

**RESOLUTION OF THE NORTH HUDSON SEWERAGE AUTHORITY
DETERMINING TO INVITE HOLDERS OF ITS OUTSTANDING GROSS REVENUE
SENIOR LIEN LEASE CERTIFICATES, SERIES 2019 (FEDERALLY TAXABLE) TO
TENDER THEM FOR PURCHASE AND CANCELLATION OR REDEMPTION,
PROVIDING FOR THE POTENTIAL SALE OF NOT EXCEEDING \$160,625,000
GROSS REVENUE SENIOR LIEN LEASE CERTIFICATES, SERIES 2023 TO
BARCLAYS CAPITAL INC., AND DETERMINING VARIOUS MATTERS
PERTAINING THERETO**

MOTIONED BY:

SECONDED BY:

WHEREAS, The North Hudson Sewerage Authority (the "Authority") is a public body, duly formed under the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946, of the State of New Jersey, as amended and supplemented (N.J.S.A. 40:14A-1 et seq.) and possesses the powers set forth therein;

WHEREAS, the Authority has outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000 (the "Target Certificates");

WHEREAS, the Authority has determined (i) to invite holders of the Target Certificates to tender them for purchase and cancellation or redemption by the Authority (the "Invitation to Tender"), and to provide for the payment of same with the proceeds of Gross Revenue Senior Lien Lease Certificates, along with other legally available funds, to be issued in one or more Series in an aggregate amount not exceeding \$160,625,000 (the "Additional Certificates") under and pursuant to the Agent Agreement dated May 24, 2012, as amended and supplemented, by and among TD Bank, National Association as successor Agent (the "Agent"), Municipal Infrastructure Leasing 1, Inc (the "Lessor") and the Authority (the "Agent Agreement"), and sold to Barclays US Capital Inc. (the "Underwriter") in accordance with the terms of a Purchase Contract to be entered into by and between the Authority and the Underwriter (the "Purchase Contract"); and if deemed necessary and / or desirable by the Chairman, the Vice Chairman or the Treasurer of the Authority (each, an "Authorized Officer") (ii) to defease and / or redeem all or a portion of the Target Certificates and / or the Authority's outstanding Gross Revenue Senior Lien Lease Certificates, Series 2021 authenticated October 13, 2021, plus the interest to accrue thereon, with funds made available for such purpose pursuant to the Agent Agreement (collectively, the "Financing");

WHEREAS, the Authority leased its system (the "System") to the Lessor pursuant to a Head Lease Agreement by and between the Lessor and the Authority dated May 24, 2012 (the "Head Lease") and leased back the System from the Lessor pursuant to a Master Lease Agreement by and between the Authority and the Lessor dated May 24, 2012, as amended and supplemented (the "Master Lease");

WHEREAS, under and pursuant to the Master Lease, the Authority pays, among other payments, fixed rent in principal and interest portions to the Lessor, which fixed rent payments are assigned to the Agent under the Agent Agreement and a part of the trust estate, the participatory interests in which are evidenced by the Target Certificates;

WHEREAS, under and pursuant to the Master Lease, the Authority pledges its Gross Revenues (as defined therein) to secure the payment of the fixed rent and agreed to operate and maintain the System and to pay operating expenses in connection therewith and to maintain reserves for the benefit of the System;

WHEREAS, under and pursuant to the Master Lease, the Authority pays its debt payable to the New Jersey Infrastructure Bank (f/k/a the New Jersey Environmental Infrastructure Trust), which debt is subordinate to the Target Certificates and shall remain subordinate to the Additional Certificates; and

WHEREAS, the Authority hereby authorizes the Financing and all matters with respect to the Invitation to Tender and the sale and delivery of the Additional Certificates, including the preparation and distribution of the Invitation to Tender, the execution and delivery of a Third Amendment to the Master Lease Agreement to accommodate such changes as may be necessary to provide for the payment of the Additional Certificates; the execution and delivery of a Third Supplemental Agent Agreement authorized pursuant to Article VII of the Agent Agreement; the execution and delivery of the Purchase Contract and determination of various matters related thereto; the execution and delivery of a Secondary Market Disclosure Undertaking; if necessary, the execution and delivery of an Escrow Deposit Agreement; the preparation and distribution of a Preliminary Official Statement, a final Official Statement, and any other documents, instruments or certificates deemed necessary, desirable or convenient by JP Capizzi LLC, Union City, New Jersey ("Special Counsel").

NOW THEREFORE, BE IT RESOLVED BY THE AUTHORITY AS FOLLOWS:

ARTICLE I

Introduction

Section 101. Short Title. This resolution may be cited and referred to by the Authority as the "Award Resolution".

Section 102. Certain Definitions. Capitalized terms, unless the context clearly requires otherwise, shall have the meanings assigned to such terms in the Agent Agreement, the Head Lease and the Master Lease, as may be amended and supplemented (collectively, the "Lease Documents").

ARTICLE II

Authorization of Invitation to Tender, Acceptance and Cancellation or Redemption of Target Certificates

Section 201. Notice of Potential Tender Offer. The Authorized Officer is hereby authorized to cause the filing of the Notice of Potential Tender Offer, substantially in the form set forth in Appendix A hereto, with such changes, insertions and omissions as may be approved by the Authorized Officer, in consultation with Special Counsel.

Section 202. Invitation to Tender the Target Certificates. The Authorized Officer is hereby authorized to cause the distribution of the Invitation to Tender the Target Certificates (the "Invitation"), substantially in the form set forth in Appendix B hereto, with such changes, insertions and omissions as may be approved by the Authorized Officer, in consultation with Special Counsel.

Section 203. Cancellation or Redemption of the Target Certificates. The Authorized Officer is authorized to review the terms of the offers from the holders of the Target Certificates to tender same to the Authority pursuant to the Invitation (the "Offers"), and to determine whether to accept any Offers and proceed with the purchase and cancellation or redemption of any of the Target Certificates tendered (the "Tendered Target Certificates").

Section 204. Purpose. The purposes for the Invitation and cancellation or redemption of the Tendered Target Certificates is to reduce the amount of Target Certificates outstanding by purchasing Target Certificates at discounted levels to par, and to realize interest cost savings for the Authority.

Section 205. Parameters for the Invitation and Acceptance of Offers.

(a) The Invitation shall be distributed on or before November 15, 2023, as approved by an Authorized Officer. The duration of the Invitation may be extended as provided for in the Invitation.

(b) The Purchase Price for Tendered Target Certificates shall be paid when and as provided for in the Invitation, and not later than December 21, 2023 as an Authorized Officer shall determine.

(c) An Authorized Officer may also consider and accept Offers not containing a specified offer price, to be purchased for a price consistent with the price or range of prices paid for other Tendered Target Certificates.

(d) The Invitation shall state that the purchase by the Authority of any Tendered Target Certificates is conditioned on receipt of a sufficient number of Offers based on the par amount of potentially Tendered Target Certificates, as well as on there being sufficient funds available to the Authority to purchase the accepted Tendered Target Certificates.

(e) The Invitation shall state that the Authority is not obligated to accept any of the Offers it receives pursuant to the Invitation.

(f) The Authority hereby authorizes the establishment of an Automated Tender Offer Program account or similar account for the purposes of receiving the Offers.

Section 206. Authorization of Actions.

(a) The Authorized Officer is hereby authorized and directed to execute such documents and certifications, and to perform such other acts as may be necessary or convenient to finalize and issue the Invitation, to review and accept the Offers, and to purchase and redeem Tendered Target Certificates with funds legally available to the Authority for such purpose.

(b) The Authorized Officer is hereby authorized to prepare or assist with the preparation of other materials to support the Invitation or to provide additional information to better distribute or describe the Invitation.

(c) The Authorized Officer is hereby authorized to cause the filing of any notices relating to the Invitation, the purchase and cancellation or redemption of any Tendered Target Certificates, or the results thereof.

(d) Barclays Capital Inc., New York, New York is hereby designated as Dealer Manager for the tender offer of the Target Certificates. The Dealer Manager Agreement, substantially in the form set forth in Appendix C hereto, with such changes, insertions and omissions as may be approved by the Authorized Officer, in consultation with Special Counsel, is hereby approved.

(e) Globic Advisors Inc., New York, New York is hereby designated as Information Agent and Tender Agent for the tender offer of the Target Certificates.

ARTICLE III

Authorization and Issuance of Additional Certificates

Section 301. Amount and Title of Additional Certificates. Pursuant to the Lease Documents and this Award Resolution, not exceeding \$160,625,000 of Additional Certificates may be issued by the Authority.

Section 302. Description of the Additional Certificates. The Additional Certificates shall be issued in fully registered form in one or more series. Upon issuance, the Additional Certificates shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company, Brooklyn, New York ("DTC"). Amounts payable on the Additional Certificates shall be paid to DTC, which will credit its participants for payment to the beneficial owners of the Additional Certificates upon presentation and surrender of the Additional Certificates at the corporate trust office of the Paying Agent. All other terms and conditions with respect to the payment of the Additional Certificates shall be as provided in the Lease Documents and this Award Resolution.

The Additional Certificates shall be in substantially the form set forth in the Agent Agreement and such form is by this reference incorporated in full as if set forth herein, with such omissions, insertions and variations as are properly required and which are not contrary to any of the provisions of the Agent Agreement.

The Additional Certificates shall be dated the date of delivery, shall mature in such amounts and at such times as provided in a certificate of the Authority setting forth the terms of the Additional Certificates and shall be in such forms as determined by an Authorized Officer prior to issuance.

The Additional Certificates may be issued in the form of Serial Certificates or Term Certificates as determined by an Authorized Officer prior to delivery and as set forth in the Purchase Contract. The Additional Certificates may be issued as tax exempt or taxable obligations.

The Additional Certificates shall be issued in amounts determined by an Authorized Officer to

be necessary to pay costs of issuance and to provide for the purchase and cancellation or redemption, as applicable, of the Target Certificates or, to provide for one or more escrow funds (the "Escrow Funds") each of which, when invested, will be sufficient to provide for the purchase and cancellation or redemption of the Target Certificates.

The Additional Certificates shall have a copy of the approving opinion Special Counsel attached thereto.

Section 303. The Authority is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC as may be necessary in order to provide that the Additional Certificates will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 304. In the event that DTC determines to discontinue providing its service with respect to the Additional Certificates or is removed by the Authority and if no successor Securities Depository is appointed, the Additional Certificates shall be registered in the names of the beneficial owners. The Authority shall be obligated to provide for the execution and delivery of the new registered Additional Certificates without charge to the beneficial owners.

Section 305. If the services of an Escrow Agent are required with respect to the Financing, the Authority designates TD Bank, National Association to act as Escrow Agent for the purchase and cancellation or redemption of the Target Certificates, and will execute and deliver at closing an Escrow Deposit Agreement with the Escrow Agent in such form as approved by Special Counsel.

Section 306. The Authority will execute and deliver at closing a Secondary Market Disclosure Undertaking in a form approved by Special Counsel, in order to comply with the secondary market disclosure requirements contemplated by Rule 15c2-12 adopted by the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 307. If the establishment of the Escrow Funds is required with respect to the Financing, each of NW Financial Group, LLC and TD Bank, National Association are hereby authorized to apply for SLGS on behalf of the Authority, if available, or to arrange for the purchase of open market securities to invest such amounts in the Escrow Funds.

Section 308. Redemption of Additional Certificates. The Additional Certificates shall be subject to redemption prior to maturity as provided for in the Agent Agreement as supplemented. Such redemptions may include optional, mandatory sinking fund and special redemptions from condemnation or insurance proceeds and such other redemptions as are necessary, in the opinion of an Authorized Officer, to market the Additional Certificates.

ARTILCE IV

Sale and Delivery of Additional Certificates

Section 401. Sale and Award of Additional Certificates. The Additional Certificates shall be sold and awarded to Barclays Capital Inc., New York, New York pursuant to the Purchase Contract to be executed by an Authorized Officer. The Purchase Contract, in customary form, with any changes, insertions and omissions to such form as may be approved by the Authorized Officer executing same, with the advice of Special Counsel, is hereby approved.

Section 402. Approval of Third Supplemental Agent Agreement, Third Amendment to the Master Lease Agreement, Preliminary Official Statement and Official Statement. The Third Supplemental Agent Agreement, the Third Amendment to the Master Lease Agreement, and Preliminary Official Statement, substantially in the forms set forth in Appendices D - F hereto, with such changes, insertions and omissions as may be approved by the Authorized Officer, in consultation with Special Counsel, are hereby approved, and an Authorized Officer is hereby authorized to deem the Preliminary Official Statement final within the meaning of Rule 15c2-12 adopted by the United States Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. The final Official Statement shall be delivered to the Underwriter within 7 business days following the sale of the Additional Certificates.

Section 403. Authentication and Delivery of the Additional Certificates. An Authorized Officer is authorized to cause the Additional Certificates to be authenticated, executed and delivered by the Agent in accordance with the terms of the Lease Documents and this Award Resolution.

Section 404. Prior Actions. All actions which have been taken prior to the date hereof by the officers, employees, and agents of the Authority with respect to the Invitation to Tender the Target Certificates and the issuance of the Additional Certificates, are hereby approved, ratified, adopted and confirmed.

Section 405. Additional Acts. The Authorized Officers, and the staff and consultants of the Authority, are hereby authorized and directed to take all additional actions on behalf of the Authority, including the execution and delivery of all documents, instruments, contracts or agreements set forth in this Award Resolution as well as any additional documents, instruments, contracts or agreement which are deemed necessary, desirable or convenient by Special Counsel to effectuate the terms of the Lease Documents and this Award Resolution in connection with the Invitation to Tender the Target Certificates, and the issuance, sale and delivery of the Additional Certificates, and the transactions contemplated by the Purchase Contract and the final Official Statement. The Secretary of the Authority is hereby authorized to attest to the signature of any Authorized Officer and to affix, imprint or reproduce the Authority's official seal on any documents, instruments, contracts or agreements to be delivered with respect to the Financing.

ARTICLE V

Various Matters

Section 501. Appointment of Consultants. The following consultants and professionals are hereby appointed in connection with the Invitation to Tender the Target Certificates and the issuance of the Additional Certificates:

Dealer Manager	Barclays Capital Inc.
Information / Tender Agent	Globic Advisors Inc.
Special Counsel	JP Capizzi LLC
Municipal Advisor	NW Financial Group, LLC
Rate Consultant	Amawalk Consulting Group LLC
Consulting Engineer	Mott MacDonald
General Counsel	JP Capizzi LLC
Auditor	Garbarini & Co., P.C.
Trustee / Escrow Agent	TD Bank, National Association
Underwriter	Barclays Capital Inc.

Section 502. The Authority hereby ratifies the application of the Municipal Advisor and Auditor for a credit rating on the Additional Certificates from Standard & Poor's Financial Services LLC.

Section 503. Appointments of Agent and Custodian Bank. TD Bank, National Association is designated as the Agent under the Third Supplemental Agent Agreement. TD Bank, National Association is designated as Custodian Bank under the Third Supplemental Agent Agreement.

Section 504. The Executive Director of the Authority shall obtain printing services from an established financial printer for the transaction.

Section 505. This Award Resolution shall take effect immediately.

DATED: OCTOBER 19, 2023

RECORD OF COMMISSIONERS' VOTE

	YES	NO	ABSENT
Commissioner Kappock			x
Commissioner Marotta	x		
Commissioner Gardiner	x		
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez	x		
Commissioner Barrera	x		
Commissioner Zucconi	x		
Commissioner Assadourian	x		

THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON OCTOBER 19, 2023.



SECRETARY

Appendix A

Notice of Potential Tender Offer

THE NORTH HUDSON SEWERAGE AUTHORITY

NOTICE OF POTENTIAL TENDER OFFER

TO THE HOLDERS OF CERTAIN GROSS REVENUE SENIOR LIEN LEASE CERTIFICATES, SERIES 2019 (FEDERALLY TAXABLE) OF THE AUTHORITY

This Notice is being provided for informational purposes with respect to certain maturities of the Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) as described in Appendix A hereto issued by The North Hudson Sewerage Authority (“NHTSA”), and is not intended to constitute notice of an event requiring notification under Rule 15c2-12 promulgated by the Securities and Exchange Commission. This information is subject to change without notice. This Notice speaks only as of its date and does not imply that changes in any other information relating to the Target Certificates have not occurred, nor does it constitute a recommendation to buy, sell or hold the Target Certificates. This Notice is not intended to constitute a tender notice, a redemption notice, or an offer to sell or a solicitation of an offer to purchase or exchange any securities issued by the Authority. Nothing contained in this Notice is, or should be construed as, a representation by the NHTSA that the information included in this Notice constitutes all the information that may be material to a decision to invest in, hold or dispose of any of the Target Certificates, or any other securities issued by the NHTSA.

NOTICE IS HEREBY GIVEN by The NHTSA, a body corporate and politic of the State of New Jersey duly formed under the Sewerage Authorities Law (N.J.S.A. 40:14A-1 et seq.), that it is considering a tender offer for some or all of its outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000 as described in Appendix A hereto (the “Target Certificates”), the purchase of which is contingent on the issuance of Gross Revenue Senior Lien Lease Certificates, Series 2023 (the “2023 Certificates”).

The NHTSA intends to use the proceeds of the 2023 Certificates, along with other legally available funds, to finance the purchase of the Target Certificates. The NHTSA expects that interest on the 2023 Certificates, if issued, will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. An Invitation to Tender the Target Certificates and a Preliminary Official Statement for the 2023 Certificates are expected to be available the week of _____, 2023.

Barclays Capital Inc. is expected to serve as dealer manager for the tender offer of the Target Certificates and as sole underwriter for the 2023 Certificates. Globic Advisors Inc. is expected to serve as information agent and tender agent for the tender offer of the Target Certificates.

Any transaction related to the proposed tender offer of the Target Certificates, and the size, timing and structure of any such transaction, are subject to, among other things, a variety of key factors, including approval by the NHTSA, market conditions, the issuance of the 2023 Certificates, the terms on which holders of the Target Certificates are willing to transact with respect to their Target Certificates, and other factors which cannot be predicted. The NHTSA is under no obligation to pursue any transaction contemplated herein and reserves the right to modify or discontinue its plans as it deems appropriate. No assurance is given that any transaction will occur, and any transaction, if pursued, may be discontinued at any time. No assurance can be given that the NHTSA will accept any tender offers received for the Target Certificates, or that any 2023 Certificates will be issued.

This notice does not, and is not intended to, constitute (i) a tender offer, or a solicitation for a tender offer, of the Target Certificates, or (ii) an offer to sell, or a solicitation of an offer to buy, the 2023 Certificates, if issued. A tender offer of the Target Certificates will be made only by an Invitation to Tender Certificates; and an offer to sell the 2023 Certificates will be made only by a Preliminary Official Statement.

Dated: _____, 2023

Appendix A

**THE NORTH HUDSON SEWERAGE AUTHORITY
STATE OF NEW JERSEY**

\$155,020,000 Gross Revenue Senior Lien Lease Certificates, Series 2019
(Federally Taxable) authenticated November 22, 2019

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
06/01/2024	\$ 3,170,000	2.431%	660043DG2
06/01/2025	\$ 3,380,000	2.591%	660043DH0
06/01/2026	\$ 3,640,000	2.721%	660043DJ6
06/01/2027	\$ 3,955,000	2.778%	660043DK3
06/01/2028	\$ 3,830,000	2.878%	660043DL1
06/01/2029	\$ 3,890,000	2.978%	660043DM9
06/01/2030	\$ 4,370,000	3.078%	660043DN7
06/01/2031	\$ 4,750,000	3.178%	660043DP2
06/01/2032	\$ 6,640,000	3.258%	660043DQ0
06/01/2034	\$14,280,000	3.378%	660043DR8
06/01/2039	\$40,515,000	3.696%	660043DS6
06/01/2044	\$62,600,000	3.796%	660043DT4
Total	\$155,020,000		

Appendix B

Invitation to Tender the Target Certificates

INVITATION TO TENDER CERTIFICATES
made by
THE NORTH HUDSON SEWERAGE AUTHORITY

The North Hudson Sewerage Authority (the “Authority”)
invites the Holders of all or any portion of the maturities listed on the inside cover
to offer to sell to the Authority for cash
any or all of the following Certificates

TARGET CERTIFICATES

The North Hudson Sewerage Authority

Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on
June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000

This Invitation to Tender Certificates (this “Invitation”) describes an invitation by the Authority to the beneficial owners of the Authority’s federally taxable Certificates specified on the inside cover (collectively, the “Target Certificates”) to purchase the Target Certificates tendered at an offer price to be determined [by Modified Dutch Auction procedures] based on the applicable fixed spread (each, a “Fixed Spread”) to be added to the yield on the relevant benchmark United States Treasury Security (each a “Benchmark Treasury Security”), plus accrued interest on the Certificates tendered for purchase up to but not including the Settlement Date. On or about November 28, 2023, the Authority will publish the Pricing Notice in the form set forth in Appendix B hereto, which will either confirm or amend the “Indicative Fixed Spread” as listed in this Invitation for each maturity and corresponding CUSIP of the respective Target Certificates.

Key Dates and Times

*All of these dates and times are subject to change. All times are New York City time.
Notices of changes will be sent in the manner provided for in this Invitation.*

Launch Date	November 15, 2023
Pricing Notice.....	On or about November 28, 2023
Expiration Date	December 5, 2023 at 5:00 p.m.
Determination of Target Certificates Purchase Price	Approximately 10:00 a.m. EST on December 6, 2023
Notice of Target Certificates Purchase Price	December 6, 2023
Announcement of Acceptance or Rejection of Tendered Certificates.....	December 8, 2023
Settlement Date (payment made on all accepted Tendered Certificates).....	December 21, 2023

**To make an informed decision as to whether, and how, to tender Certificates, a Holder should read
carefully this entire Invitation to Tender Certificates (including the Appendices),
and should consult its broker, account executive or other financial advisor.**

The Dealer Manager for this Invitation is:

Barclays Capital Inc.
Municipal Syndicate, (212) 528-1061, MuniSyndicate@Barclays.com

The Information and Tender Agent for this Invitation is:

Globic Advisors Inc.
Robert Stevens, rstevens@globic.com
(212) 227-9622; (800) 974-5771
document website: www.globic.com/nhsa

Institutional investors with questions about this Invitation should contact the Dealer Manager. Individual investors and their broker and account executives with questions about this Invitation should contact the Information and Tender Agent.

Date of this Invitation to Tender Certificates: November 15, 2023

TARGET CERTIFICATES SUBJECT TO THIS INVITATION [SOLICITED BY MODIFIED DUTCH AUCTION PROCEDURES]

The North Hudson Sewerage Authority

Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000

<u>Series Designation</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maximum Principal Amount that may be Accepted for Purchase if Tendered</u>	<u>Interest Rate</u>	<u>CUSIP No.⁽¹⁾</u>	<u>Benchmark Treasury Security⁽²⁾</u>	<u>Benchmark UST Rate as of COB on ___/___/2023</u>	<u>Indicative Fixed Spread Guidance⁽³⁾</u>	<u>Illustrative Purchase Yield/Price Resulting from Spread Guidance⁽⁴⁾</u>
Series 2019	June 1, 2024	\$ 3,170,000		2.431%	660043DG2	___-Year	%	___ bps	___% / ___
Series 2019	June 1, 2025	3,380,000		2.591	660043DH0				
Series 2019	June 1, 2026	3,640,000		2.721	660043DJ6				
Series 2019	June 1, 2027	3,955,000		2.778	660043DK3				
Series 2019	June 1, 2028	3,830,000		2.878	660043DL1				
Series 2019	June 1, 2029	3,890,000		2.978	660043DM9				
Series 2019	June 1, 2030	4,370,000		3.078	660043DN7				
Series 2019	June 1, 2031	4,750,000		3.178	660043DP2				
Series 2019	June 1, 2032	6,640,000		3.258	660043DQ0				
Series 2019 ⁽⁵⁾	June 1, 2034	14,280,000		3.378	660043DR8				
Series 2019 ⁽⁶⁾	June 1, 2039	40,515,000		3.696	660043DS6				
Series 2019 ⁽⁷⁾	June 1, 2044	62,600,000		3.796	660043DT4				

- (1) The CUSIP numbers above are provided for the convenience of the Holders. The Authority is not responsible for the accuracy or completeness of such CUSIP numbers.
- (2) Each Benchmark Treasury Security will be the most recently auctioned “on-the-run” United States Treasury Security for the maturity indicated as of the date and time that the Target Certificates Purchase Price (as defined herein) is set, currently expected to be December 6, 2023.
- (3) The Indicative Fixed Spread Guidance is provided solely for the purpose of assisting Holders in formulating offers for their Target Certificates. Indicative Fixed Spreads are preliminary and subject to change. Actual Fixed Spreads for each CUSIP will appear in the Pricing Notice.
- (4) Illustrative Price excludes accrued but unpaid interest and is based on yields for Benchmark Treasury Securities as of the close of business on November 14, 2023. The Illustrative Yield and Price are provided for informational purposes only. The Purchase Price of a CUSIP will be determined based on numerous factors described herein. Holders are not permitted to submit offers based on a specific price. Illustrative Price resulting from Indicative Fixed Spread Guidance as shown in \$ per \$100 principal amount.
- (5) The Series 2019 Term Bond maturing on June 1, 2034 is subject to sinking fund redemption payments on June 1 in 2033 and 2034 and its Purchase Price will be calculated assuming its average life date of December 3, 2033 as its maturity date.
- (6) The Series 2019 Term Bond maturing on June 1, 2039 is subject to sinking fund redemption payments on June 1 in 2035, 2036, 2037, 2038 and 2039 and its Purchase Price will be calculated assuming its average life date of June 27, 2037 as its maturity date.
- (7) The Series 2019 Term Bond maturing on June 1, 2044 is subject to sinking fund redemption payments on June 1 in 2040, 2041, 2042, 2043 and 2044 and its Purchase Price will be calculated assuming its average life date of November 6, 2042 as its maturity date.

This Invitation has not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the fairness or merits of this Invitation or upon the accuracy or adequacy of the information contained in this Invitation. Any representation to the contrary is a criminal offense.

This Invitation is not being made to, and offers will not be accepted from or on behalf of, Holders in any jurisdiction in which this Invitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require this Invitation to be made through a licensed or registered broker or dealer, this Invitation is being made on behalf of the Authority by the Dealer Manager.

The Authority, the Dealer Manager and the Information Agent are not recommending to any Holder whether to offer their Target Certificates for purchase in connection with this Invitation. Each Holder must make these decisions and should read this Invitation, including the 2023 Certificates POS set forth in Appendix A hereto, and the Pricing Notice in the form set forth in Appendix B hereto, in its entirety and consult with their broker-dealer, financial, legal, accounting, tax and other professional(s) in making these decisions.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation; if given or made, such information or representation may not be relied upon as having been authorized by the Authority.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or materials delivered herewith or in the affairs of the Authority since the date hereof.

This Invitation contains statements relating to future results that are “forward-looking statements.” When used in this Invitation, the words “estimate,” “anticipate,” “forecast,” “project,” “intend,” “propose,” “plan,” “expect” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

Table of Contents

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1.	Introduction	1
2.	Considerations for Investors Regarding the Certificates and this Invitation.....	2
3.	Authority Instruction of Priority of Allocations of 2023 Certificates.....	3
4.	Expiration Date; Offers Only Through Financial Institutions; Information to Market and Holders	3
5.	Pricing Notice and Calculation Methodology.....	4
6.	Minimum Denominations and Consideration for Offers; Changes to the Terms of this Invitation..	5
7.	Provisions Applicable to all Offers	5
8.	Transmission of Offers; DTC ATOP Account.....	6
9.	Determinations as to Form and Validity of Offers; Right of Waiver and Rejection.....	6
10.	Amendments and Withdrawals of Offers	7
11.	Irrevocability of Offers; Return of Certificates Not Purchased.....	7
12.	Determination of Amounts to be Purchased	8
13.	Determination of Actual Purchase Prices	8
14.	Acceptance of Offers for Purchase.....	8
15.	Settlement Date; Purchase of Certificates.....	9
16.	Purchase Funds	10
17.	Representations by Holders Tendering Certificates	10
18.	Conditions to Purchase.....	10
19.	Certificates Not Tendered for Purchase.....	11
20.	Extension, Termination and Amendment of Invitation; Changes to Terms.....	12
21.	Certain United States Federal Income Tax Consequences.....	12
22.	The Dealer Manager; Dealer Manager’s Fees and Expenses.....	13
23.	Additional Information.....	13
24.	Additional Considerations	14
25.	Financial Advisor.....	14
26.	Miscellaneous	14
Appendix A	2023 Certificates Preliminary Official Statement	A-1
Appendix B	Form of Pricing Notice.....	B-1

INVITATION TO TENDER CERTIFICATES
made by
THE NORTH HUDSON SEWERAGE AUTHORITY

1. Introduction.

This Invitation to Tender Certificates, including the cover page, inside cover page and Appendices (the “Invitation”), is made by The North Hudson Sewerage Authority (the “Authority”) to the beneficial owners (the “Holders”) of each series of Certificates listed on the inside cover page of this document (collectively the “Target Certificates”). This Invitation can be obtained from the website of Globic Advisors, the Information and Tender Agent for this Invitation (the “Information Agent”) at www.globic.com/nhsa.

Each Holder is invited by the Authority to offer to sell to the Authority for cash all or part of its beneficial ownership interests (in denominations of \$5,000 principal amount (the “Minimum Authorized Denomination”) or integral multiples thereof) in the Certificates at any offer price per maturity to be determined based on the applicable fixed spread (each, a “Fixed Spread”) to be added to the yield on the relevant benchmark United States Treasury Security (each a “Benchmark Treasury Security”) corresponding to such maturity, plus accrued interest on the Target Certificates tendered for purchase to but not including the Settlement Date (as hereinafter defined). On or about November 28, 2023, the Authority will publish the Pricing Notice in the form set forth in Appendix B hereto, which will either confirm or amend the “Indicative Fixed Spread” as listed on the inside cover of this Invitation for each maturity and corresponding CUSIP of the respective Target Certificates. The applicable Fixed Spread for each maturity and corresponding CUSIP of the Target Certificates at which such Target Certificates may be tendered by a Holder for purchase pursuant to this Invitation will be set forth in the Pricing Notice. The applicable purchase price for each maturity and corresponding CUSIP of the Target Certificates (each a “Purchase Price”) will be determined as further described below in Section 5, “Determination of Purchase Prices” herein. The Authority may decide to purchase less than all (or none) of the Target Certificates offered to the Authority; the Authority intends to purchase not more than __% of any maturity of an accepted tender offer of the Target Certificates. See Section 14.

Certificates which the Authority purchases pursuant to this Invitation will be cancelled or redeemed. Holders will not be obligated to pay any brokerage commissions or solicitation fees to the Authority, the Dealer Manager (as defined below) or the Information Agent in connection with this Invitation. Holders should consult with their broker, account executive, bank, financial institution or financial advisor to determine whether they will charge the Holder any commissions or fees.

The purpose of this Invitation is to give the Authority the opportunity to retire a portion of the Target Certificates. The Authority will pay for the Target Certificates it decides to purchase pursuant to this Invitation, together with the costs related thereto, from funds on hand and a portion of the proceeds received by it from the sale and issuance of its Gross Revenue Senior Lien Lease Certificates, Series 2023 (the “2023 Certificates”), together with any other available funds that the Authority may decide to apply to this purchase. The Authority is under no obligation to purchase any of the Target Certificates that are tendered pursuant to this Invitation and will make its determination based on the prices at which the Target Certificates are offered and other factors as they exist upon expiration of this Invitation. For more information concerning the Authority, its operations and financial condition, and the security for the 2023 Certificates, see the Preliminary Official Statement dated November 15, 2023 relating to the 2023 Certificates set forth in Appendix A hereto (the “2023 Certificates”).¹

¹ The 2023 Certificates are not being offered pursuant to this Invitation.

The Authority makes no representations as to whether it will or will not in the future invite offers to sell to it any of the Target Certificates and reserves all of its rights to optionally redeem at a redemption price of par plus accrued interest to the redemption date and defease any of the Target Certificates not purchased pursuant to this Invitation. Based on current market conditions, the Authority has no present intention to initiate another invitation for offers to sell any Target Certificates to the Authority.

The Purchase Price of each maturity of the Target Certificates which the Authority decides to purchase are expected to be paid by 3:00 p.m. on December 21, 2023 (the “Settlement Date”). See Section 15. Accrued interest on the Target Certificates up to but not including the Settlement Date (the “Accrued Interest”) also will be paid on the Settlement Date. No Target Certificates accepted for purchase will be purchased if the sale and issuance of the 2023 Certificates is not completed on or prior to the Settlement Date.

Certificates which the Authority does not purchase pursuant to this Invitation will be returned to the person or entity that offered such Target Certificates and will remain outstanding.

The Dealer Manager for this Invitation is Barclays Capital Inc. (such firm, in its capacity as Dealer Manager only, is referred to in this Invitation as the “Dealer Manager”). Institutional investors with questions about this Invitation should contact the Dealer Manager.

Individual investors and their broker and account executives with questions about this Invitation should contact the Information Agent. Requests for assistance and additional copies of this Invitation, including the Preliminary Official Statement relating to the 2023 Certificates set forth in Appendix A hereto, and the form of Pricing Notice set forth in Appendix B hereto, may be directed to the Information Agent.

All times in this Invitation are New York City time.

2. Considerations for Investors Regarding the Certificates and this Invitation.

To make an informed decision as to whether, and how, to tender its Certificates, a Holder must read carefully the entirety of this Invitation, including the Preliminary Official Statement relating to the 2023 Certificates set forth in Appendix A hereto, and consult with its broker, account executive, financial advisor and/or other financial professional.

None of the Authority, the Dealer Manager, the Municipal Advisor (as defined below) or the Information Agent makes any recommendation that any Holder tender or refrain from tendering all or any portion of the Certificates. Each Holder must make its decision and should read this Invitation in its entirety and consult with its broker, account executive, financial advisor and/or other financial professional in making such decision.

In deciding whether to tender any Target Certificates pursuant to this Invitation, each Holder should consider carefully, in addition to the other information contained in this Invitation, the following:

- The Authority is targeting the specific Target Certificates identified on the inside cover page hereof to achieve its objectives, which include the realization of material portfolio savings. The Authority does not need to purchase all or any of the Target Certificates if all its objectives cannot be met.
- The Authority has the right to credit the Target Certificates purchased and cancelled against any sinking fund installment relating to the Target Certificates of the respective CUSIP.

- Although the Authority reserves the right to redeem or purchase the Target Certificates in the future, it may, depending on market conditions and other factors, decide to leave the Target Certificates outstanding to their existing scheduled maturity date. Based upon current market conditions, the Authority has no present intention to initiate another invitation for offers from Holders to sell any Target Certificates not purchased pursuant to this Invitation.
- The purchase by the Authority of tendered Target Certificates of any CUSIP number may have certain potential adverse effects on holders of the Target Certificates with such CUSIP number not purchased pursuant to this Invitation, including, but not limited to, the following:
 - ❖ The principal amount of the purchased Target Certificates of such CUSIP number available to trade publicly will be reduced, which could adversely affect the liquidity and market value of any Untendered Certificates of that CUSIP number that remain outstanding.
 - ❖ The Authority will determine how term Target Certificates purchased will be credited against future mandatory sinking fund redemptions with respect to such term Target Certificates. The mandatory sinking fund redemption with respect to Untendered Certificates will be accordingly adjusted.
 - ❖ If less than all of the Target Certificates of a CUSIP number for which sinking fund installments have been established are purchased by the Authority pursuant to this Invitation, the average life of the remaining Untendered Certificates of that CUSIP number may change.

3. Authority Instruction of Priority of Allocations of 2023 Certificates.

The Authority has instructed the underwriter for the 2023 Certificates anticipated to be issued, that any Holder who tenders any Certificates pursuant to this Invitation and who submits an order to purchase 2023 Certificates will, subject to the following sentence, have a preference of allocation for a like maturity of the 2023 Certificates up to the principal amount of Target Certificates that such Holder is tendering. The Dealer Manager acting as sole manager for the 2023 Certificates has the discretion to accept orders outside of the Authority's instructed priorities if they determine it is in the best interests of the syndicate of the 2023 Certificates, as per the rules of the Municipal Securities Rulemaking Board. The Authority also has the discretion to alter its instructions. The Dealer Manager will notify the syndicate of any change in the Authority's instructions. As such, Holders are advised that such priority allocation may not ultimately be possible.

Holders seeking an allocation priority must provide the following information to the Dealer Manager to the email provided on the cover of this Invitation: (i) the name of account or fund seeking allocation priority, (ii) the CUSIP(s) of the tendered Certificates, (iii) the principal amount of Certificates tendered by CUSIP, (iv) the name of the DTC Participant, and (v) the DTC participant number. The requested information should be provided no later than 5:00 p.m., New York City time, on the next Business Day following the Expiration Date.

4. Expiration Date; Offers Only Through Financial Institutions; Information to Market and Holders.

The ability of Holders to offer Certificates pursuant to this Invitation will expire at 5:00 p.m. on December 5, 2023, or such earlier or later date as the Authority may determine (the “Expiration Date”). See Section 20. Offers to sell Target Certificates received at the applicable Authority ATOP Account at DTC (defined and described below in Section 8) after the Expiration Date will not be considered.

The Certificates are all held in book-entry-only form through the facilities of The Depository Trust Company, Brooklyn, New York (“DTC”), through banks, brokers and other institutions that are participants in DTC. As a result, Holders who are not DTC participants can only make offers to sell their Certificates through the financial institution which maintains the DTC account in which their Certificates are held.

The Authority may give information about this Invitation to the market and Holders by delivery of the information to the following institutions: the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (“EMMA”), DTC, and the website of the Information Agent at www.globic.com/nhsa. These institutions are called the “Information Services.” Delivery by the Authority of information to the Information Services will be deemed to constitute delivery of this information to each Holder. The Authority, the Dealer Manager and the Information Agent have no obligation to ensure that a Holder actually receives any information given to the Information Services. A Holder who would like to receive information furnished by or on behalf of the Authority to the Information Services must make appropriate arrangements with its broker, account executive or other financial advisor. The Authority will post information about this Invitation on the website of the Information Agent, which is www.globic.com/nhsa.

5. Pricing Notice and Calculation Methodology.

On or about November 28, 2023, the Authority will publish the Pricing Notice in the form set forth in Appendix B hereto, which Pricing Notice will set forth either a confirmation or an amendment of the indicative fixed spreads shown on the inside cover of this Invitation for each maturity and corresponding CUSIP of the Target Certificates.

The applicable Fixed Spread will represent the yield, expressed as an interest rate percentage to be added to the yield on the relevant Benchmark Treasury Security (set forth on the inside cover of this Invitation) (the “Benchmark Treasury Securities”) to be used in establishing the Purchase Price for each maturity and corresponding CUSIP of the Target Certificates. The yield on each Benchmark Treasury Security (the “Treasury Security Yield”) will be based on the bid-side price of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m. on December 6, 2023. The applicable Fixed Spread for each maturity and corresponding CUSIP will be added to the relevant Treasury Security Yield corresponding thereto to arrive at a yield for each such maturity and CUSIP (each a “Purchase Yield”).

The Purchase Yields will be used to calculate the purchase prices (each a “Purchase Price”) expressed as a dollar amount per \$100 principal amount of Target Certificates. The Purchase Price will be the sum of the present value of all remaining scheduled principal and interest on the applicable Target Certificates discounted at the Purchase Yield to the Settlement Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) minus Accrued Interest up to but not including the Settlement Date, calculated on a semi-annual basis (assuming a 360-day year consisting of twelve thirty-day months), in accordance with standard market practice. For term Certificates, the Purchase Price will be calculated based on assumed term bond average lives, as further detailed on the inside cover page of the Invitation.

Purchase Price and Accrued Interest Funds. The Purchase Price of the Certificates tendered and accepted for purchase will not be deemed to include any Accrued Interest. In addition to the Purchase

Prices of the Certificates accepted for purchase by the Authority, Accrued Interest on such Certificates will be paid by, or on behalf of, the Authority to the tendering Holders on the Settlement Date. The source of funds for payment of Accrued Interest on Certificates validly tendered and accepted for purchase will be from available funds of the Authority and paid on the Settlement Date.

6. Minimum Denominations and Consideration for Offers; Changes to the Terms of this Invitation.

Authorized Denominations for Offers. A Holder may tender, as aforesaid, all or a portion of its Target Certificates of a particular maturity and corresponding CUSIP in a principal amount of its choosing, but only in principal amounts equal to the Minimum Authorized Denomination or any integral multiple of \$5,000 in excess thereof.

Tender Consideration. Target Certificates may only be tendered for purchase by the Authority pursuant to this Invitation at the relevant Fixed Spreads for each maturity and corresponding CUSIP to be set forth in the Pricing Notice. In addition to the Purchase Price of the Target Certificates accepted for purchase by the Authority, Accrued Interest on such Target Certificates will be paid by, or on behalf of, the Authority to the tendering Holders on the Settlement Date. The Purchase Prices (and the Accrued Interest) will constitute the sole consideration payable by the Authority for Target Certificates purchased by the Authority pursuant to this Invitation.

Changes to Terms of this Invitation. The Authority may revise the terms of this Invitation prior to the Expiration Date. If the Authority determines to revise the terms of this Invitation, it shall provide notice thereof in the manner described in this Invitation no later than 11:00 a.m. on the Business Day prior to the Expiration Date. If the Authority increases the Fixed Spread for any of the Target Certificates pursuant to this Invitation (which would thereby reduce the related Purchase Price), the Authority shall provide notice thereof no less than three (3) Business Days prior to the Expiration Date, as may be extended. In such event, any tenders of the affected Target Certificates prior to such change in the Fixed Spread for such Target Certificates pursuant to this Invitation will remain in full force and effect and each Holder of such affected Target Certificates wishing to revoke its tender of such Target Certificates must affirmatively withdraw its tender of such Target Certificates prior to the Expiration Date as described herein.

7. Provisions Applicable to all Offers.

A Holder should ask its broker or account executive at the financial institution that maintains the account in which its Target Certificates are held or another financial advisor for help in determining whether to offer Target Certificates, and the par amount of Target Certificates of any CUSIP to be offered. A Holder also should inquire as to whether the financial institution that holds its Target Certificates will charge a fee for submitting offers or if the Authority purchases its offered Target Certificates. The Authority, the Dealer Manager and the Information Agent will not charge any Holder a fee for making an offer or if its offer is accepted. A Holder should consult with its broker, account executive, bank, financial institution or financial advisor to determine whether they will charge the Holder any commissions or fees.

“All or none” tenders are not permitted. No alternative, conditional or contingent tenders will be accepted. All tenders shall survive the death or incapacity of the tendering Holder.

A Holder may only offer to sell Certificates it owns at the time such offer is made.

A Holder that is not a DTC participant must instruct its account executive at the firm that holds its beneficial ownership interests in the Certificates to submit any offer it wishes to make to the Authority. A Holder must give this instruction pursuant to a method approved by the firm that holds its beneficial ownership interests in the Certificates.

The Authority, the Dealer Manager and the Information Agent are not responsible for making or transmitting any offer to sell Certificates or for any mistakes, errors or omissions in the making or transmission of any offer.

8. Transmission of Offers; DTC ATOP Account.

The Authority, through the Information Agent, will establish an Automated Tender Offer Program (ATOP) account at DTC for each series of Certificates (each, a “Authority ATOP Account”) for purposes of this Invitation within three (3) business days (weekdays on which commercial banking institutions in the state of New Jersey and in the state of New York are not required or authorized by law or executive order to remain closed, and on which day the payment system of the Federal Reserve System is operational, each a “Business Day”) after the date of this Invitation. Offers to sell Certificates may only be made to the Authority through the applicable Authority ATOP Account by not later than 5:00 p.m., New York City time, on the Expiration Date. The confirmation of a book-entry transfer to the applicable Authority ATOP Account as described above is referred to herein as a “Book-Entry Confirmation.” The term “Agent’s Message” means a message transmitted by DTC to, and received by, the Information Agent and forming a part of a Book-Entry Confirmation which states that DTC has received an express acknowledgment from the DTC participant tendering Certificates that are the subject of such Book-Entry Confirmation, stating the CUSIP number(s) and the principal amount(s) of the Certificates that have been tendered by such DTC participant pursuant to this Invitation, and to the effect that such participant agrees to be bound by the terms of this Invitation. By causing DTC to transfer Certificates into the applicable Authority ATOP Account, a financial institution warrants to the Authority that it has full authority, and has received from the Holder(s) of such Certificates all direction necessary, to tender and sell such Certificates as set forth in this Invitation. Any financial institution that is a participant in DTC may make a book-entry offer of the Certificates by causing DTC to transfer such Certificates into the applicable Authority ATOP Account in accordance with DTC’s procedures.

ALL TENDERS FOR PURCHASE MUST BE MADE THROUGH THE APPLICABLE AUTHORITY ATOP ACCOUNT. THE AUTHORITY WILL NOT ACCEPT ANY TENDERS FOR PURCHASE THAT ARE NOT MADE THROUGH THE APPLICABLE AUTHORITY ATOP ACCOUNT. LETTERS OF TRANSMITTAL ARE NOT BEING USED IN CONNECTION WITH THIS TENDER OFFER.

Holders who are not DTC participants can only tender Certificates pursuant to this Invitation by making arrangements with and instructing their financial representative to tender the Holder’s Certificates through the applicable Authority ATOP Account. To ensure a Holder’s Certificates are tendered to the applicable Authority ATOP Account by 5:00 p.m., New York City time, on the Expiration Date, a Holder must provide instructions to its financial representative in sufficient time for the financial representative to tender the Holder’s Certificates to the applicable Authority ATOP Account by this deadline. A Holder should contact its financial representative for information as to when the financial representative needs the Holder’s instructions in order to tender the Holder’s Certificates to the applicable Authority ATOP Account by 5:00 p.m., New York City time, on the Expiration Date.

9. Determinations as to Form and Validity of Offers; Right of Waiver and Rejection.

All questions as to the validity (including the time of receipt at the applicable Authority ATOP Account), form, eligibility and acceptance of any offers will be determined by the Authority in its sole discretion and will be final, conclusive and binding.

The Authority reserves the right to waive any irregularities or defects in any offer. The Authority, the Dealer Manager and the Information Agent are not obligated to give notice of any defects or irregularities in offers and they will have no liability for failing to give such notice.

The Authority reserves the absolute right to reject any and all offers, whether or not they comply with the terms of this Invitation.

10. Amendments and Withdrawals of Offers.

A Holder may amend its offer in any respect it chooses by causing an amended offer to be received at the applicable Authority ATOP Account at or before 5:00 p.m. on the Expiration Date (as such Expiration Date may change pursuant to this Invitation).

An offer of Target Certificates may be withdrawn by a Holder by causing a withdrawal notice to be received at the applicable Authority ATOP Account at or before 5:00 p.m. on the Expiration Date (as such Expiration Date may change pursuant to this Invitation).

An amended offer or a notice of withdrawal must be submitted in substantially the same manner as an offer, as described in the Invitation.

An amended or withdrawn offer of Target Certificates must specify the name and account number of the Holder (i.e., the beneficial owner of the offered Target Certificates) whose offer is being amended or withdrawn, the applicable CUSIP number, the principal amount previously offered and the DTC Voluntary Offering Instruction number for the offered Target Certificates for which the offer is being amended or withdrawn. All questions as to the validity (including the time of receipt) of an amendment or withdrawal will be determined by the Authority in its sole discretion and will be final, conclusive and binding.

Holders who have tendered their Target Certificates will not receive any information from the Authority, the Dealer Manager or the Information Agent concerning offers by other Holders.

Offering Holders will not be afforded an opportunity to amend their offers after 5:00 p.m. on the Expiration Date.

11. Irrevocability of Offers; Return of Target Certificates Not Purchased.

All offers to sell Target Certificates will become irrevocable as of 5:00 p.m. on the Expiration Date (as such Expiration Date may change pursuant to this Invitation).

The Authority will instruct DTC to return to the offering Holders those Target Certificates that were offered but were not accepted for purchase, as described in Section 12, and the return of such Target Certificates shall take place in accordance with DTC's ATOP procedures. The Authority, the Dealer Manager and the Information Agent are not responsible or liable for the return of Target Certificates to these offering institutions or to their Holders or when such Target Certificates are returned.

12. Determination of Amounts to be Purchased.

The Authority shall be under no obligation to purchase any Target Certificates offered. The Authority will determine in its sole discretion which Target Certificates, if any, it will purchase. The Authority, therefore, has the right to purchase none, some or all of the Target Certificates offered, notwithstanding any other statements herein about the Authority's current intentions for amount of Target Certificates to be purchased, but the Authority intends to purchase not more than ___% of any maturity of an accepted tender offer of the Target Certificates. Target Certificates that will be purchased will be indicated by CUSIP.

After the Expiration Date, the Authority will determine in its sole discretion the amount (if any) of the Target Certificates that it will purchase based on such factors as the Authority deems relevant.

13. Determination of Actual Purchase Prices.

There will be a single Purchase Price (not including Accrued Interest) for each CUSIP, expressed as a percentage of par, determined as described in Section 5, for the Target Certificates that the Authority decides to purchase.

The Purchase Price of the Target Certificates tendered and accepted for purchase will not be deemed to include any Accrued Interest. In addition to the Purchase Prices of the Target Certificates accepted for purchase by the Authority, Accrued Interest on such Target Certificates will be paid by, or on behalf of, the Authority to the tendering Holders on the Settlement Date.

The Authority will publish a Notice of Purchase Price on December 6, 2023.

The Pricing Notice and the Notice of Purchase Price will be made available: (i) at the Municipal Securities Rulemaking Board through its EMMA website, currently located at <http://emma.msrb.org> (the "EMMA Website"), using the CUSIP numbers for the Certificates listed on the inside cover page of this Invitation; (ii) to DTC and to the DTC participants holding the Certificates; and (iii) by posting electronically on the website of the Information Agent at www.globic.com/nhsa.

14. Acceptance of Offers for Purchase.

The Authority intends to purchase up to ___% of each maturity of all of the Target Certificates pursuant to this Invitation, though depending upon the results of this Invitation and other factors, the Authority, in its sole discretion, may purchase less than all of the Target Certificates tendered for purchase. The Authority shall be under no obligation to accept any Target Certificates tendered for purchase pursuant to this Invitation. The Authority, in its sole discretion, will select which, if any, Target Certificates to tender for purchase of a particular maturity and corresponding CUSIP based on its determination of the economic benefit from such purchase.

Should the Authority choose to purchase some but not all of the Target Certificates of a particular CUSIP, the Authority intends to accept those tendered Target Certificates on a pro rata basis reflecting the ratio of (a) the principal amount, if any, the Authority determines to purchase of such CUSIP to (b) the aggregate principal amount of valid offers to sell that are received by the Authority. In such event, should the principal amount of any individual tender offer, when adjusted by the pro rata acceptance, result in an amount that is not a multiple of \$5,000, the principal amount of such offer will be rounded to the nearest multiple of \$5,000. If as a result of such adjustment, the amount of a holder's unaccepted Target Certificates is less than the minimum authorized denomination of \$5,000, the Authority will reject such holder's tender instruction in whole.

Acceptance by the Authority of offers to sell Target Certificates will constitute an irrevocable agreement between the offering Holder and the Authority to sell and purchase the Target Certificates, subject to the conditions and terms of this Invitation.

The acceptance for purchase by the Authority of the Target Certificates offered will be deemed made when written notification is transmitted by the Authority to the Information Services. Such notification will be made on December 8, 2023, or otherwise the second Business Day following the Expiration Date. This notification will state: (i) the Purchase Price (excluding Accrued Interest) per CUSIP for the Target Certificates and the resulting principal amount of the Target Certificates per CUSIP that the Authority has decided to accept for purchase; or (ii) that the Authority has decided not to purchase any Certificates.

Shortly following the giving of notice of its acceptance of offers, the Authority will instruct DTC to release from the controls of the ATOP system all Target Certificates that were tendered but were not accepted for purchase. The release of such Target Certificates will take place in accordance with DTC's ATOP procedures. The Authority, the Dealer Manager, and the Information Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Certificates to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Holder.

15. Settlement Date; Purchase of Certificates.

The Settlement Date is the day on which Certificates accepted for purchase will be purchased and paid for at the applicable Purchase Prices, and the Accrued Interest on the Certificates also will be paid. The Settlement Date has initially been set as December 21, 2023. If the Authority does not complete the purchase of the Target Certificates by 5:00 p.m., on December 21, 2023, the right and obligation of the Authority to purchase any Target Certificates will automatically terminate without any liability to any Holder or nominee.

Payment by the Authority will be made in immediately available funds by deposit with DTC of the aggregate Purchase Prices and Accrued Interest on the Target Certificates of each CUSIP accepted for purchase. It is expected that, in accordance with DTC's standard procedures, DTC will transmit the aggregate Purchase Price (plus Accrued Interest) in immediately available funds to each of its participant financial institutions holding the Target Certificates accepted for purchase on behalf of Holders for delivery to the Holders. **The Authority, the Dealer Manager, the Municipal Advisor and the Information Agent have no responsibility or liability for the distribution by DTC of the Purchase Prices plus Accrued Interest to a Holder or for when such distribution is made.**

The source of funds to purchase the Target Certificates validly tendered for purchase pursuant to this Invitation with respect to the principal amount thereof will be primarily from proceeds of the 2023 Certificates and supplemented by available funds from the Authority at the Authority's sole determination. The payment of Accrued Interest on the Target Certificates validly tendered and accepted for purchase pursuant to this Invitation will be funded by legally available moneys of the Authority. **UNLESS THE AUTHORITY DECIDES TO USE AVAILABLE CASH ON HAND, THE PURCHASE OF ANY TARGET CERTIFICATES TENDERED PURSUANT TO THIS INVITATION IS CONTINGENT ON THE ISSUANCE BY THE AUTHORITY OF THE 2023 CERTIFICATES.** The 2023 Certificates are described in the Preliminary Official Statement set forth in Appendix A hereto.

16. Purchase Funds.

The funds to purchase the Certificates accepted for purchase (the “Purchase Funds”) will be provided by the Authority from cash made available from the proceeds of the 2023 Certificates and also will include any other available funds that the Authority may decide to apply to the purchase of such Certificates. Such cash amounts are expected to be available on or before the Settlement Date. If such cash amounts are not available to purchase the Target Certificates accepted for purchase by 3:00 p.m. on the Settlement Date, the Authority will not be required to purchase any of the Target Certificates and will have no resulting liability to any Holder or nominee.

17. Representations by Holders Tendering Certificates.

By tendering Target Certificates for purchase, each tendering Holder will be deemed to have represented to and agreed with the Authority that:

(a) the Holder has received this Invitation (including the Preliminary Official Statement relating to the 2023 Certificates set forth in Appendix A hereto), and has had the opportunity to review this Invitation (including the 2023 Certificates) in its entirety, prior to making its decision to tender Certificates, and agrees if the purchase of any tendered Certificates is consummated, the purchase of such Certificates shall be on the terms and conditions set forth in this Invitation;

(b) the Holder has full power and authority to tender, sell, assign and transfer the tendered Certificates; and on the Settlement Date, the Authority will acquire good, marketable and unencumbered title thereto, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment by the Authority to the Holder of the applicable Purchase Price(s), plus Accrued Interest;

(c) the Holder has made its own independent decision to tender its Certificates for purchase pursuant to this Invitation, and as to the terms thereof, and such decision is based upon the Holder’s own judgment and upon advice from such advisors with whom the Holder has determined to consult;

(d) the Holder is not relying on any communication from the Authority, the Dealer Manager or the Information Agent as investment advice or as a recommendation to tender the Holder’s Certificates at the applicable Purchase Price, it being understood that the information from the Authority, the Dealer Manager and the Information Agent related to the terms and conditions of the offer made pursuant to this Invitation shall not be considered investment advice or a recommendation to tender the Target Certificates; and

(e) the Holder is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand, agree to and accept, the terms and conditions of this Invitation.

18. Conditions to Purchase.

In addition to the conditions to purchase (set forth above), if after the Expiration Date, but prior to payment for the Target Certificates accepted by the Authority on the Settlement Date, any of the following events should occur, the Authority will have the absolute right to cancel its purchase of the Target Certificates without any liability to any Holder:

(a) Litigation or another proceeding is pending or threatened which the Authority reasonably believes may, directly or indirectly, have an adverse impact on this Invitation or the expected benefits of this Invitation to the Authority or the Holders;

- (b) A war, national emergency, banking moratorium, suspension of payments by banks, general suspension of trading by the New York Stock Exchange or limitation of prices on the New York Stock Exchange exists and the Authority reasonably believes this fact makes it inadvisable to proceed with the purchase of the Target Certificates;
- (c) A material change in the business or affairs of the Authority has occurred which the Authority reasonably believes makes it inadvisable to proceed with the purchase of the Target Certificates;
- (d) A material change in the net economics of the transaction has occurred due to a material change in market conditions which the Authority reasonably believes makes it inadvisable to proceed with the purchase of the Target Certificates; or
- (e) The 2023 Certificates are not issued for any reason.

These conditions (including the financing conditions above) (the “Conditions to Purchase”) are for the sole benefit of the Authority and may be asserted by the Authority, prior to the time of payment of the Target Certificates it has agreed to purchase, regardless of the circumstances giving rise to any of these conditions or may be waived by the Authority in whole or in part at any time and from time to time in its discretion, and may be exercised independently for each CUSIP. The failure by the Authority at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the Authority which may be asserted at any time and from time to time prior to the time of payment of the Target Certificates it has agreed to purchase. Any determination by the Authority concerning the events described in this section will be final and binding upon all parties.

19. Target Certificates Not Tendered for Purchase.

HOLDERS OF TARGET CERTIFICATES WHO CHOOSE NOT TO TENDER THEIR TARGET CERTIFICATES, AS WELL AS HOLDERS OF TARGET CERTIFICATES WHO TENDER TARGET CERTIFICATES FOR PURCHASE WHEREIN THE AUTHORITY IN ITS DISCRETION DOES NOT ACCEPT SUCH TENDER FOR PURCHASE, WILL CONTINUE TO HOLD SUCH TARGET CERTIFICATES (THE “UNTENDERED CERTIFICATES”) AND SUCH UNTENDERED CERTIFICATES WILL REMAIN OUTSTANDING. ANY UNTENDERED CERTIFICATES WILL CONTINUE TO BE OUTSTANDING UNDER THE AGENT AGREEMENT AS DESCRIBED FURTHER IN APPENDIX A HERETO AND BE PAYABLE AND SECURED, PURSUANT TO THE TERMS OF THE AGENT AGREEMENT. THE AUTHORITY RESERVES THE RIGHT TO, AND MAY DECIDE TO, DEFEASE OR REFUND SOME OR ALL OF THE UNTENDERED CERTIFICATES THROUGH THE ISSUANCE OF PUBLICLY-OFFERED OR PRIVATELY-PLACED TAXABLE OR TAX-EXEMPT OBLIGATIONS OR FUNDS OF THE AUTHORITY. See “INTRODUCTION” (Section 1) and “ADDITIONAL CONSIDERATIONS” (Section 24) herein.

[With respect to all Target Certificates that are subject to mandatory redemption from sinking fund installments, the Authority is permitted to designate the sinking fund installments that are to be reduced as a result of a cancellation or redemption. If less than all of the Target Certificates of a given CUSIP number for which sinking fund installments have been established are purchased by the Authority pursuant to this Invitation, the Authority has the right to select which sinking fund installments will be reduced and the sinking fund installments applicable to the remaining Untendered Certificates of that CUSIP number will change. If no request is provided, the principal amount of such term Certificates that are so purchased or redeemed shall be credited, to the extent

practicable, against all remaining sinking fund installments for the term Certificates of such series (and subseries, if applicable) and maturity in the proportion which the then remaining balance of each such sinking fund installment bears to the total of all Certificates of such series (and subseries, if applicable) and maturity then outstanding.]

20. Extension, Termination and Amendment of Invitation; Changes to Terms.

The Authority has the right to extend this Invitation prior to the Expiration Date (and any extension thereof) and during any time thereafter until 10:00 a.m. on the second Business Day following the initial Expiration Date, or any prior extension thereof, as to any or all of the Target Certificates. Notice of the extension of the Expiration Date will be given to the Information Services and will be effective when the notice is given.

The Authority also has the right to terminate this Invitation as to any or all of the Target Certificates at any time by giving notice to the Information Services of this termination. The termination will be effective at the time specified in the notice; provided that such notice with respect to a particular CUSIP can only become effective before the date of the notice of the acceptance of offers for that CUSIP is given pursuant to Section 14 hereof.

The Authority also has the right to amend or waive the terms of this Invitation as to any or all of the Target Certificates in any respect and at any time by giving notice to the Information Services of this amendment or waiver. This amendment or waiver will be effective at the time specified in the notice; provided that such notice with respect to a particular CUSIP can only become effective before the date of the notice of the acceptance of offers for that CUSIP is given pursuant to Section 14 hereof.

If the Authority extends this Invitation, or amends the terms of this Invitation (including a waiver of any term) in any material respect, the Authority may (but is not required to) disseminate additional Invitation material and extend this Invitation to the extent appropriate to allow, in the Authority's judgment, reasonable time for dissemination to Holders and for Holders to respond.

No extension, termination or amendment of this Invitation (or waiver of any terms of this Invitation) will: (i) change the Authority's right to decline to purchase any Target Certificates without liability; or (ii) give rise to any liability of the Authority, the Dealer Manager or the Information Agent to any Holder or nominee.

21. Certain United States Federal Income Tax Consequences.

The Authority has been advised that sales by Holders pursuant to this Invitation will be taxable transactions for federal income tax purposes. The tax consequences of a sale pursuant to this Invitation may vary depending upon, among other things, the particular circumstances of the tendering Holder. Holders should consult their tax advisor with respect to the proper tax treatment of any sale pursuant to this Invitation, in light of their individual tax situation.

Amounts paid to Holders tendering their Target Certificates for purchase may be subject to "backup withholding" ("Backup Withholding") by reason of the events specified by Section 3406 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (collectively, the "Code"), which include failure of a Holder to supply their financial representative with such Holder's taxpayer identification number certified under penalty of perjury. Backup Withholding may also apply to Holders who are otherwise exempt from such Backup Withholding if such Holders fail to properly document their status as exempt recipients.

This federal income tax discussion (the “General Federal Tax Discussion”) is included for general information only and should not be construed as a tax opinion or tax advice by the Authority or any of its advisors or counsel, or agents to Holders. Holders are advised that any discussion of federal income tax issues contained or referred to herein is not intended or written to be used, and cannot be used by Holders, for the purposes of avoiding penalties that may be imposed on them under the Code. The General Federal Tax Discussion does not purport to address all aspects of federal income taxation that may be relevant to particular Holders (e.g., a foreign person, bank, thrift institution, personal holding company, tax-exempt organization, regulated investment company, insurance company, or other broker or dealer in securities or currencies). In addition to federal tax consequences, the sale or exchange of the Certificates may be treated as a taxable event for other state and local and foreign tax purposes. Holders should not rely upon the General Federal Tax Discussion and are urged to consult their own tax advisors to determine the particular federal, state or local tax consequences of offer of sales made by them pursuant to this Invitation, including the effect of possible changes in the tax laws.

22. The Dealer Manager; Dealer Manager’s Fees and Expenses.

The Authority has retained Barclays Capital Inc. as Dealer Manager for this Invitation. The Authority has agreed to pay to the Dealer Manager a fee for its services and to reimburse the Dealer Manager for its reasonable expenses relating to this Invitation. References in this Invitation to the Dealer Manager are to Barclays Capital Inc. only in its capacity as Dealer Manager. The compensation of the Dealer Manager is based upon the amount of Target Bonds accepted for purchase by NTTA.

The Dealer Manager, including its respective affiliates, is a full service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Dealer Manager and its affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the Authority, for which it received or will receive customary fees and expenses.

The Dealer Manager is currently expected to act as the [syndicate manager] [sole underwriter] of the 2023 Certificates, for which it will receive underwriting fees. Additionally, in the ordinary course of its various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Dealer Manager is not acting as a financial or municipal advisor to the Authority in connection with this Invitation.

23. Additional Information.

This Invitation is available on the Information Agent’s website at www.globic.com/nhsa. The Preliminary Official Statement relating to the 2023 Certificates set forth in Appendix A hereto is being provided to help investors determine whether to hold their Certificates or to tender their Target Certificates to the Authority pursuant to this Invitation. Copies of the Preliminary Official Statement relating to the 2023 Certificates are available separately upon request from the Information Agent.

24. Additional Considerations.

None of the Authority, the Dealer Manager or the Information Agent make any recommendation that any Holder tender or refrain from tendering all or any portion of the Target Certificates. Each Holder must make its own decision and should read this Invitation, including the 2023 Certificates, in its entirety, and consult with its broker, accounts executive, financial advisor and/or other financial professional in making such decision.

In deciding whether to tender the Target Certificates, each Holder should consider carefully, in addition to the other information contained in this Invitation, the following:

- In the event that the 2023 Certificates are not issued and sold, tendered Target Certificates accepted for purchase are not required to be purchased by the Authority and in such event, Holders will continue to hold their respective tendered Target Certificates.
- Even if the Authority does not purchase any tendered Target Certificates, the Authority shall have the right now or in the future to refund all or any portion of the tendered Certificates or may in the future invite Holders to tender such tendered Target Certificates for purchase by the Authority.
- The Authority reserves the right to, and may in the future decide to, acquire some or all of the Target Certificates not purchased pursuant to this Invitation through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers, or otherwise, upon such terms and at such prices as it may determine, which may be more or less than the consideration offered pursuant to this Invitation, which could be cash or other consideration. Any future acquisition of Target Certificates may be on the same terms or on terms that are more or less favorable to Holders than the terms described in this Invitation. The decision to make future purchases or exchanges by the Authority and the terms of such future transactions will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Authority will ultimately choose to pursue in the future.

25. Municipal Advisor.

NW Financial Group, LLC is acting as Municipal Advisor (the “Municipal Advisor”) to the Authority in connection with this Invitation. The Municipal Advisor, and its affiliates, do not own any of the Certificates.

26. Miscellaneous.

This Invitation is not being made to, and offers will not be accepted from or on behalf of, Holders in any jurisdiction in which this Invitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require this Invitation to be made through a licensed or registered broker or dealer, this Invitation is being made on behalf of the Authority by the Dealer Manager.

No one has been authorized by the Authority, the Dealer Manager, the Municipal Advisor or the Information Agent to recommend to any Holder whether to offer Certificates pursuant to this Invitation. No one has been authorized by the Authority, the Dealer Manager, the Municipal Advisor or the Information Agent to give any information or to make any representation in connection with this Invitation other than those contained in this Invitation. Any such recommendation, information

and representations given or made cannot be relied upon as having been authorized by the Authority, the Dealer Manager, the Municipal Advisor or the Information Agent.

The Authority, the Dealer Manager, the Municipal Advisor and the Information Agent do not recommend to any Holder whether to offer Certificates. Each Holder must make these decisions and should read this Invitation (including the Preliminary Official Statement relating to the 2023 Certificates) in its entirety and consult with its account executive or other financial advisor in making these decisions.

**THE NORTH HUDSON SEWERAGE
AUTHORITY**

By: /s/ _____

Chairman

Appendix A

2023 Certificates Preliminary Official Statement

Appendix B

Form of Pricing Notice

FORM OF PRICING NOTICE
RELATING TO THE
INVITATION TO TENDER CERTIFICATES, DATED NOVEMBER 15, 2023,

made by
The North Hudson Sewerage Authority (the “Authority”)
to the Holders described herein of
all or any portion of the maturities listed herein of

THE NORTH HUDSON SEWERAGE AUTHORITY

Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000

BASE CUSIP: 660043

The purpose of this Pricing Notice, dated _____, 2023 (the “Pricing Notice”), is to [confirm] [amend] the Fixed Spreads for the Target Certificates (as defined in the Invitation, hereinafter defined), as specified on the following page. All other terms relating to the Invitation remain unchanged.

Pursuant to the Invitation to Tender Certificates, dated November 15, 2023 (as it may be amended or supplemented, the “Invitation”), the Authority invited tenders of Target Certificates for cash purchase by the Authority at the applicable Purchase Prices based on a fixed spread to be added to the yields on certain benchmark United States Treasury Securities set forth in this Pricing Notice, plus accrued interest on the Target Certificates tendered for purchase to but not including the Settlement Date. All terms used herein and not otherwise defined are used as defined in the Invitation.

As set forth in the Invitation, the Authority retains the right to extend the duration of the Invitation, or amend the terms of the Invitation (including a waiver of any term) in any material respect, provided, that the Authority shall provide notice thereof at such time and in such manner to allow reasonable time for dissemination to Holders and for Holders to respond. In such event, any tenders of Target Certificates prior to such change in the Fixed Spreads for such Target Certificates pursuant to the Invitation will remain in full force and effect and any Holder of such affected Target Certificates wishing to revoke its tender of such Target Certificates for purchase must affirmatively withdraw its tender of such Target Certificates prior to the Expiration Date, as may be extended.

The Invitation, including the Preliminary Official Statement, dated November 15, 2023, relating to the Authority’s Gross Revenue Senior Lien Lease Certificates, Series 2023, is available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at <http://emma.msrb.org>, using the CUSIP numbers for the Target Certificates, and (ii) on the website of the Information Agent at www.globic.com/nhsa.

Any questions are to be directed to the Information Agent at (212) 227-9622.

TENDER OFFER - FIXED SPREADS

The Fixed Spread for each of the Target Certificates is indicated below.

TARGET CERTIFICATES SUBJECT TO THIS INVITATION

The North Hudson Sewerage Authority

Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000

<u>Series Designation</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Maximum Principal Amount that may be Accepted for Purchase if Tendered</u>	<u>Interest Rate</u>	<u>CUSIP No.⁽¹⁾</u>	<u>Benchmark Treasury Security⁽²⁾</u>	<u>Benchmark UST Rate as of COB on ___/___/2023</u>	<u>Indicative Fixed Spread Guidance⁽³⁾</u>	<u>Illustrative Purchase Yield/Price Resulting from Spread Guidance⁽⁴⁾</u>
Series 2019	June 1, 2024	\$ 3,170,000		2.431%	660043DG2	___-Year	%	___ bps	___% / ___
Series 2019	June 1, 2025	3,380,000		2.591	660043DH0				
Series 2019	June 1, 2026	3,640,000		2.721	660043DJ6				
Series 2019	June 1, 2027	3,955,000		2.778	660043DK3				
Series 2019	June 1, 2028	3,830,000		2.878	660043DL1				
Series 2019	June 1, 2029	3,890,000		2.978	660043DM9				
Series 2019	June 1, 2030	4,370,000		3.078	660043DN7				
Series 2019	June 1, 2031	4,750,000		3.178	660043DP2				
Series 2019	June 1, 2032	6,640,000		3.258	660043DQ0				
Series 2019 ⁽⁵⁾	June 1, 2034	14,280,000		3.378	660043DR8				
Series 2019 ⁽⁶⁾	June 1, 2039	40,515,000		3.696	660043DS6				
Series 2019 ⁽⁷⁾	June 1, 2044	62,600,000		3.796	660043DT4				

- (1) The CUSIP numbers above are provided for the convenience of the Holders. The Authority is not responsible for the accuracy or completeness of such CUSIP numbers.
- (2) Each Benchmark Treasury Security will be the most recently auctioned "on-the-run" United States Treasury Security for the maturity indicated as of the date and time that the Target Certificates Purchase Price (as defined herein) is set, currently expected to be December 6, 2023.
- (3) The Indicative Fixed Spread Guidance is provided solely for the purpose of assisting Holders in formulating offers for their Target Certificates. Indicative Fixed Spreads are preliminary and subject to change. Actual Fixed Spreads for each CUSIP will appear in the Pricing Notice.
- (4) Illustrative Price excludes accrued but unpaid interest and is based on yields for Benchmark Treasury Securities as of the close of business on November 14, 2023. The Illustrative Yield and Price are provided for informational purposes only. The Purchase Price of a CUSIP will be determined based on numerous factors described herein. Holders are not permitted to submit offers based on a specific price. Illustrative Price resulting from Indicative Fixed Spread Guidance as shown in \$ per \$100 principal amount.
- (5) The Series 2019 Term Bond maturing on June 1, 2034 is subject to sinking fund redemption payments on June 1 in 2033 and 2034 and its Purchase Price will be calculated assuming its average life date of December 3, 2033 as its maturity date.
- (6) The Series 2019 Term Bond maturing on June 1, 2039 is subject to sinking fund redemption payments on June 1 in 2035, 2036, 2037, 2038 and 2039 and its Purchase Price will be calculated assuming its average life date of June 27, 2037 as its maturity date.
- (7) The Series 2019 Term Bond maturing on June 1, 2044 is subject to sinking fund redemption payments on June 1 in 2040, 2041, 2042, 2043 and 2044 and its Purchase Price will be calculated assuming its average life date of November 6, 2042 as its maturity date.

Appendix C

FORM OF Dealer Manager Agreement

FORM OF
DEALER MANAGER AGREEMENT

November 15, 2023

The North Hudson Sewerage Authority
1600 Adams Street
Hoboken, New Jersey 07030

Ladies and Gentlemen:

The North Hudson Sewerage Authority (the "*Authority*") plans to release an Invitation to Tender Certificates, dated November 15, 2023 (as it may be amended or supplemented, the "*Invitation*"), the form of which is attached hereto as Annex A, whereby the Authority will offer to beneficial owners (the "*Holder*s") of certain of the Authority's outstanding Gross Revenue Senior Lien Lease Certificates described in the Invitation (the "*Target Certificates*") to purchase for cash the Target Certificates (the "*Tender Offer*"), all upon the terms and subject to the conditions set forth in the Invitation. The date upon which the Invitation is commenced by the Authority is herein referred to as the "*Launch Date*". This dealer manager agreement (this "*Agreement*") will confirm the understanding between the Authority and Barclays Capital Inc. ("*Barclays*") pursuant to which the Authority has retained Barclays to act as the exclusive dealer manager (the "*Dealer Manager*"), on the terms and subject to the conditions set forth herein, in connection with the proposed Tender Offer.

The Authority has prepared, approved and furnished or caused to be prepared and furnished to the Dealer Manager a complete and correct copy of the Invitation on or prior to the Launch Date. The Dealer Manager is authorized to use the Invitation delivered on or prior to the date hereof in connection with the Tender Offer in the manner contemplated by the Invitation along with such other offering materials and information that the Authority has, prior to use, approved in writing for use subsequent to the date hereof in connection with the Tender Offer (collectively with any and all information and documents incorporated by reference therein, the "*Additional Material*"). The Dealer Manager agrees to furnish no written material to Holders of the Target Certificates in connection with the Tender Offer other than the Invitation and the Additional Material.

In connection with and as described in the Invitation, the Authority will purchase Target Certificates tendered for purchase with a portion of the proceeds of the Authority's Gross Revenue Senior Lien Lease Certificates, Series 2023 (the "*Series 2023 Certificates*") and certain other available moneys of the Authority (such portion of said proceeds and such other available moneys, the "*Target Purchase Proceeds*"). The Series 2023 Certificates shall be issued pursuant to an Agent Agreement, dated as of May 24, 2012 (the "*Original Agent Agreement*"), by and among the Authority, Municipal Infrastructure Leasing 1 Inc, a New Jersey corporation (the "*Lessor*"), and TD Bank, National Association (as successor to The Bank of New York Mellon), as Agent (the "*Agent*"), as amended and supplemented, including by the Third Supplemental Agent Agreement to be dated as of the hereinafter defined Settlement Date (the "*Supplemental Agent Agreement*"; and together with the Original Agent Agreement, the "*Agent Agreement*"), by and among the Authority, the Lessor and the Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Invitation or the Agent Agreement, as the case may be. The Authority shall have sole authority for acceptance or rejection of any and all tenders of Target Certificates.

The Dealer Manager is not authorized to accept on the Authority's behalf any offer made in response to the Tender Offer, or otherwise bind the Authority, without the Authority's prior written consent. The date on which Target Certificates are purchased for cash pursuant to the Tender Offer is referred to herein as the "*Settlement Date*".

SECTION 1. *Engagement.* Subject to the terms and conditions set forth herein:

(a) The Authority hereby retains the Dealer Manager, and subject to the terms and conditions hereof, the Dealer Manager agrees to act, as the exclusive dealer manager to the Authority in connection with the Invitation until the Settlement Date or earlier termination of this Agreement pursuant to Section 3 hereof. The Dealer Manager will advise the Authority and its legal and financial advisors with respect to the terms and timing of the Invitation.

(b) The Authority acknowledges that the Dealer Manager has been retained solely to provide the services set forth in this Agreement. The Authority also acknowledges and agrees that the Dealer Manager shall act as an independent contractor, on an arm's-length basis under this Agreement with duties solely to the Authority, and that nothing contained herein or the nature of the Dealer Manager's services hereunder is intended to create or shall be construed by the Authority as creating an agency or fiduciary relationship between the Dealer Manager (or any of its affiliates) and the Authority (or its security holders, directors, officers, employees or creditors) or any other person. The Authority further acknowledges that (i) the Dealer Manager shall not be deemed to act as a partner, joint venturer or agent of, or a member of a syndicate with, the Authority (except that in any jurisdiction in which the Invitation is required to be made by a registered licensed broker or dealer, it shall be deemed made by the Dealer Manager on behalf of the Authority), and the Authority shall not be deemed to act as the agent of the Dealer Manager, and (ii) no securities broker, dealer, bank, trust company or nominee shall be deemed to act as the agent of the Dealer Manager or as the agent of the Authority, and the Dealer Manager shall not be deemed to act as the agent of any securities broker, dealer, bank, trust company or nominee. The Authority acknowledges and agrees, to the extent permitted by law, that none of the Dealer Manager, its affiliates and their respective officers, directors, employees, agents and controlling persons (each, a "*Dealer Manager-Related Person*") shall have any liability in tort, contract or otherwise to the Authority for any act or omission on the part of any securities broker, dealer, bank, trust company or nominee or any other person other than the Dealer Manager. The Authority shall have sole responsibility for the acceptance or rejection of any and all tenders of Target Certificates for purchase.

(c) Accordingly, the Authority expressly disclaims any agency or fiduciary relationship with the Dealer Manager hereunder. The Authority understands that the Dealer Manager and its affiliates are not providing (nor is the Authority relying on the Dealer Manager or its affiliates for) tax, regulatory, legal or accounting advice. The rights and obligations that the Authority may have to Barclays or its affiliates under any credit or other agreement are separate from the Authority's rights and obligations under this Agreement and will not be affected in any way by this Agreement. The Dealer Manager may, to the extent it deems appropriate, retain the services of any of its affiliates to assist the Dealer Manager in providing its services hereunder and share with any such affiliates any information made available by or on behalf of the Authority. In connection with the Invitation, the Authority has consulted with its municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(d) The Authority acknowledges that Barclays and its affiliates are engaged in a broad range of securities activities and financial services. In the ordinary course of Barclays' business, Barclays or its affiliates (i) may at any time hold long or short positions, and may trade or otherwise effect transactions, for Barclays' account or the accounts of its customers, in debt securities of the Authority (including the Target Certificates) and (ii) may at any time be providing or arranging financing and other financial services

to companies or entities that may be involved in this or a competing transaction. Barclays and its affiliates shall not, however, purchase any Target Certificates during the term of this Agreement.

(e) The Dealer Manager agrees to use its customary reasonable efforts to solicit tenders of Target Certificates for purchase pursuant to the Tender Offer. The Dealer Manager agrees, in accordance with its customary practices and consistent with industry practice for investment banking concerns of national standing and in accordance with the terms of the Tender Offer, to perform those services in connection with the Tender Offer as are customarily performed by dealer managers, as applicable, in connection with similar transactions of a like nature, including, without limitation, communicating generally regarding the Tender Offer with securities brokers, dealers, banks, trust companies and nominees and other Holders of Target Certificates, and participating in meetings with, furnishing information to, and assisting the Authority in negotiating with, Holders of Target Certificates.

(f) The Authority authorizes the Dealer Manager to engage Globic Advisors to act as an information and tender agent (the "*Information Agent*") in connection with the Invitation and the Tender Offer and, as such, to advise the Dealer Manager as to such matters relating to the Invitation as the Dealer Manager may reasonably request. In addition, the Authority hereby authorizes the Dealer Manager to communicate regularly with the Information Agent with respect to matters relating to the Invitation.

(g) The Authority, with the assistance of the Information Agent, shall deliver or cause to be delivered to (i) the Holders of the Target Certificates, (ii) each participant in The Depository Trust Company ("*DTC*") appearing in the most recently available DTC securities position listing prepared immediately prior to the date of this Agreement as a holder of the Target Certificates and (iii) each non-objecting beneficial owner under the rules promulgated by the Securities and Exchange Commission ("*NOBO*") appearing in the most recent NOBO list as an owner of Target Certificates (each such registered holder, participant or owner, a "*Registered or Beneficial Owner*"), as soon as practicable, by hand, by overnight courier or electronic means or by another means of expedited delivery, copies of the Invitation and any Additional Material. Thereafter, to the extent practicable, until the expiration of the Invitation, the Authority shall use its best efforts to cause copies of such materials to be sent to each person who becomes a holder or beneficial owner of the Target Certificates. In addition, the Authority shall update such information from time to time during the term of this Agreement as reasonably requested by the Dealer Manager and to the extent such information is reasonably available to the Authority within the time constraints specified.

(h) The Authority authorizes the Dealer Manager to use the Invitation and Additional Material in connection with the Tender Offer and for such period of time as any materials are required by law to be delivered in connection therewith. The Dealer Manager shall assist the Authority in disseminating the Invitation and any Additional Material, but the Dealer Manager shall not have any obligation to cause the Invitation or Additional Material to be transmitted generally to the Holders of the Target Certificates.

(i) The Authority agrees to advise the Dealer Manager promptly of (i) the occurrence of any event that, in the reasonable judgment of the Authority or its counsel, could cause or require the Authority to withdraw, rescind or modify the Invitation or Additional Material, (ii) any proposal or requirement to amend or supplement the Invitation or Additional Material, as applicable, or to make any filing pursuant to any applicable law, regulation or other rule, (iii) the occurrence of any event that would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect, (iv) the occurrence of any event described in the second sentence of Section 4(m) hereof, (v) any material developments in connection with the Tender Offer, including, without limitation, the commencement of any litigation or administrative action concerning or related to the Tender Offer, or (vi) the issuance by any agency of any comment or order or the taking of any other action concerning the Tender Offer (and, if in writing, the Authority will furnish the Dealer Manager with a copy thereof). The Authority will also provide

the Dealer Manager with any other information relating to the Tender Offer, the Invitation or any Additional Material or this Agreement that the Dealer Manager may from time to time reasonably request. In addition, if any event occurs as a result of which it shall be necessary to amend or supplement the Invitation or any Additional Material in order to correct any untrue statement of a material fact contained therein or omission to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Authority shall, promptly upon becoming aware of any such event, advise the Dealer Manager of such event and, as promptly as practicable under the circumstances, prepare and furnish copies of such amendments or supplements of the Invitation or any such Additional Material to the Dealer Manager and the Information Agent, so that the statements in the Invitation or such Additional Material, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Authority agrees to file or cause to be filed with the Municipal Securities Rulemaking Board on EMMA the Invitation, any Additional Material and any amendments to or supplements of the Invitation or any Additional Material.

(j) Except as otherwise required by law or regulation, the Authority will not use or publish any material in connection with the Invitation, other than the Invitation and any other Additional Material approved in writing by the Dealer Manager, or refer to the Dealer Manager in any such material, without the prior written approval of the Dealer Manager, which in either instance shall not be unreasonably withheld. The Authority, upon receiving such written approval, will promptly furnish the Dealer Manager with as many copies (which may be electronic copies) of such approved materials as the Dealer Manager may reasonably request. The Authority will promptly inform the Dealer Manager of any litigation or administrative or similar proceeding of which it becomes aware that is initiated or threatened with respect to the Tender Offer. The Dealer Manager agrees that it will not make any statements in connection with the Tender Offer other than the statements that are set forth in, or derived from, the Invitation or any Additional Material without the prior written consent of the Authority.

(k) To the extent the Authority accepts offers to purchase Target Certificates in the Tender Offer, the Target Purchase Proceeds, the delivery of which is a condition of its purchase of the Target Certificates validly tendered for purchase pursuant to the Tender Offer, will be available, and the Authority is authorized to and will use the Target Purchase Proceeds under applicable law to pay promptly to the Holders entitled thereto the full purchase price of the Target Certificates that it may elect to purchase pursuant to the Tender Offer and all related fees and expenses; *provided, however*, that the source of payment therefor is solely from the Target Purchase Proceeds.

(l) The Authority agrees not to purchase any Target Certificates during the term of this Agreement, except pursuant to and in accordance with the Invitation or as otherwise agreed in writing by the parties hereto and permitted under applicable laws and regulations, and the Authority agrees to cancel the Target Certificates it purchases pursuant to the Tender Offer or to cause such Target Certificates to be cancelled.

SECTION 2. *Compensation and Expenses.*

(a) The Authority shall pay to the Dealer Manager, as compensation for the Dealer Manager's services hereunder, a fee of \$[_____] for each \$1,000 principal amount as of the Settlement Date of Target Certificates purchased pursuant to the Tender Offer, subject to appropriate adjustment if the Dealer Manager terminates its participation in this Agreement or this Agreement is otherwise terminated, all as provided in Section 3 hereof. Such fee shall be payable concurrently with the payment for Target Certificates under the Tender Offer on the Settlement Date.

(b) Whether or not any Target Certificates are tendered for purchase pursuant to the Tender Offer, and solely from the Target Purchase Proceeds, the Authority shall pay all reasonable expenses incurred in connection with the Tender Offer, including, without limitation, all fees and expenses relating to the preparation, printing, mailing and publishing of the Invitation and any Additional Material and of any forwarding agent and all fees and expenses of DTC, the Agent and the Information Agent, and shall reimburse the Dealer Manager for all reasonable expenses incurred by the Dealer Manager in connection with its services as Dealer Manager under this Agreement, namely the reasonable fees and disbursements of counsel to the Dealer Manager, as approved by the Authority.

SECTION 3. *Termination; Withdrawal.*

(a) Subject to Section 8 hereof, this Agreement shall terminate upon the earliest to occur of (i) the 15th day following the expiration, termination, withdrawal or cancellation of the Tender Offer, (ii) the close of business on the Settlement Date, (iii) the withdrawal by Barclays as the Dealer Manager pursuant to Section 4(m)(A) hereof, (iv) the time and date on which this Agreement shall be terminated by mutual consent of the parties hereto, and (v) the date that is six months after the date of this Agreement.

(b) Subject to Section 8 hereof, this Agreement may be terminated by the Authority, at any time upon notice to the Dealer Manager, if (i) at any time prior to the Settlement Date, the Tender Offer is terminated or withdrawn by the Authority for any reason, or (ii) the Dealer Manager does not comply in any material respect with any of its obligations hereunder in the reasonable opinion of the Authority, or (iii) the Tender Offer does not result in any net present value savings for the Authority.

(c) Subject to Section 8 hereof, this Agreement shall be subject to termination in the absolute discretion of the Dealer Manager without any liability or penalty to the Dealer Manager and to each Dealer-Manager Related Person, and without loss of any right to reimbursement for its expenses, fees and costs pursuant to Section 2 hereof, at any time upon notice to the Authority, if (i) prior to the Settlement Date, (A) the Tender Offer is terminated or withdrawn by the Authority for any reason other than as provided in Section 3(b)(ii) hereof, or (B) any stop order, restraining order, injunction or denial of an application for approval has been issued and not thereafter stayed or vacated, or (C) any proceeding, litigation or investigation has been initiated, with respect to or otherwise affecting the Invitation or any other action or transaction contemplated by the Invitation or this Agreement, that the Dealer Manager reasonably believes renders it inadvisable for it to continue to act hereunder, (ii) the Authority shall have breached in any material respect any representation, warranty or covenant contained herein (including, but not limited to, the conditions set forth in Section 4 hereof), or (iii) the Authority shall publish, send or otherwise distribute any amendment of or supplement to the Invitation or any Additional Material to which the Dealer Manager shall reasonably object in writing to the Authority.

(d) If this Agreement is terminated for any reason other than as provided in Section 3(b)(ii) hereof, the Authority will, solely from the Target Purchase Proceeds, reimburse the Dealer Manager for its expenses, fees and costs pursuant to Section 2 hereof through the date of such termination promptly after such date. No termination of this Agreement, except a termination pursuant to Section 3(b)(ii) hereof, shall be deemed to terminate any of the rights or obligations of the Dealer Manager or the Authority previously accrued hereunder.

SECTION 4. *Representations and Warranties by Authority.* The Authority represents and warrants to the Dealer Manager, as of the date hereof, as of each date that the Invitation or any Additional Material is published, sent, given or otherwise distributed throughout the continuance of the Invitation, and as of the Settlement Date, that:

(a) The Authority is duly existing as a public body corporate and politic of the State of New Jersey, with the powers and authority set forth in the Sewerage Authorities Law, constituting Chapter 138 of the Laws of 1946, as amended and supplemented (the "*Act*").

(b) The Authority has full legal right, power and authority to execute and deliver this Agreement, to perform all its obligations hereunder and to make and consummate the Invitation in accordance with its terms.

(c) The Authority has taken all necessary official action to authorize the making and consummation of the Tender Offer (including authorizing any provisions for the payment from the Target Purchase Proceeds by the Authority for Target Certificates tendered for purchase and for the issuance and delivery by the Authority of the Series 2023 Certificates) and the execution, delivery and performance by the Authority of this Agreement; and this Agreement has been duly executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Dealer Manager, constitutes a legal, valid and binding contractual obligation of the Authority, enforceable against the Authority in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against entities such as the Authority in the State.

(d) The Invitation and the Additional Material do not and (as amended or supplemented, if amended or supplemented) will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The financial statements of, and other financial information regarding, the Authority in the Invitation fairly present the financial position and results of the Authority as of the dates and for the periods therein set forth. The Authority is not a party to any litigation or other proceeding pending or, to its knowledge, threatened that, if decided adversely to the Authority, would have a materially adverse effect on the financial condition of the Authority.

(f) The making and consummation of the Tender Offer (including any provisions for the payment by the Authority from the Target Purchase Proceeds for Target Certificates tendered for purchase or for the issuance and delivery by the Authority of the Series 2023 Certificates), the execution, delivery and performance by the Authority of this Agreement and the consummation of the transactions contemplated hereby, to the knowledge of the Authority, do not and will not conflict with or constitute on the part of the Authority a breach of or default under any constitutional provision, law, administrative regulation, judgment, consent decree, resolution, indenture, bond, note or any agreement or other instrument to which the Authority is a party or is subject.

(g) To the knowledge of the Authority (except as otherwise disclosed in the Invitation or the Additional Material), no litigation has been served upon the Authority or, to the knowledge of the Chairman, after due inquiry, is either otherwise pending or threatened against the Authority, that (1) contests or otherwise affects the validity of the Tender Offer and other property or instruments pledged for the benefit of, and to pay debt service on, the certificates issued under the Agent Agreement, (2) seeks a declaratory judgment, injunctive relief or monetary damages, the granting of which will, in the judgment of the Chairman, materially adversely affect the future operations of the Authority and the performance of its obligations under the Tender Offer, or (3) in any way contests the existence of the Authority, the titles of the Authority's officers to their respective offices, the powers of the Authority to issue any bonds, certificates, notes or other evidence of indebtedness, the legality of any bonds, certificates, notes or other evidence of indebtedness of the Authority or the completeness or accuracy of the Invitation or any Additional Material.

(h) To the knowledge of the Authority, no consent, approval, authorization or order of, or registration, qualification or filing with, any court or regulatory agency or other governmental agency or instrumentality is required in connection with the making and consummation of the Invitation (including any provisions for the payment by the Authority for Target Certificates tendered for purchase or for the issuance and delivery by the Authority of the Series 2023 Certificates) (except as otherwise provided in the purchase contract related to the Series 2023 Certificates), the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

(i) The Authority has or anticipates having funds available, and is authorized to use such funds under applicable law, to pay the full purchase price of the Target Certificates tendered for purchase that it may become committed to purchase pursuant to the Tender Offer and all related fees and expenses, and it will have available for delivery and is authorized to issue and deliver the Series 2023 Certificates; and the Series 2023 Certificates, when issued, authenticated and delivered, will be valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of the Agent Agreement.

(j) The representations and warranties of the Authority solely with respect to the Series 2023 Certificates set forth in any purchase contract executed by the Authority with the underwriter of the Series 2023 Certificates (the "*Underwriter*") to be sold in a public offering thereof (the "*Purchase Contract*") and all certificates and opinions of the Authority delivered thereunder for the benefit of the Underwriter are hereby incorporated into this Agreement and also made to and for the benefit of the Dealer Manager solely with respect to the Series 2023 Certificates.

(k) The Authority will perform the agreements and obligations it has that are set forth in or contemplated by the Invitation and any Additional Material, including, but not limited to, determining whether to accept for payment Target Certificates that have been validly tendered and not withdrawn in accordance with and subject to the terms and conditions of the Tender Offer; *provided, however*, that the Authority may modify or cancel the Tender Offer at any time pursuant to the Invitation and any Additional Material.

(l) The Authority hereby acknowledges that, in performing the services contemplated by this Agreement, the Dealer Manager will be relying on the information furnished by the Authority, its officers, attorneys and other agents and information available from generally recognized public sources without independent verification.

(m) The Authority represents and agrees that no solicitation material in addition to the Invitation and any Additional Material will be used in connection with the Tender Offer or filed with any federal, state or local governmental or regulatory agency or authority by or on behalf of the Authority without the prior approval of the Dealer Manager, which approval shall not be unreasonably withheld or delayed. If (i) the Authority uses or permits the use of any such solicitation material in connection with the Tender Offer or files any such solicitation material with any such federal, state or local governmental or regulatory agency or authority without the prior approval of the Dealer Manager, (ii) the Authority withdraws, terminates or cancels the Tender Offer for a reason other than in accordance with Section 3(b)(ii) hereof, or (iii) at any time the Dealer Manager shall determine that any condition set forth in Section 5 hereof shall not be satisfied, then the Dealer Manager (A) shall have a reasonable period of time after discovering or being informed of such event to elect whether to continue to act as Dealer Manager or to withdraw as Dealer Manager, as the case may be, in connection with the Tender Offer, and (B) shall be entitled promptly to receive, solely from the Target Purchase Proceeds, the payment of all expenses payable to it under this Agreement, which expenses have accrued to the date of such withdrawal.

(n) The Information Agent will, on behalf of the Authority and the Dealer Manager, make appropriate arrangements with DTC to allow for the book-entry movement of tendered Target Certificates among Holders that choose to tender Target Certificates, the Authority and DTC.

(o) The representations and warranties set forth in this Section 4 shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Dealer Manager-Related Person or (ii) any termination, expiration or cancellation of this Agreement.

SECTION 5. *Representations and Warranties of Dealer Manager.* The Dealer Manager hereby represents and warrants to, and agrees with, the Authority, that:

(a) This Agreement has been duly authorized, executed and delivered by the Dealer Manager and, assuming due authorization, execution and delivery by the Authority, constitutes its legal, valid and binding obligation, enforceable against the Dealer Manager in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights and by general principles of equity.

(b) The execution, delivery and performance of this Agreement by the Dealer Manager does not and will not violate, in any material respect, any law, regulation or rule customarily applicable to the Dealer Manager when acting in such capacity for transactions of this type.

(c) The Dealer Manager shall assist the Authority in disseminating the Invitation and any Additional Material but will not have any obligation to cause copies of the Invitation and any Additional Material to be transmitted generally to the Registered or Beneficial Owners of the Target Certificates.

(d) The Dealer Manager shall comply with applicable securities laws, including MSRB Rule G-17, in connection with its provision of services hereunder.

SECTION 6. *Conditions and Obligations.* The obligation of the Dealer Manager to act as a Dealer Manager hereunder shall at all times be subject, in its discretion, to the conditions that:

(a) No event shall occur or any circumstance shall exist that causes the representations and warranties of the Authority contained herein or in any certificate or writing delivered hereunder at all times during the Invitation, and at all times at or prior to the Settlement Date, not to be true and correct.

(b) The Authority at all times during the Tender Offer, and at all times at or prior to the Settlement Date, shall have performed all of its obligations hereunder required as of such time to have been performed by it.

(c) At or prior to the Launch Date, JP Capizzi LLC, special counsel to the Authority, shall furnish the Dealer Manager with the opinion letter substantially in the form attached as Exhibit A hereto.

(d) At or prior to the Launch Date, McManimon, Scotland & Baumann, LLC, counsel to the Dealer Manager, shall furnish the Dealer Manager with the opinion letter substantially to the effect that the Invitation, and the actions of the Authority in connection with the Tender Offer as specifically set forth in the Invitation and any Additional Material, are exempt from the provisions of Section 14(d) of the Securities Exchange Act of 1934 (the "*1934 Act*"), Regulations 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder and otherwise substantially in the form attached as Exhibit B hereto.

(e) At the Settlement Date, there shall have been delivered to the Dealer Manager, on behalf of the Authority, a certificate of the Authority, signed by an authorized representative, dated the Settlement Date, stating that the representations and warranties set forth in Section 4 hereof are true and accurate as if made on such Settlement Date.

(f) The Authority shall have advised the Dealer Manager promptly of (i) the occurrence of any event (other than one expressly contemplated by the terms of the Invitation) that could cause the Authority to withdraw, rescind or terminate the Invitation, (ii) the occurrence of any event, or the discovery of any fact, the occurrence or existence of which it believes would make it necessary or advisable to make any change in the Invitation or any Additional Material being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate, (iii) any proposal by the Authority or requirement to make, amend or supplement the Invitation or any Additional Material pursuant to any applicable law, rule or regulation, (iv) its awareness of the issuance by any regulatory authority of any comment or order or the taking of any other action concerning the Invitation (and, if in writing, will have furnished the Dealer Manager with a copy thereof), (v) its awareness of any material developments in connection with the Invitation or the financing thereof, including, without limitation, the commencement of any lawsuit relating to the Invitation, and (vi) any other information relating to the Invitation, the Additional Material or this Agreement that the Dealer Manager may from time to time reasonably request.

SECTION 7. *No Dealer Manager Duties and Obligations Beyond Those Set Forth Herein.* It is expressly understood and agreed that the Dealer Manager's duties and obligations in connection with this Agreement are confined to those expressly defined herein, and no additional covenants or obligations shall be read into this Agreement against the Dealer Manager.

SECTION 8. *Survival.* This Section 8 and Sections 2, 7, 9 and 11 hereof and the representations and warranties of the Authority set forth in Section 4 hereof, respectively, shall survive any failure by the Authority to commence the Tender Offer, any termination (except a termination pursuant to Section 3(b)(ii) hereof), expiration or cancellation of this Agreement, any completion of the engagement provided for by this Agreement or any investigation made on behalf of the Authority, the Dealer Manager or any Dealer Manager-Related Person, and shall survive the acquisition of Target Certificates pursuant to the Tender Offer or the termination of the Tender Offer.

SECTION 9. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

SECTION 10. *Notices.* Except as otherwise expressly provided in this Agreement, all notices, demands and formal actions hereunder will be in writing, mailed, forwarded by nationally recognized overnight carrier, electronically transmitted or in some commercially accepted manner delivered to:

If to the Authority:

The North Hudson Sewerage Authority
1600 Adams Street
Hoboken, New Jersey 07030
Attention: Executive Director

If to the Dealer Manager:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019
Attention: John P. Gerbino, Managing Director

or to such other address specified in a notice delivered in accordance with this Section 10.

SECTION 11. *Miscellaneous.*

(a) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

(b) This Agreement will inure to the benefit of and be binding upon the parties and their successors (including any successors or assigns of the Dealer Manager), and will not confer any rights upon any other person. No director or member of the Authority shall incur any personal liability for approving or executing this Agreement, taking any action or omitting to take any action required or permitted hereunder or otherwise by reason of or in connection with this Agreement, the Series 2023 Certificates, the Invitation, the Additional Material or any of the transactions or other matters contemplated by any of the foregoing.

(c) The Dealer Manager may share any information or matters relating to the Authority, the Invitation and the transactions contemplated hereby with its affiliates, and such affiliates may likewise share information relating to the Authority with the Dealer Manager.

(d) All representations, warranties, covenants and agreements by the Authority and the Dealer Manager in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Dealer Manager and shall survive the tender and corresponding purchase of the Target Certificates.

(e) If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants, and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Authority and the Dealer Manager shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

(f) Independent registered municipal advisors (as defined in SEC Rule 15Ba1-1(d)(3)(vi)) have been engaged to advise the Authority in connection with the issuance of the Series 2023 Certificates and the Tender Offer. The Authority acknowledges that, in connection with the provision of the services under this Agreement, the Dealer Manager has informed the Authority that it is relying on the exemption provided under SEC Rule 15Ba1-1(d)(3)(vi) for the participation by an independent registered municipal advisor. The Dealer Manager is not acting as a Municipal Advisor (as defined in Section 15B of the 1934 Act) and shall have no fiduciary duty to the Authority in connection with the issuance of the Series 2023 Certificates or the Tender Offer. The Authority has consulted with its municipal and other advisors to the extent it deems appropriate in connection with the issuance of the Series 2023 Certificates and the Tender Offer.

(g) In connection with the transactions contemplated hereby and the process leading to such transactions, the Dealer Manager is and has been acting solely as a principal and is not the municipal advisor, financial advisor, agent or fiduciary of the Authority or any affiliate, director, officer, employee or creditor of them or any other person (irrespective of whether Barclays has provided other services or is currently providing other services to any of them on other matters). The Authority expressly disclaims any agency or fiduciary relationship with the Dealer Manager hereunder. The Authority understands that neither the Dealer Manager nor any Dealer Manager-Related Person is a municipal advisor, and neither is providing (nor is the Authority relying on the Dealer Manager or its affiliates for) tax, regulatory, legal or accounting advice. The Authority acknowledges that it has consulted with its financial and/or municipal,

legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate. The rights and obligations that the Authority may have to Barclays or its affiliates, under any credit or other agreement, are separate from the Authority's rights and obligations under this Agreement and will not be affected in any way by this Agreement. The Dealer Manager may, to the extent it deems appropriate, retain the services of any of its affiliates to assist the Dealer Manager, as applicable, in providing its services hereunder and share with any such affiliates any information made available by or on behalf of the Authority.

(h) One or more of the affiliates of the Dealer Manager may own or hold the Target Certificates for its own account or the account of its customers. The Dealer Manager has not engaged any affiliates in any manner related to the Tender Offer. To the extent they hold any of the Target Certificates, these affiliates would be engaged like any other investor or holder of the Target Certificates.

(i) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or email transmission shall be as effective as delivery of a manually signed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof signing in the appropriate space below and returning to the Dealer Manager the enclosed duplicate original hereof, whereupon this Agreement shall become a binding agreement between us.

Very truly yours,

BARCLAYS CAPITAL INC.

By: _____
John P. Gerbino
Managing Director

Accepted and agreed to as of the date first written above:

THE NORTH HUDSON SEWERAGE AUTHORITY

By: _____
Brian H. Kappock, Esq.
Chairman

EXHIBIT A

[FORM OF LETTER OF SPECIAL COUNSEL]

November 15, 2023

The North Hudson Sewerage Authority
1600 Adams Street
Hoboken, New Jersey 07030

Ladies and Gentlemen:

I have acted as special counsel in connection with the release by The North Hudson Sewerage Authority (the "*Authority*") of its Invitation to Tender Certificates, dated of even date herewith (the "*Invitation*"), which includes as Appendix A thereto the Authority's Preliminary Official Statement, dated of even date herewith (the "*Preliminary Official Statement*"), relating to Gross Revenue Senior Lien Lease Certificates, Series 2023. The Authority has entered into a Dealer Manager Agreement, dated of even date herewith (the "*Dealer Manager Agreement*"), with Barclays Capital Inc., as dealer manager (the "*Dealer Manager*"), in connection with the Authority inviting offers to tender certain of the Authority's outstanding Gross Revenue Senior Lien Lease Certificates as specified in the Invitation (collectively, the "*Certificates*"). As described in the Invitation, the Authority will determine which tendered Certificates will be purchased and the process of consummating the purchase of such tendered Certificates (collectively, the "*Tender Offer*"). This letter is being delivered in accordance with Section 6(c) of the Dealer Manager Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Dealer Manager Agreement.

I, as special counsel to the Authority, have examined and relied upon the Invitation and the resolution of the Authority, adopted on October 19, 2023 (the "*Resolution*"), authorizing the Invitation and the Tender Offer and approving the execution and delivery of certain documents in connection therewith. In addition, I have examined and relied on originals or copies, certified or otherwise identified to my satisfaction, of such other documents, instruments or corporate records, and have made such investigation of law, as I have considered necessary or appropriate for the purposes of this letter.

In addition, I have assumed the due authorization, execution and delivery of the Dealer Manager Agreement by the Dealer Manager and that the Dealer Manager Agreement is the valid and binding obligation of Dealer Manager enforceable against the Dealer Manager in accordance with its terms.

Based on such examination, I am of the opinion that:

1. The Authority is a public body corporate and politic of the State of New Jersey, duly organized and validly existing under the Constitution and laws of the State of New Jersey, including particularly the Act.
2. The Authority has full legal right, power and authority to enter into the Dealer Manager Agreement and to authorize the making of the Tender Offer and the execution, delivery and performance of the Dealer Manager Agreement and the Invitation.
3. The making of the Tender Offer and the execution, delivery and performance by the Authority of the Dealer Manager Agreement and the Invitation were duly authorized by all necessary action as of the commencement date of the Tender Offer, and the making of the Tender Offer and the execution

and delivery of and performance by the Authority of the Dealer Manager Agreement and the Invitation did not, do not and will not conflict with or constitute a breach of or a default under any constitutional provision, law or administrative regulation to which the Authority or any of its property or assets is subject.

4. The Authority has the authority to take, and has taken or caused to be taken, all necessary legal action to authorize the Tender Offer, the Invitation and the execution and delivery of, and the performance of its obligations under, the Dealer Manager Agreement and the Invitation.

5. Except as described in the Dealer Manager Agreement, the transactions contemplated by the Tender Offer are authorized by the Resolution.

6. The Invitation and the actions of the Authority in connection with the Tender Offer as specifically set forth in the Invitation are exempt from the provisions of Section 14(d) of the Securities and Exchange Act of 1934, as amended, Regulations 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder.

7. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter that would constitute a condition precedent to the performance by the Authority of its obligations under the Dealer Manager Agreement and under the Invitation have been obtained; *provided, however*, I do not express any opinion as to the registration or qualification of the Certificates for offer or sale under the blue sky or other securities laws and regulations of any jurisdiction.

8. The Dealer Manager Agreement and the Invitation have been duly executed and delivered by, for and on behalf of the Authority, were in full force and effect on the commencement date of the Tender Offer, and the Dealer Manager Agreement constitutes a legal, valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms as of the commencement date of the Tender Offer.

9. The Authority is not a party to or bound by any agreement or instrument or subject to any restriction in the Act, its bylaws, any law, rule or regulation or any judgment, order, writ, injunction, decree, determination or award of which I am aware that may materially and adversely affect the ability of the Authority to extend the Invitation as contemplated thereby as of the commencement date of the Tender Offer.

10. I am not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Invitation. I have necessarily assumed the correctness and completeness of the statements made or included therein. However, on the basis of the information developed in the course of the performance of the services referred to above, considered in the light of my understanding of the applicable law and the experience I have gained through my practice thereunder, I advise you, as a matter of fact but not opinion, that, subject to the limitations expressed below, nothing has come to my attention that would lead me to believe that the Invitation (other than (i) information permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission, (ii) the financial statements and any other financial or statistical data contained in the Preliminary Official Statement and (iii) the information in the Preliminary Official Statement set forth under the headings "THE 2023 CERTIFICATES – Book-Entry Only System", "CERTIFICATE INSURANCE" and "UNDERWRITING" and the information contained in Appendices A and B, as to which I express no opinion or belief), as of the date of the Invitation, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Invitation are such, however, that I have necessarily assumed the accuracy, completeness and fairness of, and take no responsibility for, any of the statements made in the Invitation. Also, I do not express any opinion or belief as to the financial and statistical information contained in the Invitation or the information in the Preliminary Official Statement set forth under the headings listed in the immediately preceding paragraph. I have also assumed, but have not independently verified, that the signatures on all documents and certificates that I examined were genuine.

This opinion is limited in all respects to the laws of the State of New Jersey and the federal laws of the United States of America.

Enforceability of the Resolution, the Dealer Manager Agreement and the Invitation may be subject to the application of general principles of equity, including those related to equitable subordination, and to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally heretofore or hereafter enacted.

This opinion letter is given as of the date hereof. I assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention or any changes in law that may hereafter occur. This opinion letter is furnished solely to the addressee hereof and may not, without my express prior written consent, be relied upon by anyone other than such addressee.

Very truly yours,

EXHIBIT B

[FORM OF OPINION OF COUNSEL TO THE DEALER MANAGER]

November 15, 2023

Barclays Capital Inc.,
as the Dealer Manager referred to below

Ladies and Gentlemen:

The North Hudson Sewerage Authority (the "*Authority*") has on this date released an Invitation to Tender Certificates, dated of even date herewith, which includes as Appendix A thereto the Authority's Preliminary Official Statement, dated of even date herewith (the "*Preliminary Official Statement*"), relating to Gross Revenue Senior Lien Lease Certificates, Series 2023 (such Invitation to Tender Certificates, including all appendices thereto, including the Preliminary Official Statement, is referred to herein as the "*Invitation*"). The Authority has entered into a Dealer Manager Agreement, dated of even date herewith (the "*Dealer Manager Agreement*"), with Barclays Capital Inc., as dealer manager (the "*Dealer Manager*"), in connection with the Authority inviting offers to tender certain of the Authority's outstanding Gross Revenue Senior Lien Lease Certificates as specified in the Invitation (collectively, the "*Certificates*") pursuant to the Invitation, the Authority determining which tendered Certificates will be purchased and the process of consummating the purchase of such tendered Certificates (collectively, the "*Tender Offer*"). This letter is being delivered in accordance with Section 6(d) of the Dealer Manager Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Dealer Manager Agreement.

We, as counsel to the Dealer Manager, have examined and relied upon the Invitation and the resolution of the Authority, adopted on October 19, 2023, authorizing the Invitation and the Tender Offer and approving the execution and delivery of certain documents in connection therewith. In addition, we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, instruments or corporate records, and have made such investigation of law, as we have considered necessary or appropriate for the purposes of this letter.

In accordance with our understanding with you, we rendered legal advice and assistance to you in the course of your investigation pertaining to, and your participation in the preparation of, the Invitation. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and reviews of and reports on certain documents and proceedings. We also participated in conferences with your representatives and those of the Authority, its financial advisor and its special counsel, JP Capizzi LLC, during which the contents of the Invitation and related matters were discussed and reviewed.

The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Invitation are such, however, that we have necessarily assumed the accuracy, completeness and fairness of and take no responsibility for any of the statements made in the Invitation. Also, we do not express any opinion or belief as to the financial and statistical information contained in the Invitation and we express no opinion or belief with respect to (a) the financial statements and any other financial or statistical data contained in the Official Statement, (b) any matters discussed in the Official Statement under the heading "THE 2023 CERTIFICATES – Book-Entry Only System", which is based solely upon information supplied to the Authority by The Depository Trust Company, (c) any matters discussed in the Official Statement under the heading "CERTIFICATE

INSURANCE", which is based solely upon information supplied to the Authority by Assured Guaranty Municipal Corp., (d) any matters discussed in the Official Statement under the headings "ESTIMATED SOURCES AND USES OF FUNDS", "FIXED RENT PAYMENTS", "FINANCIAL STATEMENTS", "SECONDARY MARKET DISCLOSURE", "RATINGS", "TAX MATTERS", "UNDERWRITING" and "LITIGATION", and (e) Appendices A, B, C, D, E and F to the Official Statement. We have also assumed, but have not independently verified, that the signatures on all documents and certificates that we examined were genuine.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Invitation. However, on the basis of the information developed in the course of the performance of the services referred to above, considered in the light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you, as a matter of fact but not opinion, that, subject to the limitations expressed in the preceding paragraph, nothing has come to the attention of the attorneys of the firm working on this matter that would lead them to believe that the Invitation (other than (i) information permitted to be omitted from the Preliminary Official Statement pursuant to Rule 15c2-12, as amended, promulgated by the Securities and Exchange Commission, (ii) the financial statements and any other financial or statistical data contained in the Preliminary Official Statement and (iii) the information in the Preliminary Official Statement set forth under the headings listed in the immediately preceding paragraph, as to which we express no opinion or belief), as of the date of the Invitation, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

In addition, we are of the opinion that the Invitation and the actions of the Authority in connection with the Tender Offer, as specifically set forth in the Invitation and any Additional Material, are exempt from the provisions of Section 14(d) of the Securities Exchange Act of 1934, as amended, Regulations 14D and 14E of the Securities and Exchange Commission and the related rules promulgated thereunder.

This letter is solely for your benefit as the Dealer Manager and we disclaim any obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to for any purpose other than in connection with the Tender Offer, and may not be relied upon without our express prior written consent, except that references may be made to this letter in the Dealer Manager Agreement or in any list and compilation of closing documents pertaining to the Tender Offer. We have acted solely as counsel to the Dealer Manager in this matter, and no one other than the Dealer Manager may rely upon this letter.

Very truly yours,

Appendix D

FORM OF Third Supplemental Agent Agreement

**FORM OF
THIRD SUPPLEMENTAL AGENT AGREEMENT**

Among

TD BANK, NATIONAL ASSOCIATION

As Agent,

and

MUNICIPAL INFRASTRUCTURE LEASING 1 INC

As Lessor,

and

THE NORTH HUDSON SEWERAGE AUTHORITY

As Lessee.

Dated _____, 2023

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.01 Definitions	1
Section 1.02 Interpretations	4
ARTICLE II THE 2023 Certificates	5
Section 2.01 Authorization, Execution and Delivery of the 2023 Certificates	5
Section 2.02 Provisions of the 2023 Certificates	5
Section 2.03 Maturities; Rates of Interest.....	7
Section 2.04 Payment of Certificates; Security.....	7
Section 2.05 Registration and Transfer	8
ARTICLE III REDEMPTION	10
Section 3.01 Redemption of Certificates; General.....	10
Section 3.02 Optional Redemption.....	10
Section 3.03 Selection of Certificates for Redemption.....	10
Section 3.04 Partial Redemption of Certificate	10
Section 3.05 Notice of Redemption	11
Section 3.06 Effect of Redemption	12
Section 3.07 Payment Sources on Prepayment.....	12
ARTICLE IV MISCELLANEOUS	13
Section 4.01 Agent Agreement Binding Upon Parties and Successors; Parties Benefitted.....	13
Section 4.02 Agent Agreement in Several Counterparts	13
Section 4.03 Applicable Law	13
Section 4.04 Severability of Invalid Provisions	13
Section 4.05 No Usury	13
Section 4.06 Notices	13
Section 4.07 Notice to Securities Depository with Respect Consents.....	14
Section 4.08 No Personal Recourse	14
Section 4.09 Headings for Convenience Only	14
Section 4.10 Survival of Provisions	14
Section 4.11 No Third Party Beneficiaries	14
Section 4.12 Bond Insurance	14
APPENDIX A	FORM OF THE 2023 CERTIFICATES
APPENDIX B	FORM OF REQUEST AND AUTHORIZATION
APPENDIX C	FIXED RENT PAYMENT SCHEDULE
APPENDIX D	BOND INSURANCE PROVISIONS

This THIRD SUPPLEMENTAL AGENT AGREEMENT (the “Third Supplemental Agent Agreement”) is made as of _____, 2023 by and among TD Bank, National Association, as successor Agent and not in its individual capacity (“Agent”), MUNICIPAL INFRASTRUCTURE LEASING 1 INC, a New Jersey corporation (“Lessor” or “Landlord”) and THE NORTH HUDSON SEWERAGE AUTHORITY, a sewerage authority of the State of New Jersey (the “Authority”, “Lessee” or “Tenant”).

WHEREAS, the Authority has outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000 (the “Target Certificates”); and

WHEREAS, the Authority has determined to invite holders of the Target Certificates to tender them for purchase and cancellation or redemption by the Authority (the “Invitation to Tender”), and to provide for the payment of same with the proceeds of Gross Revenue Senior Lien Lease Certificates to be issued in one or more Series in an aggregate amount not exceeding \$160,625,000 (the “Additional Certificates”, and sometimes the “2023 Certificates”) under and pursuant to an Agent Agreement dated as of May 24, 2012 (the “Original Agent Agreement”), as amended and supplemented by the Supplemental Agent Agreement dated as of November 22, 2019 (the “Supplemental Agent Agreement”), as amended and supplemented by the Second Supplemental Agent Agreement dated as of October 13, 2021 (the “Second Supplemental Agent Agreement”), and as further amended and supplemented by the Third Supplemental Agent Agreement dated as of _____, 2023, by and among the Agent, the Lessor and the Authority (the “Third Supplemental Agent Agreement”, together with the Original Agent Agreement, the Supplemental Agent Agreement and the Second Supplemental Agent Agreement, the “Agent Agreement”).

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Terms used herein, unless otherwise defined, shall have the meanings assigned to them in the Agent Agreement. Unless the context clearly requires otherwise, the terms “Lease” and “Agent Agreement” as used in the Original Agent Agreement shall be deemed to include the Second Amendment to the Master Lease dated October 13, 2021 and this Third Supplemental Agent Agreement.

“Agent” shall mean TD Bank, National Association, as successor agent and not in its individual capacity and its successors or assigns appointed as Agent hereunder.

“Agent Agreement” shall mean the Original Agent Agreement dated as of May 24, 2012 by and among the Agent, the Lessor, and the Lessee, as amended and supplemented by the Supplemental Agent Agreement dated as of November 22, 2019, the Second Supplemental Agent Agreement dated as of October 13, 2021, and as further amended and supplemented by this Third Supplemental Agent Agreement.

“Authorized Denominations” shall mean denominations of (1) \$5,000 or any integral multiple thereof with respect to Current Interest Certificates and (2) a maturity value of \$5,000 or any integral multiple thereof with respect to Capital Appreciation Certificates.

“Bond Insurer” means Assured Guaranty Municipal Corp. and its successors and assigns.

“Bond Insurance Policy” or “Policy” means the municipal bond insurance policy issued by the Bond Insurer insuring the scheduled payment of principal and interest on the 2023 Certificates.

“Certificate” or “Certificates” or “2023 Certificates” shall mean each Gross Revenue Senior Lien Lease Certificate of a Series, including the 2023 Certificates, a form of which is set forth in Appendix A hereto, executed and delivered by the Agent pursuant to the Agent Agreement as supplemented by this Third Supplemental Agent Agreement, and the Request and Authorization, each such Certificate representing a participatory interest in the Estate, comprising the Fixed Rent under the Lease, including the portion of the Fixed Rent designated as the Principal Portion due and payable on each Certificate on the maturity date, any sinking fund, serial maturity or Prepayment Date thereof and the designated Interest Portion of the Fixed Rent due and payable by the Agent to the holders of the Certificates, as provided in the Agent Agreement, to and including such maturity or Redemption Date, at the rate set forth in the Certificate, including the 2023 Certificates and any Additional Certificates authorized and issued hereunder, all of which have been assigned, conveyed and transferred herein to the Agent pursuant to Section 2.01(i) of the Agent Agreement.

“Effective Date” with respect to the 2023 Certificates shall mean _____, 2023, the dated date of the 2023 Certificates.

“Interest Payment Date” shall mean each June 1 and December 1.

“Interest Portion” or “Interest Portions” with respect to the 2023 Certificates shall mean with respect to each Fixed Rent Payment, the portion thereof which is interest on the 2023 Certificates, which for the 2023 Certificates shall be in the amounts set forth in Schedule 3.01 to the Lease, as the same may from time to time be adjusted pursuant to Section 3.10 of the Lease. The Interest Portion on the 2023 Certificates shall be computed on the basis of a 360-day year, consisting of twelve 30-day months.

“Lease” shall mean the Master Lease Agreement dated as of May 24, 2012, as amended on November 22, 2019, October 13, 2021, and as further amended on _____, 2023, between the Lessee or Tenant and the Lessor or Landlord, to be delivered contemporaneously herewith, as the same may be amended from time to time.

“Maturity Date” shall mean with respect to the 2023 Certificates, the final maturity date of the 2023 Certificates, June 1, 20__.

“Optional Redemption” with respect to the 2023 Certificates shall mean an optional redemption of the Principal Portion of Fixed Rent represented by the 2023 Certificates pursuant to Section 3.02 hereof.

“Principal Payment Date” with respect to the 2023 Certificates shall mean June 1 in each year.

“Principal Portion” or “Principal Portions” shall mean with respect to each Fixed Rent Payment, the portion thereof which is principal on the 2023 Certificates, which for the 2023 Certificates shall be in the amounts set forth in Schedule 3.01 to the Lease, as the same may from time to time be adjusted pursuant to Section 3.10 of the Lease.

“Proceeds” with respect to the 2023 Certificates shall mean the aggregate moneys paid by the initial purchaser of the 2023 Certificates to the Agent, including any accrued interest on the 2023 Certificates, which may be net of any applicable underwriter’s discount with respect to the 2023 Certificates issued hereunder.

“Purchase Option Price” with respect to the 2023 Certificates shall mean (a) in the event of the exercise of the Lessee of its option to prepay Fixed Rent pursuant the Lease, an amount equal to the Purchase Option Price specified in the Lease and (b) in the event the Lessee is required to prepay some Principal Portion of Fixed Rent pursuant to the Lease, an amount equal to the Principal Portion of Fixed Rent represented by the 2023 Certificates or portions thereof to be prepaid plus the Interest Portion of Fixed Rent accrued thereon, if any, to the Redemption Date payable upon presentment thereof pursuant to the provisions of such Certificates and the Agent Agreement.

“Purchase Price”, with respect to the 2023 Certificates for the purpose of computation of the Yield of the 2023 Certificates, shall have the same meaning as the term “issue price” in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the 2023 Certificates to the public (not including bond houses and brokers, or similar Persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the 2023 Certificates of each maturity are sold or, if the 2023 Certificates are privately placed, the price paid by the first buyer of the 2023 Certificates or the acquisition cost of the first buyer.

“Redemption” with respect to the 2023 Certificates shall mean the payment prior to the stated maturity dates thereof of the Principal Portions of all or less than all of the 2023 Certificates pursuant to Article IV hereof.

“Request and Authorization” with respect to the 2023 Certificates shall mean the Request and Authorization from the Lessor to the Agent, dated the Funding Date, directing the Agent to authenticate and deliver the 2023 Certificates and deposit the Proceeds into the various accounts, as indicated therein. The Request and Authorization shall be substantially in the form set forth in Appendix B hereto.

“Series” when used with respect to less than all of the 2023 Certificates, means all of the 2023 Certificates which are so designated as a Series by this Agent Agreement or a Supplemental Agent Agreement authorizing such Series of Certificates, regardless of variations in maturity, interest rate or other provisions, and any Certificates which are thereafter authenticated and delivered in lieu of or in substitution for any of such Certificates under and pursuant to the terms of the Agent Agreement; provided however, that notwithstanding the foregoing to the contrary, any Tax Exempt Certificates shall in no event be treated as being part of the same Series as Taxable Certificates.

“2023 Certificates” shall mean the 2023 Certificates authorized to be issued pursuant to Section 3.01 of this Third Supplemental Agent Agreement in the aggregate amount of \$160,625,000.

“Sinking Fund Installment” shall mean (i) those payments of the Principal Portion which are required by Section 4.02(b) of the Agent Agreement to be deposited in the Principal Account out of the Fixed Rent Payment made by the Lessee on each Fixed Rent Payment Date and applied toward the mandatory sinking fund Redemption of any particular Outstanding Certificates including the 2023 Certificates and (ii) with respect to any Additional Certificates, the amount required by the applicable Supplemental Agent Agreement to be deposited in the Principal Account out of the Fixed Rent Payment made by the Lessee on each Fixed Rent Payment Date toward the retirement of any particular Outstanding Additional Certificates. Sinking Fund Installment does not include any amount payable by reason only of the maturity of the 2023 Certificates or the Additional Certificates, as applicable.

“Substitute Credit Facility” shall mean a bond insurance policy, surety bond, line of credit or any other credit enhancement vehicle.

“Supplemental Agent Agreement” shall mean this Third Supplemental Agent Agreement entered into in accordance with Article VII of the Original Agent Agreement.

Section 1.02. Interpretations. The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the form of the 2023 Certificates), refer to the entire Agent Agreement.

ARTICLE II

THE 2023 Certificates

Section 2.01. Authorization, Execution and Delivery of the 2023 Certificates.

(a) The Agent shall issue, execute and deliver the 2023 Certificates in the principal amount of [\$160,625,000] Gross Revenue Senior Lien Lease Certificates, Series 2023 on the terms and conditions herein set forth, and as provided in the Request and Authorization. The aggregate principal amount of 2023 Certificates issued on the Funding Date shall be an amount equal to the Proceeds (less accrued interest) plus any underwriters' discount, which aggregate principal amount of 2023 Certificates shall equal the entire Principal Portion of all Fixed Rent initially specified in the Lease. The Proceeds shall be deposited in the various Funds and Accounts established hereunder as set forth in the Request and Authorization. The 2023 Certificates shall be executed by the manual signature of an Authorized Representative of the Agent, as authorized and directed by an executed Request and Authorization. The 2023 Certificates shall be substantially in the form set forth in Appendix A hereto, with such modifications and amendments to such form as may be necessary or appropriate to reflect the transactions authorized hereby.

Section 2.02. Provisions of the 2023 Certificates.

(a) (1) The 2023 Certificates shall be numbered consecutively from one (1) upwards. The 2023 Certificates shall be issued in fully registered form in Authorized Denominations. The Interest Portion of the Fixed Rent represented by each Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof unless they are executed as of an Interest Payment Date, in which event the Interest Portion thereof shall be payable from such Interest Payment Date, or unless the date of execution thereof is prior to the first Interest Payment Date, in which event the Interest Portion thereof shall be payable from the dated date.

(2) The 2023 Certificates shall be dated and bear interest from _____, 2023 (with respect to the Current Interest Certificates), shall be calculated on the basis of a 360-day year composed of twelve 30-day months payable initially on December 1, 2023 and semiannually thereafter on the first days of June and December of each and every year, until the maturity or prior Redemption thereof;

(3) Notwithstanding the foregoing, if, as shown by the records of the Agent, payment of the Interest Portion of the Fixed Rent represented by the 2023 Certificates shall be in default, the Interest Portion of the Fixed Rent represented by Certificates issued in exchange for the Certificates surrendered for transfer or exchange shall be paid from the last date to which such Interest Portion has been paid in full or duly provided for, or, if no Interest Portion has been paid in full or duly provided for, as represented by the 2023 Certificates, from the dated date.

(b) The 2023 Certificates, upon original issuance, are to be issued in the form of a single, fully registered Certificate for each maturity thereof, in denominations equal to the Principal Portion maturing on each such date, and shall be delivered to the Securities Depository or its nominee, CEDE & Co. ("Cede"). Each such Certificate shall be registered on the registration books kept by the Agent, as Registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository's option, in the name of Cede (or such other nominee as the

Securities Depository at the time shall request in writing to the Agent and Lessor and Lessee), as the Securities Depository's nominee, and no beneficial owners thereof will receive Certificates representing their respective interests in such Certificates, except in the event the Agent issues Replacement Certificates ("Replacement Certificates") as provided in Section 3.07 of the Agent Agreement.

As long as the 2023 Certificates are in book-entry only form, payment of the Interest Portion of any Certificates shall be made by wire transfer of immediately available funds to the account of Cede on the Interest Payment Date for the 2023 Certificates at the address and to the account indicated for Cede in the registry books of the Registrar.

(c) With respect to Certificates so registered in the name of Cede, the Agent, the Lessor and the Lessee shall have no responsibility or obligation to any DTC participant, indirect participant or beneficial owner of the 2023 Certificates. Without limiting the immediately preceding sentence, the Agent, the Lessor and the Lessee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant or indirect participant with respect to any beneficial ownership interest in the 2023 Certificates, (ii) the delivery to any DTC participant, indirect participant, beneficial owner or any other Person, other than DTC, of any notice with respect to the Certificates, including any notice of Redemption, or (iii) the payment to any DTC participant, indirect participant, beneficial owner or any other Person, other than DTC, of any amount with respect to the Principal Portion, Redemption Price, as applicable, or Interest Portion of, the 2023 Certificates. The Agent, the Lessor and the Lessee may treat DTC as, and deem DTC to be, the absolute Owner of each Certificate for the purpose of (i) payment of the Principal Portion, Redemption Price, as applicable, and the Interest Portion of, each such Certificate, (ii) giving notices of Redemption and other matters with respect to such Certificates, (iii) registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Agent shall pay all Principal Portions or Redemption Prices, as applicable, and Interest Portions of the 2023 Certificates only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Agent's obligations with respect thereto to the extent of the sum or sums so paid. No Person other than DTC shall receive a Certificate evidencing the obligation of the Agent to make payments of the Principal Portion or Redemption Price, as applicable, and the Interest Portion thereof pursuant to the Agent Agreement. Upon delivery by DTC to the Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in the Agent Agreement shall refer to such new nominee of DTC.

(d) DTC may determine to discontinue providing its services with respect to the 2023 Certificates at any time by giving written notice to the Agent and discharging its responsibilities with respect thereto under applicable law.

(e) The Agent, (i) upon written direction of the Lessee, in the Lessee's sole discretion and without the consent of any other Person, shall terminate the services of DTC with respect to the 2023 Certificates, and (ii) shall terminate the services of DTC with respect to the 2023 Certificates upon receipt by the Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants or indirect participants having interests, as shown in the records of DTC, in an aggregate amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Certificates to the effect, that: (i) DTC is unable to discharge its responsibilities with respect to the 2023 Certificates; or (ii) a continuation of the requirement that all of the Outstanding Certificates be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of the 2023 Certificates.

(f) Upon the termination of the services of DTC with respect to the 2023 Certificates, or upon the discontinuance or termination of the services of DTC with respect to the 2023 Certificates after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Lessee, is willing and able to undertake such functions upon reasonable and customary terms, the Lessee, at its sole cost and expense, shall arrange for the preparation of certificated Certificates and the 2023 Certificates shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede as nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the Agent Agreement.

(g) Notwithstanding any other provision of the Agent Agreement to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to the Principal Portion or Redemption Price, as applicable, and the Interest Portion of, and all notices with respect to, such Certificate shall be made and given, respectively to DTC.

(h) In connection with any notice or other communication to be provided to Owners pursuant to the Agent Agreement by the Agent with respect to any consent or other action to be taken by Owners, the Agent, as the case may be, shall establish a Record Date for such consent or other action and give DTC notice of such Record Date not less than fifteen (15) calendar days in advance of such Record Date to the extent possible.

Section 2.03. Maturities; Rates of Interest. The 2023 Certificates shall mature as to Principal Portions and shall bear interest at the rates (computed on the basis of a 360-day year having twelve 30-day months), as set forth in Appendix C hereto. The 2023 Certificates shall be subject to Redemption as set forth in Article IV hereof.

Section 2.04. Payment of Certificates; Security.

(a) The 2023 Certificates shall be secured on a parity basis with all other outstanding Certificates (as described in Section 201 of the Agent Agreement) by the liens, security interests and assignments created by the Agent Agreement and the Lease and shall be payable (whether at maturity or upon Redemption or acceleration) as to the Principal Portion or Redemption Price, if any, in then lawful money of the United States of America at the principal corporate trust office of the Agent upon surrender of the 2023 Certificates. Payment of the corresponding Interest Portion of the Fixed Rent represented by the 2023 Certificates shall be payable to the Person appearing in the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner by wire transfer as provided in Section 3.05(b) when the Securities Depository is the Owner, otherwise by check mailed (first class postage prepaid), or delivered on the Interest Payment Date to such Owner's address as it appears on the registration books of the Registrar on the Record Date; except, in each case, that, if and to the extent that there shall be a default in the payment of the Interest Portion of the Fixed Rent represented by the 2023 Certificates due on such corresponding Interest Payment Date, such defaulted Interest Portion shall cease to be payable to the Registered Owner thereof on the Record Date, but shall be paid to the Owners in whose name any such Certificates are registered at the close of business on the tenth (10) Business Day ("Special Record Date") next preceding the date of payment of such defaulted Interest Portion ("Special Payment Date"). Such Special Payment Date shall be fixed by the Agent whenever moneys become available for the payment of the defaulted interest and notice of the Special Payment Date shall be given by mail to the Registered Owner thereof as of the Special Record Date not less than ten (10) days prior to the Special Payment Date. Payment of or on account of the corresponding Interest Portions and

Principal Portions of the Fixed Rent represented by each Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and to discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

(b) So long as the 2023 Certificates are registered in the name of the Securities Depository or its nominee, to the extent available, the Agent shall transfer (i) on each Interest Payment Date, the Interest Portion due on each such date to the Securities Depository, and (ii) on each Principal Payment Date or Redemption Date, upon surrender of the Certificates maturing or being prepaid in full (without the requirement of surrendering any such Certificate on a partial Redemption thereof) on such date, the Principal Portion due on each such date to the Securities Depository, which amounts so transferred, shall be, on the Interest and Principal Payment Date or Redemption Date, at the principal office of the Securities Depository, by wire transfer in immediately available funds. All payments made by the Agent to the Securities Depository or its nominee shall fully satisfy the Agent's obligations to pay the Principal Portion or Redemption Price of and the Interest Portion on the Certificates to the extent of such payments, and no securities depository participant (direct or indirect) or beneficial owner of any interest in any Certificate registered in the name of the Securities Depository or its nominee shall have any recourse against the Agent, the Lessee or the Lessor hereunder for any failure by the Securities Depository to remit payment to any direct or indirect participant therein or failure by any such participants to remit such payments to the beneficial owners of such Certificates.

Section 2.05. Registration and Transfer.

(a) The Agent shall keep at its corporate trust office books for the registration of exchange and transfer of Certificates. The Agent is appointed Registrar and transfer agent to keep such books and to make such registrations of exchanges and transfers under such regulations as the Agent may prescribe and on the terms and conditions set forth in the form of the Certificate and herein. Upon presentation for such purpose, the Registrar shall register the transfer or exchange on such books of such Certificates as hereinbefore provided.

(b) Certificates may be transferred upon the registration books upon delivery to the Agent of the 2023 Certificates accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Agent, duly executed by the registered owner of the 2023 Certificates to be transferred or his duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Certificates. No transfer of any Certificate shall be effective until entered on the registration books maintained by the Agent or its successor. In like manner, Certificates may be exchanged by the Owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Certificates of the same maturity and of Authorized Denomination or Denominations in the same aggregate principal amount and bearing the same rate of interest. Upon the registration of the transfer and the surrender of the Certificate, the Registrar shall provide in the name of the transferee, a new fully registered Certificate or Certificates of the same dated date, interest rate, aggregate principal amount and maturity date as the surrendered Certificate. The Registrar also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Agent reserves the right to charge a transfer fee for such transaction contemplated herein. The 2023 Certificates shall not be valid or obligatory in the hands of the Owners thereof unless executed by the manual signature of a duly authorized officer of the Agent. The Agent shall not be required to exchange or transfer any Certificate for a period of ten (10) days next preceding any selection of Certificates to be redeemed or thereafter until after the first publication or mailing of any notice of Redemption or

any Certificates called for Redemption or to exchange or transfer Certificates between any Record Date and the immediately succeeding Interest Payment Date.

ARTICLE III
REDEMPTION

Section 3.01. Redemption of 2023 Certificates; General. The 2023 Certificates are subject to Redemption pursuant to the provisions of this Article IV to the extent the Lessee is entitled or is required to make and does make a Prepayment of Fixed Rent pursuant to the provisions of the Lease. Any optional Redemption made pursuant to Section 3.02 hereof is subject to the conditions precedent that moneys or Government Obligations in (i) an amount equal to the Principal Portion of the Certificates to be so prepaid, calculated as of the Redemption Date shall have been deposited in the Principal Account, (ii) an amount equal to the Interest Portion of the 2023 Certificates to be so prepaid, calculated as of the Redemption Date shall have been deposited in the Interest Account, and (iii) an amount equal to the Redemption premium, if any, of the 2023 Certificates to be so prepaid calculated as of the Redemption Date, shall have been deposited in the Principal Account thirty (30) days prior to the date fixed for Redemption. If, on the Redemption Date, moneys or Government Obligations for the Redemption of all the Certificates or portions thereof of any like series and maturity to be prepaid, together with interest thereon to the Redemption Date, shall be held by the Agent so as to be available therefor on said date and if notice of Redemption shall have been given as aforesaid, then, from and after the Redemption Date interest on the Certificates or portions thereof of such series and maturity so called for Redemption shall cease to accrue and become payable. If said moneys or Government Obligations shall not be so available on the Redemption Date, such notice of Redemption shall be rescinded by the Agent upon the written direction of Lessee, shall be deemed to be null and void as if never given and such Certificates or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for Redemption.

Section 3.02.

(a) Optional Redemption. The 2023 Certificates maturing prior to June 1, 20__ are not subject to optional redemption prior to their respective stated maturity dates. The 2023 Certificates maturing on or after June 1, 20__ are subject to redemption, at the option of the Lessee, upon the prepayment of all or a portion of the Fixed Rent under the Lease, on or after June 1, 20__, in whole or in part on any date, at a redemption price equal to 100% of the Principal Portion of the 2023 Certificates, plus, in each case, the Interest Portion accrued and unpaid to the date fixed for redemption.

(b) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$ _____
20__*	_____

* Final maturity.

(c) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$_____
20__	_____
20__	_____
20__	_____
20__*	_____

* Final maturity.

(d) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$_____
20__	_____
20__	_____
20__	_____
20__*	_____

* Final maturity.

Section 3.03. Selection of Certificates for Redemption. If less than all of the 2023 Certificates are called for optional redemption, the Agent shall select such 2023 Certificates or portions thereof in such order of maturity and within a maturity by lot, as shall be determined by the Authority and communicated to the Agent in writing not less than sixty (60) days prior to such Redemption Date.

While DTC is the sole registered owner of the 2023 Certificates, such selection shall be made by DTC in accordance with the process then employed and adopted by DTC and as described in the Agent Agreement. The Authority shall only select 2023 Certificates in Authorized Denominations and any additional amounts available shall be transferred to the Interest Account and credited to the next Fixed Rent Payment due under the Lease in the appropriate account in the Certificate Fund.

Section 3.04. Partial Redemption of Certificate. Upon presentation and surrender of any 2021 Certificate prepaid in part only, the Agent shall execute and shall deliver to the Owner thereof, at the expense of the Lessee, a new 2021 Certificate or Certificates of Authorized Denominations and of the same maturity, CUSIP number, Redemption provisions, if any, and interest rate or rates equal in an aggregate principal amount equal to the unpaid portion of the 2021 Certificate surrendered.

Section 3.05. Notice of Redemption.

(a) The Agent is hereby directed, upon receipt of required notifications of any Redemption described in Sections 3.02, 3.03 and 3.04 above, to mail, first class mail, return receipt requested, a notice of Redemption not more than sixty (60) days and not less than thirty (30) days before the Redemption Date to the Owner of each 2021 Certificate to be prepaid in whole or in part (i.e., in \$5,000 increments as provided below). Failure to give all or any portion of such Notice by Mail to an Owner or any defect therein, shall not affect or nullify the validity of any proceedings for the Redemption of other 2023 Certificates. Deposit of any such notice in the United States mail shall constitute constructive receipt by such Owner. The Agent shall redeem on each respective Redemption Date the principal amount of 2023 Certificates or portions thereof (i.e., in \$5,000 increments as provided below) aggregating the amount to be then prepaid. So long as the Securities Depository remains the sole registered owner of the 2023 Certificates, the Agent shall be required only to send the notice of Redemption to the Securities Depository at the time and in the manner specified herein. Any failure of the Securities Depository to advise any of its participants ("Participants") or any failure of any Participant to notify any beneficial owner of any such notice and its content or effect shall not affect the validity of the proceedings for Redemption of the 2023 Certificates called for Redemption or of any other action premised on such notice.

Each notice of Redemption shall be dated as of the date of its mailing, and shall state the date of the original issuance of the 2023 Certificates, the Redemption Date, the place of Redemption, the CUSIP numbers of the 2023 Certificates to be prepaid, to the extent applicable, the Redemption Price, that the 2023 Certificates to be redeemed (or any portion thereof) will be payable only upon surrender thereof to the Agent, the distinctive numbers of the 2023 Certificates to be prepaid (if less than all the 2023 Certificates are to be prepaid the Principal Portion to be prepaid) the rate or rates of the Interest Portion of the Fixed Rent represented by the 2021 Certificated being prepaid, the maturity date of each 2021 Certificate or portion thereof being prepaid, and any other descriptive information needed to identify accurately the 2023 Certificates being prepaid and the fact that the corresponding Interest Portion of the Fixed Rent represented by the 2023 Certificates designated for Redemption shall cease to accrue from and after such Redemption Date and that on such date there will become due and payable on each of such 2023 Certificates the corresponding Redemption Price. The notices required to be given by this Section shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or stated on the 2023 Certificates.

While the Securities Depository is the sole registered owner of the 2023 Certificates, any selection by lot shall be made by the Securities Depository in accordance with the "standard call lottery process" or such other process adopted by the Securities Depository. In case part by not all of a 2021 Certificate shall be selected for Redemption, the Owner thereof or his or her attorney or legal representative shall present and surrender such 2021 Certificate to the Agent for payment of the Principal Portion or Redemption Price thereof so called for Redemption, and the Agent shall execute and deliver to or upon the order of such Owner or his or her legal representative, without charge therefor to the Owner, for the unprepaid portion of the Principal Portion of the 2021 Certificate so surrendered, a 2021 Certificate or Certificates of the same maturity, bearing interest at the same rate and of any Authorized Denomination or Denominations.

(b) Upon the payment of the Redemption Price of 2023 Certificates being prepaid, each check or other transfer of funds issued for such purpose shall bear the CUSIP

number identifying by issue and maturity, the 2023 Certificates being prepaid with the proceeds of such check or other transfer.

(c) If at the time of mailing of any notice of optional redemption there shall not have been deposited with the Agent amounts sufficient to redeem all of the 2023 Certificates that have been called for redemption, such notice shall state that it is conditional upon the deposit of such amounts with the Agent not later than the opening of business on the date set for redemption, and that such notice shall be of no effect unless such moneys are so deposited.

Section 3.06. Effect of Redemption. Notice of Redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of such 2023 Certificates (or portions thereof) being held by the Agent on the Redemption Date designated in such notice, the 2023 Certificates (or the portions thereof) so called for Redemption shall become due and payable at the Redemption Price specified in such notice and the Interest Portion of Fixed Rent represented by the 2023 Certificates so called for Redemption shall cease to accrue, such 2023 Certificates (or portions thereof) shall cease to be entitled to any benefit or security under the Agent Agreement, and the Owners of such 2023 Certificates shall have no rights in respect thereof except to receive payment of the Redemption Price. All 2023 Certificates prepaid pursuant to the provisions of this Article shall be canceled upon surrender thereof and shall be destroyed by the Agent.

Section 3.07. Payment Sources on Prepayment. On a Prepayment by Lessee of the entire Purchase Option Price of the Project, all Available Revenues held pursuant to the Agent Agreement and allocable to the Project shall be applied and credited toward such Redemption.

On a Prepayment by Lessee of part of the Purchase Option Price of the Project, any Net Proceeds not being applied toward a repair, reconstruction or restoration of the Project and any moneys in the Certificate Fund relating to the Project and not otherwise encumbered under the terms hereof, shall be applied and credited toward such Redemption.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Agent Agreement Binding Upon Parties and Successors; Parties Benefitted. This Third Supplemental Agent Agreement shall inure to the benefit of and shall be binding upon the Agent, the Lessor and the Lessee, and their respective successors and assigns, subject however, to the limitations contained herein. No Persons other than the Lessor, the Lessee, the Agent, the Owners of Certificates, and the successors and assigns of such organizations and Persons shall have any rights whatsoever under the Agent Agreement, except that the Bond Insurer shall be a third party beneficiary hereof.

Section 4.02. Agent Agreement in Several Counterparts. This Third Supplemental Agent Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 4.03. Applicable Law. This Third Supplemental Agent Agreement shall be construed and enforced according to the laws of the State of New Jersey.

Section 4.04. Severability of Invalid Provisions. If anyone or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 4.05. No Usury. Notwithstanding anything herein, or in the Lease or the 2023 Certificates or otherwise, the Lessee shall have no obligation to pay, and the Owners of the 2023 Certificates shall not charge, interest or charges in the nature of interest that would violate any legally binding limitation on interest rates.

Section 4.06. Notices. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon any party hereto, in connection with the Agent Agreement, shall be in writing and shall be delivered personally sent by a nationally recognized overnight delivery service (which shall be deemed received upon actual receipt by the addressee) or sent by certified or registered United States mail, return receipt requested, and, if so mailed shall be deemed to have been given and received on the second business day after the day it is deposited in the United States Mail, and if given otherwise shall be deemed to have been given on the second business day after the day so mailed, unless mailed outside the State of New Jersey, in which case it shall be deemed to have been given and received on the third business day after the day so mailed. Such notice shall be given to the parties at their following respective addresses or at such other address as either party may hereafter designate to the other party in writing in the manner hereinabove provided:

If to Lessor: Municipal Infrastructure Leasing 1 Inc
 c/o NW Financial Group, LLC
 10 Exchange Place, 17th Floor
 Jersey City, New Jersey 07302

If to Lessee: The North Hudson Sewerage Authority
 1600 Adams Street

Hoboken, New Jersey 07030

If to the Agent: TD Bank, National Association
12000 Horizon Way, 3rd Floor
Mount Laurel, New Jersey 08054

If to Rating Agency: Standard & Poor's Ratings Services
a division of The McGraw-Hill Companies
25 Broadway
New York, New York 10004

Section 4.07. Notice to Securities Depository with Respect Consents. In connection with any notice or other communication to be provided to Owners of Certificates pursuant to the Agent Agreement by the Agent with respect to any consent or other action to be taken by such Owners, the Agent shall establish a record date for such consent or other action and the date by which such consent or other action shall be received or taken ("Return Date") and give the Securities Depository notice of such record date and Return Date not less than fifteen (15) calendar days in advance of such record date, to the extent possible.

Section 4.08. No Personal Recourse. No personal recourse shall be had for any claim based on the Lease, the Agent Agreement or the 2023 Certificates against any member, officer, employee or agent past, present or future, of the Lessor, Lessee or Agent or of any successor body as such, either directly or through the Agent, the Lessor or Lessee, or any such successor body of any of them, all such liability being released as a condition of and as an explicit and material part of the consideration of the parties in entering into and delivering such documents and instruments.

Section 4.09. Headings for Convenience Only. The table of contents and descriptive headings in this Third Supplemental Agent Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 4.10. Survival of Provisions. The obligations of the Agent with respect to matters arising before the termination of the Agent Agreement (including the obligation to pay additional interest or the obligation to indemnify the Agent) shall survive the termination of the Agent Agreement. Any obligations of the Agent with respect to matters arising while it is Agent shall survive its termination or removal.

Section 4.11. Original Agent Agreement. Except as modified or supplemented hereby, the Original Agent Agreement shall remain in full force and effect and is hereby ratified and confirmed without impairment to any pledge, lien or assignment effected thereby.

Section 4.12 Bond Insurance. The provisions in Appendix D hereto are for the benefit of the Bond Insurer and shall remain in full force and effect as if set forth directly in the Agent Agreement or the Lease, as the case may be, for so long as the Policy is in effect or the Bond Insurer is owed any amount in connection therewith regardless of any conflict with the provisions of the Agent Agreement, the Lease, or any other document executed in connection with the 2023 Certificates.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agent Agreement to be executed in their respective names by their duly authorized representatives all as of _____, 2023.

ATTEST

MUNICIPAL INFRASTRUCTURE
LEASING 1 INC

By: _____

President

ATTEST

THE NORTH HUDSON SEWERAGE
AUTHORITY

By: _____

Chairman

TD BANK, NATIONAL ASSOCIATION

By: _____

Vice President

APPENDIX A

FORM OF THE 2023 Certificates

APPENDIX B

FORM OF REQUEST AND AUTHORIZATION

APPENDIX C

FIXED RENT PAYMENT SCHEDULE

<u>Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Total</u>	<u>FYE 1/31 D/S</u>
06/01/2024				-
12/01/2024	-			-
01/31/2025	-	-	-	-
06/01/2025				-
12/01/2025	-			-
01/31/2026	-	-	-	-
06/01/2026				-
12/01/2026	-			-
01/31/2027	-	-	-	-
06/01/2027				-
12/01/2027	-			-
01/31/2028	-	-	-	-
06/01/2028				-
12/01/2028	-			-
01/31/2029	-	-	-	-
06/01/2029				-
12/01/2029	-			-
01/31/2030	-	-	-	-
06/01/2030				-
12/01/2030	-			-
01/31/2031	-	-	-	-
06/01/2031				-
12/01/2031	-			-
01/31/2032	-	-	-	-
06/01/2032				-
12/01/2032	-			-
Totals:	<u>\$160,625,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

APPENDIX D

BOND INSURER REQUIREMENTS

The following provisions shall be deemed to be incorporated into the Agent Agreement as if set forth directly therein and shall govern, notwithstanding anything to the contrary set forth in the Agent Agreement:

Bond Insurer

- (a) The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Agent Agreement, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on Certificates.
- (b) The Bond Insurer shall be deemed to be the sole holder of the Insured 2023 Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the 2023 Certificates insured by it are entitled to take pursuant to the section or article of the Agent Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Agent. In furtherance thereof and as a term of the Agent Agreement and each Insured 2021 Certificate, the Agent and each Insured 2021 Certificate holder appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Lessor or Lessee 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, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Agent and each Insured 2021 Certificate holder delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of the Agent and each Insured 2021 Certificate holder 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. Remedies granted to the 2021 Certificate holders shall expressly include mandamus.
- (c) The security for the 2023 Certificates shall include a pledge of any agreement with any underlying obligor that is a source of payment for the 2023 Certificates and a default under any such agreement shall constitute an Event of Default under the Agent Agreement.
- (d) The maturity of 2023 Certificates insured by the Bond Insurer shall not be accelerated without the consent of the Bond Insurer and in the event the maturity of the 2023 Certificates is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Lessee) and the Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the

acceleration date as provided above, the Bond Insurer's obligations under the Insurance Policy with respect to such 2023 Certificates shall be fully discharged.

- (e) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Bond Insurer. No grace period shall be permitted for payment defaults.
- (f) The Bond Insurer shall be included as a third party beneficiary to the Agent Agreement.
- (g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of 2023 Certificates to be redeemed shall be subject to the approval of the Bond Insurer. The exercise of any provision of the Agent Agreement which permits the purchase of 2023 Certificates in lieu of redemption shall require the prior written approval of the Bond Insurer if any Bond so purchased is not cancelled upon purchase.
- (h) Any amendment, supplement, modification to, or waiver of, the Agent Agreement, Head Lease, Master Lease or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Certificate holders or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.
- (i) The rights granted to the Bond Insurer under the Agent Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the 2021 Certificate holders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Certificate holders or any other person is required in addition to the consent of the Bond Insurer.
- (j) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the 2023 Certificates unless the Bond Insurer otherwise approves.

To accomplish defeasance, the Lessee shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the 2023 Certificates in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the 2023 Certificates are no longer "Outstanding" under the Agent Agreement and (iv) a certificate of discharge of the Agent

with respect to the 2023 Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Lessee, Agent and Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

2023 Certificates shall be deemed "Outstanding" under the Agent Agreement unless and until they are in fact paid and retired or the above criteria are met.

- (k) Amounts paid by the Bond Insurer under the Insurance Policy shall not be deemed paid for purposes of the Agent Agreement and the 2023 Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Lessee in accordance with the Agent Agreement. The Agent Agreement shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.
- (l) Each of the Lessee and Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.
- (m) Claims Upon the Insurance Policy and Payments by and to the Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Agent, after making all transfers and deposits required under the Agent Agreement, moneys sufficient to pay the principal of and interest on the 2023 Certificates due on such Payment Date, the Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the "Bond Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the 2023 Certificates due on such Payment Date, the Agent shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the 2023 Certificates and the amount required to pay principal of the 2023 Certificates, confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Agent shall designate any portion of payment of principal on 2023 Certificates paid by the Bond 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 2023 Certificates registered to the then current 2021 Certificate holder, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Agent's failure to so designate any payment or issue any replacement 2021 Certificate shall have no effect on the amount of principal or interest payable by the Lessee on any 2021 Certificate or the subrogation rights of the Bond Insurer.

The Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any 2021 Certificate. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Agent.

Upon payment of a claim under the Insurance Policy, the Agent shall establish a separate special purpose trust account for the benefit of 2021 Certificate holders referred to herein as the "Policy Payments Account" and over which the Agent shall have exclusive control and sole right of withdrawal. The Agent shall receive any amount paid under the Insurance Policy in trust on behalf of 2021 Certificate holders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Agent to 2021 Certificate holders in the same manner as principal and interest payments are to be made with respect to the 2023 Certificates under the sections hereof regarding payment of 2023 Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Lessee agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Insurance Policy (the "Bond Insurer Advances"); and (ii) interest on such Bond Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Bond Insurer Reimbursement Amounts"). "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 at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the 2023 Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Lessee hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Gross Revenue and payable from such Gross Revenue on a parity with debt service due on the 2023 Certificates.

Funds held in the Policy Payments Account shall not be invested by the Agent and may not be applied to satisfy any costs, expenses or liabilities of the Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

- (n) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the 2023 Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Lessee to the Bond Insurer under the Related Documents shall survive discharge or termination of such Related Documents.
- (o) The Lessee shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Agent Agreement or any

other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Agent Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Agent Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Agent Agreement or any other Related Document.

- (p) After payment of reasonable expenses of the Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Lessee or rebate only after the payment of past due and current debt service on the 2023 Certificates and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.
- (q) The Bond Insurer shall be entitled to pay principal or interest on the 2023 Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Lessee (as such terms are defined in the Insurance Policy) and any amounts due on the 2023 Certificates as a result of acceleration of the maturity thereof, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.
- (r) The notice address of the Bond Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. ____, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."
- (s) The Bond Insurer shall be provided with the following information by the Lessee or Agent, as the case may be:
 - (i) Annual audited financial statements within 210 days after the end of the Lessee's fiscal year (together with a certification of the Lessee that it is not aware of any default or Event of Default under the Agent Agreement), and the Lessee's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;
 - (ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of 2023 Certificates;
 - (iii) Notice of any default known to the Agent or Lessee within five Business Days after knowledge thereof;
 - (iv) Prior notice of the advance refunding or redemption of any of the 2023 Certificates, including the principal amount, maturities and CUSIP numbers thereof;

- (v) Notice of the resignation or removal of the Agent and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any proceeding by or against the Lessee or Lessor commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the 2023 Certificates;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to 2021 Certificate holders under the terms of the Related Documents.

In addition, to the extent that the Lessee has entered into a continuing disclosure agreement, covenant or undertaking with respect to the 2023 Certificates, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

- (t) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.
- (u) The Lessee will permit the Bond Insurer to discuss the affairs, finances and accounts of the Lessee or any information the Bond Insurer may reasonably request regarding the security for the 2023 Certificates with appropriate officers of the Lessee and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Lessee on any business day upon reasonable prior notice.
- (v) The Lessee shall notify the Bond Insurer of any failure of the Lessee to provide notices, certificates and other information under the transaction documents.
- (w) Notwithstanding satisfaction of the other conditions to the issuance of Additional Certificates set forth in the Agent Agreement, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Fund Requirement (including the proposed issue) upon the issuance of such Additional Certificates, in either case unless otherwise permitted by the Bond Insurer. In the event Additional Certificates are issued as Variable Rate Certificates, the Bond Insurer shall be entitled to the same rights and remedies that are granted to any Credit Facility Provider to the extent the Agent Agreement does not expressly provide such rights to the Bond Insurer as of the date hereof.
- (x) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Agent Agreement would adversely affect the security for the 2023 Certificates or the rights of the 2021 Certificate holders, the Agent shall

consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

- (y) No contract shall be entered into or any action taken by which the rights of the Bond Insurer or security for or sources of payment of the 2023 Certificates may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.
- (z) If the 2023 Certificates are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Bond Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Agent for the Refunded Certificates, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Certificates shall have occurred.

**FORM OF
THIRD SUPPLEMENTAL AGENT AGREEMENT**

Among

TD BANK, NATIONAL ASSOCIATION

As Agent,

and

MUNICIPAL INFRASTRUCTURE LEASING 1 INC

As Lessor,

and

THE NORTH HUDSON SEWERAGE AUTHORITY

As Lessee.

Dated _____, 2023

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.01 Definitions	1
Section 1.02 Interpretations	4
ARTICLE II THE 2023 Certificates	5
Section 2.01 Authorization, Execution and Delivery of the 2023 Certificates	5
Section 2.02 Provisions of the 2023 Certificates	5
Section 2.03 Maturities; Rates of Interest.....	7
Section 2.04 Payment of Certificates; Security.....	7
Section 2.05 Registration and Transfer	8
ARTICLE III REDEMPTION	10
Section 3.01 Redemption of Certificates; General.....	10
Section 3.02 Optional Redemption.....	10
Section 3.03 Selection of Certificates for Redemption.....	10
Section 3.04 Partial Redemption of Certificate	10
Section 3.05 Notice of Redemption	11
Section 3.06 Effect of Redemption	12
Section 3.07 Payment Sources on Prepayment.....	12
ARTICLE IV MISCELLANEOUS	13
Section 4.01 Agent Agreement Binding Upon Parties and Successors; Parties Benefitted.....	13
Section 4.02 Agent Agreement in Several Counterparts	13
Section 4.03 Applicable Law	13
Section 4.04 Severability of Invalid Provisions	13
Section 4.05 No Usury	13
Section 4.06 Notices	13
Section 4.07 Notice to Securities Depository with Respect Consents.....	14
Section 4.08 No Personal Recourse	14
Section 4.09 Headings for Convenience Only	14
Section 4.10 Survival of Provisions	14
Section 4.11 No Third Party Beneficiaries	14
Section 4.12 Bond Insurance	14
APPENDIX A	FORM OF THE 2023 CERTIFICATES
APPENDIX B	FORM OF REQUEST AND AUTHORIZATION
APPENDIX C	FIXED RENT PAYMENT SCHEDULE
APPENDIX D	BOND INSURANCE PROVISIONS

This THIRD SUPPLEMENTAL AGENT AGREEMENT (the “Third Supplemental Agent Agreement”) is made as of _____, 2023 by and among TD Bank, National Association, as successor Agent and not in its individual capacity (“Agent”), MUNICIPAL INFRASTRUCTURE LEASING 1 INC, a New Jersey corporation (“Lessor” or “Landlord”) and THE NORTH HUDSON SEWERAGE AUTHORITY, a sewerage authority of the State of New Jersey (the “Authority”, “Lessee” or “Tenant”).

WHEREAS, the Authority has outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 2019 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000 (the “Target Certificates”); and

WHEREAS, the Authority has determined to invite holders of the Target Certificates to tender them for purchase and cancellation or redemption by the Authority (the “Invitation to Tender”), and to provide for the payment of same with the proceeds of Gross Revenue Senior Lien Lease Certificates to be issued in one or more Series in an aggregate amount not exceeding \$160,625,000 (the “Additional Certificates”, and sometimes the “2023 Certificates”) under and pursuant to an Agent Agreement dated as of May 24, 2012 (the “Original Agent Agreement”), as amended and supplemented by the Supplemental Agent Agreement dated as of November 22, 2019 (the “Supplemental Agent Agreement”), as amended and supplemented by the Second Supplemental Agent Agreement dated as of October 13, 2021 (the “Second Supplemental Agent Agreement”), and as further amended and supplemented by the Third Supplemental Agent Agreement dated as of _____, 2023, by and among the Agent, the Lessor and the Authority (the “Third Supplemental Agent Agreement”, together with the Original Agent Agreement, the Supplemental Agent Agreement and the Second Supplemental Agent Agreement, the “Agent Agreement”).

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Terms used herein, unless otherwise defined, shall have the meanings assigned to them in the Agent Agreement. Unless the context clearly requires otherwise, the terms “Lease” and “Agent Agreement” as used in the Original Agent Agreement shall be deemed to include the Second Amendment to the Master Lease dated October 13, 2021 and this Third Supplemental Agent Agreement.

“Agent” shall mean TD Bank, National Association, as successor agent and not in its individual capacity and its successors or assigns appointed as Agent hereunder.

“Agent Agreement” shall mean the Original Agent Agreement dated as of May 24, 2012 by and among the Agent, the Lessor, and the Lessee, as amended and supplemented by the Supplemental Agent Agreement dated as of November 22, 2019, the Second Supplemental Agent Agreement dated as of October 13, 2021, and as further amended and supplemented by this Third Supplemental Agent Agreement.

“Authorized Denominations” shall mean denominations of (1) \$5,000 or any integral multiple thereof with respect to Current Interest Certificates and (2) a maturity value of \$5,000 or any integral multiple thereof with respect to Capital Appreciation Certificates.

“Bond Insurer” means Assured Guaranty Municipal Corp. and its successors and assigns.

“Bond Insurance Policy” or “Policy” means the municipal bond insurance policy issued by the Bond Insurer insuring the scheduled payment of principal and interest on the 2023 Certificates.

“Certificate” or “Certificates” or “2023 Certificates” shall mean each Gross Revenue Senior Lien Lease Certificate of a Series, including the 2023 Certificates, a form of which is set forth in Appendix A hereto, executed and delivered by the Agent pursuant to the Agent Agreement as supplemented by this Third Supplemental Agent Agreement, and the Request and Authorization, each such Certificate representing a participatory interest in the Estate, comprising the Fixed Rent under the Lease, including the portion of the Fixed Rent designated as the Principal Portion due and payable on each Certificate on the maturity date, any sinking fund, serial maturity or Prepayment Date thereof and the designated Interest Portion of the Fixed Rent due and payable by the Agent to the holders of the Certificates, as provided in the Agent Agreement, to and including such maturity or Redemption Date, at the rate set forth in the Certificate, including the 2023 Certificates and any Additional Certificates authorized and issued hereunder, all of which have been assigned, conveyed and transferred herein to the Agent pursuant to Section 2.01(i) of the Agent Agreement.

“Effective Date” with respect to the 2023 Certificates shall mean _____, 2023, the dated date of the 2023 Certificates.

“Interest Payment Date” shall mean each June 1 and December 1.

“Interest Portion” or “Interest Portions” with respect to the 2023 Certificates shall mean with respect to each Fixed Rent Payment, the portion thereof which is interest on the 2023 Certificates, which for the 2023 Certificates shall be in the amounts set forth in Schedule 3.01 to the Lease, as the same may from time to time be adjusted pursuant to Section 3.10 of the Lease. The Interest Portion on the 2023 Certificates shall be computed on the basis of a 360-day year, consisting of twelve 30-day months.

“Lease” shall mean the Master Lease Agreement dated as of May 24, 2012, as amended on November 22, 2019, October 13, 2021, and as further amended on _____, 2023, between the Lessee or Tenant and the Lessor or Landlord, to be delivered contemporaneously herewith, as the same may be amended from time to time.

“Maturity Date” shall mean with respect to the 2023 Certificates, the final maturity date of the 2023 Certificates, June 1, 20__.

“Optional Redemption” with respect to the 2023 Certificates shall mean an optional redemption of the Principal Portion of Fixed Rent represented by the 2023 Certificates pursuant to Section 3.02 hereof.

“Principal Payment Date” with respect to the 2023 Certificates shall mean June 1 in each year.

“Principal Portion” or “Principal Portions” shall mean with respect to each Fixed Rent Payment, the portion thereof which is principal on the 2023 Certificates, which for the 2023 Certificates shall be in the amounts set forth in Schedule 3.01 to the Lease, as the same may from time to time be adjusted pursuant to Section 3.10 of the Lease.

“Proceeds” with respect to the 2023 Certificates shall mean the aggregate moneys paid by the initial purchaser of the 2023 Certificates to the Agent, including any accrued interest on the 2023 Certificates, which may be net of any applicable underwriter’s discount with respect to the 2023 Certificates issued hereunder.

“Purchase Option Price” with respect to the 2023 Certificates shall mean (a) in the event of the exercise of the Lessee of its option to prepay Fixed Rent pursuant the Lease, an amount equal to the Purchase Option Price specified in the Lease and (b) in the event the Lessee is required to prepay some Principal Portion of Fixed Rent pursuant to the Lease, an amount equal to the Principal Portion of Fixed Rent represented by the 2023 Certificates or portions thereof to be prepaid plus the Interest Portion of Fixed Rent accrued thereon, if any, to the Redemption Date payable upon presentment thereof pursuant to the provisions of such Certificates and the Agent Agreement.

“Purchase Price”, with respect to the 2023 Certificates for the purpose of computation of the Yield of the 2023 Certificates, shall have the same meaning as the term “issue price” in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the 2023 Certificates to the public (not including bond houses and brokers, or similar Persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the 2023 Certificates of each maturity are sold or, if the 2023 Certificates are privately placed, the price paid by the first buyer of the 2023 Certificates or the acquisition cost of the first buyer.

“Redemption” with respect to the 2023 Certificates shall mean the payment prior to the stated maturity dates thereof of the Principal Portions of all or less than all of the 2023 Certificates pursuant to Article IV hereof.

“Request and Authorization” with respect to the 2023 Certificates shall mean the Request and Authorization from the Lessor to the Agent, dated the Funding Date, directing the Agent to authenticate and deliver the 2023 Certificates and deposit the Proceeds into the various accounts, as indicated therein. The Request and Authorization shall be substantially in the form set forth in Appendix B hereto.

“Series” when used with respect to less than all of the 2023 Certificates, means all of the 2023 Certificates which are so designated as a Series by this Agent Agreement or a Supplemental Agent Agreement authorizing such Series of Certificates, regardless of variations in maturity, interest rate or other provisions, and any Certificates which are thereafter authenticated and delivered in lieu of or in substitution for any of such Certificates under and pursuant to the terms of the Agent Agreement; provided however, that notwithstanding the foregoing to the contrary, any Tax Exempt Certificates shall in no event be treated as being part of the same Series as Taxable Certificates.

“2023 Certificates” shall mean the 2023 Certificates authorized to be issued pursuant to Section 3.01 of this Third Supplemental Agent Agreement in the aggregate amount of \$160,625,000.

“Sinking Fund Installment” shall mean (i) those payments of the Principal Portion which are required by Section 4.02(b) of the Agent Agreement to be deposited in the Principal Account out of the Fixed Rent Payment made by the Lessee on each Fixed Rent Payment Date and applied toward the mandatory sinking fund Redemption of any particular Outstanding Certificates including the 2023 Certificates and (ii) with respect to any Additional Certificates, the amount required by the applicable Supplemental Agent Agreement to be deposited in the Principal Account out of the Fixed Rent Payment made by the Lessee on each Fixed Rent Payment Date toward the retirement of any particular Outstanding Additional Certificates. Sinking Fund Installment does not include any amount payable by reason only of the maturity of the 2023 Certificates or the Additional Certificates, as applicable.

“Substitute Credit Facility” shall mean a bond insurance policy, surety bond, line of credit or any other credit enhancement vehicle.

“Supplemental Agent Agreement” shall mean this Third Supplemental Agent Agreement entered into in accordance with Article VII of the Original Agent Agreement.

Section 1.02. Interpretations. The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the form of the 2023 Certificates), refer to the entire Agent Agreement.

ARTICLE II

THE 2023 Certificates

Section 2.01. Authorization, Execution and Delivery of the 2023 Certificates.

(a) The Agent shall issue, execute and deliver the 2023 Certificates in the principal amount of [\$160,625,000] Gross Revenue Senior Lien Lease Certificates, Series 2023 on the terms and conditions herein set forth, and as provided in the Request and Authorization. The aggregate principal amount of 2023 Certificates issued on the Funding Date shall be an amount equal to the Proceeds (less accrued interest) plus any underwriters' discount, which aggregate principal amount of 2023 Certificates shall equal the entire Principal Portion of all Fixed Rent initially specified in the Lease. The Proceeds shall be deposited in the various Funds and Accounts established hereunder as set forth in the Request and Authorization. The 2023 Certificates shall be executed by the manual signature of an Authorized Representative of the Agent, as authorized and directed by an executed Request and Authorization. The 2023 Certificates shall be substantially in the form set forth in Appendix A hereto, with such modifications and amendments to such form as may be necessary or appropriate to reflect the transactions authorized hereby.

Section 2.02. Provisions of the 2023 Certificates.

(a) (1) The 2023 Certificates shall be numbered consecutively from one (1) upwards. The 2023 Certificates shall be issued in fully registered form in Authorized Denominations. The Interest Portion of the Fixed Rent represented by each Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof unless they are executed as of an Interest Payment Date, in which event the Interest Portion thereof shall be payable from such Interest Payment Date, or unless the date of execution thereof is prior to the first Interest Payment Date, in which event the Interest Portion thereof shall be payable from the dated date.

(2) The 2023 Certificates shall be dated and bear interest from _____, 2023 (with respect to the Current Interest Certificates), shall be calculated on the basis of a 360-day year composed of twelve 30-day months payable initially on December 1, 2023 and semiannually thereafter on the first days of June and December of each and every year, until the maturity or prior Redemption thereof;

(3) Notwithstanding the foregoing, if, as shown by the records of the Agent, payment of the Interest Portion of the Fixed Rent represented by the 2023 Certificates shall be in default, the Interest Portion of the Fixed Rent represented by Certificates issued in exchange for the Certificates surrendered for transfer or exchange shall be paid from the last date to which such Interest Portion has been paid in full or duly provided for, or, if no Interest Portion has been paid in full or duly provided for, as represented by the 2023 Certificates, from the dated date.

(b) The 2023 Certificates, upon original issuance, are to be issued in the form of a single, fully registered Certificate for each maturity thereof, in denominations equal to the Principal Portion maturing on each such date, and shall be delivered to the Securities Depository or its nominee, CEDE & Co. ("Cede"). Each such Certificate shall be registered on the registration books kept by the Agent, as Registrar and transfer agent, in the name of the Securities Depository or, at the Securities Depository's option, in the name of Cede (or such other nominee as the

Securities Depository at the time shall request in writing to the Agent and Lessor and Lessee), as the Securities Depository's nominee, and no beneficial owners thereof will receive Certificates representing their respective interests in such Certificates, except in the event the Agent issues Replacement Certificates ("Replacement Certificates") as provided in Section 3.07 of the Agent Agreement.

As long as the 2023 Certificates are in book-entry only form, payment of the Interest Portion of any Certificates shall be made by wire transfer of immediately available funds to the account of Cede on the Interest Payment Date for the 2023 Certificates at the address and to the account indicated for Cede in the registry books of the Registrar.

(c) With respect to Certificates so registered in the name of Cede, the Agent, the Lessor and the Lessee shall have no responsibility or obligation to any DTC participant, indirect participant or beneficial owner of the 2023 Certificates. Without limiting the immediately preceding sentence, the Agent, the Lessor and the Lessee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant or indirect participant with respect to any beneficial ownership interest in the 2023 Certificates, (ii) the delivery to any DTC participant, indirect participant, beneficial owner or any other Person, other than DTC, of any notice with respect to the Certificates, including any notice of Redemption, or (iii) the payment to any DTC participant, indirect participant, beneficial owner or any other Person, other than DTC, of any amount with respect to the Principal Portion, Redemption Price, as applicable, or Interest Portion of, the 2023 Certificates. The Agent, the Lessor and the Lessee may treat DTC as, and deem DTC to be, the absolute Owner of each Certificate for the purpose of (i) payment of the Principal Portion, Redemption Price, as applicable, and the Interest Portion of, each such Certificate, (ii) giving notices of Redemption and other matters with respect to such Certificates, (iii) registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Agent shall pay all Principal Portions or Redemption Prices, as applicable, and Interest Portions of the 2023 Certificates only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Agent's obligations with respect thereto to the extent of the sum or sums so paid. No Person other than DTC shall receive a Certificate evidencing the obligation of the Agent to make payments of the Principal Portion or Redemption Price, as applicable, and the Interest Portion thereof pursuant to the Agent Agreement. Upon delivery by DTC to the Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in the Agent Agreement shall refer to such new nominee of DTC.

(d) DTC may determine to discontinue providing its services with respect to the 2023 Certificates at any time by giving written notice to the Agent and discharging its responsibilities with respect thereto under applicable law.

(e) The Agent, (i) upon written direction of the Lessee, in the Lessee's sole discretion and without the consent of any other Person, shall terminate the services of DTC with respect to the 2023 Certificates, and (ii) shall terminate the services of DTC with respect to the 2023 Certificates upon receipt by the Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants or indirect participants having interests, as shown in the records of DTC, in an aggregate amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Certificates to the effect, that: (i) DTC is unable to discharge its responsibilities with respect to the 2023 Certificates; or (ii) a continuation of the requirement that all of the Outstanding Certificates be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of the 2023 Certificates.

(f) Upon the termination of the services of DTC with respect to the 2023 Certificates, or upon the discontinuance or termination of the services of DTC with respect to the 2023 Certificates after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Lessee, is willing and able to undertake such functions upon reasonable and customary terms, the Lessee, at its sole cost and expense, shall arrange for the preparation of certificated Certificates and the 2023 Certificates shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede as nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the Agent Agreement.

(g) Notwithstanding any other provision of the Agent Agreement to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to the Principal Portion or Redemption Price, as applicable, and the Interest Portion of, and all notices with respect to, such Certificate shall be made and given, respectively to DTC.

(h) In connection with any notice or other communication to be provided to Owners pursuant to the Agent Agreement by the Agent with respect to any consent or other action to be taken by Owners, the Agent, as the case may be, shall establish a Record Date for such consent or other action and give DTC notice of such Record Date not less than fifteen (15) calendar days in advance of such Record Date to the extent possible.

Section 2.03. Maturities; Rates of Interest. The 2023 Certificates shall mature as to Principal Portions and shall bear interest at the rates (computed on the basis of a 360-day year having twelve 30-day months), as set forth in Appendix C hereto. The 2023 Certificates shall be subject to Redemption as set forth in Article IV hereof.

Section 2.04. Payment of Certificates; Security.

(a) The 2023 Certificates shall be secured on a parity basis with all other outstanding Certificates (as described in Section 201 of the Agent Agreement) by the liens, security interests and assignments created by the Agent Agreement and the Lease and shall be payable (whether at maturity or upon Redemption or acceleration) as to the Principal Portion or Redemption Price, if any, in then lawful money of the United States of America at the principal corporate trust office of the Agent upon surrender of the 2023 Certificates. Payment of the corresponding Interest Portion of the Fixed Rent represented by the 2023 Certificates shall be payable to the Person appearing in the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner by wire transfer as provided in Section 3.05(b) when the Securities Depository is the Owner, otherwise by check mailed (first class postage prepaid), or delivered on the Interest Payment Date to such Owner's address as it appears on the registration books of the Registrar on the Record Date; except, in each case, that, if and to the extent that there shall be a default in the payment of the Interest Portion of the Fixed Rent represented by the 2023 Certificates due on such corresponding Interest Payment Date, such defaulted Interest Portion shall cease to be payable to the Registered Owner thereof on the Record Date, but shall be paid to the Owners in whose name any such Certificates are registered at the close of business on the tenth (10) Business Day ("Special Record Date") next preceding the date of payment of such defaulted Interest Portion ("Special Payment Date"). Such Special Payment Date shall be fixed by the Agent whenever moneys become available for the payment of the defaulted interest and notice of the Special Payment Date shall be given by mail to the Registered Owner thereof as of the Special Record Date not less than ten (10) days prior to the Special Payment Date. Payment of or on account of the corresponding Interest Portions and

Principal Portions of the Fixed Rent represented by each Certificate shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and to discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

(b) So long as the 2023 Certificates are registered in the name of the Securities Depository or its nominee, to the extent available, the Agent shall transfer (i) on each Interest Payment Date, the Interest Portion due on each such date to the Securities Depository, and (ii) on each Principal Payment Date or Redemption Date, upon surrender of the Certificates maturing or being prepaid in full (without the requirement of surrendering any such Certificate on a partial Redemption thereof) on such date, the Principal Portion due on each such date to the Securities Depository, which amounts so transferred, shall be, on the Interest and Principal Payment Date or Redemption Date, at the principal office of the Securities Depository, by wire transfer in immediately available funds. All payments made by the Agent to the Securities Depository or its nominee shall fully satisfy the Agent's obligations to pay the Principal Portion or Redemption Price of and the Interest Portion on the Certificates to the extent of such payments, and no securities depository participant (direct or indirect) or beneficial owner of any interest in any Certificate registered in the name of the Securities Depository or its nominee shall have any recourse against the Agent, the Lessee or the Lessor hereunder for any failure by the Securities Depository to remit payment to any direct or indirect participant therein or failure by any such participants to remit such payments to the beneficial owners of such Certificates.

Section 2.05. Registration and Transfer.

(a) The Agent shall keep at its corporate trust office books for the registration of exchange and transfer of Certificates. The Agent is appointed Registrar and transfer agent to keep such books and to make such registrations of exchanges and transfers under such regulations as the Agent may prescribe and on the terms and conditions set forth in the form of the Certificate and herein. Upon presentation for such purpose, the Registrar shall register the transfer or exchange on such books of such Certificates as hereinbefore provided.

(b) Certificates may be transferred upon the registration books upon delivery to the Agent of the 2023 Certificates accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Agent, duly executed by the registered owner of the 2023 Certificates to be transferred or his duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Certificates. No transfer of any Certificate shall be effective until entered on the registration books maintained by the Agent or its successor. In like manner, Certificates may be exchanged by the Owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Certificates of the same maturity and of Authorized Denomination or Denominations in the same aggregate principal amount and bearing the same rate of interest. Upon the registration of the transfer and the surrender of the Certificate, the Registrar shall provide in the name of the transferee, a new fully registered Certificate or Certificates of the same dated date, interest rate, aggregate principal amount and maturity date as the surrendered Certificate. The Registrar also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Agent reserves the right to charge a transfer fee for such transaction contemplated herein. The 2023 Certificates shall not be valid or obligatory in the hands of the Owners thereof unless executed by the manual signature of a duly authorized officer of the Agent. The Agent shall not be required to exchange or transfer any Certificate for a period of ten (10) days next preceding any selection of Certificates to be redeemed or thereafter until after the first publication or mailing of any notice of Redemption or

any Certificates called for Redemption or to exchange or transfer Certificates between any Record Date and the immediately succeeding Interest Payment Date.

ARTICLE III
REDEMPTION

Section 3.01. Redemption of 2023 Certificates; General. The 2023 Certificates are subject to Redemption pursuant to the provisions of this Article IV to the extent the Lessee is entitled or is required to make and does make a Prepayment of Fixed Rent pursuant to the provisions of the Lease. Any optional Redemption made pursuant to Section 3.02 hereof is subject to the conditions precedent that moneys or Government Obligations in (i) an amount equal to the Principal Portion of the Certificates to be so prepaid, calculated as of the Redemption Date shall have been deposited in the Principal Account, (ii) an amount equal to the Interest Portion of the 2023 Certificates to be so prepaid, calculated as of the Redemption Date shall have been deposited in the Interest Account, and (iii) an amount equal to the Redemption premium, if any, of the 2023 Certificates to be so prepaid calculated as of the Redemption Date, shall have been deposited in the Principal Account thirty (30) days prior to the date fixed for Redemption. If, on the Redemption Date, moneys or Government Obligations for the Redemption of all the Certificates or portions thereof of any like series and maturity to be prepaid, together with interest thereon to the Redemption Date, shall be held by the Agent so as to be available therefor on said date and if notice of Redemption shall have been given as aforesaid, then, from and after the Redemption Date interest on the Certificates or portions thereof of such series and maturity so called for Redemption shall cease to accrue and become payable. If said moneys or Government Obligations shall not be so available on the Redemption Date, such notice of Redemption shall be rescinded by the Agent upon the written direction of Lessee, shall be deemed to be null and void as if never given and such Certificates or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for Redemption.

Section 3.02.

(a) Optional Redemption. The 2023 Certificates maturing prior to June 1, 20__ are not subject to optional redemption prior to their respective stated maturity dates. The 2023 Certificates maturing on or after June 1, 20__ are subject to redemption, at the option of the Lessee, upon the prepayment of all or a portion of the Fixed Rent under the Lease, on or after June 1, 20__, in whole or in part on any date, at a redemption price equal to 100% of the Principal Portion of the 2023 Certificates, plus, in each case, the Interest Portion accrued and unpaid to the date fixed for redemption.

(b) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$ _____
20__*	_____

* Final maturity.

(c) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$_____
20__	_____
20__	_____
20__	_____
20__*	_____

* Final maturity.

(d) Mandatory Sinking Fund Redemption. (i) The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

Year	Principal Payment
20__	\$_____
20__	_____
20__	_____
20__	_____
20__*	_____

* Final maturity.

Section 3.03. Selection of Certificates for Redemption. If less than all of the 2023 Certificates are called for optional redemption, the Agent shall select such 2023 Certificates or portions thereof in such order of maturity and within a maturity by lot, as shall be determined by the Authority and communicated to the Agent in writing not less than sixty (60) days prior to such Redemption Date.

While DTC is the sole registered owner of the 2023 Certificates, such selection shall be made by DTC in accordance with the process then employed and adopted by DTC and as described in the Agent Agreement. The Authority shall only select 2023 Certificates in Authorized Denominations and any additional amounts available shall be transferred to the Interest Account and credited to the next Fixed Rent Payment due under the Lease in the appropriate account in the Certificate Fund.

Section 3.04. Partial Redemption of Certificate. Upon presentation and surrender of any 2021 Certificate prepaid in part only, the Agent shall execute and shall deliver to the Owner thereof, at the expense of the Lessee, a new 2021 Certificate or Certificates of Authorized Denominations and of the same maturity, CUSIP number, Redemption provisions, if any, and interest rate or rates equal in an aggregate principal amount equal to the unpaid portion of the 2021 Certificate surrendered.

Section 3.05. Notice of Redemption.

(a) The Agent is hereby directed, upon receipt of required notifications of any Redemption described in Sections 3.02, 3.03 and 3.04 above, to mail, first class mail, return receipt requested, a notice of Redemption not more than sixty (60) days and not less than thirty (30) days before the Redemption Date to the Owner of each 2021 Certificate to be prepaid in whole or in part (i.e., in \$5,000 increments as provided below). Failure to give all or any portion of such Notice by Mail to an Owner or any defect therein, shall not affect or nullify the validity of any proceedings for the Redemption of other 2023 Certificates. Deposit of any such notice in the United States mail shall constitute constructive receipt by such Owner. The Agent shall redeem on each respective Redemption Date the principal amount of 2023 Certificates or portions thereof (i.e., in \$5,000 increments as provided below) aggregating the amount to be then prepaid. So long as the Securities Depository remains the sole registered owner of the 2023 Certificates, the Agent shall be required only to send the notice of Redemption to the Securities Depository at the time and in the manner specified herein. Any failure of the Securities Depository to advise any of its participants ("Participants") or any failure of any Participant to notify any beneficial owner of any such notice and its content or effect shall not affect the validity of the proceedings for Redemption of the 2023 Certificates called for Redemption or of any other action premised on such notice.

Each notice of Redemption shall be dated as of the date of its mailing, and shall state the date of the original issuance of the 2023 Certificates, the Redemption Date, the place of Redemption, the CUSIP numbers of the 2023 Certificates to be prepaid, to the extent applicable, the Redemption Price, that the 2023 Certificates to be redeemed (or any portion thereof) will be payable only upon surrender thereof to the Agent, the distinctive numbers of the 2023 Certificates to be prepaid (if less than all the 2023 Certificates are to be prepaid the Principal Portion to be prepaid) the rate or rates of the Interest Portion of the Fixed Rent represented by the 2021 Certificated being prepaid, the maturity date of each 2021 Certificate or portion thereof being prepaid, and any other descriptive information needed to identify accurately the 2023 Certificates being prepaid and the fact that the corresponding Interest Portion of the Fixed Rent represented by the 2023 Certificates designated for Redemption shall cease to accrue from and after such Redemption Date and that on such date there will become due and payable on each of such 2023 Certificates the corresponding Redemption Price. The notices required to be given by this Section shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or stated on the 2023 Certificates.

While the Securities Depository is the sole registered owner of the 2023 Certificates, any selection by lot shall be made by the Securities Depository in accordance with the "standard call lottery process" or such other process adopted by the Securities Depository. In case part by not all of a 2021 Certificate shall be selected for Redemption, the Owner thereof or his or her attorney or legal representative shall present and surrender such 2021 Certificate to the Agent for payment of the Principal Portion or Redemption Price thereof so called for Redemption, and the Agent shall execute and deliver to or upon the order of such Owner or his or her legal representative, without charge therefor to the Owner, for the unprepaid portion of the Principal Portion of the 2021 Certificate so surrendered, a 2021 Certificate or Certificates of the same maturity, bearing interest at the same rate and of any Authorized Denomination or Denominations.

(b) Upon the payment of the Redemption Price of 2023 Certificates being prepaid, each check or other transfer of funds issued for such purpose shall bear the CUSIP

number identifying by issue and maturity, the 2023 Certificates being prepaid with the proceeds of such check or other transfer.

(c) If at the time of mailing of any notice of optional redemption there shall not have been deposited with the Agent amounts sufficient to redeem all of the 2023 Certificates that have been called for redemption, such notice shall state that it is conditional upon the deposit of such amounts with the Agent not later than the opening of business on the date set for redemption, and that such notice shall be of no effect unless such moneys are so deposited.

Section 3.06. Effect of Redemption. Notice of Redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of such 2023 Certificates (or portions thereof) being held by the Agent on the Redemption Date designated in such notice, the 2023 Certificates (or the portions thereof) so called for Redemption shall become due and payable at the Redemption Price specified in such notice and the Interest Portion of Fixed Rent represented by the 2023 Certificates so called for Redemption shall cease to accrue, such 2023 Certificates (or portions thereof) shall cease to be entitled to any benefit or security under the Agent Agreement, and the Owners of such 2023 Certificates shall have no rights in respect thereof except to receive payment of the Redemption Price. All 2023 Certificates prepaid pursuant to the provisions of this Article shall be canceled upon surrender thereof and shall be destroyed by the Agent.

Section 3.07. Payment Sources on Prepayment. On a Prepayment by Lessee of the entire Purchase Option Price of the Project, all Available Revenues held pursuant to the Agent Agreement and allocable to the Project shall be applied and credited toward such Redemption.

On a Prepayment by Lessee of part of the Purchase Option Price of the Project, any Net Proceeds not being applied toward a repair, reconstruction or restoration of the Project and any moneys in the Certificate Fund relating to the Project and not otherwise encumbered under the terms hereof, shall be applied and credited toward such Redemption.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Agent Agreement Binding Upon Parties and Successors; Parties Benefitted. This Third Supplemental Agent Agreement shall inure to the benefit of and shall be binding upon the Agent, the Lessor and the Lessee, and their respective successors and assigns, subject however, to the limitations contained herein. No Persons other than the Lessor, the Lessee, the Agent, the Owners of Certificates, and the successors and assigns of such organizations and Persons shall have any rights whatsoever under the Agent Agreement, except that the Bond Insurer shall be a third party beneficiary hereof.

Section 4.02. Agent Agreement in Several Counterparts. This Third Supplemental Agent Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 4.03. Applicable Law. This Third Supplemental Agent Agreement shall be construed and enforced according to the laws of the State of New Jersey.

Section 4.04. Severability of Invalid Provisions. If anyone or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 4.05. No Usury. Notwithstanding anything herein, or in the Lease or the 2023 Certificates or otherwise, the Lessee shall have no obligation to pay, and the Owners of the 2023 Certificates shall not charge, interest or charges in the nature of interest that would violate any legally binding limitation on interest rates.

Section 4.06. Notices. Any notices, statements, demands, consents, approvals or other communications required or permitted to be given or to be served upon any party hereto, in connection with the Agent Agreement, shall be in writing and shall be delivered personally sent by a nationally recognized overnight delivery service (which shall be deemed received upon actual receipt by the addressee) or sent by certified or registered United States mail, return receipt requested, and, if so mailed shall be deemed to have been given and received on the second business day after the day it is deposited in the United States Mail, and if given otherwise shall be deemed to have been given on the second business day after the day so mailed, unless mailed outside the State of New Jersey, in which case it shall be deemed to have been given and received on the third business day after the day so mailed. Such notice shall be given to the parties at their following respective addresses or at such other address as either party may hereafter designate to the other party in writing in the manner hereinabove provided:

If to Lessor: Municipal Infrastructure Leasing 1 Inc
 c/o NW Financial Group, LLC
 10 Exchange Place, 17th Floor
 Jersey City, New Jersey 07302

If to Lessee: The North Hudson Sewerage Authority
 1600 Adams Street

Hoboken, New Jersey 07030

If to the Agent: TD Bank, National Association
12000 Horizon Way, 3rd Floor
Mount Laurel, New Jersey 08054

If to Rating Agency: Standard & Poor's Ratings Services
a division of The McGraw-Hill Companies
25 Broadway
New York, New York 10004

Section 4.07. Notice to Securities Depository with Respect Consents. In connection with any notice or other communication to be provided to Owners of Certificates pursuant to the Agent Agreement by the Agent with respect to any consent or other action to be taken by such Owners, the Agent shall establish a record date for such consent or other action and the date by which such consent or other action shall be received or taken ("Return Date") and give the Securities Depository notice of such record date and Return Date not less than fifteen (15) calendar days in advance of such record date, to the extent possible.

Section 4.08. No Personal Recourse. No personal recourse shall be had for any claim based on the Lease, the Agent Agreement or the 2023 Certificates against any member, officer, employee or agent past, present or future, of the Lessor, Lessee or Agent or of any successor body as such, either directly or through the Agent, the Lessor or Lessee, or any such successor body of any of them, all such liability being released as a condition of and as an explicit and material part of the consideration of the parties in entering into and delivering such documents and instruments.

Section 4.09. Headings for Convenience Only. The table of contents and descriptive headings in this Third Supplemental Agent Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 4.10. Survival of Provisions. The obligations of the Agent with respect to matters arising before the termination of the Agent Agreement (including the obligation to pay additional interest or the obligation to indemnify the Agent) shall survive the termination of the Agent Agreement. Any obligations of the Agent with respect to matters arising while it is Agent shall survive its termination or removal.

Section 4.11. Original Agent Agreement. Except as modified or supplemented hereby, the Original Agent Agreement shall remain in full force and effect and is hereby ratified and confirmed without impairment to any pledge, lien or assignment effected thereby.

Section 4.12 Bond Insurance. The provisions in Appendix D hereto are for the benefit of the Bond Insurer and shall remain in full force and effect as if set forth directly in the Agent Agreement or the Lease, as the case may be, for so long as the Policy is in effect or the Bond Insurer is owed any amount in connection therewith regardless of any conflict with the provisions of the Agent Agreement, the Lease, or any other document executed in connection with the 2023 Certificates.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agent Agreement to be executed in their respective names by their duly authorized representatives all as of _____, 2023.

ATTEST

MUNICIPAL INFRASTRUCTURE
LEASING 1 INC

By: _____

President

ATTEST

THE NORTH HUDSON SEWERAGE
AUTHORITY

By: _____

Chairman

TD BANK, NATIONAL ASSOCIATION

By: _____

Vice President

APPENDIX A

FORM OF THE 2023 Certificates

APPENDIX B

FORM OF REQUEST AND AUTHORIZATION

APPENDIX C

FIXED RENT PAYMENT SCHEDULE

<u>Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Total</u>	<u>FYE 1/31 D/S</u>
06/01/2024				-
12/01/2024	-			-
01/31/2025	-	-	-	-
06/01/2025				-
12/01/2025	-			-
01/31/2026	-	-	-	-
06/01/2026				-
12/01/2026	-			-
01/31/2027	-	-	-	-
06/01/2027				-
12/01/2027	-			-
01/31/2028	-	-	-	-
06/01/2028				-
12/01/2028	-			-
01/31/2029	-	-	-	-
06/01/2029				-
12/01/2029	-			-
01/31/2030	-	-	-	-
06/01/2030				-
12/01/2030	-			-
01/31/2031	-	-	-	-
06/01/2031				-
12/01/2031	-			-
01/31/2032	-	-	-	-
06/01/2032				-
12/01/2032	-			-
Totals:	<u>\$160,625,000</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

APPENDIX D

BOND INSURER REQUIREMENTS

The following provisions shall be deemed to be incorporated into the Agent Agreement as if set forth directly therein and shall govern, notwithstanding anything to the contrary set forth in the Agent Agreement:

Bond Insurer

- (a) The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Reserve Fund, if any. Notwithstanding anything to the contrary set forth in the Agent Agreement, amounts on deposit in the Reserve Fund shall be applied solely to the payment of debt service due on Certificates.
- (b) The Bond Insurer shall be deemed to be the sole holder of the Insured 2023 Certificates for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the 2023 Certificates insured by it are entitled to take pursuant to the section or article of the Agent Agreement pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Agent. In furtherance thereof and as a term of the Agent Agreement and each Insured 2021 Certificate, the Agent and each Insured 2021 Certificate holder appoint the Bond Insurer as their agent and attorney-in-fact and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Lessor or Lessee 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, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Agent and each Insured 2021 Certificate holder delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of the Agent and each Insured 2021 Certificate holder 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. Remedies granted to the 2021 Certificate holders shall expressly include mandamus.
- (c) The security for the 2023 Certificates shall include a pledge of any agreement with any underlying obligor that is a source of payment for the 2023 Certificates and a default under any such agreement shall constitute an Event of Default under the Agent Agreement.
- (d) The maturity of 2023 Certificates insured by the Bond Insurer shall not be accelerated without the consent of the Bond Insurer and in the event the maturity of the 2023 Certificates is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal, and interest accrued on such principal, to the date of acceleration (to the extent unpaid by the Lessee) and the Agent shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the

acceleration date as provided above, the Bond Insurer's obligations under the Insurance Policy with respect to such 2023 Certificates shall be fully discharged.

- (e) No grace period for a covenant default shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Bond Insurer. No grace period shall be permitted for payment defaults.
- (f) The Bond Insurer shall be included as a third party beneficiary to the Agent Agreement.
- (g) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of 2023 Certificates to be redeemed shall be subject to the approval of the Bond Insurer. The exercise of any provision of the Agent Agreement which permits the purchase of 2023 Certificates in lieu of redemption shall require the prior written approval of the Bond Insurer if any Bond so purchased is not cancelled upon purchase.
- (h) Any amendment, supplement, modification to, or waiver of, the Agent Agreement, Head Lease, Master Lease or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Certificate holders or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.
- (i) The rights granted to the Bond Insurer under the Agent Agreement or any other Related Document to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the 2021 Certificate holders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Certificate holders or any other person is required in addition to the consent of the Bond Insurer.
- (j) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the 2023 Certificates unless the Bond Insurer otherwise approves.

To accomplish defeasance, the Lessee shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the 2023 Certificates in full on the maturity or redemption date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (iii) an opinion of nationally recognized bond counsel to the effect that the 2023 Certificates are no longer "Outstanding" under the Agent Agreement and (iv) a certificate of discharge of the Agent

with respect to the 2023 Certificates; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Lessee, Agent and Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

2023 Certificates shall be deemed "Outstanding" under the Agent Agreement unless and until they are in fact paid and retired or the above criteria are met.

- (k) Amounts paid by the Bond Insurer under the Insurance Policy shall not be deemed paid for purposes of the Agent Agreement and the 2023 Certificates relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Lessee in accordance with the Agent Agreement. The Agent Agreement shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.
- (l) Each of the Lessee and Agent covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.
- (m) Claims Upon the Insurance Policy and Payments by and to the Bond Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Agent, after making all transfers and deposits required under the Agent Agreement, moneys sufficient to pay the principal of and interest on the 2023 Certificates due on such Payment Date, the Agent shall give notice to the Bond Insurer and to its designated agent (if any) (the "Bond Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the 2023 Certificates due on such Payment Date, the Agent shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the 2023 Certificates and the amount required to pay principal of the 2023 Certificates, confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Agent shall designate any portion of payment of principal on 2023 Certificates paid by the Bond 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 2023 Certificates registered to the then current 2021 Certificate holder, whether DTC or its nominee or otherwise, and shall issue a replacement Certificate to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Agent's failure to so designate any payment or issue any replacement 2021 Certificate shall have no effect on the amount of principal or interest payable by the Lessee on any 2021 Certificate or the subrogation rights of the Bond Insurer.

The Agent shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any 2021 Certificate. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Agent.

Upon payment of a claim under the Insurance Policy, the Agent shall establish a separate special purpose trust account for the benefit of 2021 Certificate holders referred to herein as the "Policy Payments Account" and over which the Agent shall have exclusive control and sole right of withdrawal. The Agent shall receive any amount paid under the Insurance Policy in trust on behalf of 2021 Certificate holders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Agent to 2021 Certificate holders in the same manner as principal and interest payments are to be made with respect to the 2023 Certificates under the sections hereof regarding payment of 2023 Certificates. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Lessee agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Insurance Policy (the "Bond Insurer Advances"); and (ii) interest on such Bond Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Bond Insurer Reimbursement Amounts"). "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 at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the 2023 Certificates and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Lessee hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Gross Revenue and payable from such Gross Revenue on a parity with debt service due on the 2023 Certificates.

Funds held in the Policy Payments Account shall not be invested by the Agent and may not be applied to satisfy any costs, expenses or liabilities of the Agent. Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

- (n) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the 2023 Certificates, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Lessee to the Bond Insurer under the Related Documents shall survive discharge or termination of such Related Documents.
- (o) The Lessee shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Agent Agreement or any

other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Agent Agreement or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Agent Agreement or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Agent Agreement or any other Related Document.

- (p) After payment of reasonable expenses of the Agent, the application of funds realized upon default shall be applied to the payment of expenses of the Lessee or rebate only after the payment of past due and current debt service on the 2023 Certificates and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.
- (q) The Bond Insurer shall be entitled to pay principal or interest on the 2023 Certificates that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Lessee (as such terms are defined in the Insurance Policy) and any amounts due on the 2023 Certificates as a result of acceleration of the maturity thereof, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Insurance Policy) or a claim upon the Insurance Policy.
- (r) The notice address of the Bond Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. ____, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."
- (s) The Bond Insurer shall be provided with the following information by the Lessee or Agent, as the case may be:
 - (i) Annual audited financial statements within 210 days after the end of the Lessee's fiscal year (together with a certification of the Lessee that it is not aware of any default or Event of Default under the Agent Agreement), and the Lessee's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;
 - (ii) Notice of any draw upon the Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Fund Requirement and (ii) withdrawals in connection with a refunding of 2023 Certificates;
 - (iii) Notice of any default known to the Agent or Lessee within five Business Days after knowledge thereof;
 - (iv) Prior notice of the advance refunding or redemption of any of the 2023 Certificates, including the principal amount, maturities and CUSIP numbers thereof;

- (v) Notice of the resignation or removal of the Agent and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) Notice of the commencement of any proceeding by or against the Lessee or Lessor commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");
- (vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the 2023 Certificates;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered to 2021 Certificate holders under the terms of the Related Documents.

In addition, to the extent that the Lessee has entered into a continuing disclosure agreement, covenant or undertaking with respect to the 2023 Certificates, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

- (t) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.
- (u) The Lessee will permit the Bond Insurer to discuss the affairs, finances and accounts of the Lessee or any information the Bond Insurer may reasonably request regarding the security for the 2023 Certificates with appropriate officers of the Lessee and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Lessee on any business day upon reasonable prior notice.
- (v) The Lessee shall notify the Bond Insurer of any failure of the Lessee to provide notices, certificates and other information under the transaction documents.
- (w) Notwithstanding satisfaction of the other conditions to the issuance of Additional Certificates set forth in the Agent Agreement, no such issuance may occur (1) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (2) unless the Reserve Fund is fully funded at the Reserve Fund Requirement (including the proposed issue) upon the issuance of such Additional Certificates, in either case unless otherwise permitted by the Bond Insurer. In the event Additional Certificates are issued as Variable Rate Certificates, the Bond Insurer shall be entitled to the same rights and remedies that are granted to any Credit Facility Provider to the extent the Agent Agreement does not expressly provide such rights to the Bond Insurer as of the date hereof.
- (x) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Agent Agreement would adversely affect the security for the 2023 Certificates or the rights of the 2021 Certificate holders, the Agent shall

consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy.

- (y) No contract shall be entered into or any action taken by which the rights of the Bond Insurer or security for or sources of payment of the 2023 Certificates may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.
- (z) If the 2023 Certificates are issued for refunding purposes, there shall be delivered an opinion of Bond Counsel addressed to the Bond Insurer (or a reliance letter relating thereto), or a certificate of discharge of the Agent for the Refunded Certificates, to the effect that, upon the making of the required deposit to the escrow, the legal defeasance of the Refunded Certificates shall have occurred.

Appendix E

FORM OF Third Amendment to the Master Lease Agreement

FORM OF

**THIRD AMENDMENT TO THE MASTER LEASE AGREEMENT
BETWEEN MUNICIPAL INFRASTRUCTURE LEASING 1 INC
AND THE NORTH HUDSON SEWERAGE AUTHORITY DATED
AS OF MAY 24, 2012**

WHEREAS, The North Hudson Sewerage Authority (the “Authority”, and sometimes the “Tenant”) has outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) authenticated November 22, 20219 and maturing on June 1, 2024 through June 1, 2044 in the aggregate principal amount of \$155,020,000 (the “Target Certificates”);

WHEREAS, with respect to the issuance of the Target Certificates, the Authority entered into a Master Lease Agreement with Municipal Infrastructure Leasing 1 Inc (the “Landlord”, and sometimes the “Lessor”) dated as of May 24, 2012, as amended on November 22, 2019, October 13, 2021, and as further amended on _____, 2023 (the “Lease”);

WHEREAS, the Authority has determined to invite holders of the Target Certificates to tender them for purchase and cancellation or redemption by the Authority (the “Invitation to Tender”), and to provide for the payment of same with the proceeds of Gross Revenue Senior Lien Lease Certificates to be issued in one or more Series in an aggregate amount not exceeding \$160,625,000 (the “Additional Certificates”, and sometimes the “2023 Certificates”) under and pursuant to an Agent Agreement dated as of May 24, 2012 (the “Original Agent Agreement”), as amended and supplemented by the Supplemental Agent Agreement dated as of November 22, 2019 (the “Supplemental Agent Agreement”), as further amended and supplemented by the Second Supplemental Agent Agreement dated as of October 13, 2021, by and among the Agent, the Lessor and the Authority (the “Second Supplemental Agent Agreement”), and as further amended and supplemented by the Third Supplemental Agent Agreement dated as of _____, 2023, by and among the Agent, the Lessor and the Authority (the “Third Supplemental Agent Agreement”, together with the Original Agent Agreement, the Supplemental Agent Agreement and the Second Supplemental Agent Agreement, the “Agent Agreement”);

WHEREAS, with respect to the issuance of the 2023 Certificates, the Authority and the Landlord desire to amend the Lease to incorporate adjusted amounts of Fixed Rent to be paid thereunder;

WHEREAS, Section 1.01 of the Lease reads:

“‘Fixed Rent’ shall mean the amounts to be paid pursuant to Section 3.01 hereof and as set forth in Schedule 3.01 attached hereto, as the same may be adjusted as provided herein, consisting of a Principal Portion and an Interest Portion, and, upon acceleration or Prepayment of Rent (as defined in the Agent Agreement), shall mean the payment of all or a portion of the Purchase Option Price determined as provided in Sections 3.09 and 3.10 hereto.”;

WHEREAS, Section 27.10 of the Lease reads:

“This Lease may be amended from time to time by Landlord and Tenant, for any one or more of the following purposes:

(a) to add additional covenants of Landlord or Tenant or to surrender any right or power herein conferred upon Tenant;

(b) to cure any ambiguity or to cure, correct or supplement any defective (whether because of any inconsistency with any other provision hereof or otherwise) provision of this Lease in such manner as shall not be inconsistent with this Lease or the Agent Agreement; or

(c) to amend any provision of this Lease which, in the written opinion of Special Tax Counsel delivered to Landlord, Tenant and Agent, is no longer required, or to the effect that some further provision is required, to maintain the exclusion from gross income of the owners of the Certificates of the Interest Portion pursuant to Section 103 of the Code, upon which written opinion Landlord, Tenant and Agent may conclusively rely.

All other modifications, changes or amendments hereto shall, inasmuch as the owners from time to time of the Certificates are third-party beneficiaries hereof, also require the approval the owners of the requisite percentages of Certificates, in the manner and on the terms set forth in Section 7.05 of the Agent Agreement relating to certain modifications thereof. Tenant shall provide to Rating Agency copies of any documents to which amendments were made.”; and

WHEREAS, the Authority and the Landlord each desire to amend and restate Schedule 3.01 of the Lease to incorporate the adjusted amounts of Fixed Rent to be paid with respect to the 2023 Certificates.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Lease, the Authority and the Landlord hereby agree as follows:

Section 1. Effective as of the date hereof, Schedule 3.01 of the Lease is hereby amended and restated as set forth in Appendix A hereto pursuant to Section 27.10(b) of the Lease”.

Section 2. In the event of any inconsistency, ambiguity or conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall control. The parties hereto acknowledge and agree that except as modified hereby, the Lease shall remain in full force and effect and is hereby ratified and confirmed.

Section 3. This Amendment shall take effect immediately.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and the Landlord have caused this Amendment to be executed in their respective names by their duly authorized representatives, all as of _____, 2023.

ATTEST

MUNICIPAL INFRASTRUCTURE
LEASING 1 INC

By: _____

President

ATTEST

THE NORTH HUDSON SEWERAGE
AUTHORITY

By: _____

Chairman

ACKNOWLEDGED AND AGREED
with respect to Sections 3.14 and 3.17
regarding the duties and obligations of
the Security Agent Bank

TD BANK, NATIONAL ASSOCIATION
12000 Horizon Way, 3rd Floor
Mount Laurel, New Jersey 08054

Vice President

Appendix A

Schedule 3.01

Adjusted Fixed Rent

Appendix F

FORM OF Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 15, 2023

NEW ISSUE – BOOK-ENTRY-ONLY

**Ratings: S&P (Underlying): [A+]
[S&P (AGM Insured): AA]
(See "RATINGS" herein.)**

In the opinion of JP Capizzi LLC, Special Counsel to the Authority (as hereinafter defined), to be delivered at the time of original issuance of the 2023 Certificates (as hereinafter defined), assuming continuing compliance by the Authority with certain covenants described herein, under current law, interest on the 2023 Certificates is exempt from federal income taxation. Interest on the 2023 Certificates is not includable when calculating the federal alternative minimum tax on individuals. However, interest on the 2023 Certificates is included when calculating the federal alternative minimum tax on certain corporations for tax years beginning after December 31, 2022. Interest on the 2023 Certificates, and any gain from the sale thereof, is not includable in gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.

\$ __, __, 000*
GROSS REVENUE SENIOR LIEN LEASE CERTIFICATES, SERIES 2023
Evidencing Proportionate Interests of the Owners Thereof in the Fixed Rent Payments of
THE NORTH HUDSON SEWERAGE AUTHORITY
due under its Master Lease Agreement

Dated: Date of Delivery

Due: June 1, as shown on inside front cover

The \$ __, __, 000* Gross Revenue Senior Lien Lease Certificates, Series 2023 (the "2023 Certificates") represent proportionate interests in the Fixed Rent (as defined herein) payable by The North Hudson Sewerage Authority (the "Authority") pursuant to the Master Lease Agreement, dated as of May 24, 2012 (the "Original Lease"), by and between the Authority and Municipal Infrastructure Leasing 1 Inc, a New Jersey corporation (the "Lessor"), as amended and supplemented, including by the Third Amendment to the Master Lease Agreement, dated as of December __, 2023 (the "Amendment to Master Lease"; and together with the Original Lease, the "Lease"), by and between the Authority and the Lessor. The 2023 Certificates are being issued to: (i) pay the purchase price of certain outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) of the Authority validly tendered to and accepted by the Authority for purchase and cancellation or redemption; and (ii) pay costs of issuance associated with the authorization, sale, execution and delivery of the 2023 Certificates and the costs of the tender offer described herein. The 2023 Certificates are being issued pursuant to the Agent Agreement, dated as of May 24, 2012 (the "Original Agent Agreement"), by and among the Authority, the Lessor and TD Bank, National Association (as successor to The Bank of New York Mellon), as Agent (the "Agent"), as amended and supplemented, including by the Third Supplemental Agent Agreement, dated as of December __, 2023 (the "Supplemental Agent Agreement"; and together with the Original Agent Agreement, the "Agent Agreement"), by and among the Authority, the Lessor and the Agent. Pursuant to the Agent Agreement, the Lessor has irrevocably assigned its right to receive Fixed Rent and certain other rights to the Agent for the benefit of the owners of the 2023 Certificates. The payment of Fixed Rent constitutes an absolute and unconditional obligation of the Authority payable from any source, including the Authority's Gross Revenues (as defined herein), and is not subject to any set-off or counterclaim and, in order to be paid, does not need any further action or appropriation by the Authority.

The Interest Portion of Fixed Rent represented by the 2023 Certificates is payable semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing on June 1, 2024, until the Authority's obligation with respect to the payment of the 2023 Certificates is discharged. The 2023 Certificates will be issued as fully registered Certificates and, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, Brooklyn, New York ("DTC"), an automated depository for securities and clearinghouse for securities transactions. Purchases of beneficial interests in the 2023 Certificates will be made in book-entry form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. So long as DTC or its nominee, Cede & Co., is the registered owner of the 2023 Certificates, payments of the principal of and interest on the 2023 Certificates will be made directly to DTC or its nominee, Cede & Co., which will remit such payments to the DTC Participants (as hereinafter defined), which will in turn remit such payments to the beneficial owners of the 2023 Certificates. See "THE 2023 CERTIFICATES – Book-Entry Only System" herein.

The 2023 Certificates are subject to optional [and mandatory sinking fund] redemption as more fully described under "THE 2023 CERTIFICATES – Redemption Prior to Maturity" herein.

Prior to the issuance of the 2023 Certificates, the Authority will execute and deliver a Secondary Market Disclosure Undertaking for the benefit of the holders of the 2023 Certificates to comply with the secondary market disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See "APPENDIX E – FORM OF SECONDARY MARKET DISCLOSURE UNDERTAKING" herein.

PAYMENT OF THE PRINCIPAL PORTION OR REDEMPTION PRICE OF THE 2023 CERTIFICATES AND THE INTEREST PORTION THEREON SHALL BE SECURED BY AND ARE PAYABLE FROM FIXED RENT PAYMENTS TO BE MADE BY THE AUTHORITY. THE 2023 CERTIFICATES ARE NOT AND SHALL NOT BE DEEMED TO CREATE A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF. THE AUTHORITY HAS NO TAXING POWER.

[The scheduled payment of principal of and interest on the 2023 Certificates, when due, will be guaranteed under an insurance policy to be issued concurrently with the delivery of the 2023 Certificates by ASSURED GUARANTY MUNICIPAL CORP. ("AGM").]

[AGM LOGO]

The 2023 Certificates are offered when, as and if issued, delivered and received by the Underwriter (as defined herein), subject to the receipt of an approving opinion described herein of JP Capizzi LLC, Union City, New Jersey, Special Counsel to the Authority, and certain other conditions. Certain legal matters will be passed upon for the Authority by JP Capizzi LLC, Union City, New Jersey, General Counsel to the Authority, for the Underwriter by its counsel, McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, and for the Agent by its counsel, Gibbons P.C., Newark, New Jersey. It is expected that the 2023 Certificates will be available for delivery through the facilities of DTC on or about December __, 2023.

BARCLAYS

Dated: December __, 2023

* Preliminary; subject to change.

\$____,____,000*

GROSS REVENUE SENIOR LIEN LEASE CERTIFICATES, SERIES 2023
Evidencing Proportionate Interests of the Owners Thereof in the Fixed Rent Payments of
THE NORTH HUDSON SEWERAGE AUTHORITY
due under its Master Lease Agreement

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND CUSIP NUMBERS[†]

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP Number
2024	\$	%	%	%	660043
2025					660043
2026					660043
2027					660043
2028					660043
2029					660043
2030					660043
2031					660043
2032					660043
2033					660043
2034					660043
2035					660043
2036					660043
2037					660043
2038					660043
2039					660043
2040					660043
2041					660043
2042					660043
2043					660043
2044					660043

* Preliminary; subject to change.

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the Underwriter and are included solely for the convenience of the holders of the 2023 Certificates. Neither the Authority nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2023 Certificates or as indicated above. The CUSIP number for a specific maturity is subject to being changed after execution and delivery of the 2023 Certificates as a result of various subsequent actions, including, but not limited to, a refunding in whole or in part of such maturity or the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the 2023 Certificates.

(RED HERRING – FOR LEFT MARGIN)

This is a Preliminary Official Statement and the information contained herein is subject to completion and amendment in a final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the securities offered hereby, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

THE NORTH HUDSON SEWERAGE AUTHORITY

Hoboken, New Jersey

AUTHORITY COMMISSIONERS

<i>Name</i>	<i>Municipality</i>
Brian Kappock, Chairman	Weehawken
Libero Marotta, Vice Chairman	Union City
Kurt Gardiner, Treasurer	Hoboken
Erika Zucconi, Assistant Treasurer	Weehawken
Alejandro Velazquez, Secretary	Union City
Brian Assadourian, Assistant Secretary	Hoboken
Edward Friedrich	Hoboken
Margarita Guzman	West New York
Victor M. Barrera	West New York

EXECUTIVE DIRECTOR

RICHARD J. WOLFF, PH.D.

AUTHORITY ENGINEER

DONALD R. CONGER III, P.E.

CHIEF FINANCIAL OFFICER/CHIEF OPERATING OFFICER

LINDA P. KISH

AUTHORITY GENERAL COUNSEL

JP CAPIZZI LLC
Union City, New Jersey

SPECIAL COUNSEL

JP CAPIZZI LLC
Union City, New Jersey

MUNICIPAL ADVISOR

NW FINANCIAL GROUP, LLC
Hoboken, New Jersey

RATE CONSULTANT

AMAWALK CONSULTING GROUP LLC
New York, New York

AUDITOR

GARBARINI & CO. P.C.
River Edge, New Jersey

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations with respect to the 2023 Certificates must not be relied upon as having been authorized by the Authority, the Lessor or Barclays Capital Inc. (the "*Underwriter*"). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2023 Certificates by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

None of the Lessor, the Authority or the Underwriter has confirmed the accuracy or completeness of the information relating to The Depository Trust Company ("*DTC*"), which information has been provided by DTC. Where the Constitution or statutes of the State of New Jersey are referred to herein, reference should be made to such Constitution and statutes for a complete statement of the matters referred to herein. This Official Statement is submitted in connection with the sale of the 2023 Certificates referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Official Statement is not to be construed as a contract or an agreement among the Authority, the Underwriter and the owners of any of the 2023 Certificates. The information, estimates 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 Authority since the date hereof or the date as of which particular information is given, if earlier.

The prices at which 2023 Certificates are offered to the public by the Underwriter (and the yields resulting therefrom) may vary from the initial public offering prices or yields appearing on the inside front cover page hereof. In addition, the Underwriter may allow concessions or discounts from such initial public offering prices or yields to dealers and others. In order to facilitate distribution of the 2023 Certificates, the Underwriter may engage in transactions intended to stabilize the price of the 2023 Certificates at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

Except as described under the heading "FINANCIAL STATEMENTS", Garbarini & Co. P.C., Auditor to the Authority, has not participated in the review or preparation of this Official Statement and has not verified the accuracy or completeness thereof and, accordingly, expresses no opinion or other assurance or assumes any responsibility with respect thereto.

The Agent and its counsel have not participated in the preparation of this Official Statement other than under the heading entitled "AGENT". Neither the Agent nor its counsel make any representation as to the accuracy or completeness of this Official Statement other than as to the information contained under the aforementioned heading.

[Assured Guaranty Municipal Corp. ("*AGM*") makes no representation regarding the 2023 Certificates or the advisability of investing in the 2023 Certificates. In addition, AGM 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 AGM supplied by AGM and presented under the headings "CERTIFICATE INSURANCE" and "APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY".]

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	1
PLAN OF FINANCING	2
THE 2023 CERTIFICATES	3
General Provisions	3
Redemption Prior to Maturity	3
Selection of 2023 Certificates for Redemption	4
Notice of Redemption	4
Book-Entry Only System	5
Discontinuance of Book-Entry Only System	7
Additional Certificates	7
CERTIFICATE INSURANCE	7
Bond Insurance Policy	7
Assured Guaranty Municipal Corp.	8
SECURITY AND SOURCES OF PAYMENT FOR THE LEASE CERTIFICATES	10
General	10
Pledge of Gross Revenues	11
Rate Covenant	11
Funds and Accounts Established Under Agent Agreement	12
Funds and Accounts Established Under Lease	13
Obligations Under Service Agreement	14
Service Charges and Annual Charges	15
Compliance with Service Agreement and Enforcement of Revenues	16
THE SYSTEM	16
THE LESSOR	16
ESTIMATED SOURCES AND USES OF FUNDS	17
FIXED RENT PAYMENTS	18
CERTIFICATE OWNERS' RISKS	18
Limited Obligation of the Authority	18
Event of Default	19
Limited Utility of System	19
Secondary Market	19
Enforceability of Authority's Obligations Under United States Bankruptcy Code	20
FINANCIAL STATEMENTS	20
AGENT	20
SECONDARY MARKET DISCLOSURE	20
RATINGS	21
TAX MATTERS	21
Federal	21
State	23
UNDERWRITING	23
MUNICIPAL ADVISOR	23
LITIGATION	23
APPROVAL OF LEGAL PROCEEDINGS	24
MISCELLANEOUS	24
Appendix A — Certain Information Concerning the Authority and the Municipalities	A-1
Appendix B — Financial Statements of the Authority	B-1
Appendix C — Forms of Lease and Agent Agreement	C-1
Appendix D — Form of Opinion of Special Counsel	D-1
Appendix E — Form of Secondary Market Disclosure Undertaking	E-1
Appendix F — Specimen Municipal Bond Insurance Policy	F-1
Appendix G — Certificates to be Purchased	G-1

OFFICIAL STATEMENT

Relating to
\$ __, __, 000*

GROSS REVENUE SENIOR LIEN LEASE CERTIFICATES, SERIES 2023
Evidencing Proportionate Interests of the Owners Thereof in the Fixed Rent Payments of
THE NORTH HUDSON SEWERAGE AUTHORITY
due under its Master Lease Agreement

INTRODUCTION

The purpose of this Official Statement, including the cover page, the preceding pages and the appendices hereto, is to set forth certain information concerning The North Hudson Sewerage Authority, a sewerage authority of the State of New Jersey (the "*Authority*"), in connection with the offering, sale and delivery of its Gross Revenue Senior Lien Lease Certificates, Series 2023, being issued in the aggregate principal amount of \$ __, __, 000* (the "*2023 Certificates*") pursuant to an Agent Agreement, dated as of May 24, 2012 (the "*Original Agent Agreement*"), by and among the Authority, Municipal Infrastructure Leasing 1 Inc, a New Jersey corporation (the "*Lessor*"), and TD Bank, National Association (as successor to The Bank of New York Mellon), as Agent (the "*Agent*"), as amended and supplemented, including by the Third Supplemental Agent Agreement, dated as of December __, 2023 (the "*Supplemental Agent Agreement*"; and together with the Original Agent Agreement, the "*Agent Agreement*"), by and among the Authority, the Lessor and the Agent.

The 2023 Certificates represent proportionate interests of the owners thereof (the "*Owners*") in the Principal Portion of the Fixed Rent, as such amounts are denominated in the Lease ("*Fixed Rent*"), due and payable on the maturity or other due dates thereof, and in the Interest Portion of the Fixed Rent due and payable semiannually, pursuant to the Master Lease Agreement, dated as of May 24, 2012 (the "*Original Lease*"), by and between the Authority and the Lessor, as amended and supplemented, including by the Third Amendment to the Master Lease Agreement, dated as of December __, 2023 (the "*Amendment to Master Lease*"; and together with the Original Lease, the "*Lease*"), by and between the Authority and the Lessor. The 2023 Certificates are being issued to: (i) pay the purchase price of certain outstanding Gross Revenue Senior Lien Lease Certificates, Series 2019 (Federally Taxable) (the "*Target Certificates*") of the Authority validly tendered to and accepted by the Authority for purchase and cancellation or redemption; and (ii) pay costs of issuance associated with the authorization, sale, execution and delivery of the 2023 Certificates and the costs of the tender offer described herein. Pursuant to the Agent Agreement, the Lessor's rights under the Lease, including particularly the right to receive Fixed Rent, have been irrevocably assigned to the Agent for the benefit of the Owners of the 2023 Certificates. The payment of Fixed Rent constitutes an absolute and unconditional obligation of the Authority payable from any source, including the Authority's Gross Revenues (as hereinafter defined), and is not subject to any set-off or counterclaim and, in order to be paid, does not need any further action or appropriation by the Authority. The 2023 Certificates and any Additional Certificates are hereinafter collectively referred to as the "*Lease Certificates*". See "APPENDIX C – FORMS OF LEASE AND AGENT AGREEMENT" for complete copies of the forms of the Lease and the Agent Agreement. See also "PLAN OF FINANCING", "SECURITY AND SOURCES OF PAYMENT FOR THE LEASE CERTIFICATES" and "ESTIMATED SOURCES AND USES OF FUNDS" herein. Any capitalized term used but not otherwise defined herein shall have the meanings ascribed thereto in the Lease or in the Agent Agreement, as the case may be.

* Preliminary; subject to change.

PLAN OF FINANCING

The Authority is authorized to enter into the Lease and the transactions contemplated thereby pursuant to (i) the provisions of the Sewerage Authorities Law, constituting Chapter 138 of the Laws of 1946, as amended and supplemented (the "*Act*"), and (ii) a resolution of the Authority duly adopted on October 19, 2023 (the "*Award Resolution*").

Upon the issuance and delivery of the 2023 Certificates, the Lessor will enter into the Supplemental Agent Agreement with the Agent and the Authority. The proceeds of the 2023 Certificates, together with other available funds of the Authority, are expected to be used to (i) pay the purchase price of the Target Certificates validly tendered to and accepted by the Authority for purchase and cancellation or redemption, as more fully described in Appendix G to this Official Statement (collectively, the "*Certificates to be Purchased*"); and (ii) pay costs of issuance associated with the authorization, sale, execution and delivery of the 2023 Certificates and the costs of the tender offer described herein. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Authority is releasing an Invitation to Tender Certificates, dated November 15, 2023 (the "*Invitation*"), to beneficial owners of the Target Certificates specified in the Invitation, in which the Authority is inviting such beneficial owners to offer to sell all or a portion of their Target Certificates to the Authority, on the terms set forth in the Invitation. Subject to the terms and conditions of the Invitation, upon the issuance and delivery of the 2023 Certificates, the Authority will purchase, and cancel or redeem, on such date the specified Target Certificates validly tendered and accepted for purchase. The description herein of the Invitation is not intended to summarize the terms of the Invitation or to solicit offers to tender Target Certificates, and reference is made to the Invitation for a discussion of the terms of the Invitation and the conditions for settlement of the Certificates to be Purchased. The Authority is filing the Invitation with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system.

Contemporaneously with the issuance of the Target Certificates, (a) the Authority entered into a lease agreement, dated as of May 24, 2012 (the "*Head Lease Agreement*"), with the Lessor pursuant to which the System was leased to the Lessor, and (b) the Lessor and the Authority entered into the Original Lease. The Original Lease set forth the terms and conditions governing the leasing of the System and the obligation of the Authority to pay Rent to the Lessor, which Rent consists of Fixed Rent and Additional Rent. The Lease contains an option to prepay Fixed Rent in whole or in part, which option may be exercised by the Authority during the term of the Lease under certain conditions. See Sections 3.09 and 3.10 of the Original Lease set forth in "APPENDIX C – FORMS OF LEASE AND AGENT AGREEMENT" herein. Fixed Rent consists of a Principal Portion and an Interest Portion due under the Lease. Additional Rent consists of all other amounts that may become payable by the Authority from time to time as required under the Lease, excluding Operating Expenses for the System.

Pursuant to the Agent Agreement, the Lessor has assigned, *inter alia*, certain of its rights under the Lease, including the right to receive payments due from the Authority under the Lease, to the Agent for the benefit of the Owners to secure the 2023 Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE LEASE CERTIFICATES" herein.

THE 2023 CERTIFICATES

General Provisions

The 2023 Certificates will be executed and delivered by the Agent pursuant to the Agent Agreement. The 2023 Certificates will be dated the date of delivery thereof. The Interest Portion of Fixed Rent represented by the 2023 Certificates, computed at the rates set forth on the inside front cover page hereof, is initially payable on June 1, 2024 and semiannually thereafter on June 1 and December 1 of each year (each, an "*Interest Payment Date*"). Such interest will be paid by check or wire transfer of the Agent mailed or delivered to the Owners of record at the addresses shown on the registration books maintained by the Agent, as registrar (the "*Registrar*"), on the fifteenth day of the month, whether or not a Business Day, immediately preceding the Interest Payment Date applicable thereto (the "*Record Date*"). The Principal Portion of Fixed Rent represented by the 2023 Certificates will be payable on the dates and in the amounts set forth on the inside front cover page hereof (or upon redemption or acceleration) upon physical surrender of the 2023 Certificates at the corporate trust office of the Agent located in Mount Laurel, New Jersey. See "THE 2023 CERTIFICATES – Book-Entry Only System" herein. The 2023 Certificates are subject to optional [and mandatory sinking fund] redemption prior to maturity as described herein. See "THE 2023 CERTIFICATES – Redemption Prior to Maturity" herein.

The 2023 Certificates, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, Brooklyn, New York ("*DTC*"), which will act as securities depository for the 2023 Certificates. Purchases of beneficial ownership interests in the 2023 Certificates will be made in book-entry form (without certificates) in denominations of \$5,000 or any integral multiple thereof. So long as DTC or its nominee, Cede & Co., is the Owner of the 2023 Certificates, payments of the principal of and interest on the 2023 Certificates will be made by the Agent directly to DTC or its nominee, Cede & Co. Disbursement of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursement of such payments to the owners of beneficial interests in the 2023 Certificates is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined). See "THE 2023 CERTIFICATES – Book-Entry Only System" herein.

Redemption Prior to Maturity

Optional Redemption. The 2023 Certificates maturing prior to June 1, 20__ are not subject to optional redemption prior to their stated maturity dates. The 2023 Certificates maturing on or after June 1, 20__ are subject to optional redemption, at the option of the Lessee upon the prepayment of all or a portion of the Fixed Rent under the Lease, on or after June 1, 20__, in whole or in part on any date, at a redemption price equal to 100% of the Principal Portion of the 2023 Certificates, plus, in each case, the Interest Portion accrued and unpaid to the date fixed for redemption.

[Mandatory Sinking Fund Redemption. The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__ [†]	

[†] Stated maturity.

The 2023 Certificates maturing on June 1, 20__ are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the amount of the Principal Portion of the 2023 Certificates to be prepaid by application of Sinking Fund Installments required to be deposited in the Principal Account on June 1 in each of the following years in the respective principal amount set opposite such year:

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__ [†]	

[†] Stated maturity.]

Selection of 2023 Certificates for Redemption

If less than all of the 2023 Certificates are called for redemption, the Agent shall select such 2023 Certificates or portions thereof in such order of maturity and within a maturity by lot, as shall be determined by the Authority and communicated to the Agent in writing not less than 60 days prior to such Redemption Date.

While DTC is the sole registered owner of the 2023 Certificates, such selection shall be made by DTC in accordance with the process then employed and adopted by DTC and as described in the Agent Agreement. The Authority shall only select 2023 Certificates in Authorized Denominations and any additional amounts available shall be transferred to the Interest Account and credited to the next Fixed Rent Payment due under the Lease in the appropriate account in the Certificate Fund.

Notice of Redemption

A notice of redemption (the "*Notice of Redemption*") shall be given by the Agent by first class mail, return receipt requested, not more than 60 days and not less than 30 days before the date of redemption to each Owner of 2023 Certificates to be prepaid, in whole or in part, at each such Owner's address shown on the registration books.

If, on the Redemption Date, moneys for the redemption of all the 2023 Certificates or portions thereof of any like series and maturity to be prepaid, together with interest thereon to the Redemption Date, shall be held by the Agent so as to be available therefor on said date and if Notice of Redemption shall have been given as aforesaid, then, from and after the Redemption Date, interest on the 2023 Certificates or portions thereof of such series and maturity so called for redemption shall cease to accrue and become payable. Notwithstanding the above, if said moneys shall not be so available on the Redemption Date, such Notice of Redemption shall be rescinded by the Agent and shall be deemed to be null and void as if never given, and such 2023 Certificates or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for redemption.

If at the time of mailing of any Notice of Redemption there shall not have been deposited with the Agent amounts sufficient to redeem all of the 2023 Certificates that have been called for redemption, such notice shall state that it is conditional upon the deposit of such amounts with the Agent not later than the opening of business on the date set for redemption, and that such notice shall be of no effect unless such moneys are so deposited.

So long as DTC remains the sole registered owner of the 2023 Certificates, the Agent shall be required only to send the Notice of Redemption to DTC at the time and in the manner specified in the Agent Agreement and in accordance with the procedures of DTC. Any failure by DTC to advise any of the Participants or any failure of any Participant to notify any Beneficial Owner of any such Notice of Redemption shall not affect the validity of the redemption.

Book-Entry Only System

DTC will act as securities depository for the 2023 Certificates. The 2023 Certificates 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 certificate will be issued for each maturity of the 2023 Certificates, as set forth on the inside front cover page hereof, in the aggregate principal amount of such maturity, 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 assets 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 ("*Direct Participants*") deposit with DTC. DTC also facilitates post-trade settlement among Direct Participants of sales and other securities transactions, 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 ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission (the "*SEC*"). More information about DTC can be found at www.dtcc.com.

Purchases of the 2023 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2023 Certificates on DTC's records. The ownership interest of each actual purchaser of each 2023 Certificate ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2023 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2023 Certificates, except in the event that use of the book-entry system for the 2023 Certificates is discontinued.

To facilitate subsequent transfers, all 2023 Certificates 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 2023 Certificates with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial

ownership. DTC has no knowledge of the actual Beneficial Owners of the 2023 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2023 Certificates are credited, which may or may not be the Beneficial Owners. The Direct 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 the 2023 Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2023 Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or the Agent 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 2023 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the 2023 Certificates 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 Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by 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 Participant and not of DTC, the Agent or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Agent, 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 and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2023 Certificates at any time by giving reasonable notice to the Authority or the Agent. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the 2023 Certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the 2023 Certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but neither the Underwriter (as hereinafter defined) nor the Authority takes any responsibility for the accuracy thereof.

Discontinuance of Book-Entry Only System

In the event (i) DTC determines not to continue to act as securities depository for the 2023 Certificates or (ii) the Authority, with the consent of the Agent, determines in accordance with the terms of the Agent Agreement that (a) DTC is incapable of discharging its duties or (b) it is in the best interests of the holders of the 2023 Certificates not to continue the book-entry-only system or that interests of the Beneficial Owners of the 2023 Certificates might be adversely affected if the book-entry-only system is continued, then the Authority will discontinue the book-entry-only system with DTC. Upon the occurrence of the event described in (i) or (ii)(a) above, the Authority will attempt to locate another qualified securities depository. If the Authority fails to identify another qualified securities depository to replace DTC or makes the determination noted in (ii)(b) above, the Agent will authenticate and deliver the 2023 Certificates in accordance with the agent Agreement.

Additional Certificates

Provided no Event of Default shall exist under the Agent Agreement and no Event of Lease Default shall exist, after the execution and the delivery of the 2023 Certificates, Additional Certificates may be authorized to be issued, executed and delivered and secured on parity with the 2023 Certificates pursuant to and in accordance with the Agent Agreement for the purpose of raising funds (i) to complete the acquisition of the System for which the Target Certificates were originally issued, (ii) to finance an Additional Project, (iii) to refund any of the Lease Certificates issued pursuant to the Agent Agreement, including the 2023 Certificates, (iv) to fund any reserves and (v) to pay costs of issuance in connection therewith. Additional Certificates only may be executed and delivered if the Authority delivers a certificate duly executed by the Rate Consultant setting forth (i) its estimate of the Operating Expenses and Gross Revenues for each of the five Fiscal Years immediately succeeding the completion of the improvement financed by such Additional Certificates, calculated on the assumption that Gross Revenues shall be charged and collected at the rates in effect on the date of such Rate Consultant certificate or such higher rate as the Authority has adopted to impose for such Fiscal Years, (ii) 1.15 times the Annual Debt Service Requirement for each such Fiscal Year, (iii) 1.10 times the sum of (a) the Annual Debt Service Requirement for each such Fiscal Year and (b) the annual debt service requirement on all Subordinated Debt for each such Fiscal Year, and (iv) the Rate Consultant's forecast that the amount of such Gross Revenues (less any amounts transferred from the Revenue Fund to the Rent Stabilization Account in such Fiscal Year) will not be less than the Rate Covenant Requirement for each Fiscal Year during the five Fiscal Year period immediately succeeding the completion of the improvement. However, for Additional Certificates for the purpose described in clause (iii) above for which there are debt service savings, (i) the Authority must deliver only a certificate of the Rate Consultant to the effect that the maximum annual debt service will be less in each year after the issuance of the Additional Certificates and (ii) the terms and conditions set forth in Article IX of the Original Agent Agreement have been satisfied with respect to the Lease Certificates to be refunded. Nothing in the Agent Agreement or the Lease precludes the Authority from issuing Subordinate Debt. See "APPENDIX C – FORMS OF LEASE AND AGENT AGREEMENT" for complete forms of the Lease and the Agent Agreement.

[CERTIFICATE INSURANCE

Bond Insurance Policy

Concurrently with the issuance of the 2023 Certificates, Assured Guaranty Municipal Corp. ("AGM") will issue its Municipal Bond Insurance Policy for the 2023 Certificates (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the 2023 Certificates 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.

Assured Guaranty Municipal Corp.

AGM is a New York-domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its subsidiaries, provides credit enhancement products to the U.S. and non-U.S. public finance (including infrastructure) and structured finance markets and participates in the asset management business through ownership interests in Sound Point Capital Management, LP. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM's financial strength is rated "AA" (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), "AA+" (stable outlook) by Kroll Bond Rating Agency, Inc. ("KBRA") and "A1" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM 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 relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings

On July 13, 2023, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On October 21, 2022, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

On March 18, 2022, Moody's announced it had upgraded AGM's insurance financial strength rating to "A1" (stable outlook) from "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2022.

Capitalization of AGM

At June 30, 2023:

- The policyholders' surplus of AGM was approximately \$2,702 million.

- The contingency reserve of AGM was approximately \$894 million.
- The net unearned premium reserves and net deferred ceding commission income of AGM and its subsidiaries (as described below) were approximately \$2,089 million. Such amount includes (i) 100% of the net unearned premium reserve and net deferred ceding commission income of AGM, and (ii) the net unearned premium reserves and net deferred ceding commissions of AGM's wholly-owned subsidiary Assured Guaranty UK Limited ("AGUK") and its 99.9999%-owned subsidiary Assured Guaranty (Europe) SA ("AGE").

The policyholders' surplus of AGM and the contingency reserves, net unearned premium reserves and net deferred ceding commission income of AGM were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGUK and AGE were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (filed by AGL with the SEC on March 1, 2023);
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023 (filed by AGL with the SEC on May 10, 2023); and
- (iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 (filed by AGL with the SEC on August 9, 2023).

All information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the 2023 Certificates shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com> or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption "**CERTIFICATE INSURANCE – Assured Guaranty Municipal Corp.**" or included in a document incorporated by reference herein (collectively, the "*AGM Information*") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AGM makes no representation regarding the 2023 Certificates or the advisability of investing in the 2023 Certificates. In addition, AGM 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 AGM supplied by AGM and presented under the heading "CERTIFICATE INSURANCE".]

SECURITY AND SOURCES OF PAYMENT FOR THE LEASE CERTIFICATES

General

The Lease Certificates constitute participatory interests in the Fixed Rent to be paid by the Authority pursuant to the Lease. Under the terms of the Agent Agreement, the Lessor has assigned, conveyed and transferred to the Agent for the benefit of the Owners of the Lease Certificates its rights in and to the Fixed Rent (and any other amounts received under the Lease) and any and all amounts in the Funds and Accounts established under the Agent Agreement (other than the Rebate Fund and the Certificate Purchase Fund) in order to pay the principal of and interest on the Lease Certificates.

Payments of Fixed Rent will be made by the Authority pursuant to the Lease. Fixed Rent will be comprised of an Interest Portion and a Principal Portion. The Interest Portion and Principal Portions of the Fixed Rent will correspond, in the aggregate, to the principal of and interest on the Lease Certificates, including the 2023 Certificates. The payment of Fixed Rent constitutes an absolute and unconditional obligation of the Authority payable from any source, including the Authority's Gross Revenues, and is not subject to any set-off or counterclaim and, in order to be paid, does not need any further action or appropriation by the Authority.

In order to secure the payment of the Fixed Rent under the Lease, the Authority has pledged and assigned to the Lessor its Gross Revenues and has created a security interest in the funds and accounts established under the Lease. Pursuant to the Agent Agreement, the Lessor has assigned, conveyed and transferred to the Agent its rights as a pledgee and assignee to the Gross Revenues, its rights under the Service Agreement and its security interest in the funds and accounts established under the Lease.

PAYMENT OF THE PRINCIPAL PORTION OR THE REDEMPTION PRICE OF THE 2023 CERTIFICATES AND THE INTEREST PORTION THEREON SHALL BE SECURED BY AND ARE PAYABLE FROM FIXED RENT PAYMENTS TO BE MADE BY THE AUTHORITY. THE 2023 CERTIFICATES ARE NOT AND SHALL NOT BE DEEMED TO CREATE A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF. THE AUTHORITY HAS NO TAXING POWER.

The Lease Certificates are deemed to be and do constitute a contractual obligation representing proportionate interests in the Principal Portions and Interest Portions of the Fixed Rent payable by the Authority under the Lease. The assignment, conveyance and transfer of such Fixed Rent under the Agent Agreement shall be for the equal benefit, protection and security of the Owners of the Lease Certificates, including the 2023 Certificates, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Lease Certificate over any other Lease Certificate, except as may be expressly provided in or pursuant to the Agent Agreement.

Pledge of Gross Revenues

In accordance with the Act, the Authority is authorized to charge and collect rents, rates, fees and other charges for the ownership, operation, use or service of its System.

Pursuant to the Lease, the Authority has pledged its Gross Revenues to secure the payment of the Rent under the Lease. "Gross Revenues" is defined under the Lease and the Agent Agreement as (a) all rents, rates, fees and other charges and other income derived or to be derived by the Authority from or for the ownership, operation, use or services of the System, including all Service Charges, (b) any income derived from the investment of funds that are held in the funds and accounts established pursuant to the Agent Agreement or the Lease, (c) any proceeds of any insurance conveying a loss due to an interruption in the operation of the System (including, without limitation, use and occupancy insurance and business interruption insurance), (d) any payments that are received by the Authority from the City of Hoboken, the City of Union City, the Township of Weehawken and the Town of West New York (collectively, the "Municipalities") pursuant to the terms of the service agreement by and among the Authority and the Municipalities dated as of October 15, 1996, as the same may be amended, modified or supplemented in accordance with its terms and the terms of the Lease (the "Service Agreement"), and (e) amounts in the Rent Stabilization Account in the General Fund that are transferred to the Revenue Fund; *provided, however*, that "Gross Revenues" shall not include any governmental grants.

Rate Covenant

(a) With respect to the use of the System, the Authority will make, impose, charge and collect Gross Revenues and other charges in accordance with the terms of the Act, other applicable laws of the State of New Jersey and as provided for in paragraph (b) below.

(b) Such Gross Revenues and other charges for or with respect to the use of the System shall be so estimated, computed, made, charged, imposed, collected and revised from time to time so that the Gross Revenues and other charges collected by the Authority and paid to the Security Agent Bank pursuant to the terms of the Lease for each Fiscal Year (less any amounts transferred from the Revenue Fund to the Rent Stabilization Account in such Fiscal Year) will be at least sufficient to provide an amount equal to the sum of: (1) 115% of the Annual Debt Service Requirement; (2) 100% of the annual debt service requirements on any Subordinated Debt for such Fiscal Year (giving effect to moneys on deposit, or that are anticipated to be on deposit, in the Subordinated Debt Service Fund at the beginning of such Fiscal Year); (3) 100% of the amount necessary to pay Operating Expenses of the Authority in each Fiscal Year (giving effect to moneys on deposit, or that are anticipated to be on deposit, in the Operating Fund at the beginning of such Fiscal Year); (4) the amounts necessary to provide in each Fiscal Year the respective amount, if any, that is needed so that the amount on deposit in the (i) Renewal and Replacement Fund will equal the Renewal and Replacement Fund Requirement, (ii) Reserve Fund will equal the Reserve Fund Requirement and (iii) Rent Stabilization Account will equal the Rent Stabilization Requirement; (5) the payment of all other charges or liens related to the System whatsoever that are payable by the Authority out of such rents, fees and charges during such Fiscal Year; and (6) the payment of any additional amounts that are necessary to comply with the provisions of the Agent Agreement and the Lease and all other statutory and legal obligations of the Authority. In addition to the requirement of the preceding sentence, such Gross Revenues and other charges collected by the Authority and paid to the Security Agent Bank for each Fiscal Year (less any amounts transferred from the Revenue Fund to the Rent Stabilization Account in such Fiscal Year) will be at least sufficient to provide an amount equal to the sum of: (1) 110% of the sum of (a) the Annual Debt Service Requirement for each Fiscal Year and (b) the annual debt service requirements on any Subordinated Debt for such Fiscal Year (giving effect to moneys on deposit, or that are anticipated to be on deposit, in the Subordinated Debt Service Fund at the beginning of such Fiscal Year); (2) 100% of the amount necessary to pay Operating Expenses of the

Authority in each Fiscal Year (giving effect to moneys on deposit, or that are anticipated to be on deposit, in the Operating Fund at the beginning of such Fiscal Year); (3) the amounts necessary to provide in each Fiscal Year the respective amount, if any, that is needed so that the amount on deposit in the (i) Renewal and Replacement Fund will equal the Renewal and Replacement Fund Requirement, (ii) Reserve Fund will equal the Reserve Fund Requirement and (iii) Rent Stabilization Account will equal the Rent Stabilization Requirement; (4) the payment of all other charges or liens related to the System whatsoever that are payable by the Authority out of such rents, fees and charges during such Fiscal Year; and (5) the payment of any additional amounts that are necessary to comply with the provisions of the Agent Agreement and the Lease and all other statutory and legal obligations of the Authority. Copies of every schedule of rates, charges and revisions thereof prescribed or adopted by the Authority will be filed promptly with the Rate Consultant and the Lessor.

(c) At least once in each Fiscal Year and not later than as will be necessary to enable rates to be in full force and effect on the first day of the next ensuing Fiscal Year, the Rate Consultant or Consulting Engineer will file with the Authority, the Security Agent Bank and the Agent a certificate (the "*Consultant's Certificate*") recommending and setting forth in tabular form as to such Fiscal Year the following: (i) the Annual Debt Service Requirements; (ii) the sum of all amounts estimated to be paid into and credited to the Revenue Fund; (iii) estimated Operating Expenses; (iv) the amount to be maintained as the Rent Stabilization Requirement; (v) the amount to be transferred from the General Fund to the Subordinated Debt Fund; and (vi) the estimated volume of sewage expected to be disposed of by operation of the System and setting forth the minimum rates and charges for such Fiscal Year necessary and required to be in effect for the whole of such Fiscal Year so as to comply with the provisions of paragraph (b) above.

(d) Upon receipt of such Consultant's Certificate, the Authority will undertake such proceedings as are necessary to accomplish any increase in such rates and charges to the extent necessary to comply with the opinion set forth in the Consultant's Certificate so that such rates and charges will be in full force and effect not later than the beginning of such ensuing Fiscal Year. Any reduction in such rate or charge permitted by reason of the opinion set forth in such Consultant's Certificate need not then be undertaken by the Authority if the Authority will determine that it is not in the best interests of the Authority, the Certificate Holders or the Lessor to effect a reduction at such time.

Funds and Accounts Established Under Agent Agreement

Pursuant to the Agent Agreement, there has been established a Certificate Fund and, within the Certificate Fund, an Interest Account and Principal Account, into which will be deposited, respectively, the Interest Portion and Principal Portion of Fixed Rent for the purpose of paying the principal of and interest on the Lease Certificates.

In addition, there has been established as further security for the Lease Certificates a Reserve Fund. Upon the issuance of the 2023 Certificates, the Reserve Fund shall have on deposit therein an amount equal to the Reserve Fund Requirement. "*Reserve Fund Requirement*" means, as of any date of computation, an amount equal to the greatest amount required in the then current or any future Calculation Year to pay the sum of: (x) interest on the Lease Certificates payable in the Calculation Year; and (y) the principal of the Lease Certificates or the Sinking Fund Installment, as the case may be, payable in such Calculation Year; *provided*, that such amount attributable to a Series of Tax-Exempt Certificates cannot, at any time, exceed the lesser of (A) the amount set forth above attributable to such Series of Tax-Exempt Certificates, (B) 10% of the original aggregate principal amount of the Series of Tax-Exempt Certificates, or (C) 125% of the average annual debt service requirements on the Series of Tax-Exempt Certificates.

Funds and Accounts Established Under Lease

Pursuant to the Lease, there have been established a Revenue Fund, an Operating Fund, a Renewal and Replacement Fund, a Subordinated Debt Fund and a General Fund and, within the General Fund, a Rent Stabilization Account. Each such Fund has been established with and is maintained by TD Bank, National Association, as Security Agent Bank.

In accordance with the provisions of the Lease, the Authority will cause all of its Gross Revenues, as received, to be deposited into the Revenue Fund. On a date not later than the day prior to the first day of each month, the Security Agent Bank will make the following deposits from the Revenue Fund in the following order of priority:

FIRST: to the Certificate Fund established under the Agent Agreement an amount sufficient to pay (i) Fixed Rent for such month and (ii) amounts representing unpaid Fixed Rent or portions thereof for prior months (as set forth in a certificate of the Agent);

SECOND: from the remaining balance, if any, the amount required to be deposited in the Reserve Fund, if any, for such Lease Certificates established under the Agent Agreement, to make the amount on deposit therein equal to the applicable Reserve Fund Requirement;

THIRD: from the remaining balance, if any, to the Operating Fund, the amount, if any, necessary to make the total on deposit therein equal to the Operating Fund Requirement to pay the Authority's Operating Expenses;

FOURTH: from the remaining balance, if any, to the Renewal and Replacement Fund, an amount equal to one thirty-sixth of the amount necessary to make the total on deposit in such Fund equal to the Renewal and Replacement Fund Requirement;

FIFTH: from the remaining balance, if any, to the Subordinated Debt Fund, the amount necessary to pay the amount coming due on the Subordinated Debt, if any, in such month; and

SIXTH: from the remaining balance, if any, to the Rent Stabilization Account in the General Fund, an amount necessary to make the total on deposit in such Account equal to the Rent Stabilization Requirement and, thereafter, to the General Fund.

Pursuant to the Agent Agreement, the Agent will, for each Series of Lease Certificates outstanding, pay, on the last Business Day of each month, from amounts on deposit in the Revenue Fund to the Certificate Fund the amounts set forth in paragraph FIRST above. If there are any deficiencies in the Certificate Fund on any such payment date as certified to the Security Agent Bank by the Agent, the Security Agent Bank will withdraw an amount sufficient to make up such deficiency from the General Fund, Subordinated Debt Fund, Renewal and Replacement Fund and Operating Fund, to the extent there are available funds therein, in that order of priority and transfer such amounts to the Agent for deposit in the Certificate Fund.

Amounts on deposit in the Operating Fund will be used by the Authority to pay its Operating Expenses in accordance with its Annual Budget. If the amount in the Operating Fund is less than the Operating Fund Requirement, following the deposit of funds from the Revenue Fund as set forth in paragraph THIRD above, then the Security Agent Bank will withdraw an amount sufficient to make up such deficiency from the General Fund, Subordinated Debt Fund and Renewal and Replacement Fund, to the extent there are available funds therein in that order of priority, after any withdrawal to make up a deficiency in the Certificate Fund as described above, and deposit such amounts in the Operating Fund.

Amounts on deposit in the Renewal and Replacement Fund will be used by the Authority to pay for major repairs, renewals, replacements and long-term maintenance items for the System, in accordance with the provisions herein. If the amount in the Renewal and Replacement Fund is less than the Renewal and Replacement Fund Requirement following the deposit of funds from the Revenue Fund as set forth in paragraph FOURTH above, then the Security Agent Bank will withdraw an amount sufficient to make up such deficiency from the General Fund and Subordinated Debt Fund, to the extent there are available funds therein in that order of priority, after any withdrawal to make up a deficiency in the Certificate Fund or the Operating Fund as set forth above, and deposit such amounts in the Renewal and Replacement Fund.

Amounts on deposit in the Subordinated Debt Fund will be used by the Authority to pay the amounts due on any Subordinated Debt. If the amount in the Subordinated Debt Fund is less than the amount so needed following the deposit of funds from the Revenue Fund as set forth in paragraph FIFTH above, then the Security Agent Bank will withdraw an amount sufficient to make up such deficiency from the General Fund to the extent there are available funds therein, after any withdrawal to make up a deficiency in the Certificate Fund, Operating Fund or Renewal and Replacement Fund as set forth above, and deposit such amounts in the Subordinated Debt Fund.

Amounts on deposit in the Rent Stabilization Account in the General Fund will be transferred at the beginning of each Fiscal Year to the Revenue Fund in accordance with the Consultant's Certificate. Any amounts thereafter remaining in the General Fund, but not any amounts in the Rent Stabilization Account, will be transferred to the Subordinated Debt Fund (in amounts required by the Consultant's Certificate). Thereafter, such amounts may be released to the Authority, free and clear of the lien of the Lease but solely for any lawful purposes of the System or for the required payments to the Municipalities under the Service Agreement, provided that there is no shortfall in the Operating Fund, the Replacement and Renewal Fund and the Subordinated Debt Fund, the amount in the Rent Stabilization Account is at least equal to the Rent Stabilization Requirement, and there is no default in the payment of principal or Redemption Price of or interest on the Lease Certificates.

Obligations Under Service Agreement

In the Service Agreement, the Authority has agreed with the Municipalities to seek all permits for the System and to design, acquire, construct, finance, complete and place in operation, with all practicable speed, the System. The Authority has agreed in the Service Agreement to operate and maintain (or cause to be operated and maintained) and, to the extent permitted as described in the next succeeding sentence, to enlarge the System so as to treat, purify and dispose of sewage (as defined in the Act) by means of the System in compliance with the Act and all other appropriate laws and regulations. So long as any bond, additional bond or other indebtedness, including the 2023 Certificates, issued by the Authority for the System remains outstanding, the Authority may construct or acquire any enlargement or expansion of the System, including, without limitation, increases in capacity, service territory or treatment levels (which are not a part of the System), only if (a) the Consulting Engineer shall project or forecast that the estimated Service Charges will exceed the estimated operating expenses of the System and debt service on all outstanding bonds, additional bonds or other indebtedness issued by the Authority for the System for a period of not less than five consecutive years commencing with the year in which such expansion or enlargement is placed in service, (b) such expansion or enlargement is required to be made by the Authority in order to comply with a final order of a court of competent jurisdiction directing the Authority to comply with an order of the U.S. Environmental Protection Agency ("*USEPA*") or the New Jersey Department of Environmental Protection ("*NJDEP*") as to the treatment, purification or disposal of sewage, or the enlargement, improvement, alteration, expansion, repair or reconstruction of the System, or (c) the Municipalities shall have consented to any such expansion or alteration. The facilities

constituting the System may not be used to treat sewage arising outside of the service area unless approved by the USEPA, NJDEP and each of the Municipalities.

Service Charges and Annual Charges

Service Charges. The Authority will charge Service Charges to users of the System, pursuant to the Service Agreement, with respect to all sewage treated or disposed of by the Authority and for all use and services of the System, in accordance with the Act and the Lease and in a manner consistent with the submission relied upon by the USEPA and the NJDEP in issuing a Federal Grant or in such other manner that the USEPA and the NJDEP approve.

Annual Charges. If, but only if, the application of the formula set forth below yields a positive dollar amount for any fiscal year during which the Service Agreement is in effect, each of the Municipalities shall be obligated to pay to the Authority its allocable share of such positive dollar amount as an Annual Charge according to the payment provisions set forth below. Such Annual Charges shall be equal to the excess, if any, of:

(A) The sum of all of the amounts reasonably expected by the Authority to be expended in the fiscal year of the Authority (1) to pay or provide for the expenses of construction, acquisition, operation and maintenance of the System, as well as administrative and other expenses of the Authority related to the System prior to placing the System in operation, and the principal of and interest on all bonds and other obligations, including 2023 Certificates, as the same become due; (2) to maintain such reserves or sinking funds as may be required by the terms of any contract of the Authority or any bond resolution, or as may be deemed necessary by the Authority; and (3) to comply in all respects with the terms of any bond resolution and with the Act; from which is subtracted –

(B) The sum of the following amounts to the extent available to be used to pay or provide for the amounts described in subparagraph A above: (1) Service Charges collected by the Authority; (2) the proceeds of bonds received by or for the account of the Authority; (3) the proceeds of insurance awards received by or for the account of the Authority with respect to the System; (4) contributions received by or for the account of the Authority with respect to the System and not under any circumstances repayable by the Authority until after the payment in full of all other obligations of the Authority, including its bonds, original or refunding or both; or (5) any other funds on hand and available therefor.

Annual Charges, if any, shall be assessed to and payable by each of the Municipalities in the same percentage as the most recent determination by the Authority of the allocation of annual flow among the Municipalities. The most recent determination by the Authority of such annual flow is as follows: (i) Hoboken 29.67%; (ii) Union City 34.25%; (iii) Weehawken 9.37%; and (iv) West New York 26.71%. The determination of the Authority shall be final and binding. The Authority has never drawn upon the Municipalities for payment under the Service Agreement in the past.

On or before January 1 of each year, the Authority will make an estimate of the amount of the Annual Charges, if any, that will become payable by the Municipalities for the succeeding year. On or before February 15 of each fiscal year, each Municipality will pay to the Authority the amount of any Annual Charges not paid relating to any prior fiscal year. Each Municipality will pay to the Authority that part of the estimated amount of the Annual Charges for the current fiscal year in four equal installments on March 1, June 1, September 1 and November 1 of such fiscal year.

The Municipalities will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for and authorize the payment of the estimated Annual Charges and any deficiencies from prior years. In the opinion of Special Counsel, the obligation of each Municipality

to pay to the Authority its respective Annual Charge is an unconditional and unqualified obligation of each such Municipality independent of any other obligation of each Municipality under the Service Agreement, and such payment shall be made by such Municipality regardless of whether (i) the System shall become operational, (ii) any party to any agreement pertaining to the System or the Project (as defined in the Service Agreement) or any other agreement shall perform their respective obligations pursuant to such agreements or whether such agreements shall be valid and binding, or (iii) the System or the Project (as defined in the Service Agreement) shall accomplish the intended purposes. Special Counsel is of the opinion that it is the obligation of each Municipality to make payment of such Annual Charge, if not available from other sources, from the levy of *ad valorem* property taxes upon all taxable real property within such Municipality without limitation as to rate or amount.

Compliance with Service Agreement and Enforcement of Revenues

The Authority will so plan, schedule and prosecute all construction on or about the System as to entitle it to make, impose and collect rents, rates, fees and charges pursuant to the terms of the Act and in compliance with the provisions of the Lease. The Authority will not release or modify the obligations of the Municipalities under the terms of the Service Agreement in any manner that would adversely affect the obligation to make payments thereunder. Any modification of the Service Agreement will be delivered to the Agent and the Lessor and will be accompanied by an Independent Counsel's Opinion stating that such modification is in compliance with the provisions of the Lease. In addition, the Authority will not release or modify the obligations of any party under the terms of the Service Agreement in any manner that would adversely affect the obligation of such party to make payments or to take any actions thereunder. The Authority will take all reasonable measures permitted by the Act or otherwise by law to enforce prompt payment to it of all Gross Revenues, and it will at all times, to the extent permitted by the Act or otherwise by law, defend, enforce, preserve and protect the rights, benefits and privileges of any beneficiaries under or with respect to the Service Agreement.

THE SYSTEM

For a detailed description of the System, see "APPENDIX A – CERTAIN INFORMATION CONCERNING THE AUTHORITY AND THE MUNICIPALITIES" herein.

THE LESSOR

The Lessor is a corporation duly formed and in good standing under the laws of the State of New Jersey. The Lessor has been formed for the purpose of acting as landlord pursuant to the Lease and in connection with the issuance of the 2023 Certificates. *The Lessor has no assets or operations other than those related to the financing and acquisition of the System. The Lessor does not employ any staff to carry out any functions.*

Pursuant to the Agent Agreement, the Lessor has assigned, *inter alia*, certain of its rights under the Lease, including the right to receive Fixed Rent payments due from the Authority under the Lease, to the Agent. The 2023 Certificates will constitute proportionate interests of such assigned Fixed Rent payments. Neither the Lessor nor the Agent is liable for the Fixed Rent payments or other amounts due under the Lease, and the Owners of the 2023 Certificates have no right to look to the Lessor or the Agent for payment of the 2023 Certificates.

ESTIMATED SOURCES AND USES OF FUNDS

All proceeds received from the sale and delivery of the 2023 Certificates are expected to be applied as follows:

SOURCES:

Principal Amount of 2023 Certificates	\$
[Net] Original Issue Premium	
Other Available Funds of the Authority	
Total Sources of Funds:	<u>\$</u>

USES:

Payment of Certificates to be Purchased	\$
Costs of Issuance and Costs of Tender Offer*	
Underwriter's Discount	
Total Uses of Funds:	<u>\$</u>

* Includes bond insurance premium and all legal, accounting, printing, municipal advisory and fiduciary expenses incurred in connection with the issuance and delivery of the 2023 Certificates.

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FIXED RENT PAYMENTS¹

Fixed Rent consists of principal and interest components. Fixed Rent payments relating to the 2023 Certificates are due on the dates and in the amounts set forth below.

<u>Fixed Rent Payment Date</u>	<u>2023 Certificates</u>		<u>Total Fixed Rent Payment</u>
	<u>Principal Portion</u>	<u>Interest Portion</u>	
6/1/2024			
6/1/2025			
6/1/2026			
6/1/2027			
6/1/2028			
6/1/2029			
6/1/2030			
6/1/2031			
6/1/2032			
6/1/2033			
6/1/2034			
6/1/2035			
6/1/2036			
6/1/2037			
6/1/2038			
6/1/2039			
6/1/2040			
6/1/2041			
6/1/2042			
6/1/2043			
6/1/2044			
Totals:			

CERTIFICATE OWNERS' RISKS

The discussion herein of risks to the Owners of the 2023 Certificates is not intended as dispositive, comprehensive or definitive, but rather is intended to summarize certain matters that could affect payment of the 2023 Certificates. Other sections of this Official Statement, as cited herein, should be referred to for a more detailed description of risks described in this section, which descriptions are qualified by reference to any documents discussed therein. Copies of all such documents are available for inspection at the corporate trust office of the Agent located in Mount Laurel, New Jersey.

Limited Obligation of the Authority

Payment of the Principal Portion or Redemption Price of the 2023 Certificates and the Interest Portion thereon shall be secured by and payable from Gross Revenues. The 2023 Certificates are not and shall not be deemed to create a debt or liability of the State of New Jersey or any political subdivision thereof and do not and shall not create or constitute any indebtedness, liability or obligation of the State of New Jersey or any political subdivision thereof. The Authority has no taxing power.

¹ Estimated; does not reflect debt service payable by the Authority, on a subordinate basis, relating to its bonds issued to the New Jersey Infrastructure Bank. For the overall debt service requirements of the Authority, see "APPENDIX A – CERTAIN INFORMATION CONCERNING THE AUTHORITY AND THE MUNICIPALITIES" herein.

Event of Default

An "*Event of Lease Default*" under the Lease includes, among other things, the failure of the Authority to make a payment of Rent as it becomes due, or the discovery of any false, misleading or materially erroneous statement, representation or warranty made by the Authority in, or with respect to, the Lease. An "*Event of Default*" under the Agent Agreement includes the failure of the Authority to pay any Interest Portion or Principal Portion of Fixed Rent when due and the occurrence of an Event of Lease Default. See "SECURITY AND SOURCES OF PAYMENT FOR THE LEASE CERTIFICATES" herein.

Upon the occurrence and continuation of an Event of Default under the Agent Agreement, the Agent may, in its discretion, or, upon written request of the Owners of at least a majority in aggregate principal amount of the 2023 Certificates then Outstanding and on provision of indemnity satisfactory to it, shall, declare the Principal Portion of all 2023 Certificates, together with the accrued and unpaid Interest Portions thereon, to be immediately due and payable or may pursue any remedy available to the Lessor under the Lease. Under the Lease, the Lessor shall have the right, without further demand or notice, to take one or any combination of the following remedial steps: (i) with or without terminating the Lease, reenter and take possession of the System and exclude the Authority therefrom; *provided, however*, that if the Lease has not been terminated, the Lessor shall return possession of the System to the Authority when the Event of Lease Default is cured; and *provided, further*, that the Authority shall continue to be responsible for the Rent due during the Fiscal Year then in effect; or (ii) with or without terminating the Lease, declare all Rent due or to become due during the Fiscal Year of the Authority in which the Event of Lease Default occurs to be immediately due and payable by the Authority, whereupon such Rent shall be immediately due and payable; or (iii) take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due and thereafter to become due during the then-current Fiscal Year of the Authority with respect to the System or enforce the performance and observance of any obligation, agreement or covenant of the Authority under the Lease.

There is no assurance that an Event of Lease Default will not occur under the Lease. If there shall occur an Event of Lease Default, the Agent shall have such remedies and rights as described in the Lease and the Agent Agreement. However, the Agent's remedies for an Event of Lease Default may be costly or difficult to enforce, and may be subject to application by a court of general principles of equity and judicial discretion.

Limited Utility of System

Pursuant to the Lease, on the occurrence and continuation of an Event of Lease Default, the Lessor may, among other things, reenter and take possession of the System and exclude the Authority therefrom. Pursuant to the Agent Agreement, the Agent may, in its discretion, or, upon written request of the Owners of a least a majority in aggregate principal amount of the Lease Certificates then Outstanding and on provision of indemnity satisfactory to it, shall, pursue any remedy available to the Lessor under the Lease. No assurance can be made that the rental or market value of the System will be sufficient to satisfy the Authority's payment obligations under the Lease.

Secondary Market

There can be no assurance that there will be a secondary market for the purchase or sale of the 2023 Certificates. From time to time, there may be no market for the 2023 Certificates depending upon prevailing market conditions, including the financial condition or market position for firms who may make the secondary market, and the financial conditions and results of operations of the Lessor, the Authority or the Agent.

Enforceability of Authority's Obligations Under United States Bankruptcy Code

The undertakings of the Authority under the Lease should be considered with reference to the provisions of Title 11 of the United States Code, 11 U.S.C. §§101 *et seq.* (the "*Bankruptcy Code*"), and other State bankruptcy laws affecting creditors' rights and municipalities in general. The Bankruptcy Code permits any political subdivision, public agency or instrumentality of the State that is insolvent or unable to meet its debts to commence a voluntary bankruptcy case by complying with applicable State law and filing a petition with a bankruptcy court for the purpose of effecting a plan to adjust its debts; directs such a petitioner to file with the court a list of petitioner's creditors; provides that a petition filed under this chapter shall operate as a stay of the commencement or continuation of any judicial or other proceeding against the petitioner; grants priority to debt owed for services or material; and provides that the plan must be accepted in writing by or on behalf of creditors holding at least two-thirds in amount and more than one-half in number of the allowed claims of such class. The Bankruptcy Code specifically does not limit or impair the power of a state to control, by legislation or otherwise, the procedures that a municipality must follow in order to take advantage of the provisions of the Bankruptcy Code.

Reference should also be made to N.J.S.A. 52:27-40 *et seq.*, which provides that a local unit, including the Authority, has the power to file a petition in bankruptcy with any United States court or court in bankruptcy under the provisions of the Bankruptcy Code for the purpose of effecting a plan of readjustment of its debts or for the composition of its debts; *provided, however*, the approval of the Municipal Finance Commission must be obtained. The powers of the Municipal Finance Commission have been vested in the Local Finance Board.

THE AUTHORITY HAS NOT AUTHORIZED THE FILING OF A BANKRUPTCY PETITION. THIS REFERENCE TO THE BANKRUPTCY CODE OR THE STATE STATUTE SHOULD NOT CREATE ANY IMPLICATION THAT THE AUTHORITY EXPECTS TO UTILIZE THE BENEFITS OF THEIR PROVISIONS, OR THAT, IF UTILIZED, SUCH ACTION WOULD BE APPROVED BY THE LOCAL FINANCE BOARD, OR THAT ANY PROPOSED PLAN WOULD INCLUDE A DILUTION OF THE SOURCE OF PAYMENT OF THE 2023 CERTIFICATES, OR THAT THE BANKRUPTCY CODE COULD NOT BE AMENDED AFTER THE DATE HEREOF.

FINANCIAL STATEMENTS

The audited financial statements of the Authority for the fiscal years ended January 31, 2023 and January 31, 2022 have been prepared by Garbarini & Co. P.C., Certified Public Accountants (the "*Auditor*"). The Auditor takes responsibility for its Independent Auditor's Report appearing and set forth in Appendix B hereto.

AGENT

TD Bank, National Association is a national banking association organized and existing under the laws of the United States of America with a corporate trust office located in Mount Laurel, New Jersey.

SECONDARY MARKET DISCLOSURE

In accordance with the provisions of Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended (the "*Rule*"), the Authority will deliver at closing a Secondary Market Disclosure Undertaking, substantially in the form set forth in Appendix E hereto.

Pursuant to previous undertakings pursuant to the Rule, the Authority undertook, on behalf of itself and the Municipalities, to provide secondary market disclosure information as required pursuant to the Rule. The Authority has previously failed to timely file the following items in the past five years pursuant to prior undertakings executed in connection with obligations issued by the Authority: (i) certain of its operating data, namely the Consultant's Certificate, for the fiscal years ending January 31, 2015 through January 31, 2019; however, the information contained in the Consultant's Certificate was included in both the operating data as well as the audited financial statements of the Authority filed annually with EMMA; and (ii) certain rating changes. Notices regarding the Authority's failure to file the Consultant's Certificate and the rating changes on a timely basis have been filed with EMMA. The Authority has instituted procedures to ensure future compliance with the Secondary Market Disclosure Undertaking and the Rule, including the appointment of Garbarini & Co. P.C. as continuing disclosure agent. **UPDATE HIGHLIGHTED SECTION**

RATINGS

[S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC (the "Rating Agency"), is expected to assign an insured rating of "AA" (stable outlook) to the 2023 Certificates based upon the issuance by AGM of the Policy at the time of delivery of the 2023 Certificates.] In addition, the Rating Agency has assigned an underlying rating of "[A+]" to the 2023 Certificates based upon the unenhanced rating of the Authority.

Such ratings reflect the views of the Rating Agency at the time such ratings were given and the Authority makes no representation as to the appropriateness of the ratings. Any explanation of the significance of the ratings may be obtained from the Rating Agency. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the Rating Agency if, in its judgment, circumstances so warrant. Any such downward revision, qualification or withdrawal of the ratings can be expected to have an adverse effect on the market price or marketability of the 2023 Certificates. Neither the Authority nor the Underwriter has agreed to take any action with respect to any proposed rating change or to bring such rating change, if any, to the attention of the holders of the 2023 Certificates.

TAX MATTERS

Federal

The Authority has covenanted to comply with any continuing requirements that may be necessary to preserve the tax-exempt status of the 2023 Certificates under the Internal Revenue Code of 1986, as amended (the "Code"). In the opinion of JP Capizzi LLC, Union City, New Jersey, Special Counsel to the Authority, to be delivered at the time of original issuance of the 2023 Certificates, assuming continuing compliance by the Authority with its covenant, under current law, interest on the 2023 Certificates is not includable in gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference under Section 57 of the Code when calculating the federal alternative minimum tax on individuals. However, interest on the 2023 Certificates is included when calculating the federal alternative minimum tax on certain corporations for tax years beginning after December 31, 2022. No opinion is expressed regarding other federal tax consequences or other federal taxes arising with respect to the 2023 Certificates.

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the 2023 Certificates in order to assure that interest on the 2023 Certificates will be, and remains, excludable from gross income for federal income tax purposes. These requirements include, but

are not limited to, requirements relating to use and expenditure of proceeds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on investments of gross proceeds of the 2023 Certificates be rebated to the federal government. Noncompliance with such requirements may cause interest on the 2023 Certificates to become subject to federal income taxation retroactive to their date of issuance, regardless of the date on which such noncompliance occurs or is discovered. The Authority will deliver an Arbitrage and Tax Certificate concurrently with the issuance of the 2023 Certificates, which will contain provisions and covenants relating to its compliance with the requirements of the Code. In rendering its opinion, Special Counsel has relied on certain representations, certifications of fact and statements of reasonable expectations made by the Authority in connection with the 2023 Certificates, and Special Counsel has assumed compliance by the Authority with its covenant to comply with any continuing requirements that may be necessary to preserve the tax-exempt status of the 2023 Certificates under the Code. The 2023 Certificates are not "private activity bonds" as defined in the Code.

Original Issue Premium. The 2023 Certificates may be sold at an initial offering price in excess of the amount payable at the maturity date (the "*Premium Certificates*"). The excess, if any, of the tax basis of the Premium Certificates to a purchaser (other than a purchaser who holds such Premium Certificates as inventory, as stock-in-trade or for sale to customers in the ordinary course of business) over the amount payable at maturity is amortizable certificate premium, which is not deductible from gross income for federal income tax purposes. Amortizable certificate premium, as it amortizes, will reduce the owner's tax cost of the Premium Certificates used to determine, for federal income tax purposes, the amount of gain or loss upon the sale, redemption at maturity or other disposition of the Premium Certificates. Accordingly, an owner of Premium Certificates may have taxable gain from the disposition of the Premium Certificates, even though the Premium Certificates are sold, or disposed of, for a price equal to the owner's original cost of acquiring the Premium Certificates. Certificate premium amortizes over the term of the Premium Certificates under the "constant yield method" described in the regulations interpreting Section 1272 of the Code. Owners of the Premium Certificates should consult their own tax advisors with respect to the calculations of the amount of certificate premium that will be treated for federal income tax purposes as having amortized for any taxable year (or portion thereof) of the owner and with respect to other federal, state and local tax consequences of owning and disposing of the Premium Certificates.

Bank-Qualification. The Code denies the interest deduction for indebtedness incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations. The denial to such institutions of 100% of the deduction for interest paid on funds allocable to tax-exempt obligations applies to those tax-exempt obligations acquired by such institutions after August 7, 1986. For certain issues, which must be so designated by the issuer as qualified under Section 265 of the Code, 80% of such interest may be deducted as a business expense by such institutions.

The 2023 Certificates will not be designated as qualified under Section 265 of the Code by the Authority for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

Possible Government Action. Legislation affecting municipal bonds is regularly under consideration by the United States Congress. In addition, the Internal Revenue Service ("*IRS*") has established an expanded audit program for tax-exempt obligations. There can be no assurance that legislation enacted or proposed, or an audit initiated or concluded by the IRS involving the 2023 Certificates or other tax-exempt obligations, after the issue date of the 2023 Certificates will not have an adverse effect on the tax-exempt status or market price of the 2023 Certificates.

State

In the opinion of Special Counsel, under current law, interest on the 2023 Certificates, and any gain on the sale thereof, is not includable in gross income under the New Jersey Gross Income Tax Act.

No opinion is expressed as to the treatment for New Jersey gross income tax purposes of any moneys received in payment of or in respect to the 2023 Certificates subsequent to termination of the term of the Lease by reason of an Event of Lease Default.

ALL PROSPECTIVE PURCHASERS OF THE 2023 CERTIFICATES SHOULD CONSULT THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE IMPLICATIONS OF THE CODE GIVEN THEIR PARTICULAR TAX CIRCUMSTANCES.

UNDERWRITING

The 2023 Certificates are being purchased for reoffering by Barclays Capital Inc. (the "Underwriter") at a purchase price of \$_____,_____,_____, representing the principal amount of the 2023 Certificates *plus* [net] original issue premium in the amount of \$_____ *less* Underwriter's discount in the amount of \$_____.

The Underwriter intends to offer the 2023 Certificates to the public initially at the reoffering yields set forth on the inside front cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the 2023 Certificates to the public. The Underwriter may offer and sell the 2023 Certificates to certain dealers (including dealers depositing the 2023 Certificates into investment trusts) at yields higher than the public offering yields set forth on the inside front cover page hereof, and such public offering yields may be changed, from time to time, by the Underwriter without prior notice.

MUNICIPAL ADVISOR

NW Financial Group, LLC, Hoboken, New Jersey, serves as municipal advisor to the Authority with respect to the issuance of the 2023 Certificates and has assisted in matters relating to the planning, structuring and issuance of the 2023 Certificates. However, NW Financial Group, LLC has not audited or participated in the preparation of the financial or statistical information contained in this Official Statement, nor has it verified the accuracy, completeness or fairness thereof and, accordingly, expresses no opinion or other assurance with respect thereto. NW Financial Group, LLC is an Independent Registered Municipal Advisor pursuant to the Dodd-Frank Act.

LITIGATION

In the opinion of JP Capizzi LLC, Union City, New Jersey, General Counsel to the Authority, there is no litigation pending or, to the best of its knowledge, information and belief, threatened restraining or enjoining the authorization, sale, execution, issuance or delivery of the 2023 Certificates, the Amendment to Master Lease or the Supplemental Agent Agreement, or in any way contesting or affecting the validity of the 2023 Certificates, the Lease or the Agent Agreement or any proceedings of the Authority taken with respect to the authorization, sale, execution, issuance or delivery thereof, or in any way contesting or affecting the collection of Gross Revenues to pay Fixed Rent under the Lease or in any way contesting or affecting the existence or powers of the Authority related to the authorization, sale, execution, issuance or delivery of the 2023 Certificates, the Lease or the Agent Agreement or the

collection of Gross Revenues. There is no litigation pending or, to the best of its knowledge, information and belief, threatened by or against the Authority wherein an adverse judgment or ruling would have a material adverse impact on the financial condition of the Authority or that is not otherwise adequately covered by insurance.

APPROVAL OF LEGAL PROCEEDINGS

All legal matters relating to the authorization, issuance, sale and delivery of the 2023 Certificates are subject to the approval of JP Capizzi LLC, Union City, New Jersey, Special Counsel to the Authority, whose approving opinion will be delivered with the 2023 Certificates substantially in the form set forth in Appendix D hereto. Except to the extent necessary to issue its approving opinion as to the validity of the 2023 Certificates, Special Counsel has made no inquiry of any officials of the Authority or of the Municipalities or of other persons as to any financial information, documents, statements or materials, and has not independently verified any such financial information, documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the 2023 Certificates. Accordingly, Special Counsel will not express any opinion with respect to the accuracy or completeness of any such financial information, documents, statements or materials. Certain legal matters will be passed upon for the Authority by JP Capizzi LLC, Union City, New Jersey, General Counsel to the Authority, for the Underwriter by its counsel, McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, and for the Agent by its counsel, Gibbons P.C., Newark, New Jersey.

MISCELLANEOUS

The references herein to statutes and to the Lease and the Agent Agreement are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to the full text of such statutes and the Lease and the Agent Agreement for a full and complete statement of such provisions. Copies of the documents mentioned in this paragraph are on file at the offices of the Agent and are included in the Appendices hereto.

The Authority has authorized the execution and delivery of this Official Statement.

THE NORTH HUDSON SEWERAGE AUTHORITY

By: _____
Brian Kappock
Chairman

Dated: December __, 2023

APPENDIX A

**CERTAIN INFORMATION CONCERNING THE AUTHORITY
AND THE MUNICIPALITIES**

APPENDIX B

FINANCIAL STATEMENTS OF THE AUTHORITY

APPENDIX C

FORMS OF LEASE AND AGENT AGREEMENT

APPENDIX D

FORM OF OPINION OF SPECIAL COUNSEL

APPENDIX E

FORM OF SECONDARY MARKET DISCLOSURE UNDERTAKING

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX G

CERTIFICATES TO BE PURCHASED

On the date of issuance of the 2023 Certificates, the Authority expects to use available funds of the Authority held under the Agent Agreement to purchase the following Target Certificates validly tendered to and accepted by the Authority for purchase and cancellation or redemption:

<u>Maturity (June 1)</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount to be Purchased</u> ^{*◇}	<u>Interest Rate</u>	<u>Purchase Date</u> [*]	<u>CUSIP</u> [†]
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* Preliminary; subject to change.

◇ To be finalized following the tender for purchase described in "PLAN OF FINANCING" in the forepart of this Official Statement.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. These CUSIP numbers are not intended to create a database and do not serve in any way as a substitute for the CUSIP Service Bureau database. Neither the Authority nor the Underwriter is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness by the Authority or the Underwriter or as included herein.