactory to the Authority in an amount sufficient to discharge the claim out of which the lien arises.

(j) The Public University shall take all steps necessary to determine whether any Hazardous Substances, the Release of which is either unpermitted or prohibited by law, have been released on, at, under or from any of the Project Facilities during the term of this Agreement. The Public University shall promptly upon discovery of any Release, Remediate such Release in accordance with the requirements of Applicable Environmental Laws. Without in any way limiting the generality of the foregoing, in the event the Public University performs any Remediation at any of the Project Facilities pursuant to this Section 5.11, the Public University agrees to:

(i) Perform and cause all consultants and contractors retained by the Public University to perform all such Remediation in a workmanlike manner and consistent with all Applicable Environmental Laws;

(ii) Comply with all Applicable Environmental Laws in connection with the implementation of such Remediation at the Project Facilities and obtain all permits, authorizations and consents required under Applicable Environmental Laws or by any Governmental Authority in order to implement such Remediation at the Project Facilities;

(iii) Select, and propose to the Governmental Authority, Remediation that shall not interfere with the current use of any of the Project Facilities or the operations currently conducted by the Public University nor interfere with, preclude or prevent the future use of any of the Project Facilities for the same use or any use similar to the current use of the Project Facilities;

(iv) Promptly upon the completion of the Remediation, restore the Project Facilities to substantially the same condition they were in prior to the performance of the Remediation;

(v) Provide the Authority with copies of all documents that the Public University (i) submits to any Governmental Authority in connection with the Project Facilities at the same time the Public University submits such documents to the Governmental Authority, and (ii) receives from any Governmental Authority in connection with the Project Facilities within five (5) business days of the Public University's receipt of same; and

(vi) Obtain and provide to the Authority a Final Remediation Document, issued by the NJDEP or a LSRP, pursuant to N.J.S.A. 58:10B-13.1 or, if the Remediation is under the supervision of a Governmental Authority other than the NJDEP, obtain a comparable determination from such other Governmental Authority.

SECTION 5.12 Municipal Property Taxes.

The Public University agrees to pay, or cause to be paid, any and all local municipal assessments for property taxes, including farmland rollback assessments, directly related to the Project Facilities. The Public University, if applicable, shall provide the Authority with copies of all applications for exemption from municipal property taxes filed with the local municipality.

SECTION 5.13 L. 2005, c. 92.

In accordance with L. 2005, c. 92, the Public University covenants and agrees that all services performed under this Agreement shall be performed within the United States of America.

SECTION 5.14 Consent to Authority's Use of Photographs and Videos.

The Public University agrees that the Authority may use photographs or videos taken on the Public University's campus (whether taken by the Authority or other person) in the Authority's newsletters, reports or other publications or materials (including PowerPoint presentations) in connection with the Authority's operations.

ARTICLE VI

CHARACTER OF AGREEMENT

SECTION 6.01 Net Lease. It is mutually agreed by the parties hereto that this is a net lease and notwithstanding any language herein to the contrary, it is intended, and the Public University expressly covenants and agrees, that all rentals and other payments herein required to be made by the Public University to the Authority shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, or protection of the demised premises or the Project Facilities or any part thereof

ARTICLE VII
RIGHTS ON DEFAULT

SECTION 7.01 Entry. The Authority and the Public University agree that, if an Event of Default (as hereinafter defined) occurs and is continuing, the Authority shall have the right to and may enter the Project Facilities without being liable for any prosecution or damages therefor, and may relet the Project Facilities for such term of years, which may exceed the term of this Agreement, and receive the rent therefor, upon such terms as shall be satisfactory to the Authority. Such entry by the Authority shall not relieve the Public University of its obligations under this Agreement nor operate to release the Public University from any Basic Lease Payments to be paid or covenants to be performed under this Agreement during the full term of this Agreement. For the purpose of reletting, the Authority shall be authorized to make such repairs or alterations in or to the Project Facilities as it may deem necessary to place the same in good order and condition. The Public University shall be liable to the Authority for the cost of such repairs or alterations and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the Basic Lease Payments provided in this Agreement, the Authority, at its option, may require the Public University to pay such deficiency month by month, or may hold the Public University liable in advance for the entire deficiency to be realized during the term of the reletting of the Project Facilities in excess of the Basic Lease Payments reserved in this Agreement. Notwithstanding such entry by the Authority, the Public University agrees that: (i) all rights-of-way, easements or other rights in land conveyed or otherwise provided in accordance with the Agreement shall be continued in full force and effect; and (ii) any utility services shall be furnished by the Public University to the Project Facilities at the expense of the Public University. Furthermore, upon such entry by the Authority, any sublease of the Project Facilities shall immediately terminate and be of no further force and effect.

Upon entering the Project Facilities, the Authority shall as soon as practicable, inspect the Project Facilities and make inventories of all fixtures, furniture, equipment and effects in the Project Facilities. The Public University shall pay to the Authority upon receipt of the properly executed vouchers therefor all sums owing to the Authority by the Public University in connection therewith.

If entry upon the Project Facilities (or any portion thereof) is permitted under this Section 7.01, the Authority may enter upon the Project Facilities or any portion thereof.

For purposes of this Agreement, an Event of Default shall exist if a "Lease Default Event" shall exist hereunder. The following are Lease Default Events:

(a) Upon failure by the Public University to pay in full any payment required hereunder, whether at maturity, upon a date fixed for prepayment, by declaration, or otherwise pursuant to the terms hereof or thereof;

(b) If any material representation or warranty made by the Public University herein or made by the Public University in any document, instrument or Certificate furnished to the

Trustee or the Authority in connection with the issuance of the Bonds shall at any time prove to have been incorrect in any respect as of the time made;

(c) If the Public University shall fail to observe or perform any other covenant, condition, agreement or provision in this Agreement on its part to be observed or performed, or shall breach any warranty herein contained, for a period of sixty (60) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to the Public University by the Authority or the Trustee; except that, if such failure or breach can be remedied but not within such sixty-day period and if the Public University has taken all action reasonably possible to remedy such failure or breach within such sixty-day period, such failure or breach shall not become a Lease Default Event for so long as the Public University shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the Trustee; or

(d) Any Event of Default as defined in and under the Indenture.

ARTICLE VIII

INSPECTIONS

SECTION 8.01 Authority's Right to Inspect. The Public University covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Project Facilities at all times during business hours for the purpose of inspecting the same.

SECTION 8.02 Annual Inspection. The Public University covenants and agrees that at its own expense it will upon the request from time to time of the Authority, and at least annually, cause an inspection of the Project Facilities to be made by a professional engineer or architectural firm employed by the Public University or by the officer or employee of the Public University in charge of the grounds and plant of the Public University and that it will file with the Authority such inspection report upon completion. Said report shall set forth in its findings whether the Project Facilities has been maintained in good repair, working order and condition as well as any recommendations as to the proper maintenance and repair of the Project Facilities and the estimate of money necessary for such purpose.

ARTICLE IX

INTEREST IN THE PROJECT

SECTION 9.01 No Merger. It is mutually agreed by the parties hereto that so long as any of the Bonds issued by the Authority for the purpose of providing moneys to pay the cost of the Refinancing Project are Outstanding and unpaid, without provision for such payment duly provided for, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Public University, if any, in the Project Facilities.

SECTION 9.02 Conveyance Requirement. When the term of this Agreement has expired and the Authority has certified that all of the Outstanding Bonds have been paid or provision for payment duly made, and the Trustee has certified to the Authority that all of the Outstanding Bonds, including the principal, redemption premium, if any, and interest, and all other obligations incurred by the Authority in connection with the Project have been paid, or that sufficient funds for such payment in full are held in trust by the Trustee, the Authority shall transfer all its rights, title and interest in and to the Project Facilities to the Public University by deed or deeds in form satisfactory to the Authority.

ARTICLE X

ASSIGNMENTS

SECTION 10.01 Assignments The Public University shall not assign this Agreement or any interest therein or sublet the demised premises or any part thereof without the prior consent of the Authority; provided, however, that nothing in this Article X shall prohibit the licensing, to students of the Public University or other use of the Project Facilities, or any part thereof, so long as the Public University does not grant an interest in or over the demised premises without the consent of the Authority.

ARTICLE XI

REPRESENTATIONS

SECTION 11.01 Condition of Premises. The Public University shall fully familiarize itself with the physical condition of the Project Facilities and the improvements, fixtures and equipment constituting part thereof. The Authority makes no representations whatsoever in connection with the condition of the Project Facilities or the improvements, fixtures or equipment constituting part thereof, and the Authority shall not be liable for any latent or patent defects therein.

SECTION 11.02 Limitation of Liability. The Public University covenants that all actions heretofore taken by the Public University in connection with the Project Facilities, including the making of contracts, and all actions hereafter taken by the Authority in connection with the Project Facilities upon the recommendation or request of any Authorized Officer of the Public University have been and will be in full compliance with the Indenture, the Resolution, this Agreement and with all pertinent laws applicable to the Public University or the Authority. The Public University acknowledges that any review of any such actions heretofore or hereafter taken by the Authority's staff or counsel has been or will be solely for the protection of the Authority to carry out the Refinancing Project and shall not estop the Authority from enforcing the foregoing covenant.

The ownership of the Project Facilities shall not impose any other liability on the Authority, whether contractual or otherwise. Neither the carrying out of the Refinancing Project nor the ownership of the Project Facilities by the Authority shall impose any liability on the members, officers, employees, consultants or agents of the Authority. The Public University agrees to indemnify the Authority and all such other parties and save them harmless against any liability intended to be precluded herein.

In the exercise of the powers of the Authority and the Trustee by their members, officers, employees, consultants and agents (other than the Public University) under the Indenture, the Resolution, the Financing Documents and this Agreement, including (without limiting the foregoing) the carrying out of the Refinancing Project, the application of moneys, the investment of funds and reletting the Project Facilities in the event of default by the Public University, the Authority, the Trustee and their members, officers, employees, consultants and agents shall not be accountable to the Public University for any action taken or omitted by it or them in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred. The Authority and the Trustee and all such other parties shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action.

All payment obligations of the Authority whatsoever arising under the Financing Documents shall constitute special and limited obligations of the Authority payable solely from amounts, if any, paid by the Public University pursuant to this Agreement or otherwise available for such purpose under the Indenture and the Resolution.

SECTION 11.03 Covenant as to Arbitrage. The Authority and the Public University hereby covenant that they will make no use of the proceeds of the 2013A Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations Sections 1.148-0 through 1.148-11 and 1.149(d)-I, and all other applicable regulations of the Internal Revenue Service.

SECTION 11.04 Tax Covenants.

(a) The Authority and the Public University covenant that they will take no action which would cause either series of the 2013A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. Accordingly, not more than ten percent (10%) of the proceeds of the 2013A Bonds have been or will be used directly or indirectly in any trade or business carried on by any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code). Not more than five percent (5%) of the proceeds of the 2013A Bonds have been or will be used directly or indirectly in any trade or business carried on by any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code) for any use unrelated to any governmental use of such proceeds or used or to be used in any "disproportionate related business use" (as defined in Section 141 of the Code). Not more than the lesser of five percent (5%) of the proceeds of the 2013A Bonds or \$5,000,000 have been or will be used directly or indirectly to make or finance loans to any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code). Not more than ten percent (10%) of the proceeds of the 2013A Bonds have been or will be (i) secured directly or indirectly by any interest in property used or to be used for a private business use (within the meaning of Section 141(b) of the Code) or by payments in respect of such property, or (ii) derived directly or indirectly from payments (whether or not to the Authority) in respect of property, or borrowed money, used or to be used for a private business use.

(b) The Authority and the Public University covenant that they will take no action which would cause the 2013A Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

(c) The Authority and the Public University covenant to comply with the provisions of the Code applicable to the 2013A Bonds and covenant that they will not take any action or fail to take any action which would cause the interest on the 2010A Bonds to lose the exclusion from gross income for purposes of Federal income taxation under Section 103 of the Code.

SECTION 11.05 Rebate Requirement.

(a) The Authority and the Public University covenant and agree that no prohibited investments or dispositions will be made with respect to Gross Proceeds (as defined in the Code) of the 2013A Bonds and that the Authority shall calculate or cause to be calculated the Rebate Amount (as defined in the Code) at the times and in the manner provided by the Code and the applicable Treasury Regulations and shall pay or direct in writing the Trustee to pay the Rebate Amount from the Rebate Account to the United States, in the percentage, at the times and in the manner provided by the Code and the applicable Treasury Regulations.

(b) Notwithstanding any other provision of this Agreement, to the extent that funds and accounts held by the Trustee are less than the amount required to be deposited by the Authority in the Rebate Fund for the 2013A Bonds, the Public University will pay to the Authority the amount equal to the Rebate Amount.

SECTION 11.06 Agreement Not to Purchase Bonds. The Public University agrees that neither it nor any person related to it, within the meaning of Treasury Regulations Sections 1.150-1(b), pursuant to an arrangement, formal or informal, shall purchase the Bonds in an amount related to the amount of the payments to be made pursuant to this Agreement.

SECTION 11.07 Right to Obtain Bond Counsel Opinion. The Authority and the Public University shall not be required to comply with anyone or more requirements of Sections 11.04, 11.05 and 11.06 hereof to the extent that an opinion of nationally recognized bond counsel is obtained to the effect that failure to comply with such requirements or compliance with other requirements in lieu of Sections 11.04, 11.05 and 11.06 hereof will not impair the exclusion from gross income of interest on the 2013A Bonds for purposes of Federal income taxation under Section 103 of the Code.

SECTION 11.08 Continuing Disclosure. The Public University hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding Section 7.01 or any other provision of this Agreement, failure of the Public University to comply with or perform its obligations under this Section 11.08 or under the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Authority may take such actions as may be necessary or desirable, including seeking specific performance by court order, to cause the Public University to comply with its obligations under this Section 11.08 or under the Continuing Disclosure Agreement.

SECTION 11.09 Review and Execution of Financing Documents. The Public University hereby represents and warrants to the Authority and the Original Purchaser that the Public University has reviewed and has a full understanding of all the terms, conditions and risks (economic and otherwise) of each of the Financing Documents, that it is capable of assuming and willing to assume (financially and otherwise) all such risks, that it has consulted with its own legal and financial advisors (to the extent it has deemed necessary) and is not relying upon any advice, counselor representations (whether written or oral) of the Authority, the Authority's legal and financial advisors, or the Original Purchaser and that it has made its own investment, hedging and trading decisions (including decisions relating to the suitability of each of the Financing Documents) based upon its own judgment and upon any advice from its own legal and financial advisors as it has deemed necessary. The Public University hereby acknowledges that the Authority is entering into the Financing Documents at the request of, and as an accommodation to, the Public University, and that the terms of the Financing Documents have been negotiated by, and are acceptable to, the Public University.

SECTION 11.10 Additional Representations and Warranties. The Public University hereby makes the following representations and warranties to the Authority as of the Closing Date:

(a) Revised Article 9. The Public University covenants and agrees to cooperate with the Authority in complying with the provisions of revised Article 9 of the Uniform Commercial Code enacted by the New Jersey Legislature or by any other jurisdiction whose laws govern the perfection and enforceability of any security for the Bonds to the extent that the Authority determines that compliance therewith is required.

(b) Financial Statements. The audited financial statements of the Public University for the most recent Fiscal Year, including its balance sheets as of such date, correctly and fairly present, in all material respects, the financial condition of the Public University as of said dates and the results of the operations of the Public University for such period, and have been prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and there has been no material adverse change in the condition, financial or otherwise, of the Public University since the date of such financial statements, from that set forth in said financial statements as of, and for the period ended on that date.

(c) Existence and Standing. The Public University is a body corporate and politic created under the laws of the State, and has the necessary power and authority to execute and deliver this Agreement and any other Financing Documents to which the Public University is a party, and to perform its obligations hereunder and thereunder.

(d) Authorization and Validity. The execution and delivery by the Public University of this Agreement and any other Financing Documents to which the Public University is a party have been duly authorized by proper proceedings of the Public University, and no further approval, authorization or consents are required by law or otherwise. This Agreement and the other Financing Documents to which the Public University is a party, constitute the legal, valid and binding obligations of the Public University enforceable in accordance with their respective terms, except as future enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors, and by general equitable principles.

(e) Compliance With Laws and Contracts. Neither the execution and delivery by the Public University of this Agreement and any other Financing Documents to which the Public University is a party, nor the consummation of the transactions herein and therein contemplated, nor compliance with the provisions hereof or thereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Public University, the Public University's organization documents or the provisions of any indenture, instrument or agreement to which the Public University is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement.

(f) Litigation. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Public University, threatened against or affecting the Public University (x) wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated by or the validity of this Agreement or any other Financing Documents to which the Public University is a party, (ii) the tax exempt status of the Public University or of the interest on the Bonds, or (iii) the Public University's property, assets, operations or conditions, financial or otherwise, or its ability to perform its obligations hereunder or under such other

Financing Documents; or (y) which in any way contests the existence, organization or powers of the Public University or the titles of the officers of the Public University to their respective offices, except as disclosed in the Official Statement relating to the Bonds.

SECTION 11.11 Additional Covenants. During the term of this Agreement, and until the Public University has paid in full all of its obligations hereunder, the Public University hereby covenants and agrees as follows:

(a) Existence. The Public University shall maintain its existence as a State college formed under the laws of the State, and shall not merge, consolidate, liquidate or sell substantially all of its assets.

(b) Compliance With Laws. The Public University shall comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject and which are material to the Bonds, this Agreement or any other Financing Documents to which the Public University is a party, or the operations, affairs, properties, condition (financial or otherwise) or prospects of the Public University; provided, however, that the Public University may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto, so long as such acts do not affect the Public University's power and authority to execute and deliver this Agreement and such other Financing Documents, and to perform its obligations and pay all amounts payable by it hereunder and thereunder.

(c) Maintain Existence of Project. The Public University shall operate and use or cause the Project Facilities and each portion thereof to be operated and used as educational facilities constituting a "public facility" under the Act.

(d) Reimbursement. The Public University shall reimburse and hold harmless the Authority as follows:

- (i) The Public University agrees, to the extent permitted by law, to reimburse and hold harmless the Authority, and its members, directors, officers, employees, agents, consultants and attorneys from and against any and all claims, damages, losses, liabilities, costs or reasonable expenses whatsoever which the Authority may incur arising out of or attributable to the financing of the Refinancing Project, the use, operation or maintenance of the Project Facilities, arising from the use or occupancy of the Project Facilities by the Public University, its agents, contractors, servants, employees, licensees, invitees or sublessees, if any; and from and against any and all losses incurred in or about the defense of any such claims, actions or proceedings brought thereon; provided, however, that the Public University shall not be required to reimburse the Authority for any claims, damages, losses, liabilities, costs or expenses caused in whole or in part by the negligence, bad faith, breach of contract or willful misconduct arising out of or attributable to the financing of the Refinancing Project, the use, operation or maintenance of the Project Facilities, arising from the use or occupancy of the Project Facilities by the Public University, or as a result

of the Authority or performing its obligations hereunder or undertaking any transaction contemplated by this Agreement; provided, however, that the foregoing is subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

The Public University's obligations under this clause (d)(i) shall survive the payment of the sums due hereunder and the expiration of the term of this Agreement.

- (ii) The Authority agrees as follows: (A) the Authority shall give the Public University prompt notice in writing of any actual or potential claim described above and the institution of any suit or action; (B) the Authority shall not adjust, settle or compromise any such claim, suit or action without the approval of the Public University; and (C) the Authority shall permit the Public University, if the Public University so chooses, to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action.
- (iii) The Authority shall be protected in its or their acting upon any paper or documents believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action.
- (iv) The provisions of this Section 11.11(d) do not apply to or extend to any indemnification which may be given by the Trustee to any other Person.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01 Severability. In case anyone or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 12.02 Paragraph Headings. The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 12.03 Notices. All notices required to be given or authorized to be given by either party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the main office of the other party. All notices required to be given or authorized to be given to the Trustee by either party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the Principal Office of the Trustee at the address of such Principal Office.

SECTION 12.04 Rights Cumulative. All rights and remedies herein given or granted to the Authority are cumulative, nonexclusive and in addition to any and all rights and remedies that the Authority may have or be given by reason of any law, statute, ordinance or otherwise.

SECTION 12.05 Amendments or Modification. This Agreement shall not be amended or modified in any manner without the written consent of the Authority and the Public University and in accordance with the Indenture.

SECTION 12.06 Resolution and Indenture Controlling. In the event any provisions of this Agreement shall be incompatible with the Resolution or the Indenture, the provisions of said Resolution and the Indenture shall be controlling.

SECTION 12.07 Reserved.

SECTION 12.08 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.09 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State without regard to conflict of law principles.

IN WITNESS WHEREOF, the Camden County Improvement Authority has caused these presents to be executed by its Chairman and the Public University has caused these

presents to be executed by the Vice President of Finance/Chief Financial Officer of the Public University, all as of the day and year first hereinabove set forth.

Signed and delivered
In the presence of:

JAMES P. BLANDA
Secretary

THE CAMDEN COUNTY
IMPROVEMENT AUTHORITY

By: _____
WILLIAM R. HOSEY
Chairman

ROWAN UNIVERSITY

By: _____
JOSEPH F. SCULLY, Jr.
Vice President for Finance/
Chief Financial Officer

Signed and delivered
In the presence of:

STATE OF NEW JERSEY)
) SS.
COUNTY OF CAMDEN)

BE IT REMEMBERED that on this ____ day of June, 2013, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared William R. Hosey, who being by me duly sworn according to law on his oath, says that he is Chairman of THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, the Authority named in the within instrument; and that this person thereupon acknowledged that the instrument signed and delivered by said Chairman, as and for his voluntary act and deed and as and for the voluntary act and deed of said Authority.

Notary Public

STATE OF NEW JERSEY)
) SS.
COUNTY OF GLOUCESTER)

BE IT REMEMBERED that on this ____ day of June, 2013, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Joseph F. Scully, Jr., who being by me duly sworn according to law on his oath, says that he is the Vice President of Finance/Chief Financial Officer of Rowan University, the Public University named in the within instrument; and that this person thereupon acknowledged that he executed the foregoing instrument as such officer as the act and deed of said Rowan University by authority of its Board of Trustees.

Notary Public

EXHIBIT A

Project Facilities

A parcel of land owned by Rowan University described on the Tax Map of the Borough of Stratford, New Jersey as Block 62, Lot 10, and the existing building facilities and fixtures thereon constituting part of the Rowan University School of Osteopathic Medicine

EXHIBIT B

(Schedule of Annual Payments)

Aggregate Debt Service

Lease Payment	Principal	Interest	Debt Service	Annual Debt Service
11/1/2013	\$1,865,000.00	\$979,830.38	\$2,844,830.38	-
5/1/2014	-	1,163,910.20	1,163,910.20	\$4,008,740.58
11/1/2014	1,820,000.00	1,163,910.20	2,983,910.20	-
5/1/2015	-	1,149,958.95	1,149,958.95	4,133,869.15
11/1/2015	2,030,000.00	1,149,958.95	3,179,958.95	-
5/1/2016	-	1,129,744.10	1,129,744.10	4,309,703.05
11/1/2016	2,330,000.00	1,129,744.10	3,459,744.10	-
5/1/2017	-	1,104,278.90	1,104,278.90	4,564,023.00
11/1/2017	2,385,000.00	1,104,278.90	3,489,278.90	-
5/1/2018	-	1,070,218.90	1,070,218.90	4,559,497.80
11/1/2018	2,460,000.00	1,070,218.90	3,530,218.90	-
5/1/2019	-	1,032,662.40	1,032,662.40	4,562,881.30
11/1/2019	2,525,000.00	1,032,662.40	3,557,662.40	-
5/1/2020	-	990,329.78	990,329.78	4,547,992.18
11/1/2020	2,625,000.00	990,329.78	3,615,329.78	-
5/1/2021	-	937,999.65	937,999.65	4,553,329.43
11/1/2021	2,705,000.00	937,999.65	3,642,999.65	-
5/1/2022	-	887,852.65	887,852.65	4,530,852.30
11/1/2022	2,590,000.00	887,852.65	3,477,852.65	-
5/1/2023	-	825,650.85	825,650.85	4,303,503.50
11/1/2023	2,735,000.00	825,650.85	3,560,650.85	-
5/1/2024	-	762,742.15	762,742.15	4,323,393.00
11/1/2024	2,775,000.00	762,742.15	3,537,742.15	-
5/1/2025	-	698,278.60	698,278.60	4,236,020.75
11/1/2025	2,895,000.00	698,278.60	3,593,278.60	-
5/1/2026	-	630,070.00	630,070.00	4,223,348.60
11/1/2026	2,985,000.00	630,070.00	3,615,070.00	-
5/1/2027	-	554,493.00	554,493.00	4,169,563.00
11/1/2027	3,125,000.00	554,493.00	3,679,493.00	-
5/1/2028	-	475,372.00	475,372.00	4,154,865.00
11/1/2028	3,290,000.00	475,372.00	3,765,372.00	-
5/1/2029	-	392,070.00	392,070.00	4,157,442.00
11/1/2029	3,455,000.00	392,070.00	3,847,070.00	-
5/1/2030	-	304,591.00	304,591.00	4,151,661.00
Lease				Annual

Payment	Principal	Interest	Debt Service	Debt Service
11/1/2030	\$3,635,000.00	\$304,591.00	\$3,939,591.00	-
5/1/2031	-	212,548.00	212,548.00	\$4,152,139.00
11/1/2031	3,815,000.00	212,548.00	4,027,548.00	-
5/1/2032	-	115,945.00	115,945.00	4,143,493.00
11/1/2032	4,525,000.00	115,945.00	4,640,945.00	-
5/1/2033	-	-	-	4,640,945.00
	\$56,570,000.00	\$29,857,262.64	\$86,427,262.64	\$86,427,262.64

FIRST SUPPLEMENTAL LEASE AGREEMENT

TO

LEASE AND AGREEMENT, DATED AS OF JULY 1, 2013,

By and Between

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY,
as lessor**

and

**ROWAN UNIVERSITY,
as lessee**

Dated as of February 1, 2024

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT ("First Supplemental Lease"), dated as of February 1, 2024, by and between **THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic organized and existing under and pursuant to the laws of the State of New Jersey, as lessor ("Authority" or "Lessor"), and **ROWAN UNIVERSITY**, an institute of higher education, organized and established pursuant to the New Jersey Medical and Health Sciences Education Restructuring Act, *N.J.S.A. 18A:64M-1, et seq.* ("Rowan Act"), as lessee ("Public University" or "Lessee"), amends and supplements that certain Lease and Agreement, dated as of July 1, 2013 ("Original Lease Agreement" and together with this First Supplemental Lease, the "Lease" or the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Lease Agreement.

BACKGROUND

WHEREAS, the Authority, as lessor, and the Public University, as lessee, have heretofore entered into Original Lease Agreement with respect to the lease by the Authority of the Project Facilities to the Public University in connection with the Refinancing Project undertaken by the Public University; and

WHEREAS, the Authority provided for the financing of the Refinancing Project through the proceeds derived from the issuance of its Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013 in the aggregate principal amount of \$56,570,000, consisting of: (i) \$26,880,000 aggregate principal amount of Lease Revenue refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A ("2013A Bonds"), and (ii) \$29,690,000 aggregate principal amount of Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable) ("2013B Bonds" and, together with the 2013A Bonds, the "2013 Bonds"); and

WHEREAS, the 2013 Bonds were issued pursuant to and in accordance with the provisions of: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:37A-44 et seq.*) ("Act"); (ii) a bond resolution adopted by the Authority on May 9, 2013; and (iii) a Trust Indenture, dated as of July 1, 2013 ("Original Indenture"), between the Authority and TD Bank, National Association, as trustee ("Trustee"); and

WHEREAS, in order to secure the repayment of the 2013 Bonds, the Authority and the Public University entered into the Original Lease Agreement pursuant to which the Authority leased the Project Facilities to the Public University; and

WHEREAS, pursuant to the Original Lease Agreement, the Public University has agreed to make Lease Payments in the amounts and at the times necessary to pay the principal of and interest on the 2013 Bonds; and

WHEREAS, the Lease Payments under the Original Lease Agreement constitute general corporate obligations of the Public University; and

WHEREAS, the 2013A Bonds maturing on or after December 1, 2024 (referred to herein as the "Callable Bonds"), are subject to redemption prior to maturity, in whole or in part, on any date on or after December 1, 2023 ("Redemption Date"), at the option of the Authority (with the consent of the Public University) at a redemption price of 100% of the principal amount thereof, together with accrued interest to the date of redemption; and

WHEREAS, due to favorable interest rates in the municipal bond market, the opportunity exists to economically refinance all or a portion of the Callable Bonds; and

WHEREAS, as a result of such favorable economic conditions, the Authority (at the direction and with the consent of the Public University) has determined to refund and redeem the Callable Bonds maturing on December 1 in the years 2024 through 2027, inclusive, and December 1, 2032 (collectively referred to herein as the "2013 Refunded Bonds"), on or after Redemption Date thereof (the "Refunding Project"); and

WHEREAS, to effectuate the Refunding Project, the Authority has determined to issue its Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024, in an aggregate principal amount of \$15,375,000 ("2024 Bonds"), the proceeds of which are being used to: (i) currently refund and redeem the 2013 Refunded Bonds; and (ii) pay certain costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds (items (i) and (ii) are collectively referred to herein as the "2024 Project"); and

WHEREAS, the 2024 Bonds are being issued pursuant to the Act, a Bond Resolution adopted by the Authority on October 12, 2023 ("Bond Resolution") and the Original Indenture, as amended and supplemented by that certain First Supplemental Trust Indenture, dated as of February 1, 2024 ("First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Authority and the Trustee; and

WHEREAS, the Authority and the Public University have collectively determined that entering into this First Supplemental Lease and financing the 2024 Project pursuant to the transactions described herein will produce significant savings to the Public University; and

WHEREAS, pursuant to the Original Lease Agreement, as amended by this First Supplemental Lease, payment of the principal of and interest on the 2024 Bonds shall be secured by the Lease Payments payable by the Public University thereunder and hereunder.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND CERTAIN OTHER CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Article I of the Original Lease Agreement is hereby amended and supplemented by amending and restating certain of the definitions, which are set forth therein as follows:

"Agreement" means this Lease and Agreement, dated as of July 1, 2013, executed by and between the Authority and the Public University, as amended and

supplemented by that certain First Supplemental Lease Agreement, dated as of February 1, 2024, between the Authority and the Public University, in connection with the issuance of the Bonds and relating to the Project Facilities, as such Agreement may be further amended and supplemented from time to time by a Supplemental Lease Agreement (as such term is defined in the Indenture).

"Annual Administrative Fee" means the annual fee for the general administrative services of the Authority related to the Bonds, this Agreement, the Indenture and the Ground Lease, in an amount equal to: (i) \$5,000, with respect to the 2013 Bonds; (ii) \$5,000, with respect to the 2024 Bonds; and (iii) the amount set forth in any Supplemental Lease in connection with the issuance of any refunding bonds under the Indenture.

"Bonds" means, collectively: (i) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013A, in the original principal amount of \$26,880,000; (ii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2013B (Federally Taxable), in the original principal amount of \$29,690,000 (items (i) and (ii) are collectively, the **"2013 Bonds"**); (iii) The Camden County Improvement Authority Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project), Series 2024, in the original principal amount \$15,375,000 (the **"2024 Bonds"**); and (iv) any series of Refunding Bonds issued pursuant to any Supplemental Indenture.

"Bond Purchase Contract" means: (i) the Purchase Contract, by and between the Authority and Raymond James & Associates, Inc., as senior managing underwriter, acting on its own behalf and on behalf of the other underwriters named therein, and acknowledged by the Public University, entered into in connection with the negotiated sale of the respective series of 2013 Bonds; and (ii) any other bond purchase agreement or similar agreement evidencing the purchase of any series of Bonds.

"Continuing Disclosure Agreement" means: (i) the Continuing Disclosure Agreement executed by and between the Public University and the Trustee, as trustee and as dissemination agent, pertaining to the Bonds, as may be amended or supplemented; and (ii) any other agreement executed and delivered by the Authority and the Public University providing ongoing disclosure with respect to, among other things, Bonds issued pursuant to the Indenture in accordance with Securities and Exchange Act Rule 15c-12, as amended.

"Escrow Deposit Agreement" means: (i) those certain Escrow Deposit Agreements, each dated as of July 1, 2013, by and among (a) the 2002A Escrow Agent, the Public University, University Hospital and Rutgers with respect to the 2002A UMDNJ Bonds and (b) the 2009B Escrow Agent, the Public University, Rutgers, University Hospital and the New Jersey Educational Facilities Authority, with respect to the 2009B NJEFA Bonds; and (ii) any escrow deposit agreement, or other similar agreement, executed and delivered by the Authority and the escrow agent named therein in connection with the issuance of a series of Refunding Bonds including, but not limited to, the 2024 Bonds.

"Initial Fee" means the fee paid or payable to the Authority for its services in connection with: (i) the issuance of the 2013 Bonds, in the amount of \$282,850.00; (ii) the issuance of the 2024 Bonds, in the amount of \$19,218.75; and (iii) the issuance of any series of Refunding Bonds issued under a Supplemental Indenture, the amount set forth in the Supplemental Lease.

"Refunded Bonds" means: (i) with respect to the 2013 Bonds, collectively, the 2002A Refunded Bonds and the 2009B Refunded Bonds; (ii) with respect to the 2024 Bonds, the 2013 Refunded Bonds; and (iii) with respect to any additional series of Refunding Bonds, the bonds identified in the applicable Supplemental Indenture."

2. Article I of the Original Lease Agreement is hereby amended and supplemented by adding the following definitions:

"First Supplemental Indenture" means the First Supplemental Trust Indenture, dated as of February 1, 2024, between the Authority and the Trustee, which amends and supplements the Original Indenture.

"First Supplemental Lease" means this First Supplemental Lease Agreement, dated as of February 1, 2024, between the Authority, as lessor, and the Public University, as lessee, which amends and supplements the Original Lease Agreement.

"Indenture" means the Original Indenture, as amended and supplemented by the First Supplemental Indenture, and as may be further amended and supplemented by any additional Supplemental Indenture.

"Insured Obligations" means the 2024 Bonds.

"Original Indenture" shall mean the Indenture of Trust, dated as of July 1, 2013, between the Authority and TD Bank, National Association, as trustee, relating to the Refinancing Project financed with the proceeds of the 2013 Bonds issued by the Authority.

"Original Lease Agreement" shall mean the Lease and Agreement, dated as of July 1, 2013, between the Authority and the Public University, relating to the Refinancing Project financed with the proceeds of the 2013 Bonds issued by the Authority.

"Policy" shall mean the Municipal Bond Insurance Policy issued by the 2024 Insurer that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

"Refunding Bonds" means any Bonds issued pursuant to any Supplemental Indenture, the proceeds of which shall be used to refund any Outstanding Bonds previously issued and then Outstanding under the Indenture.

"2013 Refunded Bonds" means, collectively, the 2013A Bonds maturing on December 1 in the years 2024 through 2027, inclusive, and December 1, 2032.

"2024 Bonds" means the Authority's Lease Revenue Refunding Bonds (Rowan School of Osteopathic Medicine Project), Series 2024, dated February 29, 2024, issued in the aggregate principal amount of \$15,375,000.

"2024 Insurer" means Build America Mutual Assurance Company, or any successor thereto.

"2024 Project" means: (i) the refunding and redemption of the 2013 Refunded Bonds; and (ii) the payment certain costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds."

3. Section 3.01 of the Original Lease Agreement is hereby amended and restated in its entirety to provide as follows:

"SECTION 3.01 Sale of the Bonds.

(a) The Authority agrees to use its best efforts to sell, issue and deliver each series of Bonds.

(b) The proceeds of the 2013 Bonds shall be used to finance the costs of the Refinancing Project, all as more fully provided for in the Original Indenture.

(c) The proceeds of the 2024 Bonds shall be used to finance the costs of the 2024 Project, all as more fully provided in the First Supplemental Indenture.

(d) The proceeds of any series of Refunding Bonds issued subsequent to the sale and delivery of the 2024 Bonds shall be used to finance those costs as more fully provided in the applicable Supplemental Indenture."

4. Section 4.03 of the Original Lease Agreement is hereby amended and restated in its entirety to provide as follows:

"SECTION 4.03 Term of Agreement. The term of this Agreement shall continue until at least December 1, 2032, unless the Authority and the Public University shall sooner terminate this Agreement by mutual consent ("Lease Term"); provided, however, that the end of said Lease Term shall not be advanced nor shall this Agreement be terminated so long as the Authority shall have Outstanding and unpaid, without provision for such payment duly provided for, any of the Bonds issued for the purpose of providing moneys to pay the Cost of: (i) the Refinancing Project; (ii) the 2024 Project; (iii) the refunding of any other Outstanding Bonds; or (iv) any obligations under any Financing Documents."

5. Section 4.06 of the Original Lease Agreement is hereby amended to include a new subsection (f) to provide as follows:

"(f) any and all charges, fees, costs and expenses that the Authority may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Policy (while the Policy guarantees the payment of the Insured Obligations) or any Security Document (as such term is defined in the First Supplemental Indenture), (ii) the pursuit of any remedies under the Indenture, the Policy or any other Security Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture, the Policy (while the Policy guarantees the payment of the Insured Obligations) or any other Security Document whether or not executed or completed, (iv) any litigation or other dispute in connection with the Indenture, the Policy (while the Policy guarantees the payment of the Insured Obligations) or any other Security Document or the transactions contemplated thereby, other than costs resulting from the failure of the 2024 Insurer to honor its obligations under the Policy, or (v) while the Policy guarantees the payment of the Insured Obligations, any and all fees, costs, expenses, required payments, reimbursements or other amounts due by the Authority or the Public University to the 2024 Insurer in connection with the Policy in accordance with the First Supplemental Indenture.

(g) While the Policy guarantees the payment of the Insured Obligations, upon prior written notice from the 2024 Insurer, the Authority or the Trustee in accordance with Section 7(h) of the First Supplemental Indenture, the Public University agrees unconditionally that it will pay to the Trustee or reimburse the 2024 Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the 2024 Insurer may pay or incur, including, but not limited to, fees and expenses of the 2024 Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the 2024 Insurer spent in connection with the actions described in the preceding sentence. The Public University agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate (as such term is defined in the First Supplemental Indenture), compounded semi-annually, from the date that payment is first due to the 2024 Insurer until the date the 2024 Insurer is paid in full.

Notwithstanding anything herein to the contrary, while the Policy guarantees the payment of the Insured Obligations, upon prior written notice from the 2024 Insurer, the Authority or the Trustee of the incurrence of the obligations described hereafter (and as described in Section 7(h) of the First Supplemental Indenture), the Public University agrees to pay to the 2024 Insurer: (i) a sum equal to the total of all amounts paid by the 2024 Insurer under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by the 2024 Insurer until payment thereof in full by the Public University, payable to the 2024 Insurer at the Late Payment Rate per annum (collectively, "BAM

Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Public University hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations."

6. While the Policy guarantees the payment of the Insured Obligations, the Public University hereby expressly acknowledges the covenants set forth in Section 7 of the First Supplemental Indenture and shall comply with such covenants, as if such covenants were made herein.

7. Sections 11.03, 11.04, 11.05 and 11.07 of the Original Lease Agreement shall apply to the 2024 Bonds to the same extent they apply to 2013A Bonds and any other Bonds issued on a tax-exempt basis issued under the Indenture as if such Sections were restated here in their entireties with such Sections inclusive of the 2024 Bonds and any additional Bonds issued on a tax-exempt basis.

8. References in the Original Lease Agreement to: (i) "Bonds", "2013A Bonds", "2013B Bonds" and "Outstanding Bonds" shall include the 2024 Bonds where the context so requires; and (ii) "any additional series of Bonds", "Outstanding Bonds", "applicable series of Bonds" and "respective series of Bonds" shall include the 2024 Bonds, in addition to the 2013 Bonds.

9. The following Exhibit which is attached to the Original Lease Agreement is hereby amended and replaced by the correspondingly designated Exhibit attached to this First Amendment to Lease in connection with the issuance of the 2024 Bonds:

"EXHIBIT B (Schedule of Annual Payments)"

10. Except as amended by this First Supplemental Lease, all the terms and conditions of the Original Lease Agreement shall remain in full force and effect.

11. In case anyone or more of the provisions of this First Supplemental Lease shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this First Supplemental Lease, but this First Supplemental Lease shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

12. In the event any provisions of this First Supplemental Lease shall be incompatible with the Indenture, the provisions of said Indenture shall be controlling.

13. This First Supplemental Lease shall be governed exclusively by and construed in accordance with the laws of the State without regard to conflict of law principles.

14. This First Supplemental Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This

First Supplemental Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

IN WITNESS WHEREOF, the Camden County Improvement Authority has caused these presents to be executed by its Chairperson and the Public University has caused these presents to be executed by the Senior Vice President of Finance and Chief Financial Officer of the Public University, all as of the day and year first hereinabove set forth.

THE CAMDEN COUNTY
IMPROVEMENT AUTHORITY

Signed and delivered
In the presence of:

JAMES R. LEX
Secretary

By: _____
LINDA M. ROHRER
Chairperson

ROWAN UNIVERSITY

By: _____
JOSEPH F. SCULLY, JR.,
Senior Vice President for Finance
and Chief Financial Officer

Signed and delivered
In the presence of:

STATE OF NEW JERSEY)
) SS.
COUNTY OF CAMDEN)

BE IT REMEMBERED that on this ____ day of February, 2024, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Linda M. Rohrer, who being by me duly sworn according to law on her oath, says that she is Chairwoman of THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, the Authority named in the within instrument; and that this person thereupon acknowledged that the instrument signed and delivered by said Chairwoman, as and for her voluntary act and deed and as and for the voluntary act and deed of said Authority.

Notary Public

STATE OF NEW JERSEY)
) SS.
COUNTY OF GLOUCESTER)

BE IT REMEMBERED that on this ____ day of February, 2024, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Joseph F. Scully, Jr., who being by me duly sworn according to law on his oath, says that he is the Senior Vice President for Finance and Chief Financial Officer of Rowan University, the Public University named in the within instrument; and that this person thereupon acknowledged that he executed the foregoing instrument as such officer as the act and deed of said Rowan University by authority of its Board of Trustees.

Notary Public

EXHIBIT B

(Schedule of Annual Payments)

Lease Payment Date	Bond Payment Date	Principal Portion of Lease Payment	Interest Portion of Lease Payment	Total Lease Payment	Annual Lease Payment
5/1/2024	6/1/2024	-	\$196,458.33	\$196,458.33	\$196,458.33
11/1/2024	12/1/2024	\$1,485,000.00	384,375.00	1,869,375.00	
5/1/2025	6/1/2025	-	347,250.00	347,250.00	2,216,625.00
11/1/2025	12/1/2025	1,555,000.00	347,250.00	1,902,250.00	
5/1/2026	6/1/2026	-	308,375.00	308,375.00	2,210,625.00
11/1/2026	12/1/2026	1,690,000.00	308,375.00	1,998,375.00	
5/1/2027	6/1/2027	-	266,125.00	266,125.00	2,264,500.00
11/1/2027	12/1/2027	1,770,000.00	266,125.00	2,036,125.00	
5/1/2028	6/1/2028	-	221,875.00	221,875.00	2,258,000.00
11/1/2028	12/1/2028	1,860,000.00	221,875.00	2,081,875.00	
5/1/2029	6/1/2029	-	175,375.00	175,375.00	2,257,250.00
11/1/2029	12/1/2029	1,955,000.00	175,375.00	2,130,375.00	
5/1/2030	6/1/2030	-	126,500.00	126,500.00	2,256,875.00
11/1/2030	12/1/2030	2,050,000.00	126,500.00	2,176,500.00	
5/1/2031	6/1/2031	-	75,250.00	75,250.00	2,251,750.00
11/1/2031	12/1/2031	2,150,000.00	75,250.00	2,225,250.00	
5/1/2032	6/1/2032	-	21,500.00	21,500.00	2,246,750.00
11/1/2032	12/1/2032	860,000.00	21,500.00	881,500.00	
5/1/2033	6/1/2033	-	-	-	881,500.00
Total:		\$15,375,000.00	\$3,665,333.33	\$19,040,333.33	\$19,040,333.33

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APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

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DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated February 29, 2024, is executed and delivered by Rowan University (the “Obligated Person”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Obligated Person in processing certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Obligated Person through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer (hereinafter defined), the Obligated Person, or anyone on behalf of the Issuer or Obligated Person, regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary. DAC is not a “Municipal Advisor” as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f) hereof, by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the annual financial statements of the Obligated Person for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i)(B) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary

Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be (or voluntarily) submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Obligated Person and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Representative” means the Senior Vice President for Finance and Chief Financial Officer, or his or her designee, or such other person as the Obligated Person shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Obligated Person pursuant to Section 9 hereof.

“Failure to File Event” means the Obligated Person’s failure to file an Annual Report on or before the Annual Filing Date.

“Financial Obligation” as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means The Camden County Improvement Authority, as issuer of the Bonds.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Official Statement” means that Official Statement prepared by the Issuer and the Obligated Person in connection with the Bonds, as listed in Exhibit A.

“Trustee” means the institution identified as such in the document under which the Bonds were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Obligated Person shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, if any, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the first day of the tenth month following the end of each fiscal year of the Obligated Person, commencing with the fiscal year ending June 30, 2024. Such date and each anniversary thereof is the “Annual Filing Date.” The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail), with a copy to the Issuer, to remind the Obligated Person of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing,

with a copy to the Issuer, that the Obligated Person will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 10:00 a.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Obligated Person irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Obligated Person are prepared but not available prior to the Annual Filing Date, the Obligated Person shall, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy each for the Issuer and the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) hereof (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - 1. “Principal and interest payment delinquencies;”
 - 2. “Non-Payment related defaults, if material;”
 - 3. “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - 4. “Unscheduled draws on credit enhancements reflecting financial difficulties;”

5. “Substitution of credit or liquidity providers, or their failure to perform;”
6. “Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;”
7. “Modifications to rights of securities holders, if material;”
8. “Bond calls, if material, and tender offers;”
9. “Defeasances;”
10. “Release, substitution, or sale of property securing repayment of the securities, if material;”
11. “Rating changes;”
12. “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
13. “The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;”
14. “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
15. “Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;” and
16. “Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.”

- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required”

when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

- (vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) hereof with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Obligated Person pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;” other than those communications included in the Rule;
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;” and
10. “other event-based disclosures.”

- (vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Obligated Person pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or

other third party;”

8. “consultant reports;” and

9. “other financial/operating data.”

(viii) provide the Obligated Person and Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Obligated Person may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Issuer, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Obligated Person, including the financial and statistical information provided in the Official Statement set forth in Appendix A - Information Regarding Rowan University.

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles (“GAAP”) as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Person is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Obligated Person will clearly identify each such document so incorporated by reference.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing

disclosure undertaking related to the Bonds, the Obligated Person is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the

existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

The Obligated Person shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer, Obligated Person or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Obligated Person determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that either (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the

categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. The Obligated Person will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Obligated Person acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Obligated Person, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Obligated Person acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Obligated Person may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Obligated Person may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure

Agreement), include the text of the disclosure that the Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(b) hereof to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice may be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that the Obligated Person is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Person from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Obligated Person chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Obligated Person and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Obligated Person is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Obligated Person has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Obligated Person may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, if any, replace or appoint a successor to the Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Obligated Person or DAC, the Obligated Person agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Obligated Person shall remain liable to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent.

The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer and the Obligated Person.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Obligated Person or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Person has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information, or any other information, disclosures or notices provided to it by the Obligated Person and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Obligated Person, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Person's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Obligated Person has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Obligated Person at all times.

THE OBLIGATED PERSON AGREES, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Obligated Person under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting

in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Obligated Person.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. No Issuer Responsibility. The Obligated Person and the Disclosure Dissemination Agent acknowledge that the Issuer has undertaken no responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Agreement, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Obligated Person and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Obligated Person and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Obligated Person nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer and the Obligated Person. No such amendment shall become effective if the Obligated Person shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Obligated Person, the Issuer, the Trustee (if any), the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New Jersey (other than with respect to conflicts of laws).

SECTION 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Obligated Person have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

ROWAN UNIVERSITY,
as Obligated Person

By: _____
Name: Joseph F. Scully, Jr.
Title: Senior Vice President for Finance and
Chief Financial Officer

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	The Camden County Improvement Authority
Obligated Person(s)	Rowan University
Name of Bond Issue:	Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2024
Date of Issuance:	February 29, 2024
Date of Official Statement	February 15, 2024

CUSIP Numbers:	13281K ZE1
	13281K ZF8
	13281K ZG6
	13281K ZH4
	13281K ZJ0
	13281K ZK7
	13281K ZL5
	13281K ZM3
	13281K ZN1

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer The Camden County Improvement Authority

Obligated Person: Rowan University

Name(s) of Bond Issue(s): Lease Revenue Refunding Bonds (Rowan University School of
Osteopathic Medicine Project) Series 2024

Date(s) of Issuance: February 29, 2024

Date(s) of Disclosure February 29, 2024
Agreement:

CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Disclosure Agreement between the Obligated Person and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. [The Obligated Person has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____].

Dated: _____

Digital Assurance Certification, L.L.C., as
Disclosure Dissemination Agent, on behalf of the
Obligated Person

cc: Rowan University
 The Camden County Improvement Authority

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may be sent to the MSRB pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and Obligated Person's Names:

Issuer's Six-Digit CUSIP Number:

Issuer's Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

Number of pages of attached: _____

_____ Description of Notice Event (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material; and tender offers;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. _____ "Merger, consolidation, or acquisition of the obligated person, if material;"
14. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15. _____ "Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material;" and
16. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary event disclosure” may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of February 29, 2024 between the Obligated Person and DAC.

Issuer’s and Obligated Person’s Names:

Issuer’s Six-Digit CUSIP Number:

Issuer’s Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ “amendment to continuing disclosure undertaking;”
2. _____ “change in obligated person;”
3. _____ “notice to investors pursuant to bond documents;”
4. _____ “certain communications from the Internal Revenue Service;”
5. _____ “secondary market purchases;”
6. _____ “bid for auction rate or other securities;”
7. _____ “capital or other financing plan;”
8. _____ “litigation/enforcement action;”
9. _____ “change of tender agent, remarketing agent, or other on-going party;” and
10. _____ “other event-based disclosures.”

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of February 29, 2024 between the Issuer and DAC.

Issuer's and Obligated Person's Names:

Issuer's Six-Digit CUSIP Number:

Issuer's Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Financial Disclosure (Check One):

1. _____ "quarterly/monthly financial information;"
2. _____ "change in fiscal year/timing of annual disclosure;"
3. _____ "change in accounting standard;"
4. _____ "interim/additional financial information/operating data;"
5. _____ "budget;"
6. _____ "investment/debt/financial policy;"
7. _____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. _____ "consultant reports;" and
9. _____ "other financial/operating data."

I hereby represent that I am authorized by the Obligated Person or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

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APPENDIX E

**FORM OF OPINION OF
BOND COUNSEL**

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February 29, 2024

The Camden County Improvement Authority
520 Market Street, 6th Floor
Camden, New Jersey 08102

**RE: \$15,375,000 THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
LEASE REVENUE REFUNDING BONDS (ROWAN UNIVERSITY
SCHOOL OF OSTEOPATHIC MEDICINE PROJECT), SERIES 2024**

Authority Members:

We have served as Bond Counsel to the Camden County Improvement Authority ("Authority") in connection with the authorization, issuance, sale, and delivery of the above-captioned obligations ("2024 Bonds").

The 2024 Bonds are issued pursuant to: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey ("State") (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto ("Act"); (ii) a bond resolution of the Authority, duly adopted on October 12, 2023 ("Bond Resolution"); (iii) the Trust Indenture, dated as of July 1, 2013 ("Original Trust Indenture"), between the Authority and TD Bank, National Association, as trustee ("Trustee"), as amended and supplemented by the First Supplement to Trust Indenture, dated as of February 1, 2024 ("First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Authority and the Trustee. Capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.

The proceeds of the 2024 Bonds will be used to: (i) refinance by the defeasance and current refunding of all of the Authority's presently outstanding \$16,415,000 Lease Revenue Refunding Bonds (Rowan University School of Osteopathic Medicine Project) Series 2013A (the "Refunded Bonds"), the proceeds of which, together with other available funds, were used to refinance certain outstanding indebtedness issued by or on behalf of The University of Medicine and Dentistry of New Jersey ("UMDNJ") in connection with the acquisition of certain facilities of the School of Osteopathic Medicine ("SOM") of UMDNJ by Rowan University ("Public University"); and (ii) pay the costs and expenses incurred by the Authority and the Public University in connection with the issuance of the 2024 Bonds.

Pursuant to a Ground Lease Agreement, dated as of July 1, 2013 ("Ground Lease"), between the Public University and the Authority, the Authority leased certain existing land and the existing improvements thereon from the Public University. Pursuant to a Lease and Agreement,

dated as of July 1, 2013, by and between the Authority and the Public University ("Original Lease Agreement"), the Authority, thereafter leased the land upon which the SOM is located, together with certain improvements thereon, to the Public University.

The 2024 Bonds are special, limited obligations of the Authority payable by the Authority solely from the Trust Estate, which includes: (i) Lease Payments (other than Additional Lease Payments) received pursuant to the Original Lease Agreement, which Original Lease Agreement is being amended pursuant to a First Supplemental Lease Agreement, dated as of February 1, 2024 ("First Supplemental Lease Agreement" and, together with the Original Lease Agreement, the "Lease Agreement"), between the Authority and the Public University, in connection with the issuance of the Bonds; and (ii) certain other amounts pledged to the 2024 Bonds pursuant to the Indenture. Pursuant to the Lease Agreement, the Authority leases the Project Facilities (as defined in the Lease Agreement) constituting the SOM in the Borough of Stratford, New Jersey, to the Public University. The obligation of the Public University to make the payments required under the Lease Agreement for the payment of the debt service on the 2024 Bonds and other indebtedness issued under the Indenture constitutes an unsecured general obligation of the Public University, payable from any legally available funds of the Public University.

The 2024 Bonds are dated February 29, 2024, mature on December 1 in each of the years in the respective principal amounts set opposite each such year in the table below and bear interest at the respective interest rates per annum below, payable semi-annually on June 1 and December 1, commencing June 1, 2024, in each year until maturity or earlier redemption.

<u>Year</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Year</u> <u>(January 15)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$1,485,000	5.00%	2029	\$1,955,000	5.00%
2025	1,555,000	5.00	2030	2,050,000	5.00
2026	1,690,000	5.00	2031	2,150,000	5.00
2027	1,770,000	5.00	2032	860,000	5.00
2028	1,860,000	5.00			

The 2024 Bonds are issued in fully registered book-entry-only form of one certificate for each maturity of the 2024 Bonds. The 2024 Bonds are subject to optional redemption prior to maturity in the manner and upon the terms and conditions set forth in the Indenture.

As Bond Counsel to the Authority, we have examined the Bond Resolution, the Indenture, the Ground Lease, the Lease Agreement, and such statutes of the State and such resolutions of the Authority and proceedings relating thereto as we have deemed necessary to enable us to render the opinions set forth below. We have also examined and relied upon the proceedings authorizing the issuance of the 2024 Bonds and certain certifications and agreements (including a Joint Tax Certificate, dated the date hereof ("Nonarbitrage Certificate"), executed by the Authority and the Public University with respect to the 2024 Bonds) intended to satisfy certain provisions of the Internal Revenue Code of 1986, as amended ("Code"), and applicable Treasury Regulations, rulings and court decisions, receipts and other documents which we have considered relevant. We have also examined a specimen copies of the 2024 Bonds and have relied on certifications as to the execution and authentication of the 2024 Bonds. We have assumed that all documents, records and other instruments examined by us are genuine, accurate and complete and we have not undertaken

to verify the factual matters set forth in any certificates or other documents by independent investigation.

Based upon and subject to the foregoing, we are of the following opinion:

1. The Authority has been duly created and is validly existing under the provisions of the Constitution and the laws of the State, including the Act.

2. The Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority, enforceable in accordance with its terms.

3. The Indenture, the Ground Lease, and the Lease Agreement have each been duly authorized, executed and delivered by the Authority and, assuming that such agreements have been duly authorized, executed and delivered by the respective parties thereto, constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with the respective terms thereof, except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium or other laws or other legal or equitable principles affecting the enforcement of creditors' rights generally ("Creditors' Rights Limitations").

4. The Indenture creates the valid pledge which it purports to create of the Trust Estate, subject only to the application thereof to the purposes and on the conditions permitted in the Indenture.

5. The 2024 Bonds have been duly authorized, executed and delivered by the Authority and are legal, valid and binding, special and limited obligations of the Authority, enforceable in accordance with their terms and the terms of the Indenture, except to the extent that the enforcement thereof may be affected by Creditors' Rights Limitations, and are entitled to the benefit and security of the Indenture.

6. Interest on the 2024 Bonds is not included for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Code and will not constitute a tax preference item for the purposes of the alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on such corporations.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the "dividend equivalent amount" for the taxable year. Interest on the 2024 Bonds received or accrued by a foreign corporation subject to the branch profits tax is included in computing the "dividend equivalent amount" of such corporation.

In addition, passive investment income, including interest on the 2024 Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In rendering this opinion, we have assumed continuing compliance by: (i) the Authority with the covenants contained in the Bond Resolution, the Indenture, the Lease Agreement, and the Nonarbitrage Certificate; and (ii) the Public University with the covenants contained in the Lease Agreement and the Nonarbitrage Certificate, that each will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the 2024 Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the Authority or the Public University to comply with its respective covenants could result in the interest on the 2024 Bonds being subject to federal income tax retroactive to the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the 2024 Bonds.

Ownership of the 2024 Bonds may result in collateral federal income tax consequences to certain taxpayers including, without limitation, financial institutions, holders of an interest in a financial asset securitization investment trust, property and casualty insurance companies, controlled foreign corporations, individual recipients of Social Security or Railroad Retirement benefits, individuals who otherwise qualify for the earned income credit, and individuals and families that qualify for a premium assistance credit amount under Section 36B of the Code.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. The 2024 Bonds are *not* "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Owners of the 2024 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the branch profits tax and the tax on passive investment income of S corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

7. Interest on the 2024 Bonds and any gain from the sale thereof are not included in the gross income of the owners thereof under the New Jersey Gross Income Tax Act, as enacted and construed on the date hereof.

With regard to the Ground Lease and the Lease Agreement, we have not made or undertaken to make any investigation of the state of title to any real or personal property or of the filing or recording of any documents, and we express no opinion with respect to: (i) the adequacy and legal sufficiency of the legal description of, or the title to, the real property or the personal property described in any of the above-mentioned documents; or (ii) the creation, perfection or priority of security interests or liens intended to be created by such documents, if any, and we express no opinion concerning the effect of any environmental law upon the real or personal property described in such documents

We call to your attention the fact that the 2024 Bonds are special and limited obligations of the Authority, payable only out of Trust Estate, and that neither the 2024 Bonds nor the Indenture

pledge the faith and credit or taxing power of the State or any political subdivision thereof. The Authority has no taxing power.

We note that the Authority has received opinions of General Counsel to the Authority and Gibbons P.C., Special Counsel to the Public University, as to the legal, valid and binding nature of the Ground Lease and the Lease Agreement with respect to the Public University.

We express no opinion as to any matter not set forth in the numbered paragraphs above including, without limitation, any financial or other information which has been or may be supplied to purchasers of the Bonds.

The opinions expressed in the numbered paragraphs above are being rendered on the basis of federal law and the laws of the State, as presently enacted and construed, and we assume no responsibility to advise any party as to any changes in law or fact subsequent to the date hereof that may affect the opinions expressed above.

This is only an opinion letter and not a warranty or guaranty of the matters discussed above.

This letter is being provided solely for the benefit of the Authority and may not be relied upon by any other person, party, firm or organization without our prior written consent.

Very truly yours,

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APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: \$_____ in aggregate principal
amount of [NAME OF TRANSACTION]
[and maturing on]

Effective Date: _____

Risk Premium: \$_____

Member Surplus Contribution: \$_____

Total Insurance Payment: \$_____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

Notices (Unless Otherwise Specified by BAM)

Email:

claims@buildamerica.com

Address:

200 Liberty Street, 27th floor
New York, New York 10281

Telecopy:

212-962-1524 (attention: Claims)

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