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December 20, 2017

His Excellency Governor Christopher T. Sununu
and
The Honorable Council

Dear Governor and Councilors:

REQUESTED ACTION

Holding of a public hearing and passage of a Resolution entitled: A RESOLUTION UNDER RSA 162-I:9 WITH RESPECT TO THE FINANCING OF AN INDUSTRIAL FACILITY, CONSISTING OF SOLID WASTE DISPOSAL FACILITIES, BY THE BUSINESS FINANCE AUTHORITY FOR LONZA AMERICA INC. IN PORTSMOUTH. (For the text of the requested Resolution see Tab #1 below this letter of transmittal.)

The Authority respectfully requests that you hold a hearing, and, if you consider such action appropriate, make the statutory findings under RSA 162-I:9 with respect to the proposed issuance of up to \$50,000,000 Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 by the Authority and the loan of the proceeds of the Bonds to Lonza America Inc. (the "Borrower") to finance solid waste disposal facilities at the manufacturing complex of Lonza Biologics Inc., a wholly-owned subsidiary of the Borrower located in Portsmouth, New Hampshire (the "Location"), and approve the issuance of the Bonds under Section 147(f) of the Internal Revenue Code. The Authority recommends your favorable action and submits in support thereof the following materials with item numbers the same as the tab numbers for the attached documents.

1. A suggested form of resolution for adoption by the Governor and Council.
2. A letter from Kutak Rock LLP, bond counsel, explaining this transaction.
3. Materials with respect to the Borrower and the facilities consisting of (a) the Application for Official Intent (Form BFA-1), dated December 1, 2017, submitted by the Borrower (b) the Full-Year Report 2016 of Lonza Group Ltd. ("Lonza Group"), of which the Borrower is a wholly-owned subsidiary, and (c) the Half-Year Report 2017 of Lonza Group.

His Excellency Governor Christopher T. Sununu
and
The Honorable Council
December 20, 2017
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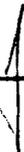
4. The proposed INDENTURE OF TRUST.
5. The proposed LOAN AGREEMENT.
6. The proposed BOND PURCHASE AGREEMENT.
7. Information from the New Hampshire Employment Security, Economic and Labor Market Information Bureau as to unemployment in the Location.
8. The resolution adopted by the Authority.
9. A summary of required statutory findings of the Governor and Council with reference to materials supporting each finding.

The Authority will be glad to furnish any additional documentation and information which you may request.

Respectfully submitted,

BUSINESS FINANCE AUTHORITY OF
THE STATE OF NEW HAMPSHIRE

By:



James Key-Wallace
Executive Director

**EXTRACT FROM THE MINUTES OF THE MEETING OF THE
GOVERNOR AND COUNCIL HELD DECEMBER 20, 2017
IN THE STATE HOUSE, CONCORD, NEW HAMPSHIRE**

At 10:00 a.m. the Governor announced that the next matter to be considered would be the financing of an industrial facility project, consisting of solid waste disposal facilities, by the Business Finance Authority for Lonza America Inc. in Portsmouth and declared that the public hearing on the subject had commenced. He said that he and the members of the Council had received documentation and information with respect to the project. The Governor said that the meeting would then hear anyone wishing to speak on the subject. James Key-Wallace, Executive Director of the Authority, stated that the Authority had approved the financing and recommended that the Governor and Council make the required findings under RSA 162-I:9 and approve the issuance of the Bonds under Section 147(f) of the Internal Revenue Code. He also briefly explained the project and emphasized that the credit of the State was not involved. The Governor then repeated that the proceedings were a public hearing and asked whether any other person wished to speak; there being none, Councilor _____ introduced a resolution entitled "A RESOLUTION UNDER RSA 162-I:9 WITH RESPECT TO THE FINANCING OF AN INDUSTRIAL FACILITY, CONSISTING OF SOLID WASTE DISPOSAL FACILITIES, BY THE BUSINESS FINANCE AUTHORITY FOR LONZA AMERICA INC. IN PORTSMOUTH" and moved its adoption, which was seconded by Councilor _____. After discussion of the resolution, the Governor called for a vote on the motion. Those voting in favor were: the Governor and Councilors _____; those abstaining were Councilor(s) _____; and those voting against were Councilor(s) _____. The Governor declared that the resolution was passed.

* * * * *

**A RESOLUTION UNDER RSA 162-I:9 WITH RESPECT TO THE FINANCING
OF AN INDUSTRIAL FACILITY, CONSISTING OF SOLID WASTE DISPOSAL FACILITIES,
BY THE BUSINESS FINANCE AUTHORITY FOR LONZA AMERICA INC. IN PORTSMOUTH**

Whereas, the Governor and Council have received from the Business Finance Authority (the "Authority") its written recommendations that the Governor and Council make certain findings and a determination pursuant to RSA 162-I:9 with respect to the financing for Lonza America Inc. (the "Borrower") of an industrial facility, consisting of solid waste disposal facilities, at the manufacturing complex of the Borrower's wholly-owned subsidiary, Lonza Biologics Inc. (the "Subsidiary"), located at 101 International Drive at the Pease International Tradeport in Portsmouth, by the Authority's issuance of up to \$50,000,000 of Bonds under RSA 162-I (the "Act") and to approve the issuance of the Bonds under Section 147(f) of the Internal Revenue Code;

WHEREAS, the Governor and Council have received all the documentation and information with respect to the transaction which they have requested; and

WHEREAS, further action by the Authority with respect to the transaction is subject to the passage of this resolution and cannot be taken until after its passage;

IT IS HEREBY RESOLVED THAT:

Section 1. Findings. On the basis of the Authority's recommendation and the documentation and information received by the Governor and Council, and after a public hearing, the Governor and Council find:

(a) Special findings:

(1) The Project consists of the acquisition, construction and installation of structures, facilities and equipment for the disposal of solid waste at the manufacturing complex of the Subsidiary at 101 International Drive at the Pease International Tradeport in Portsmouth. The Project is within the definition of "industrial facility" in the Act and may be financed under the Act; and

(2) The establishment and operation of the Project has created and will preserve employment opportunities within the State of New Hampshire and will help to protect and enhance the physical environment of the State of New Hampshire.

(b) General findings:

(1) The Project and the proposed financing of the Project are feasible;

(2) The Borrower and the Subsidiary have the skills and financial resources necessary to operate the Project successfully;

(3) The Loan Agreement to be dated the date of issuance of the Bonds (the “Agreement”) between the Authority and the Borrower and the Indenture of Trust to be dated the date of issuance of the Bonds (the “Indenture”) between the Authority and Regions Bank, as trustee (the “Trustee”), contain provisions so that under no circumstances will the Authority be obligated directly or indirectly to pay Project costs, debt service or expenses of operation, maintenance and upkeep of the Project except from Bond proceeds or from funds received under the Agreement, exclusive of funds received thereunder by the Authority for its own use;

(4) Neither the Agreement nor the Indenture purports to create any debt of the State with respect to the Project, other than a special obligation of the Authority acting on behalf of the State under the Act; and

(5) The proposed financing of the Project by the Authority and the proposed operation and use of the Project will serve one or more needs and implement one or more purposes set forth in RSA 162-I:1, will preserve or increase the social or economic prosperity of the State and one or more of its political subdivisions, and will promote the general welfare of the State’s citizens.

Section 2. Ultimate Finding and Determination. The Governor and Council find that the proposed financing, operation and use of the Project will serve a public use and provide a public benefit; and the Governor and Council determine that the Authority’s financing of the Project will be within the policy of, and the authority conferred by, the Act.

Section 3. Approval. The Governor and Council approve the Authority’s taking such further action under the Act with respect to the transaction as may be required and approve the issue of the Bonds under Section 147(f) of the Internal Revenue Code.

[Remainder of page intentionally left blank.]

Section 4. Effective Date. This resolution shall take effect upon its passage.

Passed and Agreed to December 20, 2017.

Governor Christopher T. Sununu

Councilor Joseph D. Kenney

Councilor Andru Volinsky

Councilor Russell E. Prescott

Councilor Christopher C Pappas

Councilor David K. Wheeler

KUTAK ROCK LLP

**SUITE 3910
ONE SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606-4614**

**312-602-4100
FACSIMILE 312-602-4101**

www.kutakrock.com

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WICHITA

December 20, 2017

His Excellency Christopher T. Sununu
and
The Honorable Council

Dear Governor and Councilors:

In this transaction the Business Finance Authority of the State of New Hampshire (the "Authority") will lend up to \$50,000,000 of revenue bond proceeds (the "Bonds") to Lonza America Inc. (the "Borrower") for the purpose of financing the acquisition, construction and installation of solid waste disposal facilities at the manufacturing complex of its wholly-owned subsidiary, Lonza Biologics Inc., located at 101 International Drive at the Pease International Tradeport in Portsmouth, New Hampshire.

The Bonds will be issued pursuant to an Indenture of Trust to be dated the date of issuance of the Bonds (the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement to be dated the date of issuance of the Bonds (the "Agreement") between the Authority and the Borrower. Payment of the principal and purchase prices of and interest on the Bonds will be initially secured by an irrevocable, direct-pay letter of credit (the "Letter of Credit") to be issued by Landesbank Hessen-Thüringen Girozentrale, acting by and through its New York Branch. Thornton Farish Inc. (the "Underwriter") will purchase the Bonds on the terms set forth in a Bond Purchase Agreement among the Authority, the Underwriter and the Borrower. Thornton Farish Inc. will also serve as the initial Remarketing Agent (the "Remarketing Agent") for the Bonds pursuant to a Remarketing Agreement to be dated the date of issuance of the Bonds between the Borrower and the Remarketing Agent.

The Bonds will initially bear interest at rates that are determined weekly (the "Weekly Rate") and will mature not later than 35 years from their date of issuance. At the option of the Borrower, the interest rate on the Bonds may be adjusted to a fixed rate for the remaining term of the Bonds (the "Fixed Rate"). While the Bonds bear interest at the Weekly Rate, Bondholders may tender their Bonds for purchase at a price equal to the principal amount of the tendered Bonds plus accrued interest, if any, to the date of purchase upon seven days' notice as provided in the Indenture. The Bonds are also subject to mandatory tender for purchase at 100% of the principal amount of the Bonds, plus accrued interest, if any, to the date of purchase on (i) the date of the

KUTAK ROCK LLP

adjustment of the interest rate on the Bonds to the Fixed Rate and (ii) certain dates relating to a change in security.

The Authority's obligation to pay the principal of, premium, if any, and interest on the Bonds is actually to be performed by the Borrower, which is unconditionally responsible for that performance under the Agreement, including from amounts drawn under the Letter of Credit. As in all transactions under RSA 162-I, neither the Authority's money nor other public funds will be or can be used to pay the principal of, premium, if any, or interest on the Bonds. Provisions appropriate for achieving this result, as required by RSA 162-I, are contained in the Agreement and the Indenture.

Very truly yours,

KUTAK ROCK LLP

By Deborah Thomas Boye
Deborah Thomas Boye

Name of Applicant Lonza America Inc.

Address 90 Boroline Road

City/Town Allendale State NJ Zip 07401

Contact Richard Olson Title Director -- Treasury & Operations Phone (201) 683-2918

Name and address of owner of project (if different)
same

Names and addresses of lessees of project (if any)

Amount of bond issue \$50,000,000 *subject to change

Address of project site: Lonza Biologics Inc.
Pease International Trade Port
101 International Drive
Portsmouth, NH 03801

Briefly describe the project:
see attached

	<u>Estimated Cost</u>	<u>Size</u>
Land Acquisition	\$ <u>0</u>	<u> </u> acres
Building Acquisition	\$ <u>0</u>	<u> </u> sq. ft.
Building Construction	\$ <u>90,000,000</u>	<u> </u> Fill out sq. ft. + Hard Costs
Building Renovation	\$ <u>0</u>	<u> </u> sq. ft.
Equipment Acquisition	\$ <u>53,000,000</u>	<u> </u> + soft costs
Cost of Bond Issuance	\$ <u>1,000,000*</u>	

Other (describe) * not to exceed 2% of principal of Bonds
Total Estimated Costs: \$143,000,000

If you are acquiring equipment, do you anticipate acquiring any used equipment? No

Describe the effect of the project on the environment The environmental facilities have been designed and implemented to be in full compliance with State and Federal EPA guidelines. The waste streams discharged from this facility will be neutral and not adverse to the environment.

When do you expect the project to begin? Under Construction July, 2015

When do you expect the project to be completed? August, 2017

How many jobs will be created or preserved by the facility?

Created 109 jobs

Preserved _____.

Describe the types of jobs created or preserved, their wage and salary levels and, if applicable, when the jobs will be created: All functions and disciplines weighted towards quality control, quality assurance, manufacturing and administrative. Job levels are technical, skilled and advanced. Estimated current average wages are \$58,000.

Names and addresses of contractors and subcontractors for the project:

Project completed

Describe the Applicant (and if applicable the owner and the lessees). Include a brief history of the Applicant, its principal products, and its customers:

See attached.

Briefly describe the background of the Applicant's (and if applicable the owner's and lessees') key management personnel:

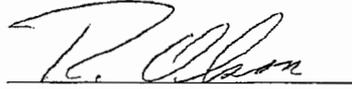
See attached.

Is the Applicant an equal opportunity employer? Yes, the owner? _____, the lessee? _____

Please provide any other information of which you believe the BFA should be aware in considering this application: The Company has completed four successful Tax-Exempt Financings with BFA: Series 1998, 2003, 2005 and 2010 totaling \$124,000,000.

The Applicant will promptly advise the BFA of any change in the foregoing information, or of any additional information that may become available as plans for the project progress.

Date: December 1, 2017

A handwritten signature in black ink, appearing to read "R. Olson", written over a horizontal line.

Authorized Officer of Applicant

BUSINESS FINANCE AUTHORITY OF THE
STATE OF NEW HAMPSHIRE

To

REGIONS BANK,
As Trustee

INDENTURE OF TRUST

Dated December [21], 2017

INDENTURE OF TRUST

(This Table of Contents is not a part of
this Indenture of Trust and is only for
convenience of reference)

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INDENTURE OF TRUST

This INDENTURE OF TRUST (the “Indenture”), dated December [21], 2017, by and between the Business Finance Authority, a body corporate and politic as an agency of the State of New Hampshire (the “Issuer”), and Regions Bank, a banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of Alabama with its principal corporate trust office located in Birmingham, Alabama, as Trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the Issuer is authorized under the Constitution and laws of the State of New Hampshire, including RSA 162-I, as amended (the “Act”), to issue revenue bonds in accordance with the Act to pay project costs as defined therein; and

WHEREAS, the Issuer has authorized the issuance of its Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 (the “Bonds”) in the aggregate principal amount of \$[50,000,000] pursuant to the Act for the purpose of defraying the costs of certain solid waste disposal facilities (the “Project”) to be owned by Lonza Biologics Inc., a Delaware corporation and a wholly-owned subsidiary of Lonza America Inc., a Delaware corporation (the “Company”); and

WHEREAS, the Issuer has entered into a Loan Agreement, dated December [21], 2017, with the Company specifying the terms and conditions of a loan by the Issuer to the Company of the proceeds of the Bonds for the purpose of financing the Project and the payment by the Company to the Issuer of amounts sufficient for the payment of the principal and purchase prices of, and premium, if any, and interest on, the Bonds and certain related expenses; and

WHEREAS, a letter of credit of Landesbank Hessen-Thüringen Girozentrale, acting through its New York Branch, is being issued simultaneously herewith to the Trustee to further secure the payment of the principal and purchase prices of and interest on the Bonds; and

WHEREAS, the Issuer has contracted for the sale and delivery of the Bonds to be issued in the aggregate principal amount of \$[50,000,000] as herein provided; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and premium, if any, and interest thereon, the Issuer has authorized the execution and delivery of this Indenture; and

WHEREAS, the Bonds, the certificate of authentication to be endorsed on the Bonds and the form of assignment to be endorsed on the Bonds are to be in substantially the following forms, with appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(FORM OF BOND)

UNITED STATES OF AMERICA

BUSINESS FINANCE AUTHORITY OF THE
STATE OF NEW HAMPSHIRE

SOLID WASTE DISPOSAL REVENUE BONDS
(LONZA BIOLOGICS INC. PROJECT)
SERIES 2017

No. _____ \$ _____

Issue Date: December [21], 2017 Maturity Date: _____ CUSIP: 644 _____

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that the Business Finance Authority (the "Issuer"), a body corporate and politic as an agency of the State of New Hampshire, for value received, hereby promises to pay, solely and only from the sources and as hereinafter provided, to the Registered Owner specified above (the "Registered Owner"), or registered assigns, the Principal Amount specified above, payable on the Maturity Date specified above (the "Maturity Date"), except as the provisions hereinafter set forth with respect to redemption and acceleration of maturity prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said sum, at the rate that is in effect from time to time, in accordance with the provisions hereof until the principal hereof is paid or made available for payment. During the Weekly Rate Period, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed. During the Fixed Rate Period, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of twelve (12) thirty-day months. Interest hereon shall be payable in arrears on each Interest Payment Date, until the principal sum hereof becomes due and payable. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the designated corporate trust office (the "Principal Office") of Regions Bank, as trustee, or its successor under trust (the "Trustee"). "Interest Payment Date" means (a) with respect to the Weekly Rate Period, the first day of each March, June, September and December, commencing with March 1, 2018, (b) with respect to the Fixed Rate Period, June 1 and December 1 of each year commencing on the June 1 or December 1 next following the Fixed Rate Adjustment Date, (c) the Fixed Rate Adjustment Date and (d) the Maturity Date; provided that, if a day which is an Interest Payment Date is not a Business Day, then payment shall be made on the next succeeding Business Day, but interest paid on such Business Day shall accrue only through the day next preceding the Interest Payment Date. "Business Day" means any day other than a Saturday, a Sunday or a day on which banking institutions in the city in which the principal office of the

Company or the Principal Office of the Trustee or the principal office of the Remarketing Agent is located or the office of the Credit Provider at which action is to be taken to realize moneys under the Credit Facility then in effect is located are required or authorized by law or executive order to be closed, or other than a day on which the New York Stock Exchange is closed.

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date preceding the related Interest Payment Date. Except while the Bonds are in a book-entry system of registration, payments of interest on this Bond shall be made in next day funds by check of the Trustee mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the Issuer kept by the Trustee, as bond registrar, or at such other address as is furnished to the Trustee in writing by such Registered Owner no later than the close of business on the Record Date; provided, that, with respect to the Weekly Rate Period, payments of interest on this Bond shall be made by wire transfer of immediately available funds to the Registered Owner of this Bond to an account at a financial institution located in the continental United States, provided that such Registered Owner shall have given written notice to the Trustee by the applicable Record Date identifying the location and number of the account to which such payment should be wired; provided further, that with respect to the Fixed Rate Period payments of interest on this Bond may be made by wire transfer of immediately available funds to the Registered Owner of this Bond to an account at a financial institution located in the continental United States in the event that the Registered Owner hereof is the Registered Owner of at least \$1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Trustee on or before the second Business Day immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "Record Date" shall mean, with respect to any Interest Payment Date in respect of the Weekly Rate Period, the Business Day immediately preceding such Interest Payment Date and, with respect to any Interest Payment Date in respect of the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding such Interest Payment Date.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of New Hampshire, including particularly RSA 162-I, as supplemented and amended (the "Act"), and in accordance with action taken by the governing body of the Issuer. This Bond and the obligation to pay interest hereon are special, limited obligations of the Issuer, secured as herein described and payable solely out of the revenues and income derived from the Agreement and as otherwise provided in the Indenture (each as hereinafter defined).

THE BONDS WILL BE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE AGREEMENT. NO OWNER OF THIS BOND OR ANY OTHER BOND OF THE SERIES OF WHICH THIS BOND IS A PART HAS THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE OF NEW HAMPSHIRE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF TO PAY THE BONDS OR THE INTEREST OR THE PREMIUM, IF ANY, THEREON. THE BONDS SHALL NOT BE GENERAL OBLIGATIONS OF THE ISSUER NOR SHALL THEY BE PAYABLE IN ANY MANNER BY TAXATION. THE BONDS DO NOT AND SHALL NEVER CONSTITUTE OR EVIDENCE AN INDEBTEDNESS OF THE ISSUER, THE STATE OF NEW HAMPSHIRE

OR ANY POLITICAL SUBDIVISION THEREOF OR A LOAN OF CREDIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THIS BOND AND ALL OTHER BONDS OF THE SERIES OF WHICH IT FORMS A PART ARE ISSUED UNDER, AND IN CONFORMITY WITH, THE PROVISIONS, RESTRICTIONS AND LIMITATIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF NEW HAMPSHIRE AND PARTICULARLY THE PROVISIONS OF THE ACT.

THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE STATE OF NEW HAMPSHIRE OR OF THE ISSUER EXCEPT TO THE EXTENT PERMITTED BY THE ACT. ALL AMOUNTS OWED HEREUNDER ARE PAYABLE ONLY FROM THE SOURCES PROVIDED IN THE AGREEMENT, AND NO PUBLIC FUNDS MAY BE USED FOR THAT PURPOSE.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of \$[50,000,000] (the "Bonds") issued for the purpose of defraying the costs of certain solid waste disposal facilities (the "Project") at the manufacturing complex (the "Plant") of Lonza Biologics Inc., a Delaware corporation and a wholly-owned subsidiary of Lonza America Inc., a Delaware corporation (the "Company"), located in Portsmouth, New Hampshire. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust dated December [21], 2017 (which indenture, as from time to time amended and supplemented, is herein referred to as the "Indenture"), duly executed and delivered by the Issuer to the Trustee. Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the use of the proceeds of the Bonds and the payment of loan repayment installments by the Company (which installments are correlated to the terms of the Bonds as to principal amount and maturity date, interest rates and payment dates and prepayment (or redemption) provisions) are contained in a Loan Agreement dated December [21], 2017 (which agreement, as from time to time amended and supplemented, is herein referred to as the "Agreement"), by and between the Issuer and the Company. Capitalized terms used herein and not defined shall have the meanings set forth in the Indenture.

The Bonds are issuable only as fully registered Bonds without coupons in denominations of \$100,000 or any integral multiple thereof during the Weekly Rate Period and in denominations of \$5,000 or any integral multiple thereof during the Fixed Rate Period (such denominations being herein referred to as "Authorized Denominations"). This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of Authorized Denomination or Denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other Authorized Denominations. The Trustee shall not be required to

transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as provided in the Indenture, or during the period of fifteen (15) days next preceding the giving of such notice of redemption, except a transfer upon a tender of a Bond for purchase as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future official or employee of the Issuer, or of any successor thereof, as such, either directly or indirectly or through the Issuer or any successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official or employee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of any of the Bonds. Neither any director, officer, employee or agent of the Issuer nor any person executing the Bonds shall be personally liable, either jointly or severally, thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

Payments pursuant to the Agreement and as otherwise provided in the Indenture sufficient for the prompt payment, when due, of the principal of and interest, and premium, if any, on the Bonds are to be paid to the Trustee for the account of the Issuer and deposited in a special trust fund created by the Issuer and identified as the Bond Fund, and such payments have been duly pledged and assigned for that purpose, and in addition certain rights of the Issuer under the Agreement have been assigned to the Trustee to secure payment of such principal, premium, if any, and interest under the Indenture.

An irrevocable, transferable, direct pay letter of credit dated the Issue Date (the "Initial Credit Facility") has been issued in favor of the Trustee for the benefit of the owners from time to time of the Bonds supporting the payment of the unpaid principal amount of the Bonds or that portion of the purchase price of the Bonds corresponding to principal of the Bonds and up to 106 days of interest on the Bonds (computed at the rate of eight percent (8%) per annum on the basis of a year of 365 days) to pay interest accrued on the Bonds or that portion of the purchase price corresponding to interest accrued on the Bonds when due under the conditions set forth therein. The Initial Credit Facility expires on [December 21, 2018], unless extended, but may be earlier terminated upon the occurrence of certain events stated therein. The Initial Credit Facility, together with any Alternate Credit Facility, is herein referred to as the "Credit Facility," and the issuer of any Credit Facility, including the Initial Credit Facility, is herein referred to as the "Credit Provider."

The Bonds shall bear interest at the Weekly Rate unless and until such interest is adjusted to the Fixed Rate. During the Weekly Rate Period, the Bonds shall bear interest at the Weekly Rate, which shall be determined by the Remarketing Agent in accordance with the provisions of the Indenture by no later than 9:30 a.m., New York City time, on the Issue Date and thereafter by no later than 9:30 a.m., New York City time, on the Business Day next preceding Thursday of each week.

The interest rate on the Bonds may be adjusted to the Fixed Rate as provided in the Indenture. If the interest rate on the Bonds is adjusted to the Fixed Rate, the Bonds shall thereafter bear interest at the Fixed Rate, which shall be determined in accordance with the provisions of the Indenture by the Remarketing Agent not less than three (3) days prior to the Fixed Rate Adjustment Date. If the interest rate on the Bonds is adjusted to the Fixed Rate, the Trustee shall give notice of such adjustment to the owners of the Bonds not less than thirty (30) days prior to its effective date.

In no event shall the Bonds bear interest at a rate greater than the lesser of (a) the rate agreed to by the Credit Provider as set forth in the Credit Facility then in effect with respect to the Bonds or (b) fifteen percent (15%) per annum (the "Cap Rate").

The Issuer, at the direction of the Company, has appointed Thornton Farish Inc. as Remarketing Agent under the Indenture. The Issuer may, at the direction of the Company, from time to time, remove or replace the Remarketing Agent. The determination of any interest rate by the Remarketing Agent shall be conclusive and binding on the Issuer, the Company, the Trustee, the Credit Provider, the Remarketing Agent and the owners from time to time of all of the Bonds.

THE BONDS ARE SUBJECT TO REDEMPTION AT THE OPTION OF THE COMPANY AND TO PURCHASE AT THE OPTION OF THE OWNERS THEREOF AS PROVIDED IN THE INDENTURE. IN ADDITION, THE BONDS ARE SUBJECT TO MANDATORY REDEMPTION AND TO MANDATORY PURCHASE UPON THE TERMS PROVIDED IN THE INDENTURE.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. So long as the Credit Provider has not wrongfully failed to honor a demand for payment under the Credit Facility which wrongful dishonor is continuing, the Credit Provider shall be entitled, but not obligated, to request that the Trustee exercise or to direct the Trustee in the exercise of all rights and remedies upon the occurrence of an event of default under the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the Maturity Date, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations maturing as to principal and interest in such amounts and on such dates as will provide sufficient Available Moneys to pay the principal of and interest and premium, if any, on the Bonds shall have been deposited with the Trustee, and if moneys sufficient to pay all fees, charges and expenses of the Trustee and all other liabilities of the Company under the Agreement and to the Credit Provider shall have been paid or provided for, after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer and the Trustee with the consent of the owners of not less than a majority, or in certain instances 100%, in aggregate principal amount of the Bonds at the time outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No amendment of the Indenture will become effective without the consent of the Company and, if a Credit Facility is then in effect or any obligations of the Company to the Credit Provider remain unsatisfied, the Credit Provider (except as otherwise provided in the Indenture).

Terms which are used herein as defined terms and which are not otherwise defined herein shall have the meanings specified for such terms in the Indenture.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been manually executed by the Trustee. This Bond is issued with the intent that the laws of the State of New Hampshire will govern its construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Business Finance Authority of the State of New Hampshire has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signatures of the persons thereunto duly designated by its Board and its seal to be affixed, imprinted or reproduced hereon, all as of the Issue Date.

BUSINESS FINANCE AUTHORITY

By: _____
Chairman, Board of
Directors

By: _____
Executive Director

[SEAL]

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within mentioned Indenture of Trust.

Date of Authentication: _____ REGIONS BANK,
as Trustee
By: _____
Authorized Officer

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common
TEN ENT — as tenants by the entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT-
Custodian _____
(Cust) (Minor)
under Uniform Transfer/Gifts to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Taxpayer I.D. No. _____)

the within Bond of the Business Finance Authority of the State of New Hampshire numbered _____, and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) to this Assignment must correspond with the name as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company with a branch in the United States.

* * * * *

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and, on a subordinate basis and after payment in full of all of the Bonds other than Company Bonds and Pledged Bonds, the obligations under the Credit Agreement, and a valid assignment and pledge of certain rights of the Issuer under the Agreement have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, the issuance of the Initial Credit Facility by the Initial Credit Provider and of the sum of ten dollars, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, and premium, if any, and interest on, or purchase prices of, the Bonds according to their tenor and effect, and to secure the Company's obligations under the hereinafter defined Credit Agreement, and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and grant a security interest to Regions Bank, as Trustee, and its successors in trust and assigns forever, for the benefit of the owners from time to time of the Bonds and, on a subordinate basis and after payment in full of all of the Bonds other than Company Bonds and Pledged Bonds, for the benefit of the hereinafter defined Credit Provider, to the extent provided in this Indenture:

GRANTING CLAUSE FIRST

All of the right, title and interest of the Issuer in and to the Agreement and all Revenues, as hereinafter defined, except for the rights of the Issuer under Sections 4.2(c), 5.2 and 6.3 of the Agreement and the rights to make determinations and receive notices as therein provided;

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, including without limitation any moneys realized under a Credit Facility (as hereinafter defined), and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Issuer or by anyone on its behalf or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof;

TO HAVE AND TO HOLD all and singular the Trust Estate (as hereinafter defined), whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise specifically provided herein); provided however, that until such time as the owners of all of the Bonds (other than Company Bonds and Pledged Bonds) have been paid in full, the lien and security interest granted herein for the benefit of the Credit Provider shall at all times be subject and subordinate to the lien and security interest granted herein for the benefit of the owners of Bonds (other than the owners of Pledged Bonds and Company Bonds);

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, on the dates and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Governmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof and shall pay or cause to be paid all sums owing to the Credit Provider under the Credit Agreement, and, after said payments on the Bonds and payment of such other sums have been made, then upon the final payment thereof or provision therefor this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared that, all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Bonds as follows (subject, however, to the provisions of Section 2.3 hereof):

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definition of Terms. All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

“Act” means RSA 162-I, as supplemented and amended.

“Act of Bankruptcy” means the commencement of a voluntary or involuntary case in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Company or the Issuer or any Affiliate or Insider of the Company under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereinafter in effect.

“Affiliate” means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and “control” means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means the Loan Agreement dated December [21], 2017, by and between the Issuer and the Company, as from time to time supplemented and amended, relating to the Bonds.

“Alternate Credit Facility” means an irrevocable, transferable, direct pay letter of credit substantially the same as to form and substance as the Initial Credit Facility.

“Authorized Denomination” means (a) \$100,000 or any integral multiple thereof when the Bonds bear interest at the Weekly Rate, and (b) \$5,000 or any integral multiple thereof when the Bonds bear interest at the Fixed Rate.

“Available Moneys” means (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of a Credit Facility (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder (other than the Construction Fund or the Bond Purchase Fund) in which no moneys which were

not Available Moneys were at any time held, together with investment earnings on such Bond proceeds, (ii) moneys which have been paid to the Trustee by the Company and have been continuously on deposit with the Trustee and subject to the lien of this Indenture in a separate and segregated account or accounts or sub-account or sub-accounts in which no other moneys are held for at least one year during and prior to which no Act of Bankruptcy shall have occurred (unless the petition giving rise to such Act of Bankruptcy shall have been dismissed and such dismissal shall be final and not subject to appeal), and the proceeds from the investment thereof, (iii) moneys on deposit with the Trustee representing proceeds from the remarketing by the Remarketing Agent of Bonds purchased as described in Section 4.1 or Section 4.2 hereof to any person other than the Company, the Issuer, the Subsidiary or any Affiliate or Insider of the Company, the Issuer or the Subsidiary, which in each case were at all times since their receipt by the Trustee held in a separate and segregated account or accounts or sub-account or sub-accounts in which no moneys which were not Available Moneys were at any time held, (iv) moneys realized under a Credit Facility which were at all times since their receipt by the Trustee held in a separate and segregated account or accounts or sub-account or sub-accounts in which no moneys other than those realized under such Credit Facility were at any time held, and (v) proceeds from the issuance and sale of other indebtedness or any other moneys or securities if there is delivered to the Trustee and each Rating Agency then rating the Bonds at the time of issuance and sale of such indebtedness or the delivery of such moneys or securities an opinion of Counsel nationally recognized in bankruptcy matters (which may assume that no Bondholder is an Insider) to the effect that the use of such proceeds or moneys to pay the principal of, premium, if any, purchase price or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code recoverable under Section 550 of the Bankruptcy Code should the Company, the Issuer, the Subsidiary or any Affiliate or Insider of the Company, the Issuer or the Subsidiary become a debtor in a proceeding commenced thereunder; and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which a Credit Facility is not in effect any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Company Bonds or Pledged Bonds, the term "Available Moneys" shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys realized under a Credit Facility.

"Bankruptcy Code" means the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

"Beneficial Owner" means the owner of a Bond or portion thereof for federal income tax purposes.

"Bond" or "Bonds" means the Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 of the Issuer, in the aggregate principal amount of \$[50,000,000], issued pursuant to this Indenture.

"Bond Counsel" means Kutak Rock LLP or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually

satisfactory to the Issuer, the Company (so long as no event of default is then existing under Section 6.1(a), (b), (c), (d) or (e) of the Agreement) and the Trustee.

“Bond Fund” means the fund created and established by Section 6.2 of this Indenture.

“Bond Fund-Credit Facility Account” means the account of that name created and established by Section 6.2 of this Indenture.

“Bond Purchase Fund” means the fund created and established by Section 6.10 of this Indenture.

“Bondholder,” “bondholder,” “holder,” “Bondowner,” “bondowner” and “owner” mean the Registered Owner of any Bond.

“Business Day” means any day other than a Saturday, a Sunday or a day on which banking institutions in the city in which the Principal Office of the Company or the Principal Office of the Trustee or the Principal Office of the Remarketing Agent is located or the office of the Credit Provider at which action is to be taken to realize moneys under the Credit Facility then in effect is located are required or authorized by law or executive order to be closed, or other than a day on which the New York Stock Exchange is closed.

“Cap Rate” means the lesser of (a) the rate agreed to by the Credit Provider as set forth in the Credit Facility then in effect with respect to the Bonds or (b) fifteen percent (15%) per annum.

“Code” means the Internal Revenue Code of 1986, as amended, together with any regulations promulgated thereunder or applicable thereto.

“Company” means Lonza America Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successors and assigns, and any surviving, resulting or transferee entity as permitted by Section 5.1 of the Agreement. “Principal Office” of the Company means 90 Boroline Road, Allendale, New Jersey 07401 unless another office is designated as such in writing to the Trustee, the Issuer, the Remarketing Agent and the Credit Provider.

“Company Bonds” means Bonds, other than Pledged Bonds, owned by the Company (or any Insider or Affiliate of the Company designated in writing to the Trustee as such) and registered in the name of the Company (or such Insider or Affiliate of the Company), or in the name of a nominee designated in writing to the Trustee by the Company (or such Insider or Affiliate of the Company).

“Construction Fund” means the fund created and established by Section 6.6 of this Indenture.

“Counsel” means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company or the Trustee) duly admitted to the practice of law before the highest court of any state of the United States of America or of the District of Columbia.

“Credit Agreement” means the Letter of Credit Reimbursement Agreement dated as of December [21], 2017, between the Company and the Initial Credit Provider, as from time to time supplemented and amended, under the terms of which the Initial Credit Provider has agreed to issue and deliver the Initial Credit Facility to the Trustee; and, unless the context or use indicates another or different meaning or intent, any reimbursement or other agreement between the Company (or any entity acting for the benefit of the Company) and the issuer of any Alternate Credit Facility delivered to the Trustee pursuant to Section 5.13 of the Agreement, as from time to time supplemented and amended, which provides that it is a Credit Agreement for purposes of the Agreement and this Indenture.

“Credit Facility” means the Initial Credit Facility or Alternate Credit Facility then in effect.

“Credit Facility Interest Amount” means the amount of the interest portion of the Credit Facility.

“Credit Provider” means the Initial Credit Provider and thereafter the provider of any Alternate Credit Facility then in effect.

“Direct Participant” means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Bonds.

“Eligible Account” means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a short-term debt rating from S&P of at least “A-2” (or, if no short-term debt rating, a long-term debt rating of at least “BBB+”); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

“Event of Default” or “event of default” means any occurrence or event specified as such in and defined as such by Section 9.1 hereof.

“Expiration Date” means the Stated Expiration Date of any Credit Facility or any earlier date on which any then current Credit Facility shall terminate, expire or be canceled in accordance with its terms.

“Fixed Rate” means the interest rate on the Bonds in effect during the Fixed Period, as established in accordance with Section 2.2(c) hereof.

“Fixed Rate Period” means the period, if any, during which the Bonds bear interest at the Fixed Rate.

“Fixed Rate Adjustment Date” means, if it occurs, the date on which the Bonds are converted to bear interest at the Fixed Rate.

“Governmental Obligations” means noncallable, direct general obligations of, or obligations the full and timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

“Indenture” means this Indenture, as from time to time supplemented and amended in accordance with Article XI hereof.

“Initial Credit Facility” means the initial irrevocable, transferable direct pay letter of credit delivered to the Trustee by the Initial Credit Provider, as provided in Section 5.13(a) of the Agreement.

“Initial Credit Provider” means Landesbank Hessen-Thüringen Girozentrale, acting through its New York Branch, as the issuer of the Initial Credit Facility pursuant to Section 5.13(a) of the Agreement.

“Insider” means an “insider” as defined in the Bankruptcy Code.

“Interest Payment Date” means (i) with respect to the Weekly Rate Period, the first day of each March, June, September and December, commencing with March 1, 2018, (ii) with respect to the Fixed Rate Period, June 1 and December 1 of each year commencing on the June 1 or December 1 next succeeding the Fixed Rate Adjustment Date, (iii) the Fixed Rate Adjustment Date, and (iv) the Maturity Date.

“Interest Rate Period” means the Weekly Rate Period or the Fixed Rate Period.

“Investment Grade” means, during the Fixed Rate Period, Baa or BBB by Moody’s or S&P (or an equivalent), or during the Weekly Rate Period, VMIG-2 or A2 by Moody’s or S&P (or an equivalent).

“Issue Date” means the date the Bonds are delivered to and paid for by the Underwriter.

“Issuer” means the Business Finance Authority, a body corporate and politic as an agency of the State of New Hampshire, and any successor body to the duties or functions of the Issuer.

“Mandatory Purchase Date” means any date on which the Bonds are required to be purchased in accordance with Section 4.2 hereof.

“Maturity Date” means _____.

“Moody’s” means Moody’s Investors Service, Inc., a nationally recognized statistical rating organization, and its successors and assigns, except that if such rating organization is dissolved or liquidated or no longer performs the functions of a rating organization, then the term “Moody’s” is deemed to refer to any other nationally recognized statistical rating organization selected by the Company, with notice to the Trustee, and approved in writing by the Remarketing Agent and the Credit Provider.

“Outstanding” or “Bonds outstanding” means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

- (a) Bonds canceled after purchase or because of payment at redemption or at maturity;
- (b) Bonds or portions thereof deemed to be paid, as provided in Article VIII hereof;
- (c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and
- (d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

“Pledge Agreement” means that certain Custody and Pledge Agreement, dated as of December [21], 2017, among the Company, the Trustee, Regions Bank, as Custodian, and the Initial Credit Provider, as amended or supplemented from time to time, or any other such agreement entered into by the Company in connection with the issuance of any Alternate Credit Facility, as from time to time supplemented and amended, which provides that it is a Pledge Agreement for purposes of this Indenture and the Agreement.

“Pledged Bonds” means any and all Bonds which are, at the time of determination thereof, pledged to the Credit Provider pursuant to any Pledge Agreement, in each case as a result of such Bonds having been purchased with moneys realized under a Credit Facility as described in Section 6.11(c) hereof.

“Purchase Price” means the purchase price of a Bond tendered or deemed tendered for purchase pursuant to Section 4.1 or 4.2 hereof.

“Rating Agency” means Moody’s or S&P to the extent they then are providing or maintaining a rating on the Bonds at the request of the Company, or in the event that Moody’s or S&P no longer maintains a rating on the Bonds, any nationally recognized statistical rating organization selected by the Company, with notice to the Trustee, and approved in writing by the Remarketing Agent and the Credit Provider.

“Rating Category” or “Rating Categories” means one or more of the generic rating categories of a nationally recognized statistical rating organization, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

“Rating Confirmation Notice” means a written notice from Moody’s, if the Bonds are then rated by Moody’s, and S&P, if the Bonds are then rated by S&P, and from every other Rating Agency then rating the Bonds, confirming that the rating on the Bonds will not be lowered or withdrawn as a result of the action proposed to be taken.

“Record Date” means, with respect to any Interest Payment Date in respect of the Weekly Rate Period, the Business Day immediately preceding such Interest Payment Date and, with respect to any Interest Payment Date in respect of the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding such Interest Payment Date.

“Registered Owner” means the person or persons in whose name or names a Bond shall be registered on the registration books of the Issuer maintained by the Trustee for that purpose in accordance with the terms of this Indenture.

“Remarketing Agent” means initially Thornton Farish Inc., and thereafter any successor Remarketing Agent appointed in accordance with Section 10.11 hereof. “Principal Office” of the Remarketing Agent means, initially 3500 Eastern Boulevard, Suite 210, Montgomery, Alabama 36116 unless another office is designated as such in writing to the Trustee, the Issuer, the Company and the Credit Provider.

“Remarketing Agreement” means the Remarketing Agreement dated December [21], 2017, between the Company and the Remarketing Agent, as from time to time supplemented and amended, relating to the Bonds and, unless the context or use indicates another or different meaning or intent, any remarketing agreement between the Company and the Remarketing Agent, as from time to time supplemented and amended, which provides that it is a Remarketing Agreement for purposes of this Indenture and the Agreement.

“Revenues” means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement and all receipts of the Trustee credited against such amounts under the provisions of this Indenture, including all moneys realized by the Trustee under a Credit Facility to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trustee under Section 6.3(a) hereof, and (iii) any amounts paid into the Bond Fund from the Construction Fund, including income on investments.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., a nationally recognized statistical rating organization, and its successors and assigns, except that if such statistical rating organization is dissolved or liquidated or no longer performs the functions of a statistical rating organization, then “S&P” will be deemed to refer to any other nationally

recognized statistical rating organization selected by the Company, with notice to the Trustee, and approved in writing by the Remarketing Agent and the Credit Provider.

“Securities Depository” has the meaning set forth in Section 2.11 hereof.

“State” means the State of New Hampshire.

“Stated Expiration Date” means the stated expiration date of any then current Credit Facility, or such stated expiration date as it may be extended from time to time.

“Tax Agreement” means the Tax Exemption Certificate and Agreement, dated the Issue Date, among the Issuer, the Trustee and the Company, as it may be amended in accordance with its terms, relating to the Bonds.

“Trust Estate” means the property conveyed to the Trustee for the benefit of the owners from time to time of the Bonds and, on a subordinate basis to the extent provided in the Granting Clauses of this Indenture, for the benefit of the Credit Provider pursuant to the Granting Clauses of this Indenture.

“Trustee” means Regions Bank, and any successor trustee at the time serving as successor trustee hereunder. “Principal Office” of the Trustee means initially 1900 5th Avenue North, 26th Floor, Birmingham, Alabama 35203 and thereafter the office designated as such in writing to the Bondholders, the Issuer, the Company, the Remarketing Agent and the Credit Provider.

“Underwriter” means Thornton Farish Inc.

“Unsurrendered Bonds” means Bonds (or portions thereof in Authorized Denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds (if any) tendered or deemed to be tendered for purchase on the date specified in Section 4.1 hereof or on a Mandatory Purchase Date.

“Weekly Rate” means the interest rate on the Bonds from time to time in effect during the Weekly Rate Period.

“Weekly Rate Period” means the period during which the Bonds bear interest at the Weekly Rate.

Section 1.2. Rules of Interpretation. The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Indenture as a whole.

Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Indenture are to the designated Articles, Sections, and other subdivisions of this Indenture as originally executed.

The headings of this Indenture are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

THE BONDS

Section 2.1. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. The total principal amount of Bonds that may be issued is hereby expressly limited to \$[50,000,000], except as provided in Sections 2.7, 4.1 and 4.2 hereof.

Section 2.2. Issuance of Bonds; Interest on Bonds.

(a) General. The Bonds shall be designated “Business Finance Authority of the State of New Hampshire Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017.” The Bonds shall be issuable only as fully registered Bonds without coupons in Authorized Denominations. Unless the Issuer shall otherwise direct, the Bonds shall be numbered separately from 1 upward.

All Bonds shall be dated the Issue Date and shall mature on the Maturity Date. The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof and shall be subject to purchase as provided in Article IV hereof. Interest on the Bonds shall be payable in arrears on each Interest Payment Date for each such Bond, until the principal sum becomes due and payable and shall accrue from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid or duly provided for on the Bonds, then from the Issue Date, until the principal of the Bonds is paid or made available for payment. If a day which is an Interest Payment Date is not a Business Day, then payment shall be made on the next succeeding Business Day, but interest paid on such Business Day shall accrue only through the day next preceding such Interest Payment Date.

The Bonds shall bear interest at the Weekly Rate unless and until such interest rate is adjusted to the Fixed Rate as hereinafter provided. During the Weekly Rate Period interest shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, for the actual number of days elapsed, and during the Fixed Rate Period interest shall be calculated on the basis of a calendar year of 360 days consisting of twelve (12) thirty-day months.

(b) Weekly Rate. During the Weekly Rate Period, the Bonds shall bear interest at the Weekly Rate, which shall be determined by the Remarketing Agent by no later than 9:30 a.m., New York City time, on the Issue Date and thereafter by no later than 9:30 a.m., New York City time, on the Business Day next preceding Thursday of each week during the Weekly Rate Period. The Weekly Rate shall be the rate determined by the Remarketing Agent under then prevailing market conditions to be the minimum interest rate which, if borne by the Bonds on the effective date of such rate, would enable the Remarketing Agent to sell the Bonds on such date at a price (without regard to accrued interest) equal to the principal amount thereof; provided, however,

that (A) if the Remarketing Agent shall not have determined a Weekly Rate for any period, the Weekly Rate for such period shall be the same as the Weekly Rate for the immediately preceding period and (B) in no event shall the Weekly Rate exceed the Cap Rate. The first Weekly Rate shall apply to the period commencing on the Issue Date and ending on the next succeeding Wednesday. Thereafter, each Weekly Rate shall apply to the period commencing on each Thursday and ending on the next succeeding Wednesday; provided, however, if the Weekly Rate Period shall end on a day other than Wednesday, the last Weekly Rate for the Weekly Rate Period shall apply to the period commencing on the Thursday preceding the last day of the Weekly Rate Period and ending on such last day. The Remarketing Agent shall provide the Company and the Trustee with immediate telephonic notice of each Weekly Rate, as determined, which notice shall be confirmed in writing. The Trustee shall (1) calculate the amount of interest to be paid on each Interest Payment Date in respect of the Weekly Rate Period and (2) notify the Company of the amount of interest to be paid on each such Interest Payment Date as soon as practicable but in any event no later than the Business Day preceding the related Interest Payment Date.

(c) Fixed Rate. (i) During the Fixed Rate Period, the Bonds shall bear interest at the Fixed Rate, which shall be determined by the Remarketing Agent not less than three (3) days prior to the effective date of the Fixed Rate Period. The Fixed Rate shall be the rate determined by the Remarketing Agent under then prevailing market conditions to be the minimum interest rate which, if borne by the Bonds on the effective date of such Fixed Rate, would enable the Remarketing Agent to sell the Bonds on such date at a price (without regard to accrued interest) equal to the principal amount thereof; provided, however, that in no event shall the Fixed Rate exceed the Cap Rate. The Remarketing Agent shall provide the Company and the Trustee with immediate telephonic notice of the Fixed Rate, as determined, which notice shall be promptly confirmed in writing. The Trustee shall (1) calculate the amount of interest to be paid on each Interest Payment Date in respect of the Fixed Rate Period and (2) notify the Company of the amount of interest to be paid on each such Interest Payment Date as soon as practicable but in any event no later than the second Business Day preceding the related Interest Payment Date.

(ii) Subject to compliance with the provisions set forth herein, at any time the Company, by written direction to the Issuer, the Trustee, the Credit Provider and the Remarketing Agent, may elect that the Bonds shall bear interest at the Fixed Rate. Such direction (A) shall specify the effective date of such adjustment to the Fixed Rate (which date shall be a Business Day not earlier than the 30th day following the fifth Business Day after the date of receipt by the Trustee of such direction), and (B) must be accompanied by an opinion of Bond Counsel (which must also be confirmed in writing as of the effective date of the Fixed Rate) stating that such adjustment to the Fixed Rate is lawful under applicable law and permitted by this Indenture and will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes. Notwithstanding anything in this Indenture to the contrary, no conversion to the Fixed Rate Period may occur if upon such conversion to the Fixed Rate there will exist any Pledged Bonds.

(iii) The Trustee shall give notice of an adjustment to the Fixed Rate to Bondholders (with a copy to the Company) by first-class mail, postage prepaid, not less than 30 days prior to the date the Fixed Rate Period is to become effective. Such notice shall state (A) that the interest

rate on the Bonds is to be adjusted to the Fixed Rate (subject to receipt of the confirming opinion of Bond Counsel referred to in the immediately preceding paragraph (ii) and to the Company's ability to rescind its election as described in Section 2.2(e) hereof), (B) the date the Fixed Rate is to become effective and the duration of the Fixed Rate Period (which shall be until the Maturity Date), (C) that the Bonds are subject to mandatory purchase pursuant to Section 4.2(a) hereof on the date the Fixed Rate is to become effective whether or not such adjustment actually occurs and the purchase price therefor, and (D) the procedures for such purchase and the payment of the purchase price.

(d) Determinations Binding. The determination of each Weekly Rate and the Fixed Rate by the Remarketing Agent shall be conclusive and binding upon the Remarketing Agent, the Trustee, the Issuer, the Company, the Credit Provider and the Bondholders, and each shall be protected in relying thereon.

(e) Rescission of Election; Failed Adjustment. Notwithstanding anything herein to the contrary, the Company may rescind any election by it to adjust to the Fixed Rate Period pursuant to Section 2.2(c)(ii) hereof prior to the effective date of such adjustment by giving written notice thereof to the Issuer, the Trustee, the Credit Provider and the Remarketing Agent prior to such effective date. If the Trustee receives notice of such rescission prior to the time the Trustee has given notice to Bondholders of the change in Interest Rate Period pursuant to Section 2.2(c)(iii) hereof, then such notice of adjustment shall be of no force and effect and shall not be given to Bondholders. If the Trustee receives notice of such rescission after the Trustee has given notice to Bondholders of the change in Interest Rate Period pursuant to Section 2.2(c)(iii) hereof, or if an attempted adjustment to the Fixed Rate Period does not become effective for any other reason, then the Interest Rate Period for the Bonds shall remain the Weekly Rate Period and the Trustee shall immediately give notice to the Bondholders. Notwithstanding the rescission of any notice to adjust to the Fixed Rate Period, or if an attempted adjustment to the Fixed Rate Period does not become effective for any other reason, if notice has been given to Bondholders pursuant to Section 2.2(c)(iii), the Bonds shall be subject to mandatory purchase as specified in such notice.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signatures of the Chairman of its Board of Directors and its Executive Director and shall have impressed or imprinted thereon the official seal of the Issuer or a facsimile thereof. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate offices of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, shall be special, limited obligations of the Issuer, payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds and the income from the temporary investment thereof),

and shall be a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay (or to reimburse the Credit Provider for the payment of) the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The obligation to pay the purchase price of the Bonds pursuant to Sections 4.1 and 4.2 hereof shall be a special, limited obligation of the Issuer, payable solely from the moneys described in Section 6.11(b) hereof, and shall be a valid claim of the owners only against the Bond Purchase Fund, which Fund shall be used for no other purpose than to pay (or, under the circumstances provided herein, to reimburse the Credit Provider for the payment of) the purchase price of Bonds pursuant to Sections 4.1 and 4.2 hereof, except as may be otherwise expressly authorized in this Indenture or the Agreement.

The obligations of the Issuer hereunder and under the Bonds shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation. Neither the State nor any political subdivision or agency thereof, including the Issuer, shall be obligated to pay the obligations hereunder, the principal or purchase prices of, premium, if any, or interest on the Bonds, or the other costs incident thereto, except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State or any political subdivision or agency thereof, including the Issuer (which has no taxing power), is pledged to the payment of the obligations hereunder or under the Bonds. No owner of any of the Bonds has the right to compel any exercise of the taxing power of the State or any political subdivision or agency thereof to pay the Bonds or the interest or the premium, if any, thereon. The Bonds do not and shall never constitute or give rise to any pecuniary liability of the Issuer or a charge upon its general credit. The Bonds do not and shall never constitute or evidence an indebtedness of the Issuer, the State or any political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

Section 2.4. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same authorized officer execute the certificate of authentication on all of the Bonds issued hereunder. Each Bond shall bear the date of its authentication, which date of authentication shall be inserted by the Trustee in the place provided for such purpose in the form of certificate of authentication of the Trustee to appear on each Bond.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture. The principal and purchase price of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America only at the Principal Office of the Trustee. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof as of

the Record Date next preceding such Interest Payment Date. Payments of interest on any Bond shall be made in next day funds by check of the Trustee mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date next preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by the Trustee, as bond registrar, or at such other address as is furnished to the Trustee in writing by such Registered Owner no later than the close of business on such Record Date; provided, that payments of interest on any Bond in respect of the Weekly Rate Period shall be made by wire transfer of immediately available funds to the Registered Owner of such Bond to an account at a financial institution located in the continental United States, if such Registered Owner shall have given written notice to the Trustee by the applicable Record Date identifying the location and number of the account to which such payment should be wired; provided further, that in respect of the Fixed Rate Period payments of interest on any Bond may be made by wire transfer of immediately available funds to the Registered Owner of such Bond to an account at a financial institution located in the continental United States in the event that such Registered Owner is the registered owner of at least \$1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Trustee on or before the second Business Day immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired.

Section 2.6. Delivery of the Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall deliver the Bonds to, or at the direction of, the Underwriter as directed by the Issuer as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee:

1. A copy, duly certified by the Clerk of the Issuer, of the proceedings of the governing body of the Issuer authorizing the execution and delivery of the Agreement, the Tax Agreement and this Indenture and the issuance of the Bonds.
2. The original Initial Credit Facility and original executed counterparts of this Indenture, the Agreement, the Tax Agreement, the Remarketing Agreement, the Credit Agreement and the Pledge Agreement.
3. A written request and authorization to the Trustee by the Issuer and signed by the Chairman of the Board of Directors of the Issuer to authenticate and deliver the Bonds to, or at the direction of, the Underwriter upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds plus accrued interest, if any, thereon.
4. A closing certificate of the Issuer, in form and substance satisfactory to Bond Counsel.

5. A closing certificate of the Company, in form and substance satisfactory to Bond Counsel.

6. A closing certificate of the Initial Credit Provider, in form and substance satisfactory to Bond Counsel.

7. Documents and evidence to establish the existence and good standing of the Company, the authorization of the transactions contemplated by this Indenture and the taking of all proceedings in connection therewith, in form and substance satisfactory to Bond Counsel.

8. An Information Return for Tax Exempt Private Activity Bonds required by Section 149(e) of the Code.

9. All other such documents, proceedings and showings as shall be requested by Bond Counsel.

10. An opinion of counsel to the Company, in form and substance satisfactory to Bond Counsel.

11. An opinion of counsel to the Issuer, in form and substance satisfactory to Bond Counsel.

12. Opinions of counsel to the Initial Credit Provider, in form and substance satisfactory to Bond Counsel.

13. An opinion of Bond Counsel to the effect that interest on the Bonds is not includable in the gross income of the owners thereof for federal income tax purposes (other than any owner who is a "substantial user" of the Project or a "related person") but that such interest constitutes a preference item in computing the federal alternative minimum tax.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the Trustee may authenticate a new Bond duly executed on behalf of the Issuer of like Authorized Denomination as that mutilated, lost, stolen or destroyed bearing a number not contemporaneously then outstanding; provided, that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer, the Trustee and the Company evidence of such loss, theft or destruction satisfactory to the Issuer, the Trustee and the Company, together with indemnity, insurance or surety satisfactory to each of them. In the event any such Bond shall have matured or is to mature within fifteen (15) days of the request for a new Bond, instead of issuing a duplicate Bond, the Issuer may pay the same on the appropriate date. The Issuer and the Trustee may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Indenture to be kept by the Trustee. The Issuer shall prepare and deliver to the Trustee, and the Trustee shall keep custody of, a supply of Bonds duly executed on behalf of the Issuer, as provided in Section 2.3 hereof, for use in the transfer and exchange of Bonds. The Trustee is hereby authorized and directed to complete (to the extent not already completed) such forms of Bonds as to principal amounts, registered owners and numbers in effecting transfers and exchanges of Bonds as provided herein. The principal of, premium, if any, and interest on any Bond shall be payable only to the Registered Owner or his legal representative duly authorized in writing, and no registration to “bearer” shall be permitted. Upon surrender for transfer of any Bond at the Principal Office of the Trustee, accompanied by an instrument of assignment or transfer, which instrument of assignment or transfer shall be in the form provided on the Bonds or in such other form acceptable to the Trustee, duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds in Authorized Denominations, for a like aggregate principal amount, bearing numbers not contemporaneously then outstanding.

Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of other Authorized Denominations. The Trustee shall authenticate and deliver Bonds duly executed on behalf of the Issuer which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

The Trustee shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, or during the period of fifteen (15) days next preceding the giving of such notice of redemption, except a transfer upon a tender of a Bond for purchase pursuant to Section 4.1 or 4.2 hereof.

In each case (except as provided in Section 3.2 hereof) the Trustee shall require the payment by the Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondholder for such exchange or transfer.

The Issuer, the Trustee and the Company may deem and treat the Registered Owner of any Bond as the absolute owner thereof for the purpose of receiving payment of or on account of principal and premium, if any, and interest thereon and for all other purposes, and none of the Issuer, the Trustee or the Company shall be affected by any notice to the contrary.

If the Bonds are to be held with a Securities Depository as provided in Section 2.11 hereof, the Issuer shall execute and the Trustee shall, in accordance with Section 2.4 hereof, authenticate a Bond to be held by such Securities Depository, which (i) shall be denominated in an amount equal to the aggregate principal amount of Bonds to be held by the Securities Depository (provided that, unless such Bond is being issued on the Issue Date, the Trustee has received a like aggregate principal amount of Bonds for transfer in accordance with this Section 2.8), (ii) shall be registered in the name of the Securities Depository or its nominee in accordance with this Section 2.8, (iii) shall be delivered by the Trustee to the Securities

Depository or pursuant to the Securities Depository's instructions, and (iv) shall bear a legend substantially to the effect that unless the Bond is presented by an authorized representative of the Securities Depository to the Issuer or its agent for registration of transfer, exchange or payment, any transfer, exchange, pledge or other use for value or otherwise is wrongful.

Notwithstanding any other provision of this Section 2.8, subject to the provisions of the immediately succeeding paragraph, any Bond registered in the name of a Securities Depository or its nominee may be transferred, in whole but not in part, in accordance with this Section 2.8, to a nominee (or a different nominee) of the Securities Depository, or to the Securities Depository, or a successor Securities Depository selected or approved by the Company, or to a nominee of such successor Securities Depository.

If the Securities Depository which is the record owner (or whose nominee is the record owner) of the Bonds notifies the Issuer, the Trustee or the Company that it is unwilling or unable to continue as record owner of the Bonds, or if such Securities Depository shall no longer be eligible or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, the Issuer and the Trustee, upon written direction of the Company, shall appoint a successor Securities Depository. If a successor Securities Depository is not appointed within ninety (90) days after the Company receives notice or becomes aware of the events stated in the preceding sentence, or if the Issuer and the Trustee, upon written direction of the Company, elect not to appoint a successor Securities Depository, upon surrender for transfer of the Bond registered in the name of the Securities Depository or its nominee, the Issuer shall execute, and the Trustee shall authenticate, a new Bond or Bonds, for a like aggregate principal amount, bearing numbers not contemporaneously then outstanding, which shall be in Authorized Denominations and registered in the name of the transferee or transferees specified in written instructions delivered pursuant to the last two sentences of this paragraph, in accordance with this Section 2.8. The Issuer and the Trustee shall discontinue an agreement with a Securities Depository within a reasonable amount of time after receipt of written direction from the Company. In such event, the Issuer shall execute and the Trustee shall authenticate, upon receipt of the Bond registered in the name of the Securities Depository or its nominee, a new Bond or Bonds, for a like aggregate principal amount, bearing numbers not contemporaneously then outstanding, in Authorized Denominations and registered in the name of a transferee or transferees specified in written instructions delivered pursuant to the following two sentences, in accordance with this Section 2.8. Upon any surrender of Bonds for transfer pursuant to this paragraph, the Securities Depository shall specify in written instructions delivered to the Issuer, the Trustee and the Company, the name of the transferee or transferees and the Authorized Denominations of the new Bonds. If the transferee specified in such instructions is not a successor Securities Depository described above in this paragraph, then the transferees shall be the beneficial owners of the Bonds specified in such instructions and the Trustee shall deliver new Bonds to such transferees in Authorized Denominations proportionate to their beneficial interest in the Bonds as specified in said instructions.

Section 2.9. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon full or partial payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or in accordance with Sections 3.2, 4.1, 4.2

and 6.11 hereof, such Bond shall be promptly canceled and disposed of by the Trustee and counterparts of a certificate evidencing such cancellation and disposition shall be furnished by the Trustee to the Issuer and the Company.

Section 2.10. Application of Proceeds of Bonds. The proceeds of the issuance and sale of the Bonds (excluding accrued interest, if any, which shall be deposited into the Bond Fund pursuant to Section 6.3 hereof) shall be deposited with the Trustee in the Construction Fund pursuant to Section 6.7 hereof.

Section 2.11. Book-Entry System. The Trustee and the Issuer, at the direction of the Company, shall from time to time as provided in Section 2.8 hereof enter into, and discontinue, an agreement with a “clearing agency” (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a “Securities Depository”), which is the owner of the Bonds, to establish procedures with respect to the Bonds, not inconsistent with the provisions of this Indenture; provided, however, that any such agreement may provide:

(a) that such Securities Depository is not required to present a Bond to the Trustee in order to receive a partial payment of principal or purchase price, in which event the Trustee is not required hereunder to issue a new Bond or Bonds in the same aggregate principal amount of any Unsurrendered Bonds that are not tendered for purchase on any specified purchase date;

(b) that a legend shall appear on each Bond so long as the Bonds are subject to such agreement; and

(c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as any such agreement with a Securities Depository is in effect, the term “owner” as it appears in Section 3.1(c) hereof (but not for any other provision of this Indenture, except only as specifically provided herein), and in Section 7.1(b) of the Agreement and as it appears in Section 5.3 of the Agreement, shall be deemed to include the Beneficial Owner.

So long as an agreement with a Securities Depository is in effect, the Issuer, the Company, the Trustee and any paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Bonds to the Beneficial Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) Optional Redemption. On any Business Day during a Weekly Rate Period and on the Fixed Rate Adjustment Date, the Bonds shall be subject to optional redemption by the Issuer with Available Moneys, at the written direction of the Company and with the written consent of the Credit Provider, in whole or in part, at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date.

During the Fixed Rate Period, the Bonds shall be subject to optional redemption by the Issuer with Available Moneys, at the written direction of the Company, in whole or in part at any time after the applicable No-Call Period specified below, at the respective redemption prices set forth below expressed as percentages of the principal amount of the Bonds called for redemption (such prices declining each year until such redemption price is equal to 100% of the principal amount of the Bonds), plus accrued interest, if any, to the redemption date:

<u>Length of Fixed Rate Period</u>	<u>No-Call Period</u>	<u>Redemption Price</u>	<u>No Premium</u>
10 or more years	First 7 years after Fixed Rate Adjustment Date	102% (reducing 1% each year to par)	10th year and thereafter
5 or more years (but less than 10)	First 5 years after Fixed Rate Adjustment Date	102% (reducing 1% each year to par)	8th year and thereafter

If the length of the Fixed Rate Period is less than five (5) years, the Bonds shall be subject to optional redemption at the direction of the Company only upon the occurrence of certain events described in Section 3.1(b) relating to damage, destruction, condemnation, sale, economic viability or use of the Project or the Plant.

At the election of the Company, contained in the direction to adjust the interest rate on the Bonds to the Fixed Rate from the Company to the Issuer, the Trustee, the Credit Provider and the Remarketing Agent described in Section 2.2(c)(ii) hereof, the Bonds may be subject to optional redemption during the Fixed Rate Period on terms different from those set forth above and as shall be specified in such direction, but only if such direction shall be accompanied by an opinion of Bond Counsel to the effect that such change in the redemption features is authorized and permitted by the Agreement and this Indenture and will not adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

(b) Extraordinary Optional Redemption. The Bonds shall be subject to extraordinary optional redemption by the Issuer with Available Moneys, at the written direction

of the Company, on any date in whole but not in part, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, within one hundred and eighty (180) days after the Company has notice or actual knowledge of the occurrence of any one of the following events:

(i) The Project or the Plant shall have been damaged or destroyed (in whole or in part) by fire or other casualty to such extent that in the opinion of the Company, in its sole discretion, it is not practicable or desirable to rebuild, repair or restore the Project or the Plant; or

(ii) Title to, or the temporary use of, all or substantially all the Project or the Plant shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority; or

(iii) Changes in the economic availability of raw materials, operating supplies or facilities necessary for the operation of the Project or the Plant shall have occurred or such technological or environmental or other changes shall have occurred which in the Company's judgment renders the continued operation of the Project or the Plant uneconomic.

(c) Mandatory Redemption Upon Determination of Taxability. The Bonds shall be subject to mandatory redemption by the Issuer with Available Moneys, as a whole or in part, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on any date within one hundred and eighty (180) days after the Company has notice or actual knowledge of a final determination by the Internal Revenue Service or a court of competent jurisdiction as a result of a proceeding in which the Company participates to the degree it deems sufficient, which determination the Company, in its discretion, does not contest by an appropriate proceeding, that, as a result of failure by the Company to observe any covenant, agreement or representation by the Company in the Agreement, the interest payable on the Bonds or any of them is includable for federal income tax purposes in the gross income of any owner of a Bond (other than an owner who is a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code and the applicable regulations thereunder). Upon the occurrence of the event stated in this Section 3.1(c), the Bonds will be redeemed in whole unless the Company delivers to the Trustee, together with the applicable notice of prepayment required by Section 7.5 of the Agreement, at the Company's expense, an opinion of Bond Counsel upon which the Trustee may rely to the effect that redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of a Bond (other than an owner who is a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code and the applicable regulations thereunder), and in such event the Bonds or portions thereof (in Authorized Denominations which will result in the remaining portion of any such Bond being in an Authorized Denomination) shall be redeemed at such times and in such amounts as Bond Counsel shall so direct in such opinion.

(d) Mandatory Redemption Upon Proceeds Remaining in Construction Fund. The Bonds shall be subject to mandatory redemption by the Issuer with Available Moneys, as a whole or in part (in Authorized Denominations) to the extent of moneys remaining in the Construction Fund, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on any date within ninety (90) days after the Company has notice or actual knowledge that proceeds of the Bonds, including income from the investment thereof, shall have remained after completion of the Project and the payment of the Cost of the Project. Upon the occurrence of the event stated in this Section 3.1(d), the principal amount of the Bonds to be redeemed will be a principal amount equal to the lowest Authorized Denomination equal to or in excess of the remaining proceeds of the Bonds, including income from the investment thereof.

(e) Mandatory Redemption Upon Unenforceability of Agreement. The Bonds shall be subject to mandatory redemption by the Issuer with Available Moneys in whole and not in part, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on any date within one hundred and eighty (180) days after the Company has notice or actual knowledge that as a result of any changes in the Constitution of the State or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal), the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Agreement.

(f) Purchase in Lieu of Redemption. Notwithstanding anything to the contrary stated herein, the Company may elect to purchase any Bonds with Available Moneys that have been called for redemption as described above on the redemption date by giving the Trustee, the Issuer, the Credit Provider and the Remarketing Agent written notice at least two Business Days prior to the date the Bonds are to be redeemed. Any Bonds so purchased by the Company cannot be sold or transferred by the Company (or anyone acting on its behalf) until the Company delivers to the Issuer, the Trustee, the Credit Provider and the Remarketing Agent an opinion of counsel that none of the Bonds, the Agreement nor the Credit Facility are subject to registration under the Securities Act of 1933, as amended. In addition, Bonds which were to be redeemed due to a Determination of Taxability described in (c) above cannot be remarketed by the Company (or anyone acting on its behalf) as tax-exempt bonds until the Company delivers to the Issuer, the Trustee, the Credit Provider and the Remarketing Agent an opinion of Bond Counsel that the interest on the Bonds to be remarketed is not includable in the gross income of the owners thereof for federal income tax purposes except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or any person considered to be related to such person within the meaning of Section 147(a) of the Code.

(g) Direction to Trustee to Call Bonds for Redemption. The Issuer hereby directs the Trustee to call Bonds for redemption when it shall have been notified in writing by the Company, pursuant to Section 7.3 of the Agreement, to do so and to mail a copy of the notice of redemption to the Company, the Remarketing Agent and the Credit Provider at the same time as the Trustee mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof.

(h) Sources of Available Moneys for Redemption; Credit Facility. So long as a Credit Facility is in effect, the Trustee shall, in accordance with Section 6.4 of this Indenture, take such action as is required under such Credit Facility to realize moneys thereunder sufficient, together with other Available Moneys available therefor, to prepay the principal of and accrued interest on the Bonds payable under this Section 3.1 in accordance with the terms of such Credit Facility.

Section 3.2. Partial Redemption of Bonds. Upon a partial redemption of Bonds, the Bonds to be redeemed shall be selected in such manner as shall be designated by the Trustee; provided that Pledged Bonds and Company Bonds, in that order, shall be first subject to redemption prior to any other Bonds which may be selected for redemption. In the case of a partial redemption of Bonds prior to maturity when Bonds of denominations greater than the minimum Authorized Denomination are then outstanding, then for all purposes in connection with such redemption, each minimum Authorized Denomination of each Bond shall be treated as though it were a separate Bond. If it is determined that one or more, but not all, of the minimum Authorized Denominations represented by any Bond is to be called for redemption, then upon notice of redemption of such minimum Authorized Denomination or Denominations, the owner of such Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the minimum Authorized Denomination or Denominations called for redemption, and (2) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond, to the extent possible, provided that after the redemption date all Bonds will be in Authorized Denominations. If the owner of any such Bond of a denomination greater than the minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination or Denominations called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such minimum Authorized Denomination or Denominations on and after the date fixed for redemption and (Available Moneys in an amount sufficient for the payment of the redemption price having been deposited with the Trustee, and being available for the redemption of said minimum Authorized Denomination or Denominations on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such minimum Authorized Denomination or Denominations nor shall new Bonds be thereafter issued corresponding to said minimum Authorized Denomination or Denominations.

Section 3.3. Notice of Redemption.

(a) Official Notice. Notice of the call for any redemption shall be given by the Trustee, at the direction of the Company (which direction shall be in writing), by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least thirty (30) days, but not more than sixty (60) days, prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the Issuer maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any

defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred. In addition, the Trustee may give such other notice or notices as may be recommended in releases, letters, pronouncements or other writings of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. No defect in or delay or failure in giving any recommended notice described in the preceding sentence of this Section 3.3(a) shall in any manner affect the notice of redemption described in the first sentence of this Section 3.3(a). Any notice mailed as provided in this Section 3.3(a) shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rate and maturity date of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date (subject to the provisions of the next succeeding paragraph), and
- (5) the name and address of the Trustee for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid within the meaning of Article VIII hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys (which shall be Available Moneys) sufficient to pay the principal of, and premium, if any, and interest on, such Bonds to be redeemed, and that if such funds shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such funds are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such funds were not so received.

(b) Additional Notice of Redemption. The redemption notice required in subsection (a) above shall also be filed by the Trustee with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System ("EMMA") not later than the date of the mailing of the notice to the Bondholders described in (a) above. No defect in such

redemption notice nor any failure to give all or any portion of such redemption notice as provided in this paragraph shall in any manner defeat the effectiveness of a call for redemption.

Section 3.4. Redemption Payments. Subject to the provisions of the last paragraph of Section 3.3(a) hereof, on or prior to the date fixed for redemption, moneys (which shall be Available Moneys) immediately available at the Principal Office of the Trustee on such redemption date shall be deposited in the Bond Fund and the Trustee is hereby authorized and directed to apply such funds in the Bond Fund to the payment of the Bonds or portions thereof called for redemption, together with accrued interest, if any, thereon to the date fixed for redemption and any required premium. Upon the giving of notice and the deposit of such funds for redemption (which moneys shall be held in trust by the Trustee for the benefit of, and subject to a security interest in favor of, the owners of the Bonds so called for redemption and may only be invested overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds), interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture except as set forth in Section 6.12 hereof.

Section 3.5. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee in accordance with Section 2.9 hereof.

ARTICLE IV

TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. Purchase of Bonds at Option of Holder During Weekly Rate Period. (a) During the Weekly Rate Period, any Bond or portion thereof in an Authorized Denomination (provided that the principal amount to be retained by the owner shall also be in an Authorized Denomination) shall be purchased from the owner thereof by the Trustee on any Business Day at a purchase price equal to the principal amount thereof to be purchased plus accrued interest, if any, to the date of purchase, upon (i) delivery by the owner thereof to the Trustee at its Principal Office of an irrevocable written notice or an irrevocable telephonic notice, promptly confirmed by telecopy or other writing, which states the principal amount and number of such Bond and portion thereof (in any Authorized Denomination) to be purchased and the date on which the same shall be purchased, which date shall be a Business Day not prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee, and (ii) delivery of such Bond to the Trustee at its Principal Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the owner thereof with the signature of such owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange, at or prior to 10:00 a.m., New York City time, on the date specified in such notice. If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect, a beneficial owner (through its Direct Participant in the Securities Depository) shall give notice to the Trustee to elect to have its Bonds purchased, and shall effect delivery of such Bonds by causing such Direct Participant to transfer its interest in the Bonds equal to such beneficial owner's interest on the records of the Securities Depository to the participant account of the Trustee with the Securities Depository. The requirement for physical delivery of the Bonds in connection with a

demand for purchase under this Section 4.1(a) shall be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on the records of the Securities Depository.

(b) Any Bond for which a notice of tender shall have been given pursuant to Section 4.1(a) hereof but which is not tendered to the Trustee on the date provided in said Section but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys in an amount sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date and the owner of any such Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date. Subject to Section 2.11 hereof, the Trustee shall issue a new Bond or Bonds in the same aggregate principal amount of any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt by the Trustee of any such Unsurrendered Bonds from the owner thereof, the Trustee shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and such Unsurrendered Bonds shall be canceled as provided in Section 2.9 of this Indenture. The Trustee shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properly exercised the option to have his Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Trustee pursuant to this Section 4.1, the Trustee shall immediately give telephonic or telecopier notice, promptly confirmed by a written notice, to the Remarketing Agent, the Credit Provider and the Company on the same date that the Trustee receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Trustee shall purchase, or cause to be purchased, all Bonds as to which written or telephonic notices, as the case may be, of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon.

(c) Funds for payment of the purchase price of Bonds tendered for purchase shall be withdrawn by the Trustee from the Bond Purchase Fund as provided in Section 6.11 of this Indenture.

Section 4.2. Mandatory Purchase of Bonds.

(a) **Fixed Rate Adjustment Date.** The Bonds are subject to mandatory purchase with Available Moneys in accordance with Section 6.11(b) hereof on the Fixed Rate Adjustment Date at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase. Bonds purchased pursuant to this Section shall be delivered by the owners thereof (with all necessary endorsements) to the Principal Office of the Trustee, at or before 10:00 a.m., New York City time, on the Mandatory Purchase Date. If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect, a beneficial owner shall effect delivery of its Bonds pursuant to this Section 4.2(a) by causing its Direct Participant in the Securities Depository to transfer its interest in the Bonds equal to such beneficial owner's interest on the records of the Securities Depository to the participant account of the Trustee with

the Securities Depository. The requirement for physical delivery of the Bonds in connection with this Section 4.2(a) shall be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on the records of the Securities Depository. The Trustee shall give notice of any Mandatory Purchase Date pursuant to this Section 4.2(a) as part of the adjustment notice provided in Section 2.2(c)(iii).

(b) Expiration or Provision of Credit Facility. The Bonds shall be subject to mandatory purchase with Available Moneys in accordance with Section 6.11(b) hereof on the date which is two Business Days prior to either of the following:

(A) the Expiration Date of a Credit Facility occurring as a result of the acceptance by the Trustee of an Alternate Credit Facility; or

(B) the Expiration Date of a Credit Facility occurring in accordance with its terms when no Alternate Credit Facility is then being provided;

in each such case at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the date of purchase; provided, however, that if any such Expiration Date is also the Fixed Rate Adjustment Date, then the Bonds shall be subject to mandatory purchase on the Expiration Date. In addition, if an Alternate Credit Facility is being provided at a time when no Credit Facility exists, the Bonds shall be subject to mandatory purchase with Available Moneys in accordance with Section 6.11(b) hereof on the effective date of such Alternate Credit Facility. Bonds purchased pursuant to this Section 4.2(b) shall be delivered by the owners thereof (with all necessary endorsements) to the Principal Office of the Trustee, at or before 10:00 a.m., New York City time, on the Mandatory Purchase Date. If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect, a beneficial owner shall effect delivery of its Bonds pursuant to this Section 4.2(b) by causing its Direct Participant in the Securities Depository to transfer its interest in the Bonds equal to such beneficial owner's interest on the records of the Securities Depository to the participant account of the Trustee with the Securities Depository. The requirement for physical delivery of the Bonds in connection with this Section 4.2(b) shall be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on the records of the Securities Depository. No later than the 30th day next preceding any such Mandatory Purchase Date, the Trustee shall give notice by first-class mail, postage prepaid, to the owners of the Bonds, the Issuer, the Company and the Remarketing Agent (i) stating that the Credit Facility is expiring, if such is the case, and if so, whether it is being replaced by an Alternate Credit Facility, (ii) stating that no Credit Facility then exists but that an Alternate Credit Facility is being provided, if such is the case, (iii) if an Alternate Credit Facility is being provided as described in (i) or (ii), generally describing the Alternate Credit Facility, and (iv) stating that the Bonds will be subject to mandatory purchase on the Mandatory Purchase Date (specifying the date and the procedures to be followed).

(c) Unsurrendered Bonds. If Available Moneys have been irrevocably deposited in the Bond Purchase Fund in an amount sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on a Mandatory Purchase Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after such Mandatory Purchase Date, and all such Unsurrendered Bonds shall be deemed to have been

tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Purchase Date. Subject to Section 2.11 hereof, the Trustee shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Purchase Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, the Trustee shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and such Unsurrendered Bonds shall be canceled as provided in Section 2.9 of this Indenture. Funds for payment of the purchase price of such Bonds shall be withdrawn by the Trustee from the Bond Purchase Fund as provided in Section 6.11(b) of this Indenture.

Section 4.3. Procedures for Remarketing of Bonds. Unless an event of default hereunder has occurred and is continuing, or unless otherwise directed by the Company not to do so (and the Credit Provider has consented in writing to such request), the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or 4.2 hereof (including, subject to the next sentence hereof, Pledged Bonds) at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon; provided, however, that the Remarketing Agent shall first select for remarketing any Pledged Bonds. The Remarketing Agent may not remarket any Bonds (including Pledged Bonds) to the Company, the Subsidiary, the Issuer, any guarantor of the Company's payment obligations with respect to the Bonds, or any Insider or Affiliate thereof, known to it while a Credit Facility is in effect. Any such remarketing shall be on a best efforts basis by the Remarketing Agent and shall be at a purchase price equal to the principal amount of the Bonds so remarketed plus accrued interest, if any, thereon. The Company may at any time, with the written consent of the Credit Provider and upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease or to resume, subject to the preceding sentence, the remarketing of some or all of the Bonds. Notwithstanding any other provision of this Indenture, the Remarketing Agent shall not remarket Pledged Bonds unless the Credit Facility has been reinstated to its full required amount and shall not remarket Company Bonds or Pledged Bonds unless the Company certifies that all payments required to be made by the Company under Section 4.2(a) of the Agreement have been made with respect to Company Bonds and Pledged Bonds and the Trustee certifies that it has made all payments of interest due on Company Bonds and Pledged Bonds.

At or prior to 4:00 p.m., New York City time, on the Business Day immediately preceding any applicable purchase date, the Remarketing Agent shall give telephonic or telecopier notice, promptly confirmed in writing, to the Trustee, the Company and the Credit Provider (such written confirmation to be received by the Trustee by the close of business on such day), specifying or confirming (if no agreement with a Securities Depository is then in effect as provided in Section 2.11 hereof) the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has not remarketed (if any) and the amount of accrued interest, if any, on such Bonds. The Remarketing Agent shall make appropriate settlement arrangements for the purchase of Bonds which have been remarketed pursuant to this Section 4.3, and shall direct the purchasers of such Bonds by appropriate instructions to pay all moneys for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Trustee for deposit in the Bond Purchase Fund pursuant to

Section 6.10 hereof at or before 10:00 a.m., New York City time, on the purchase date. The Trustee shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.10 hereof, and the Trustee shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.11 hereof. If any purchaser of remarketed Bonds fails to pay the purchase price of such Bonds to the Trustee at or before 10:00 a.m., New York City time, on such purchase date, the Trustee shall immediately give notice of such failure, and of the amount thereof, by telephone (to be subsequently confirmed in writing) or by confirmed facsimile transmission to the Company, the Remarketing Agent and the Credit Provider. If the Remarketing Agent fails to remarket any Bonds tendered or deemed tendered for purchase, or if any purchaser of remarketed Bonds fails to pay the purchase price thereof, the Trustee is required by Section 6.11(c) hereof to take action under the Credit Facility to realize moneys thereunder to enable it to make timely payment of the purchase price of such Bonds.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. Duties of the Trustee with Respect to Tendered Bonds. (a) At or before 2:30 p.m., New York City time, on each purchase date, the Trustee, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase in federal or other immediately available funds by wire transfer to the Registered Owners thereof, who shall have given written notice to the Trustee directing the Trustee to make such payment of the purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Trustee shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.11 hereof; provided, that, subject to Section 2.11 hereof, the Trustee shall not pay or wire transfer the purchase price of any Unsurrendered Bond unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Trustee; and

(ii) so long as no agreement with a Securities Depository is then in effect as provided in Section 2.11 hereof, redeliver or cancel all such Bonds in accordance with this Section 4.4 and Section 6.11 hereof.

(b) The Trustee further agrees that it shall:

(i) hold all Bonds, if any, delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective Bondholders which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such Bondholders; and

(ii) subject to Sections 6.11(d) and 6.12 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.11 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of, and subject to a security interest in favor of, the person who shall have so delivered such moneys until the purchase date; and on and after the purchase date, subject to Sections 6.11(d) and 6.12 hereof, the Trustee shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Trustee shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Credit Provider and the Company, to be applied in accordance with Section 6.11(d) hereof; and

(iii) perform those duties required of it under any Pledge Agreement to which it is a party or which it has acknowledged.

Section 4.5. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in this Indenture and in the Remarketing Agreement. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an event of default has occurred and is continuing hereunder. All Bonds tendered for purchase pursuant to Section 4.1 or 4.2 hereof may only be offered and sold by the Remarketing Agent at a price equal to the principal amount thereof plus accrued interest, if any, thereon.

ARTICLE V

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, Interest and Purchase Price. The Issuer covenants that it will promptly pay or cause to be paid the principal and purchase price of, premium, if any, and interest on, every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal and interest and premium, if any, are payable by the Issuer solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the Issuer, other than such Revenues and the right, title and interest of the Issuer in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified. The purchase price of the Bonds pursuant to Sections 4.1 and 4.2 hereof are payable by the Issuer solely and only from the moneys specified in Section 6.11(b) hereof, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the Issuer other than such moneys specified in Section 6.11(b) hereof.

Section 5.2. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered

hereunder and in all of its proceedings pertaining thereto; provided, however, that except for the matters set forth in Section 5.1 hereof, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Company or by the Trustee, or shall have received the instrument to be executed and at the option of the Issuer shall have received from the Company assurance satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. The Issuer certifies that it is duly authorized under the Constitution and the laws of the State, including particularly the Act, to issue the Bonds and to execute this Indenture, to grant the security interest herein provided, to assign and pledge the Agreement (except as otherwise provided herein) and to assign and pledge the amounts hereby assigned and pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof. Anything contained in this Indenture to the contrary notwithstanding, it is hereby understood that none of the covenants or certifications of the Issuer contained in this Indenture are intended to create a general obligation of the Issuer.

Section 5.3. Right to Payments Under Agreement; Instruments of Further Assurance. The Issuer covenants that it will defend its right to the payment of amounts due from the Company under the Agreement to the Trustee, for the benefit of the owners from time to time of the Bonds. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on, the Bonds. The Issuer covenants and agrees that, except as herein and in the Agreement provided, it will not sell, convey, mortgage, encumber, or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. Recordation and Other Instruments. In order to perfect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Agreement, the Company has covenanted in the Agreement to cause such financing statements, at the expense of the Company, to be duly filed in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such financing statements, the Company has covenanted in the Agreement to file and record or cause to be filed and recorded, at the expense of the Company, such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Trustee in the Trust Estate and to perfect the security interest in the Agreement. The Issuer, at the expense of the Company, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Trustee or the Company for such protection and perfection of the interests of the Trustee and the Bondholders. The Company has covenanted in the Agreement to file and refile or cause to be filed and refiled such instruments

which shall be necessary to preserve and perfect the Trustee's lien of this Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Bonds issued hereunder shall have been paid or provision for their payment shall be made as herein provided.

Section 5.5. Inspection of Books. The Issuer and the Trustee covenant and agree that all books and documents in their possession relating to the Project and the Revenues shall at all times be open to inspection (upon reasonable notice to the Trustee or the Issuer, as applicable) during normal business hours by the other or the Company and such accountants or other agencies as one of the other parties may from time to time designate.

Section 5.6. List of Bondholders. The Trustee will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the Issuer maintained by the Trustee, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company, the Remarketing Agent, the Credit Provider or the owners (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 5.7. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company thereunder, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof the Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee and the Credit Provider, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer pledged and assigned hereunder and all obligations of the Company under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the Issuer is in default hereunder.

Section 5.8. Prohibited Activities. The Issuer covenants and agrees that it has not knowingly engaged and will not knowingly engage in any activities and that it has not knowingly taken and will not knowingly take any action which might result in its income becoming taxable to it or any interest on the Bonds becoming includable in the gross income of the owners thereof under the federal income tax laws.

ARTICLE VI

REVENUES AND FUNDS

Section 6.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder, are not general obligations of the Issuer, but are special, limited obligations payable solely and only from the Revenues and as authorized by the Act and provided in the Agreement and in this Indenture. The Revenues are to be remitted

directly to the Trustee for the account of the Issuer and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of, and interest and premium, if any, on, the Bonds (and as otherwise provided in this Indenture).

Section 6.2. Creation of Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated “Business Finance Authority Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017—Bond Fund,” which is pledged and shall be used to pay the principal of, premium, if any, and interest on, the Bonds. Within the Bond Fund there is hereby ordered established a separate and segregated account to be designated “Bond Fund-Credit Facility Account” into which all moneys realized under the Credit Facility for the payment of the principal of and interest on the Bonds shall be deposited.

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) any accrued interest paid upon the initial delivery of the Bonds; (b) any amount in the Construction Fund directed to be paid into the Bond Fund under Sections 6.8 and 6.9 hereof; (c) all Revenues, including all moneys received by the Trustee under and pursuant to the Credit Facility for the payment of principal of and interest on the Bonds, which moneys received under any Credit Facility shall be deposited into the Bond Fund-Credit Facility Account; and (d) all other moneys received by the Trustee under and pursuant to the Agreement, the Tax Agreement or from any other source which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund or, in the case of moneys realized under the Credit Facility, the Bond Fund-Credit Facility Account.

Section 6.4. Use of Moneys in Bond Fund; Payments under Credit Facility. (a) Except as otherwise provided in this Section 6.4 and as provided in Sections 6.12, 6.14 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of, or to reimburse the Credit Provider for the payment of, the principal of and premium, if any, on the Bonds at maturity or upon acceleration or for the redemption of the Bonds prior to maturity, and for the payment of, or to reimburse the Credit Provider for the payment of, the interest on the Bonds when due, but shall not be used to pay, or to reimburse the Credit Provider for the payment of, the purchase price of any Bond tendered or deemed tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 hereof.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, and premium, if any, and interest on, the Bonds as the same become due and payable (whether at maturity or upon redemption or acceleration), which authorization and direction the Trustee hereby accepts. While a Credit Facility is in effect, funds for such payments of the principal of and interest on the Bonds shall be derived from the following sources in the order of priority indicated:

(i) all moneys realized by the Trustee under such Credit Facility for principal and interest on the Bonds, provided that in no event shall such moneys be used to pay for Company Bonds or Pledged Bonds; and

(ii) all other amounts received by the Trustee under and pursuant to the Agreement or from any other source when required or accompanied by directions from the Company that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If Pledged Bonds do not have a different CUSIP number than Bonds that are not Pledged Bonds, the Trustee is hereby directed to give notice to the Securities Depository on every Interest Payment Date while a Credit Facility is in effect that the Securities Depository is not to pay, and will not be receiving from the Trustee, interest on Pledged Bonds recorded in the books of the Securities Depository for the account of the Trustee (and identifying the principal amount of such Bonds). Interest on such Pledged Bonds will be paid by the Company to the Trustee for the benefit of the Bondholders.

(c) If no Credit Facility is in effect, funds for the payments of the principal of, and premium, if any, and interest on such Bonds shall be derived from the following sources in the order of priority indicated:

(i) moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof; and

(ii) all payments made by the Company pursuant to Section 3.3(h) or 4.2(a) of the Agreement, and amounts derived from the investment of such amounts, and all other amounts received by the Trustee under and pursuant to the Agreement or from any other source when required or accompanied by directions from the Company that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

The Company is permitted under Section 3.3(h) of the Agreement to withdraw moneys from the Construction Fund to pay, or to reimburse the Credit Provider for payment of, interest on the Bonds during construction of the Project. In such event, the Company shall direct that such payments be disbursed to the Trustee for the payment of interest on the Bonds during construction of the Project.

(d) If a Credit Facility is then in effect, on the Business Day next preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity or acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Company, take actions under and in accordance with such Credit Facility at or prior to the time set forth in the Credit Facility so as to receive moneys on such date thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due, provided, that such action upon an acceleration shall be as soon as possible and in no event later than three (3) Business Days after such acceleration; and provided further, that the Trustee shall not take any action under any Credit Facility to pay any amount on any Company Bonds or Pledged Bonds. The Trustee agrees that after taking action under any Credit Facility in accordance with this Section 6.4, it will only invest any moneys described in clause (i) of

subsection (b) above overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds until after such time as moneys have been realized under such Credit Facility with respect to such action. Any such moneys realized under any Credit Facility shall be deposited and held in the Bond Fund-Credit Facility Account and shall not be commingled with other moneys in the Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the Bonds shall be applied in accordance with the provisions of Section 6.14 hereof. If for any reason funds are not available under a Credit Facility then in effect for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Company funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to Section 4.2(a) of the Agreement by directing that the Company deposit such funds with the Trustee at its Principal Office into the Bond Fund. If the Company has deposited moneys with the Trustee in accordance with clause (ii) of subsection (b) of this Section 6.4 and moneys have been realized by the Trustee under a Credit Facility for the payment of principal and/or interest on the Bonds, then the Trustee shall request a written statement from the Credit Provider as to whether or not the Credit Provider has been reimbursed by the Company for any and all such moneys, and upon written notice from the Credit Provider that the Company has not reimbursed the Credit Provider in a certain amount, any such moneys deposited in accordance with clause (ii) of subsection (b) of this Section 6.4 equal to such amount shall be paid to the Credit Provider and the balance of such amount, if such notice states that such reimbursement has been made, shall be paid to the Company.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Bond Fund in accordance with Section 6.4 hereof, which authorization and direction the Trustee hereby accepts.

Section 6.6. Construction Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated “Business Finance Authority Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017—Construction Fund,” which shall be expended in accordance with the provisions of the Agreement.

Section 6.7. Payments into Construction Fund; Disbursements. The proceeds of the issuance and delivery of the Bonds (excluding accrued interest, if any) shall be deposited in the Construction Fund. Moneys in the Construction Fund shall be expended in accordance with Section 3.3 of the Agreement pursuant to requisitions signed by an Authorized Company Representative and delivered to the Trustee stating with respect to each payment to be made:

- (a) The requisition number;
- (b) The name and address of the person, firm or corporation to whom payment is due or has been made, which may include the Company or the Subsidiary;
- (c) The amount to be or which has been paid; and
- (d) That each obligation mentioned therein has been properly incurred, is a proper charge against the Construction Fund in accordance with the provisions of the

Agreement, the Tax Agreement and the Project Certificate and has not been the basis of any previous requisition from the Construction Fund or from the proceeds (including investment income) of any other obligations issued by or on behalf of any state or political subdivision, including authorities, agencies, departments or other similar issuers.

The Trustee is hereby authorized and directed to make the disbursement pursuant to each such requisition and to issue its checks therefor. In making any such disbursement, the Trustee may rely on any such requisition. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom and shall provide monthly statements of transactions and investments pertaining to the Construction Fund to the Company so long as any Bonds remain outstanding.

Section 6.8. Completion of Project. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund on the Completion Date shall be used in accordance with Section 3.4 of the Agreement; provided, however, that if the Bonds are redeemed pursuant to said Section 3.4 and the payment of the redemption price is made with moneys realized under any Credit Facility then in effect, then such balance, to the extent of moneys realized under the Credit Facility, shall be paid by the Trustee to the Credit Provider.

Section 6.9. Transfer of Construction Fund. If all of the Bonds are paid or deemed to be paid or canceled as herein provided or if the principal of the Bonds shall have become due and payable pursuant to Article VIII hereof, then, notwithstanding anything herein to the contrary, any balance then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.10. Creation and Sources of Bond Purchase Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated “Business Finance Authority Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017—Bond Purchase Fund,” which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Trustee shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof.

There shall be paid into the Bond Purchase Fund, as and when received,

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (all of which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys realized by the Trustee under any Credit Facility for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in a separate and

segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all moneys furnished to the Trustee by the Company pursuant to Section 4.2(d) of the Agreement (each of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, any Credit Facility or otherwise which are required or which are accompanied by directions from the Company that such moneys are to be paid into the Bond Purchase Fund (each of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Trustee in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.11. Use of Moneys in the Bond Purchase Fund. (a) Except as provided in this Section 6.11 or Section 6.14 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture.

(b) On each purchase date, the Trustee shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from the following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof;

(ii) moneys realized under the Credit Facility to pay the purchase price of Bonds tendered or deemed to be tendered for purchase (other than Company Bonds or Pledged Bonds);

(iii) moneys furnished to the Trustee by the Company pursuant to Section 4.2(d) of the Agreement; and

(iv) all other moneys deposited in the Bond Purchase Fund in accordance with Section 6.10(iv) hereof.

Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in clause (i) above shall be delivered to the purchasers thereof as provided in Section 4.4 hereof. Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in clause (ii) above shall, if an agreement with a Securities Depository as described in Section 2.11 hereof is not then in effect, be registered in the name of the Company (or as otherwise provided in the Pledge Agreement), shall be referred to as Pledged Bonds, shall be held by the Trustee in trust for the account of the Credit Provider, shall be pledged to the Credit Provider pursuant to the Pledge Agreement securing the Company's obligations thereunder and shall not be

transferred or exchanged by the Trustee until the Trustee has received written evidence that the Credit Facility has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally realized under such Credit Facility to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds upon a subsequent remarketing of such Pledged Bonds by the Remarketing Agent pursuant to this Indenture. Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in clause (iii) or (iv) above shall, at the direction of the Company, if an agreement with a Securities Depository as described in Section 2.11 hereof is not then in effect, be registered in the name of the Company or be canceled.

If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect, the Trustee shall instruct the Securities Depository to record in the books of the Securities Depository for the account of the Trustee any Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in clause (ii) above, and such Bonds shall be referred to as Pledged Bonds, shall be deemed to be held by the Trustee in trust for account of the Credit Provider and to the fullest extent permitted by law shall be subject to a security interest in favor of the Credit Provider as security for the Company's obligations under the Pledge Agreement, which security interest shall be released only after the Credit Facility has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally realized under such Credit Facility to pay the portion of the purchase price equal to the accrued interest, if any, on the Bonds upon a subsequent remarketing of such Pledged Bonds by the Remarketing Agent pursuant to this Indenture. If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect, the Trustee shall, with respect to any Bonds (or portions thereof in Authorized Denominations) purchased with moneys described in clause (iii) or (iv) above which the Company does not instruct the Trustee to cancel, instruct the Securities Depository to record such Bonds in the books of the Securities Depository for the account of the Trustee, and such Bonds shall be Company Bonds.

(c) If a Credit Facility is in effect on a purchase date, and the funds available under clause (i) of subsection (b) above for the payment of the purchase price of the Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 10:00 a.m., New York City time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Company, take action under such Credit Facility at or before 10:30 a.m., New York City time and, provided the Trustee has complied with the provisions of the Credit Facility, the Credit Provider shall make payment under such Credit Facility to the Trustee at or before 2:30 p.m., New York City time, in immediately available funds which funds will be wired directly from the Credit Provider to the Trustee, in an amount demanded by the Trustee which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date. The Trustee agrees that after any action is taken under the Credit Facility in accordance with this Section 6.11, it will only invest any previously uninvested moneys described in clauses (i) and (ii) of subsection (b) above overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds until after such time as moneys have been realized under such Credit Facility with respect to such action.

(d) Notwithstanding any other provision of this Indenture to the contrary, in the event that (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Trustee after it has taken action under the Credit Facility then in effect to realize moneys to pay the purchase price of such Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Pledged Bonds or any Company Bonds, the purchase price of which Bonds were paid by the Trustee as a result of action taken under the Credit Facility then in effect pursuant to subsection (c) above, then all proceeds of any such remarketing which necessitated such action under such Credit Facility shall be paid by the Trustee to the Credit Provider in respect of the obligations of the Company under the Credit Agreement (and, in such event, the Credit Provider shall certify to the Trustee and the Company the amount of the obligations of the Company under the Credit Agreement). Upon such payment and receipt by the Trustee of written evidence of the resulting reinstatement of the Credit Facility, and subject to the additional restrictions of Section 4.3 hereof, the Trustee may then release such Bonds and register the transfer of such Bonds in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or telecopy promptly confirmed in writing, in the manner and subject to the requirements set forth in Section 4.3 hereof.

(e) The Trustee shall cancel (i) Company Bonds at the written direction of the Company or (ii) Pledged Bonds at the written direction of the Company (with the consent of the Credit Provider).

Section 6.12. Non-presentment of Bonds. In the event any Bond or portion thereof shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof or in the event that any interest payment remains unclaimed, then if moneys (which must be Available Moneys sufficient to pay such interest, if any, or purchase such Bond or portion thereof, including all interest accrued thereon to such date and any premium due in connection therewith or that portion of the purchase price representing accrued interest or premium, shall have been made available to the Trustee, all liability of the Issuer for the payment or purchase of such Bond or the payment of such interest and all liability of the Company for the payment or purchase of such Bond or the payment of such interest shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds (which may only be invested overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds), without liability for interest thereon, in trust for the benefit of, and subject to a security interest in favor of, the owner of such Bond or such interest payment or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond or interest. Subject to applicable law, any moneys so deposited with and held by the Trustee for the benefit of such persons, if any, for one (1) year after the date upon which such moneys were so deposited, shall be repaid to the Company or the Credit Provider as provided in Section 8.5 of the Agreement upon receipt by the Trustee of a written request of the Company or the Credit Provider, as the case may be, and thereafter such persons shall look only to the Company for the purpose of payment from such moneys and then only to the extent of the amounts so deposited with the Company or the Credit Provider, without interest thereon, and the

Issuer and the Trustee shall have no responsibility with respect to such moneys and all liability of the Issuer and the Trustee with respect to such moneys shall thereupon cease, terminate and be completely discharged.

Section 6.13. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund, the Construction Fund or the Bond Purchase Fund under any provision of this Indenture (including remarketing proceeds and moneys realized under the Credit Facility to pay the purchase price of Bonds tendered or deemed to be tendered under Section 4.1 or 4.2 hereof) shall be held by the Trustee in trust, and except for (i) moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, (ii) moneys held in the Bond Purchase Fund, (iii) moneys which have been deposited with the Trustee pursuant to Article VIII hereof, and (iv) moneys held pursuant to Section 6.12 hereof, shall while held by the Trustee constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 6.14. Repayment to the Company and Credit Provider from Bond Fund and Bond Purchase Fund. Subject to the provisions of Section 6.12 hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), payment in full of the purchase price of all Bonds (other than Pledged Bonds or Company Bonds) tendered or deemed to be tendered to the Trustee for purchase pursuant to Sections 4.1 and 4.2 hereof, or cancellation of all Bonds pursuant to Section 6.11 hereof, and payment in full of the fees, charges and expenses of the Issuer, the Trustee and the Remarketing Agent and payment in full of all other amounts required to be paid hereunder and under the Agreement shall be paid to the Credit Provider so long as a Credit Facility is then in effect, but only to the extent of any obligations owed by the Company to such Credit Provider, and otherwise to the Company.

Section 6.15. Additional Payments Under the Agreement. Pursuant to Section 4.2(b) of the Agreement the Company has agreed to pay as provided therein fees, expenses and indemnities of the Trustee. All such additional payments received by the Trustee shall not be paid into the Bond Fund, the Construction Fund or the Bond Purchase Fund, but shall be disbursed by the recipient thereof solely for the purposes for which said additional payments are received.

Section 6.16. Tax Agreement. Notwithstanding anything in the Agreement or this Indenture to the contrary, the Trustee is hereby authorized, at the written direction of an Authorized Company Representative, to transfer moneys from the Rebate Fund to the Construction Fund and the Bond Fund and to transfer moneys from the Construction Fund and the Bond Fund (other than the Bond Fund - Credit Facility Account) to the Rebate Fund, in order to comply with the provisions of the Tax Agreement.

Section 6.17. Eligible Accounts. Each fund and/or account held by the Trustee hereunder shall be an Eligible Account. If any such account ceases to be an Eligible Account, then the Trustee shall promptly (and, in any case, within not more than thirty (30) calendar days)

move such account to another financial institution such that the Eligible Account requirement will again be satisfied.

ARTICLE VII

INVESTMENT OF MONEYS

Except as provided in Sections 3.4, 6.4, 6.11 and 6.12 hereof, any moneys held as part of the Bond Fund, the Construction Fund or the Rebate Fund described in Section 4.2 of the Tax Agreement shall be invested and reinvested by the Trustee at the written direction of the Company in accordance with the provisions of Section 3.6 of the Agreement and the provisions of the Tax Agreement. The Trustee may make any and all such investments and such investments described in the next succeeding paragraph through its own investment department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund (and the related account of such fund) for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund (and the related account of such fund), and any net loss resulting from such investments shall be charged to such fund (and the related account of such fund). The Trustee shall, at the written direction of the Company, sell and reduce to cash a sufficient amount of such investments of the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay a requisition when presented or of the Rebate Fund whenever the cash balance in the Rebate Fund is insufficient to make any payment therefrom or of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and interest on the Bonds when due, provided, that the Trustee shall, at the direction of the Company, first sell and reduce to cash those investments of the Bond Fund which mature earliest. The Trustee shall have no responsibility with respect to the compliance by the Company or the Issuer with any covenant herein or in the Tax Agreement regarding investments made in accordance with this Article or the Tax Agreement, other than to use its best reasonable efforts to comply with instructions from the Company regarding such investments and the Trustee shall bear no responsibility for losses incurred from such investments. Since the investments permitted by this Section have been included at the request of the Company and the making of such investments from time to time will be subject to the Company's direction, the Issuer and the Trustee specifically disclaim any obligation to the Company for any loss arising from, or tax consequences of, investments pursuant to the provisions of this Section. The Trustee shall not be responsible for any depreciation of the value of any investment made pursuant to this Section or for losses incurred in the redemption, sale or other disposal of any investments made in accordance with this Section.

Any moneys held as part of the Bond Purchase Fund or the Bond Fund-Credit Facility Account, any moneys held for the payment of a particular Bond and any moneys being held by the Trustee pursuant to clause (a)(ii) of the definition of Available Moneys in Article I hereof shall be held uninvested or, pursuant to the written direction of an Authorized Company Representative, shall be invested by the Trustee overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds.

ARTICLE VIII

DISCHARGE OF LIEN

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal of, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof and if all other liabilities of the Company under the Agreement and to the Credit Provider under the Credit Agreement shall have been satisfied and the Credit Facility shall have terminated, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the liens of this Indenture shall be canceled and discharged (except with respect to moneys held by the Trustee hereunder, and the rights and immunities of the Issuer and the Trustee hereunder), and upon written request of the Issuer or the Company, the Trustee shall execute and deliver to the Issuer such instruments in writing as shall be required by the Issuer or the Company to cancel and discharge the lien hereof and thereof, and reconvey, release, assign and deliver unto the Issuer and the Company, respectively, the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except amounts in the Bond Fund or the Bond Purchase Fund or any other fund or account established pursuant to this Indenture required to be paid to the Company or the Credit Provider, as the case may be, under Section 6.14 hereof.

Any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or otherwise), either (i) shall have been made or caused to be made (with Available Moneys) in accordance with the terms thereof, or (ii) in the case of a Bond which bears interest at the Fixed Rate (and not in the case of a Bond which bears interest at the Weekly Rate), shall have been provided by irrevocably depositing with the Trustee, in trust for the benefit of and subject to a security interest in favor of the owner of such Bond, and irrevocably setting aside exclusively for such payment on such due date (1) moneys sufficient to make such payment, or (2) Governmental Obligations (provided that in the opinion of Bond Counsel such deposit of Governmental Obligations will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or cause any of the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will (together with any moneys held under clause (1)), in the written opinion of a firm of certified public accountants delivered to the Trustee, provide sufficient moneys without reinvestment to make such payment, and if all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Company under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specified at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which are to be redeemed prior to the Maturity Date, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until proper notice of redemption of such Bonds shall have been previously given in accordance with Article III hereof, or until the Company, on behalf of the Issuer, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the redemption date when the principal (and premium, if any) of each such Bond is to be paid (which may be any redemption date permitted by this Indenture); and

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to the Maturity Date pursuant to (a) hereof.

In the case of Bonds which are not to be redeemed within the next succeeding sixty (60) days, the Trustee shall mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the redemption or maturity date upon which moneys are to be available for the payment of the redemption price on or principal of said Bonds.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the direction of the Company also be invested and reinvested in Governmental Obligations, maturing in the written opinion of a firm of nationally recognized certified public accountants delivered to the Trustee in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which in the written opinion of a firm of certified public accountants delivered to the Trustee is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect and such agreement provides for the Trustee to obtain a CUSIP number in the event of a partial refunding or redemption of the Bonds and the authentication of a new Bond for the refunded or redeemed Bonds, then the Trustee shall comply with the provisions of such agreement.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. Defaults; Events of Default. If any of the following events occur, it is hereby declared to constitute an “event of default” hereunder:

- (a) Failure to pay interest on any Bond when such interest shall have become due and payable;
- (b) Failure to pay the principal of, or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for the redemption thereof (other than conditional optional redemption);
- (c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Trustee for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;
- (d) Failure to perform or observe any other of the material covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof;
- (e) The occurrence of an “Event of Default” under the Agreement; or
- (f) At any time while a Credit Facility is in effect, receipt by the Trustee of written notice from the Credit Provider that (1) the Company has failed to reimburse the Credit Provider, or cause it to be reimbursed, for the amount of a payment drawn under the Credit Facility for a scheduled payment of interest on the Bonds and, accordingly, the amount available to be drawn under such Credit Facility for the payment of interest on the Bonds has not been reinstated or (2) an event of default has been declared under the Credit Agreement.

Section 9.2. Acceleration. Upon the occurrence of an event of default under Section 9.1(a), (b), (c) or (f) hereof the Trustee shall, and upon the occurrence of any other event of default hereunder the Trustee may and shall upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding, by notice in writing delivered to the Issuer and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable, and such principal, interest, and any premium that shall have become due prior to such date, if any, shall thereupon become and be immediately due and payable; provided, however, that so long as a Credit Facility is in effect, no acceleration shall be declared under this Section 9.2 (except an acceleration upon the occurrence of an event of default under Section 9.1(a), (b), (c) or (f) hereof) without the written consent or direction of the Credit Provider. Upon any acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement, and, if a Credit Facility is then in effect, the Trustee shall, as soon as possible, take such action under such

Credit Facility to the fullest extent permitted by the terms thereof so that moneys are received by the Trustee under the Credit Facility within three (3) Business Days of such event of default to pay the principal of, and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such acceleration, the Trustee shall give written notice thereof (unless previously given) to the Issuer, the Company, the Credit Provider and the Remarketing Agent; provided, that failure to give such notice pursuant to this sentence shall not affect the validity or effectiveness of any such acceleration. Upon any such declaration, interest shall cease to accrue on the Bonds on the date of such declaration unless such declaration is rescinded in accordance with Section 9.11 hereof.

Section 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an event of default hereunder the Trustee may, in addition or as an alternative to the remedy provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding.

If an event of default shall have occurred, and if requested so to do by the Credit Provider, or with the consent of the Credit Provider, the owners of not less than a majority in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in Section 10.1(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article IX and Section 10.4 hereof, as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the Registered Owners; provided that such request shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Credit Provider shall have no such right to make any request with respect to remedies against the Credit Provider, including taking any action to realize moneys under the Credit Facility. In the event of a conflict between the requests of the Credit Provider and those of the Registered Owners, the request of the Credit Provider shall prevail. The Trustee may take any other action under this Indenture which is not inconsistent with such requests. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or event of default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee, the Credit Provider or the Registered Owners, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 9.4. Right of Credit Provider and Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Credit Provider, so long as the Credit Provider has not wrongfully failed to honor a demand for payment under the Credit

Facility which wrongful dishonor is continuing, or the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding with the written consent of the Credit Provider, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and subject to indemnification of the Trustee pursuant to Section 10.1(l) hereof, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Credit Provider shall have no such right to direct proceedings relating to remedies against the Credit Provider, including taking any action to realize moneys under the Credit Facility. In the event of conflict between the directions of the Credit Provider and those of the Registered Owners with respect to an event of default, the directions of the Credit Provider shall prevail. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appointment of Receivers. Upon the occurrence of an event of default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver. Upon the occurrence of an event of default hereunder, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under the Issuer, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7. Application of Moneys. All moneys (other than moneys realized under a Credit Facility) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.3 or 6.9 hereof shall, after payment to the Trustee as provided in Section 10.2 hereof, be deposited in the Bond Fund; all moneys realized under a Credit Facility to pay principal of and interest on the Bonds shall be deposited in the Bond Fund-Credit Facility Account, a separate and segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an event of default hereunder shall be derived in the order of priority set forth in Section 6.4 hereof and applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Company Bonds, and other than Pledged Bonds to the extent of moneys then on deposit in the Bond Fund-Credit Facility Account), and, if the amount available shall not be sufficient to pay said amount in full, then

to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Company Bonds, and other than Pledged Bonds to the extent of moneys then on deposit in the Bond Fund-Credit Facility Account), and, if the amount available shall not be sufficient to pay in full such unpaid principal and premium, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;

THIRD - To the payment of all obligations of the Company whether or not then due and owing to the Credit Provider under the Credit Agreement and to the payment of Pledged Bonds to the extent not already paid; and

FOURTH - To the payment of the principal of, premium, if any, and interest on Company Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied **FIRST**, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Company Bonds, and other than Pledged Bonds to the extent of moneys then on deposit in the Bond Fund-Credit Facility Account), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Company Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, **SECOND**, to the payment of all obligations whether or not then due and payable to the Credit Provider under the Credit Agreement and to the payment of Pledged Bonds to the extent not already paid, and **THIRD**, to the payment of principal of and interest on Company Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof in the event that the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date

(which shall be, if a Credit Facility is then in effect and an event of default exists hereunder, within three (3) Business Days of such event of default or, in all other cases, an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided, that in the event of the acceleration of the Bonds and the Trustee's taking of action under the Credit Facility then in effect to realize moneys thereunder to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall fix the date upon which such application is to be made, which date shall be the date of receipt of such moneys under such Credit Facility. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. Remedies Vested in Trustee. All rights of action (including the right to file proofs of claim) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds (other than Company Bonds).

Section 9.9. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or the Agreement or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default hereunder and the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(1), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for sixty (60) days after such notification, request and offer of indemnification; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture or the Agreement, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding (other than Company Bonds). Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the

principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Credit Provider set forth in Section 9.4 hereof.

Section 9.10. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee, the Credit Provider and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.11. Waivers of Events of Default. Subject to Section 9.13 hereof, the Trustee may at its discretion waive any event of default hereunder and its consequences, other than an event of default under Section 9.1(f) hereof, and may rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners of (1) not less than a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) not less than a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided, however, that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specified therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided, that if the Trustee shall have realized moneys under the Credit Facility then in effect in connection with any such event of default to be so waived, no such waiver shall be effective until the Trustee has received written evidence that such Credit Facility shall have been reinstated to an amount equal to the Outstanding principal amount of the Bonds plus the Credit Facility Interest Amount; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 9.12. Notice of Defaults under Section 9.1(d); Opportunity of the Issuer and the Company to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(d) hereof shall constitute an event of default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the Issuer, the Company, the Credit Provider and the Remarketing Agent by the Trustee or to the Issuer, the Company, the Trustee, the Credit Provider and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding or by the Credit

Provider which notice shall specify such default, request that said default be remedied and state that such notice is a "Notice of Default" hereunder, and the Issuer and the Company shall have had ninety (90) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the Issuer, the Company, the Credit Provider and the Remarketing Agent under the provisions of this Section 9.12, the Issuer hereby grants the Company full authority for account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

Section 9.13. Limitation of Default and Remedies. Notwithstanding anything herein to the contrary and so long as the Credit Provider has not wrongfully failed to honor a demand for payment under the Credit Facility which wrongful dishonor is continuing, the Credit Provider, subject to Section 9.4 hereof, shall be entitled, but not obligated, to request that the Trustee exercise or to direct the Trustee in the exercise of all rights and remedies under this Article IX, including, without limitation, acceleration of the Bonds, institution of legal proceedings and the granting of any waivers with respect to the foregoing. Neither the Trustee, the Issuer nor the owners of the Bonds shall have the right or be permitted to exercise any of the rights or remedies granted or permitted to any one or more of them under this Article IX without the prior written consent and, in the case of the Trustee, request or direction of the Credit Provider.

ARTICLE X

TRUSTEE AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred hereunder, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an event of default has occurred hereunder (which has not been cured or waived), and subject to the provisions of Section 10.1(l) hereof and subject to the Trustee's acting at the direction of the Credit Provider as provided in this Indenture, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents or receivers, not be answerable for the conduct of the same if

appointed by the Trustee in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof, and the Trustee may be reimbursed for such payment as provided in Section 4.2(b) of the Agreement.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of the execution by the Issuer of this Indenture or any supplemental indentures hereto, or of any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby or for filing any financing or continuation statements in any public office at any time in order to perfect or maintain the perfection of any security interest granted hereby or to maintain any insurance policy relating to the Project. In purchasing Bonds hereunder, the Trustee shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Trustee to expend or risk its own funds or shall relieve the Trustee from liability for its negligence or willful misconduct.

(d) The Trustee shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Issuer Representative or an Authorized Company Representative under the Agreement as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Clerk or the Executive Director of the Issuer to the effect that an authorization in the form therein set

forth has been adopted by the Issuer as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence, bad faith or misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default or event of default hereunder or under the Agreement except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof or of any Expiration Date (other than a Stated Expiration Date), unless the Trustee shall be specifically notified in writing of such default or Expiration Date by the Issuer, the Company, the Credit Provider or the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Office of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default or Expiration Date except as aforesaid.

(i) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the Issuer and the Company pertaining to the Project and the Bonds (upon reasonable notice to the Issuer or the Company, as the case may be), and to take such memoranda from and with regard thereto as may be desired, subject to such limitations, restrictions and requirements as the Issuer or the Company, as the case may be, may reasonably prescribe.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Issuer or the Company to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action at the request or direction of owners of the Bonds or the Credit Provider under this Indenture, including directions referred to in Section 9.2 (except with respect to an acceleration due to an event of default under Section 9.1(f) hereof), Section 9.3, Section 9.4, Section 9.13 and Section 10.4 hereof, the Trustee may require that a satisfactory indemnity bond be furnished by such owners or the Credit

Provider for the reimbursement of all expenses (including reasonable counsel fees and expenses) to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence, bad faith or misconduct. Notwithstanding anything in this Indenture to the contrary, the Trustee may not require the indemnification provided for in this Section 10.1(l) before taking action to realize moneys under the Credit Facility as provided herein or before making regularly scheduled payments of principal and interest on the Bonds or before paying the purchase price of the Bonds.

(m) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(n) The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees, expenses and indemnities shall survive its resignation or removal and the final payment or defeasance of the Bonds and all indemnifications and releases from liability granted herein to the Trustee shall extend to its directors, officers, employees and agents.

Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee. The Trustee shall be entitled to payment and reimbursement from the Company for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee in connection with such services and in connection with entering into this Indenture. The Trustee shall also be entitled to payment from the Company of its reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Company, the Issuer and the holders of the Bonds agree that the Trustee shall have a first lien for the foregoing fees, charges and expenses and for the indemnities owed to it under Section 4.2(b) of the Agreement with right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys realized under a Credit Facility or held for the payment of particular Bonds) whether or not such payment is then due and owing for the foregoing fees, charges, expenses and indemnities incurred by it. The Trustee shall not have such a lien for such fees, charges, expenses and indemnities on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee or the Remarketing Agent for purchase.

Section 10.3. Notice of Default. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if notice of default be given as therein provided, then the Trustee shall promptly give written notice thereof by registered or certified mail, return receipt requested, to the Issuer, the Remarketing Agent, the Company and the Credit Provider. The Trustee shall promptly give written notice of any such default by registered or certified mail, return receipt requested, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.6 hereof to be kept at the Principal Office of the Trustee.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and, subject to the provisions of Section 10.1(l) hereof, shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding or, subject to Section 9.13 hereof, the Credit Provider.

Section 10.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee shall give notice thereof to the Issuer, the Company, the Credit Provider and the Remarketing Agent.

Section 10.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving sixty (60) days' written notice by registered or certified mail, postage prepaid, to the Issuer, the Company, the Remarketing Agent, the Credit Provider and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Trustee, and such resignation shall take effect at the end of such sixty (60) days provided that a successor Trustee has been appointed and shall have accepted appointment pursuant to Section 10.8 hereof, or upon the earlier appointment of, and acceptance of appointment by, a successor Trustee pursuant to Section 10.8 hereof. If no successor Trustee shall have been so appointed and have accepted appointment within sixty (60) days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 10.7. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, the Company, the Credit Provider and the Remarketing Agent, and signed by the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding, or (so long as no default or Event of Default is then existing under the Agreement) signed by the Company and delivered to the Trustee, the Issuer, the Credit Provider and the Remarketing Agent, and such removal shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 10.8 hereof and acceptance by such Trustee.

Section 10.8. Appointment of Successor Trustee. In case the Trustee hereunder shall (a) give notice of resignation, (b) be removed, or (c) be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court; a successor shall be appointed by the Issuer (at the written direction of the Company); provided, that if a successor Trustee is not so appointed within sixty (60) days after notice of resignation is mailed or an instrument of removal is delivered as provided under Sections 10.6 and 10.7 hereof,

respectively, or within sixty (60) days of the Company's knowledge of any of the events specified in (c) hereinabove, then the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the Issuer, the retiring Trustee, the successor Trustee, the Credit Provider, the Company and the Remarketing Agent, may designate such successor. If the Registered Owners and the Issuer (at the written direction of the Company) fail to so appoint a successor Trustee hereunder within sixty (60) days after the Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor Trustee hereunder. Every such Trustee appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank with trust powers in good standing and have a reported capital and surplus of not less than \$100,000,000 (such capital and surplus requirement may be met by the trust company's or bank's holding company) if there be such an institution willing, qualified and able to accept the trust upon customary terms.

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer (at the direction of the Company), or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall, upon payment of its charges, deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture (or a financing statement with respect thereto) shall have been filed or recorded.

Section 10.10. Appointment of a Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement or the Credit Facility and, in particular, in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Company (to the extent that no default or Event of Default shall

have occurred and be continuing under the Agreement), an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or vested in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the Issuer, the Trustee, the Company, the Credit Provider and the Remarketing Agent.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. If the Issuer shall fail to deliver the same within fifteen (15) days of such request, or if an Event of Default has occurred and is continuing, the Trustee is hereby appointed attorney-in-fact for the Issuer to execute, acknowledge and deliver such instruments in the Issuer's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Remarketing Agent. The Issuer (at the direction of the Company) shall appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the Issuer in determining the Weekly Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Company in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. The Issuer (at the direction of the Company) hereby appoints Thornton Farish Inc. as the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Company, the Trustee and the Credit Provider, under which the Remarketing Agent will agree to fulfill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the Issuer and the Company at all reasonable times.

The Remarketing Agent (or its parent company) shall be a member of the Financial Industry Regulatory Authority, or shall be a commercial bank or a wholly-owned subsidiary of a commercial bank having a capitalization of at least \$25,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture, chartered under the laws of the United States of America or any state thereof. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days' written notice to the Issuer, the Company, the Credit Provider and the Trustee. The Remarketing Agent may be removed at any time by the Issuer, at the direction of the Company, by an instrument filed with the Remarketing Agent, the Credit Provider and the Trustee and upon prompt notice to the Bondholders. Upon any such resignation or removal, the Issuer (at the direction of the Company) shall appoint a successor Remarketing Agent by an instrument filed with the Remarketing Agent, the Credit Provider and the Trustee. No such resignation or removal of the Remarketing Agent shall be effective until a successor Remarketing Agent has been appointed and has accepted such appointment.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action is to the prejudice of the Registered Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) At the request of the Company, to permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the Issuer, the Company and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes;

(d) To provide for an uncertificated system of registration for the Bonds upon receipt by the Issuer, the Company and the Trustee of an opinion of Bond Counsel to the effect that the provision for such system of registration for the Bonds is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes;

(e) To secure or maintain ratings on the Bonds from Moody's and/or S&P, which changes will not restrict, limit or reduce the obligation of the Company to pay amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Company, the Issuer, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes;

(f) To make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Company, the Issuer, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment is permitted by applicable law and will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes;

(g) To provide additional security to the Trustee for the benefit of the Registered Owners upon receipt by the Issuer, the Company and the Trustee of an opinion of Bond Counsel to the effect that the provision of such additional security is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes and to conform to or permit compliance with the terms and provisions of such additional security, including the sources, priorities and retention of funds as contemplated by Sections 6.4 and 6.11 hereof; or

(h) To facilitate the provision of a Credit Facility or other credit enhancement, but only if there shall be supplied to the Company, the Issuer, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

Upon the execution of any such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as

permitting, without the consent of the owners of 100% in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or a change in the Weekly Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Weekly Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased, or the purchase price thereof, in accordance with the terms thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds the owners of which are required to consent to such supplemental indenture or to an amendment to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then Outstanding of the lien hereby created on the Trust Estate.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be sent by overnight delivery service (with the signature of the receiving party required) or to be mailed by registered or certified mail, return receipt requested, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the terms of Section 5.6 hereof to be kept at the Principal Office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Registered Owners. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the sending or mailing of such notice, the owners of not less than a majority or 100%, as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consent of Company, Remarketing Agent and Credit Provider. No amendment, change or modification of this Indenture shall become effective unless and until the Company and the Credit Provider shall have consented in writing to the execution and delivery of such supplemental indenture. Prior to the execution of any supplemental indenture which affects the duties of the Remarketing Agent hereunder, consent must be obtained from the Remarketing Agent. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by overnight delivery service (with the signature of the receiving party required) or by registered or certified mail, return receipt requested, to the Company, the Credit Provider and the Remarketing Agent at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice unless the Remarketing Agent's consent to such supplemental indenture is required pursuant to Section 11.3 hereof.

Section 11.5. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and that all conditions precedent have been complied with. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

AMENDMENT OF AGREEMENT AND CREDIT FACILITY

Section 12.1. Amendments, Etc., to Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that no such action is to the prejudice of the Registered Owners (in making such determination, the Trustee may rely on the opinion of such counsel as it may select); (iii) to secure or maintain ratings on the Bonds from Moody's and/or S&P; (iv) to describe more fully or to amplify or correct the description of any property financed under the Agreement or intended to be so or to amend Exhibit A to the Agreement in accordance with Section 3.1 thereof; or (v) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners (in making such determination, the Trustee may rely on the opinion of such counsel as it may select); provided, that with respect to any such amendment the Company provides the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

Section 12.2. Amendments, Etc., to Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the Issuer and the Trustee shall not consent to any other amendment, change or modification of the Agreement without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as provided in this Section 12.2; provided, however, that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of

the owners of 100% in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or (d) of the Agreement; (b) a reduction in any amount due pursuant to Section 4.2(a) or (d) of the Agreement; or (c) a reduction in the aggregate principal amount of the Bonds the owners of which are required to consent to such amendment, change or modification of the Agreement. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Registered Owners.

Section 12.3. Consent of Credit Provider. Any amendment, change or modification of the Agreement under this Article XII shall not become effective unless and until the Credit Provider shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the Issuer shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed execution of any such amendment, change or modification, by overnight delivery service (with the signature of the receiving party required) or by registered or certified mail, return receipt requested, to the Credit Provider at least fifteen (15) days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Amendment of Credit Facility. The Credit Facility may not be amended without the prior written consent of the Trustee. The Trustee shall notify the owners of the Bonds of a proposed amendment of any Credit Facility and may consent thereto with the consent of the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding which would be affected by the action proposed to be taken; provided, that the Trustee shall not, without the unanimous consent of the owners of the Bonds then outstanding consent to any amendment which would (1) decrease any amount payable under the Credit Facility, (2) extend the time for the payment of any amount under the Credit Facility or (3) reduce the term of the Credit Facility.

Section 12.5. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent of any amendment or supplement to the Agreement or the Credit Facility, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

Section 12.6. Execution of Consents. In executing any consent permitted by this Article the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of Counsel stating that the execution of such consent is authorized or permitted by this Indenture and that all conditions precedent have been complied with. The Trustee may, but shall not be obligated to, consent to any amendment, change or modification of the Agreement or the Credit

Facility which affects the Trustee's own rights, duties or immunities under this Indenture, the Agreement, the Credit Facility or otherwise.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Owners may be in any number of concurrent documents and may be executed by such Registered Owners in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of owning the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Company Bonds shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be Company Bonds shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith, including the Pledged Bonds, shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any Affiliate of the Company or any person acting for or on behalf of them. If an agreement with a Securities Depository as described in Section 2.11 hereof is then in effect and such agreement provides for the establishment of a record date for purposes of the solicitation of consents from and voting by the owners of the Bonds, the Trustee shall comply with the provisions of such agreement.

Notwithstanding the foregoing paragraph, Company Bonds shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are Company Bonds; provided, however, that in such event the Company or any Affiliate of the Company or any

person acting for or on behalf of them may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and provided further, that if a supplement to this Indenture is executed at a time when the Company or any Affiliate of the Company or any person acting for or on behalf of them is the owner of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exclusion of the interest thereon from the gross income of the owners thereof for federal income tax purposes.

Section 13.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Company, the Remarketing Agent, the Credit Provider and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company, the Remarketing Agent, the Credit Provider and the owners from time to time of the Bonds as herein provided.

Section 13.3. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 13.4. Notices. Unless otherwise specifically provided herein, any notice, request, complaint, demand, direction, communication or other paper shall be sufficiently given if in writing and shall be deemed given: (i) three (3) days after the same is deposited in the United States mail and sent by registered or certified mail, return receipt requested, or (ii) when the same is delivered by hand, or (iii) when the same is sent by confirmed facsimile transmission, or (iv) on the next Business Day when the same is sent by overnight delivery service (with the signature of the receiving party required), in each case to the parties at the addresses set forth below or at such other address as a party may designate by written notice to the other parties: If to the Issuer, at 2 Pillsbury Street, Suite 201, Concord, New Hampshire 03301, or Telecopy No. (603) 415-0194, Attention: Executive Director; if to the Trustee, at 1900 5th Avenue North, 26th Floor, Birmingham, Alabama 35203, or Telecopy No. (205) 264-5264, Attention: Corporate Trust Department; if to the Remarketing Agent, at 3500 Eastern Boulevard, Suite 210, Montgomery, Alabama 36116, or Telecopy No. (334) 272-0897, Attention: Joseph A. Whitehead; if to the Company, at 90 Boroline Road, Allendale, New Jersey 07401, or Telecopy No. (201) 696-3490, Attention: Richard Olson; if to the Credit Provider at 420 Fifth Avenue, 24th Floor, New York, New York 10018, or Telecopy No. (212) 703-5256, Attention: Portfolio Manager, Corporate Finance; and if to S&P at 55 Water Street, 41st Floor, Attention: Structured Finance LOC Surveillance Group, New York, New York 10041, or Telecopy No. (212) 438-7321, or Email: nyloc@standardandpoors.com. A duplicate copy of each notice required to be given hereunder by the Trustee to either the Issuer or the Company shall also be given to the other.

Notwithstanding any provision of this Indenture requiring that notice be sent by first-class, certified or registered mail to Bondholders or to any party required to be given notice hereunder and absent any direction from any such party to receive notice directing that notice be provided to it in the specific manner set forth in this Indenture, the party sending the notice may send such notice by electronic means (including without limitation by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods) to any party required to be given notice hereunder if such party to receive notice furnishes the sending party with an email address or facsimile number or instructions for sending notices by other electronic means to it.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Indenture sent by the Company by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Company shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company has agreed in Section 8.1 of the Agreement: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Company; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 13.5. Payments Due on Non-Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered for purchase is not a Business Day, then payment of principal, premium, if any, interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 13.6. Action by Company. Wherever it is herein or in the Agreement provided or permitted for any action to be taken by the Company, such action may be taken by an Authorized Company Representative under the Agreement, unless the context clearly indicates otherwise.

Section 13.7. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.8. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the immunities and standard of care of the Trustee in the administration of its trusts hereunder shall be governed by and construed in accordance with the laws of the jurisdiction in which its Principal Office is located.

Section 13.9. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 13.10. Provisions for Payment of Expenses. The Issuer shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of the Issuer shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the Issuer for the provision of expenses being agreed upon by the Issuer and the Company.

Section 13.11. Limited Liability of Officers, Etc. No recourse shall be had for the payment of the principal of, premium, if any, and interest on the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future official or employee of the Issuer, or any successor thereof, as such, either directly or indirectly or through the Issuer or any successor, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official or employee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of any of the Bonds.

Section 13.12. Additional Notices to Rating Agencies. The Trustee hereby agrees that if at any time (a) there is a change in the Trustee, the Remarketing Agent, the Credit Provider or the co-trustee; (b) any amendments to the Indenture, the Agreement, the Credit Agreement, the Pledge Agreement or the Remarketing Agreement; (c) the Credit Facility expires, is terminated, is extended or is substituted; (d) all or any part of the principal of the Bonds is paid; or (e) the interest rate on the Bonds is adjusted to the Fixed Rate, then in each case the Trustee shall use its best efforts to promptly give notice as provided in Section 13.4 hereof of any such event to each Rating Agency then maintaining a rating on the Bonds, which notice in the case of an event described in clause (b) above shall include a copy of any such amendment. The agreement contained in this paragraph is made as a matter of courtesy and accommodation only and the Trustee shall have no liability to any person for any failure to comply therewith.

Section 13.13. References to Credit Provider. If the Credit Facility is not in effect at any time, all references to the Credit Provider herein shall be deemed ineffective. The provisions of this Indenture requiring the consent of the Credit Provider or requiring action to be taken at the direction of the Credit Provider shall be deemed ineffective if the Credit Provider is at any such time in default in its obligations under the Credit Facility.

Section 13.14. References to Remarketing Agent. All references to the Remarketing Agent herein shall be deemed ineffective after the Fixed Rate Adjustment Date.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Business Finance Authority of the State of New Hampshire and Regions Bank, as Trustee, have caused this Indenture of Trust to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the day first above written.

BUSINESS FINANCE AUTHORITY OF THE STATE
OF NEW HAMPSHIRE

By _____
Chairman, Board of Directors

[SEAL]

ATTEST:

By _____
Executive Director

REGIONS BANK, as Trustee

By _____
Its Corporate Trust Officer

[SEAL]

ATTEST:

By _____
Its Vice President and
Corporate Trust Officer

BUSINESS FINANCE AUTHORITY OF THE
STATE OF NEW HAMPSHIRE

AND

LONZA AMERICA INC.

LOAN AGREEMENT

DATED DECEMBER [21], 2017

The interest of the Business Finance Authority of the State of New Hampshire in this Loan Agreement and all amounts receivable hereunder (except the right to receive payments, if any, under Sections 4.2(c), 5.2 and 6.3 hereof) have been assigned to Regions Bank, as Trustee under the Indenture of Trust dated December [21], 2017 from the Business Finance Authority of the State of New Hampshire.

LOAN AGREEMENT

(THIS TABLE OF CONTENTS IS NOT A PART OF THIS LOAN AGREEMENT
AND IS ONLY FOR CONVENIENCE OF REFERENCE)

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LOAN AGREEMENT

This LOAN AGREEMENT, made and entered into on December [21], 2017 by and between the Business Finance Authority, a body corporate and politic as an agency of the State of New Hampshire, party of the first part (the “Issuer”), and Lonza America Inc., a corporation organized and existing under the laws of the State of Delaware, party of the second part (the “Company”).

WITNESSETH:

In consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided, that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall be a limited obligation of the Issuer, payable solely out of the proceeds derived from this Loan Agreement, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from the Credit Facility, all as herein provided);

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definition of Terms. Certain terms used in this Loan Agreement are hereinafter defined in this Section 1.1. When used herein, such terms shall have the meanings given to them by the language employed in this Article I defining such terms, and the plural includes the singular and the singular includes the plural, unless the context clearly indicates otherwise:

“Act” means RSA 162-I, as supplemented and amended.

“Agreement” means this Loan Agreement as from time to time supplemented and amended.

“Authorized Company Representative” means such person at the time and from time to time designated by written certificate furnished to the Issuer, the Trustee, the Remarketing Agent and the Credit Provider containing the specimen signature of such person and signed on behalf of the Company by the chairman, the president, any vice president, the treasurer or any assistant treasurer of the Company to act on behalf of the Company. Such certificate may designate an alternate or alternates.

“Authorized Issuer Representative” means such person at the time and from time to time designated by written certificate furnished to the Company, the Remarketing Agent, the Credit Provider and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by the Chairman of its Board of Directors to act in behalf of the Issuer. Such certificate may designate an alternate or alternates.

“Bond Counsel” means Kutak Rock LLP or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the Issuer, the Company (so long as no event of default is then existing under Section 6.1 (a), (b), (c), (d) or (e) of this Agreement) and the Trustee.

“Bond Fund” means the Bond Fund created and established in Section 6.2 of the Indenture.

“Bonds” means the \$[50,000,000] aggregate principal amount of Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 authorized to be issued by the Issuer pursuant to the terms and conditions of Sections 2.1 and 2.2 of the Indenture.

“Code” means the Internal Revenue Code of 1986, as amended, together with any regulations promulgated thereunder or applicable thereto.

“Company” means (i) Lonza America Inc., the party of the second part hereto, and its successors and assigns, and (ii) any surviving, resulting or transferee entity as permitted by Section 5.1 hereof.

“Completion Date” means the date of completion of construction of the Project.

“Construction Fund” means the Construction Fund created and established in Section 6.6 of the Indenture.

“Construction Period” means the period between the beginning of construction of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

“Cost of the Project” means the sum of the items authorized to be paid from the Construction Fund pursuant to the provisions of Section 3.3 hereof.

“Event of Default” means any occurrence or event specified as such in and defined as such by Section 6.1 hereof.

“Indenture” means the Indenture of Trust, including any indentures supplemental thereto as therein permitted, between the Issuer and the Trustee, of even date herewith, pursuant to which certain of the Issuer’s interests in this Agreement are pledged as security for the payment of the principal of, and premium, if any, and interest on, the Bonds.

“Issuer” means the Business Finance Authority of the State of New Hampshire, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

“Permitted Investments” means:

- (a) Direct obligations of the United States of America and obligations fully guaranteed by any agency thereof;

(b) Direct obligations of, and obligations fully guaranteed by, any of the fifty states of the United States of America rated a minimum of A1 or AA by S&P or any equivalent rating by any equivalent nationally recognized statistical rating organization (such rating requirement can be met by an attached letter of credit from any bank meeting the requirements stated in clause (e) below or by municipal bond insurance);

(c) Indebtedness of any county or other local government body within the United States of America rated at least A1 or AA by S&P or any equivalent rating by any nationally recognized statistical rating organization (such rating requirement can be met by an attached letter of credit from any bank meeting the requirements stated in clause (e) below or by municipal bond insurance);

(d) Indebtedness of any corporation rated A1 or AA by S&P or any equivalent rating by any equivalent nationally recognized statistical rating organization;

(e) Certificates of deposit, banker's acceptances or time deposits of any commercial bank, branch or Edge Act (12 USC 611 et seq.) branch which is a member of the Federal Reserve System, has a net worth of at least \$100 million and whose debt service has an A prefix by Moody's or S&P or any equivalent rating by any nationally recognized statistical rating organization;

(f) Repurchase agreements or reverse repurchase agreements with financial institutions whose commercial paper is A1 or whose debt rating is AA, or any bank who meets the requirements as stated in clause (e) above, provided that in all cases the market value of the collateral used for such transactions must be adequate to insure safety, liquidity and preservation of capital: AAA-102%, AA-110%; and

(g) Securities and Exchange Commission Rule 2a-7 money market funds with a net asset value of one dollar and a parent company rating of A1 or better by S&P or any equivalent rating by any nationally recognized statistical rating organization.

"Plans and Specifications" means the plans and specifications prepared for the Project by the Company, as amended from time to time prior to the Completion Date, which plans and specifications are on file at the Principal Office of the Company.

"Plant" means the manufacturing complex in Portsmouth, New Hampshire that is owned and operated by the Subsidiary.

"Project" means those facilities and related property acquired, constructed and installed with proceeds from the sale of the Bonds or the proceeds of any payment by the Company pursuant to Section 3.4 of this Agreement, as more particularly described in Exhibit A hereto.

"Project Certificate" means the Project Certificate delivered by the Company concurrently with the issuance of the Bonds.

"Rebate Fund" means the Rebate Fund described in Section 4.2 of the Tax Agreement.

“Subsidiary” means Lonza Biologics Inc., a Delaware corporation and a wholly-owned subsidiary of the Company.

“Tax Agreement” means the Tax Exemption Certificate and Agreement, dated the Issue Date, between and among the Issuer, the Trustee and the Company, as it may be amended in accordance with its terms, relating to the Bonds.

“Trustee” means the Trustee and/or co-trustee at the time serving as such under the Indenture.

Terms defined in the Indenture and used herein shall have the same meanings herein as set forth in the Indenture.

Section 1.2. Rules of Interpretation. The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations of the Issuer. The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a body corporate and politic as an agency of the State duly organized and validly existing under the Constitution and laws of the State. The Issuer has the power, pursuant to the provisions of the Act, to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) To finance a portion of the Cost of the Project, the Issuer will issue its Bonds, which will mature, bear interest and be subject to redemption as set forth in the Indenture.

(c) The Bonds are to be issued under and secured by the Indenture, pursuant to which certain of the Issuer’s interests in this Agreement will be pledged to the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge or otherwise transfer its interest in this Agreement other than to the Trustee to secure the Bonds.

(e) The Issuer has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

(f) The issuance of the Bonds for the purpose of financing the Cost of the Project will further the public purposes of the Act.

Section 2.2. Representations of the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and has power to enter into and by proper action has been duly authorized to execute and deliver this Agreement and the Tax Agreement.

(b) The Subsidiary is a corporation duly organized and validly existing under the laws of the State of Delaware and is in good standing and is duly qualified to do business in the State of New Hampshire.

(c) Neither the execution and delivery of this Agreement or the Tax Agreement, the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement and the Tax Agreement conflicts with or results in a breach of any of the terms, conditions or provisions of the Company's Certificate of Incorporation or By-laws or any other organizational restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or (with or without the giving of notice or the lapse of time, or both) constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance prohibited by the terms of any instrument or agreement to which the Company is now a party or by which it is bound.

(d) The statements, information and descriptions contained in the Project Certificate, as of the date hereof and at the time of delivery of the Bonds, are and will be true and correct.

ARTICLE III

CONSTRUCTION OF THE PROJECT; ISSUANCE OF THE BONDS

Section 3.1. Agreement by the Company to Construct and Equip the Project; Disclaimers by the Issuer. The Company agrees that it or the Subsidiary will acquire or construct, or complete the acquisition and construction of, the Project in Portsmouth, New Hampshire substantially in accordance with the Plans and Specifications. Since the Project has been or will be acquired, constructed and equipped by the Company (or the Subsidiary) and by

contractors and suppliers selected by the Company (or the Subsidiary), THE ISSUER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECT OR ITS SUITABILITY FOR THE COMPANY'S PURPOSES OR THE EXTENT TO WHICH PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL PAY THE COSTS TO BE INCURRED IN CONNECTION THEREWITH OR THE ACTUAL OR DESIGNED CAPACITY OF THE PROJECT, OR THE FITNESS OF THE PROJECT FOR ANY PARTICULAR PURPOSE OF THE COMPANY.

In the event that Exhibit A hereto is to be amended or supplemented in accordance with the provisions of Section 12.1 of the Indenture, the Issuer will enter into, and will instruct the Trustee to consent to, an amendment of or supplement to Exhibit A hereto upon receipt of:

- (i) a certificate of an Authorized Company Representative describing in detail the proposed changes; and
- (ii) a copy of the proposed form of amendment or supplement to Exhibit A hereto and such other documents, certificates and showings as may be required by counsel rendering the opinion in clause (iii) of this paragraph; and
- (iii) an opinion of Bond Counsel to the effect that such amendment complies with the requirements of this Section 3.1, is in proper form for execution and delivery by the Issuer and will not adversely affect the validity of the Bonds or the exemption from federal income taxes of the interest thereon.

Section 3.2. Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds to finance the Cost of the Project, the Issuer agrees that it will issue under the Indenture, sell and cause to be delivered to the Underwriter, the Bonds, bearing interest and maturing as set forth in the Indenture. The Issuer will thereupon cause the accrued interest, if any, received upon the delivery of the Bonds to be deposited in the Bond Fund and the balance of the proceeds (net of underwriting discount, if any) received from the sale of the Bonds to be deposited in the Construction Fund and applied as provided in the Indenture.

Section 3.3. Disbursements from the Construction Fund. The Issuer hereby authorizes and directs the Trustee, upon compliance with Section 6.7 of the Indenture, to disburse the moneys in the Construction Fund to or on behalf of the Company or the Subsidiary for the following purposes (but, subject to the provisions of Sections 3.4 and 3.5 hereof, for no other purpose):

- (a) Payment to the Company or the Subsidiary of such amounts, if any, as shall be necessary to reimburse the Company or the Subsidiary in full for all advances and payments made by it at any time prior to or after the delivery of the Bonds for expenditures in connection with the preparation of the Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof) and the construction and acquisition of the Project.

(b) Payment of costs to the extent incurred in connection with, and allocable to, the issuance of the Bonds within the meaning of Section 147(g) of the Code, including, without limitation, (i) fees and expenses of accountants, attorneys, engineers and financial advisors, (ii) materials, supplies, and printing and engraving costs, (iii) recording and filing fees, (iv) Rating Agency fees, (v) initial fees and expenses (including, without limitation, counsel fees and expenses) of the Trustee, (vi) any underwriter's discount or fee, (vii) the Issuer's issuance fee and the Issuer's other fees and expenses as provided in Section 4.2(c) of this Agreement and (viii) public approval process costs.

(c) Payment for labor, services, materials and supplies used or furnished in the construction and acquisition of the Project, and payment of amounts due under contracts for the acquisition, construction and installation of the Project, all as provided in the plans, specifications and work orders therefor.

(d) Payment of the fees, if any, for architectural, engineering, legal, underwriting and supervisory services with respect to the Project.

(e) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period.

(f) Payment of the taxes, assessments and other charges, if any, that may become payable during the Construction Period with respect to the Project, or reimbursement thereof if paid by the Company or the Subsidiary.

(g) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds as provided in Section 6.4(c) of the Indenture and payment of periodic fees for the Credit Facility due and payable under the Credit Agreement during the Construction Period (specifically including reimbursement to the Company for amounts paid to the Credit Provider (i) to reimburse it for draws under the Credit Facility to pay such interest on the Bonds as provided in Section 6.4(d) of the Indenture and (ii) for such periodic fees for the Credit Facility.

(i) Payment of any other costs which constitute part of the Cost of the Project in accordance with generally accepted accounting principles and which are permitted by the Act and will not affect the exemption from federal income taxes of interest on any of the Bonds.

(j) For transfer to the Rebate Fund in order to comply with the provisions of the Tax Agreement.

All moneys remaining in the Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (j), inclusive, of this Section, shall at the direction of the Company be used in accordance with Section 3.4 hereof.

Section 3.4. Establishment of Completion Date; Obligation of the Company to Complete. As soon as practicable after the completion of construction of the Project, and in any event not more than ninety (90) days thereafter, the Company shall furnish to the Trustee a certificate signed by an Authorized Company Representative stating (i) that construction of the Project has been completed substantially in accordance with the Plans and Specifications, (ii) the Completion Date, (iii) the Cost of the Project, (iv) the portion of the Cost of the Project which has then been paid and (v) the portion of the Cost of the Project which has not yet then been paid. Such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Moneys (including investment proceeds) remaining in the Construction Fund on the date of such certificate may be used, at the direction of an Authorized Company Representative, to the extent indicated, for the payment, in accordance with the provisions of this Agreement, of any Cost of the Project not then paid as specified in the above-mentioned certificate. Any moneys (including investment proceeds) remaining in the Construction Fund on the date of the aforesaid certificate and not so set aside for the payment of such Cost of the Project shall be transferred or disbursed in accordance with Section 1.142-2 of the Regulations (as defined in the Tax Agreement) or any successor thereto. The Company acknowledges that these provisions generally require that a portion of the Bonds be redeemed, or defeased to the first call date (with appropriate notice to the Internal Revenue Service), within 90 days of the earlier of (i) the date on which the Company determines that the Project will not be completed or (ii) the date on which the Project is Placed-in-Service (as defined in the Tax Agreement).

In the event the moneys in the Construction Fund available for payment of the Cost of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay or to cause the Subsidiary to pay directly, or to deposit in the Construction Fund moneys sufficient to pay, the costs of completing the Project as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund the Company or the Subsidiary should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the Cost of the Project pursuant to the provisions of this Section, neither the Company nor the Subsidiary shall be entitled to any reimbursement therefor from the Issuer or from the Trustee or from the owners of any of the Bonds, nor shall the Company be entitled to any diminution of the loan repayment installments or other amounts payable under Section 4.2 hereof.

Section 3.5. Inspection of Project. The Company agrees that the Issuer, the Trustee and their duly authorized agents shall have the right at all reasonable times during business hours, upon reasonable prior notice to the Company, subject to the Company's usual safety and security

requirements and reasonable confidentiality agreements with respect to proprietary information, to examine and inspect the Project without interference or prejudice to the Company's operations.

Section 3.6. Investment of Moneys in the Construction Fund, the Bond Fund and the Rebate Fund. Subject to the next succeeding paragraph, any moneys held as a part of the Construction Fund, the Bond Fund or the Rebate Fund shall at the written direction (or the oral direction confirmed in writing) of an Authorized Company Representative be invested or reinvested by the Trustee as provided in Article VII of the Indenture and in the Tax Agreement, to the extent permitted by law, in Permitted Investments. Any such direction shall certify that any investment so directed to be made constitutes a Permitted Investment and that such investment is permitted to be made under the Indenture, the Tax Agreement and this Agreement. The Trustee may make any and all such investments through its own trust investment department.

Any moneys held as part of the Bond Purchase Fund or the Bond Fund-Credit Facility Account, any moneys held for the payment of a particular Bond and any moneys being held by the Trustee pursuant to clause (a)(ii) of the definition of Available Moneys in Article I of the Indenture shall be held uninvested or, pursuant to the written direction of an Authorized Company Representative, shall be invested by the Trustee overnight in Governmental Obligations or securities rated AAA or Aaa by each Rating Agency then rating the Bonds.

The investments purchased pursuant to this Section 3.6 and Article VII of the Indenture shall be held by the Trustee and shall be deemed at all times a part of the Construction Fund or the Bond Fund or the Rebate Fund, and any account or subaccount of any of the foregoing, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund, and any account or subaccount therein, and any net losses resulting from such investment shall be charged to such fund, and any account or subaccount therein.

The Company covenants that any funds (including investment proceeds) on deposit in the Construction Fund more than three years after the date of delivery of the Bonds will not be invested to produce a yield greater than the yield on the Bonds, all as such terms are used in and determined in accordance with the regulations promulgated or proposed under relevant provisions of the Code and shall be treated as provided in the Tax Agreement.

Section 3.7. Arbitrage Certifications. The Company reasonably expects, based on its knowledge, information and belief, and hereby certifies and represents to the Issuer, and the Issuer hereby certifies that it reasonably expects, based solely on the certifications and representations of the Company, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be classified as "arbitrage bonds" under Section 148 of the Code and regulations prescribed under that Section. The Company certifies and covenants with all purchasers and owners of the Bonds from time to time outstanding that, so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be "arbitrage

bonds” within the meaning of the Code, and any lawful regulations promulgated or proposed thereunder.

ARTICLE IV

LOAN OF BOND PROCEEDS; COMPANY PAYMENTS

Section 4.1. Loan of Bond Proceeds. The Issuer hereby agrees, upon the terms and conditions in this Agreement, to lend to the Company the proceeds (exclusive of accrued interest, if any) received by the Issuer from the sale of the Bonds.

Section 4.2. Loan Repayments; Other Amounts Payable. (a) On or before each date provided in or pursuant to the Indenture for the payment of principal of, premium, if any, and/or interest on the Bonds, including Pledged Bonds and Company Bonds, until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Company covenants and agrees to pay to the Trustee in federal or other immediately available funds at the Principal Office of the Trustee for deposit in the Bond Fund, as a loan repayment installment pursuant to Section 4.1 hereof, a sum equal to the amount payable on such date as principal (whether at maturity, or upon redemption or acceleration), premium, if any, and interest upon the Bonds, including Pledged Bonds and Company Bonds, as provided in the Indenture; provided, however, that the obligation of the Company to make any such payment shall be reduced by the amount of moneys on deposit in the Bond Fund on any such date and available to pay the principal of and premium, if any, and interest on the Bonds on such date (excluding moneys on deposit in the Bond Fund for the payment of past due principal of or premium, if any, or interest on Bonds in cases where Bonds have not been presented for payment or interest checks have not been cashed); provided further, that in any event the payments under this Section 4.2(a) shall at all times be sufficient to pay the principal of and premium, if any, and interest on the Bonds, and if on any date on which the payment of the principal of, or premium, if any, or interest on, Bonds is due, the Trustee shall not have sufficient moneys on deposit in the Bond Fund and available therefor to make each such payment in full, the Company shall immediately pay to the Trustee in immediately available funds an amount equal to such deficiency. The Company hereby directs the Issuer to authorize and direct the Trustee to withdraw moneys from the Bond Fund to make such payments on the Bonds as provided in Section 6.4(b) of the Indenture. Each payment made pursuant to this Section 4.2(a) shall be made during normal banking hours. In the event the Company should fail to make any of the payments required in this Section 4.2(a), the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company agrees to pay the same with interest thereon to the extent permitted by law at the rate of interest then borne by the Bonds from the due date thereof until paid. To secure its obligation to make the payments required under this Section 4.2(a), the Company agrees to cause the Initial Credit Facility to be issued and delivered to the Trustee on or prior to the date of the delivery of the Bonds to, and payment for the Bonds by, the Underwriter. The Company may at its option supply an Alternate Credit Facility in accordance with Section 5.13(b) hereof. The obligation of the Company to make payments under this Section 4.2(a) shall be fully or partially, as the case may be, satisfied and discharged to the

extent that, at the time any such payments shall be due or owing, payment of the principal of, premium, if any, and interest on the Bonds which would have been paid with such payments shall be paid (or provision for such payment shall be made as set forth in the Indenture) with amounts received by the Trustee from (i) moneys drawn under the Credit Facility or (ii) any other source under the Indenture so long as the amounts are available for such purpose.

(b) The Company agrees to pay the Trustee (1) the reasonable costs and expenses of the Trustee, including reasonable attorneys' fees and expenses, incurred by the Trustee in entering into and executing the Indenture and (2) (i) an amount equal to the reasonable annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and its reasonable ordinary expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee, as paying agent, as tender agent and as bond registrar, as and when the same become due and (iii) the reasonable fees, charges and expenses (including reasonable attorneys' fees and expenses) of the Trustee for any reasonable extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, as and when the same become due. The Company further agrees to indemnify the Trustee, including its officers, directors, employees and agents, for, and to hold the Trustee harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with the issuance or sale of the Bonds or the acceptance or administration of the trusts under the Indenture, this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers and duties under the Indenture. In the event the Company should fail to make any of the payments required in this Section 4.2(b), the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company agrees to pay the same with interest thereon to the extent permitted by law at the prime rate of the Trustee at the time of such failure from the due date thereof until paid. The Trustee's rights to immunities and protection from liability hereunder and its right to payment of its fees, expenses and indemnities shall survive its resignation or removal and the final payment or defeasance of the Bonds.

(c) The Company also agrees to pay when due, upon written request, or to promptly reimburse the Issuer for (i) the Issuer's issuance fee in an amount equal to .375% of the aggregate principal amount of the Bonds, (ii) all costs incurred by the Issuer in connection with the financing of the Project, except as may be paid out of the proceeds of the Bonds, including without limitation, any necessary expenses incurred or advances reasonably made by the Board of Directors or any officer of the Issuer while engaged in the performance of their duties as such directors or officers of the Issuer, (iii) the reasonable fees and expenses of counsel to the Issuer and (iv) all publication, filing and recording fees. In the event the Company should fail to make any of the payments required in this Section 4.2(c), the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and the Company agrees to pay the same with interest thereon to the extent permitted by law at the rate of interest then borne by the Bonds from the due date thereof until paid.

(d) The Company agrees to pay to the Trustee amounts sufficient and at such times as to enable the Trustee to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture on each purchase date of such Bonds as set forth in

said Section 4.1 or Section 4.2, as the case may be. All such payments shall be made to the Trustee in lawful money of the United States of America in federal or other immediately available funds at the Principal Office of the Trustee with instructions from the Company to the Trustee to deposit such payments into the Bond Purchase Fund in accordance with the provisions of Section 6.10(iii) of the Indenture. Each payment pursuant to this Section 4.2(d) shall at all times be sufficient to pay the purchase price of any Bonds to be purchased on such date pursuant to Section 4.1 or Section 4.2 of the Indenture; provided that any amount held by the Trustee in the Bond Purchase Fund on any such date and available to pay any such purchase price pursuant to Section 6.11(b)(i) or (ii) of the Indenture shall be credited against the amount due on such date pursuant to this Section 4.2(d) to the extent available to pay the purchase price of such Bonds on such date.

Section 4.3. No Defense or Set-Off; Unconditional Obligation. The obligations of the Company to make the payments required in Section 4.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Issuer, the Trustee or the Credit Provider, and the Company shall pay absolutely net during the term of this Agreement the payments to be made as prescribed in Section 4.2 and all other payments required hereunder free of any deductions and without abatement, diminution or set-off; and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Company: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof; (ii) will perform and observe all of its other agreements contained in this Agreement; and (iii) except as provided in Article VII hereof, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or of the State or any political subdivision of either of these, or any failure of the Issuer, the Trustee or the Credit Provider to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Indenture, except to the extent permitted by this Agreement.

Section 4.4. Assignment of Issuer's Rights; Pledge by Company. As security for the payment of the Bonds, the Issuer will assign to the Trustee the Issuer's rights under this Agreement, including the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.2(c), 5.2 and 6.3 hereof), and hereby directs the Company to make said payments directly to the Trustee. The Company herewith assents to such assignment and will make such payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Issuer, the Trustee or the Credit Provider.

To further secure the payment of the principal of, premium, if any, and interest on the Bonds, and the performance of all the other covenants of the Company contained in this Agreement, the Company does hereby grant to the Issuer a security interest in the Company's rights, title and interest, if any, in any and all moneys and securities from time to time on deposit in the Bond Fund, the Construction Fund and any other fund or account established under the Indenture, together with all income thereon, proceeds thereof and substitutions and additions thereto.

ARTICLE V

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1. The Company to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Company agrees that during the term of this Agreement it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it; provided that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it and thereafter dissolve, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety, provided, the surviving, resulting or transferee entity, as the case may be, if it is other than the Company, (i) is qualified to do business in the State (provided that, if the Project is to be owned and operated by a wholly-owned subsidiary of such surviving, resulting or transferee entity, this requirement shall be deemed to be satisfied if such subsidiary is qualified to do business in the State), and (ii) assumes in writing all of the obligations of the Company under this Agreement and the Tax Agreement.

Section 5.2. Release and Indemnification Covenants. The Company releases the Issuer (and its directors, officers, employees and agents) from and covenants and agrees that the Issuer shall not be liable for, and to indemnify and hold the Issuer (and its directors, officers, employees and agents) harmless against, any loss or damage to property or any injury to or death of any person occurring on or about or resulting from the Project or the operation thereof; including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The Company further releases the Issuer (and its directors, officers, employees and agents) from and covenants and agrees that the Issuer (and its directors, officers, employees and agents) shall not be liable for, and to indemnify and hold the Issuer harmless against, any liability resulting from or related to the issuance or sale of the Bonds; including, without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing.

Section 5.3. Validity and Tax-Exempt Status of the Bonds. The Company and the Issuer covenant and agree that they, and each of them, will not take or fail to take or authorize or permit any action to be taken or not taken and have not taken or authorized or permitted any action to be taken or not to be taken which results in interest paid on the Bonds being included in the gross income of any owner thereof for purposes of federal income taxation (other than an owner who is a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code and the applicable regulations thereunder) or adversely affects the validity of the Bonds. Without limiting the generality of the foregoing, the Company agrees to comply with the provisions of the Tax Agreement.

Section 5.4. Insurance. The Company agrees to maintain, or cause to be maintained, all necessary insurance with respect to the Project in accordance with its customary insurance

practices, which may include self-insurance. All costs of maintaining insurance with respect to the Project shall be paid by the Company or the Subsidiary, and the Issuer shall have no obligation or liability in this regard.

Section 5.5. Maintenance and Repair. The Company agrees that it will (i) maintain, or cause to be maintained, the Project in as reasonably safe condition as its operations shall permit and (ii) maintain, or cause to be maintained, the Project in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof. All costs of operating and maintaining the Project shall be paid by the Company or the Subsidiary, and the Issuer shall have no obligation or liability in this regard.

Section 5.6. Operation of Project. Although the Company intends to operate, or cause to be operated, the Project for its designed purposes until the date on which no Bonds are outstanding, the Company is not required by this Agreement to operate, or cause to be operated, any portion of the Project after the Company shall deem in its sole discretion that such continued operation is not advisable, and in such event it is not prohibited by this Agreement from selling, leasing or retiring all or any such portion of the Project. The Issuer will execute and deliver at the Company's expense such releases or other instruments as the Company may request in order to permit the Company to exercise any of its rights pursuant to this Section 5.6. The net proceeds from such sale, lease or other disposition, if any, shall belong to, and may be used for any lawful purpose by, the Company or the Subsidiary, subject to the provisions of Section 5.3 hereof. No such sale, lease or other disposition of all or any portion of the Project shall reduce or otherwise affect the Company's obligation to pay amounts under Article IV hereof.

Section 5.7. Insurance and Condemnation Awards. The net proceeds of any insurance or condemnation award as a result of the destruction or condemnation of the Project or any portion thereof shall belong to, and may be used for any lawful purpose by, the Company or the Subsidiary, subject to the provisions of Section 5.3 hereof. The Issuer will execute and deliver at the Company's expense any releases or other instruments which the Company may request in order to permit the entitlement of the Company to any such proceeds.

Section 5.8. Qualification in State. The Company agrees that throughout the term of this Agreement the Company or the Subsidiary will be qualified to do business in the State.

Section 5.9. Taxation Relating to Project. During the term of this Agreement, the Company or the Subsidiary will promptly remit when due any taxes, assessments or other charges levied or imposed in respect of the Project or the installments payable hereunder to the appropriate taxing body. The Company or the Subsidiary may, at its own expense and in its own name, in good faith contest any such taxes, assessments and other charges and, in the event of such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if permitted by applicable law. All taxes, assessments and other charges levied or imposed with respect to the Project shall be the obligation of the Company or the Subsidiary, and the Issuer shall have no obligation or liability in this regard.

Section 5.10. Recordation and Other Instruments. In order to perfect the security interest of the Trustee in the Trust Estate and to perfect the security interest in this Agreement, the Company will cause such security agreements or financing statements naming the Trustee as assignee and pledgee of the Trust Estate assigned and pledged under the Indenture, for the payment of the principal of, premium, if any, and interest on the Bonds, to be duly filed and recorded in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the perfection of the security interest evidenced by such security agreements or financing statements, the Company, at its own expense, shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Trustee in the Trust Estate and to perfect the security interest in this Agreement. The Issuer, at the expense of the Company, shall execute and cause to be executed any and all further instruments as shall be reasonably requested by the Trustee or the Company for such protection and perfection of the interests of the Trustee and the Bondholders, and the Company shall file and refile, or cause to be filed and refiled, such instruments which shall be necessary to preserve and perfect the Trustee's lien of the Indenture upon the Trust Estate until the principal of, premium, if any, and interest on the Bonds issued thereunder shall have been paid or provision for their payment shall be made as therein provided.

Section 5.11. Compliance with Orders, Ordinances, Etc. The Company agrees that it or the Subsidiary will use its best efforts promptly to comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governmental authorities, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or any part thereof, or to any use, manner of use or condition of the Project or any part thereof; provided, however, that the Company or the Subsidiary may, at its own expense, contest or seek releases or other relief from such requirements.

Section 5.12. Company Option to Elect Fixed Rate. The Company shall have, and is hereby granted, the option to elect to adjust the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 5.13. Credit Facility. (a) On or prior to the issuance, sale and delivery of the Bonds to the Underwriter pursuant to Section 2.6 of the Indenture, the Company hereby covenants and agrees to obtain and deliver to the Trustee the Initial Credit Facility in the form of an irrevocable, transferable, direct pay letter of credit to be issued by the Initial Credit Provider in favor of the Trustee for the benefit of the owners from time to time of the Bonds in substantially the form of Exhibit A to the Initial Credit Agreement. The Initial Credit Facility shall be dated the Issue Date; shall expire on [December 21, 2018], unless otherwise terminated or extended in accordance with the terms and provisions thereof; shall be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) to enable the Trustee

to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase and not remarketed, equal to the aggregate principal amount of such Bonds plus (ii) an amount equal to the interest to accrue on the Bonds for one hundred six (106) days at the rate of eight percent (8%) per annum, calculated on the basis of a year of 365 days (A) to enable the Trustee to pay interest accrued on the Bonds on the dates and in the manner set forth in the Indenture, and (B) to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase and not remarketed, equal to the accrued interest on such Bonds.

(b) The Company may at any time prior to the Fixed Rate Adjustment Date cause an Alternate Credit Facility with respect to the Bonds to be delivered to the Trustee. Each Alternate Credit Facility shall be substantially the same as to form and substance (except for the term) as the Initial Credit Facility. The Alternate Credit Facility shall have a term ending on or subsequent to the Stated Expiration Date of the Credit Facility to be replaced, if a Credit Facility is then in effect; provided, however, in no event shall the term of the Alternate Credit Facility be less than one (1) year. Concurrently with the delivery of the Alternate Credit Facility, the Company shall deliver to the Trustee (i) an opinion of Bond Counsel that such Alternate Credit Facility is authorized under this Agreement and complies with the terms hereof and that the provision thereof will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes, (ii) an opinion of Counsel to the Credit Provider issuing the Alternate Credit Facility stating that such Alternate Credit Facility is a legal, valid, binding and enforceable obligation of such Credit Provider (subject to certain customary exceptions with respect to creditors' rights and equitable considerations), (iii) an opinion of counsel to the Credit Provider issuing the Alternate Credit Facility stating that such Alternate Credit Facility is not required to be registered under the Securities Act of 1933, as amended (which opinion, in the case of an Alternate Credit Facility issued by a domestic branch or agency of a foreign bank, may be a reasoned opinion taking into account, among other things, positions and pronouncements of the Securities and Exchange Commission) and (iv) if required by any Rating Agency then rating the Bonds, or if the Bonds are not rated at such time, an opinion of Counsel (which may assume that no owner is an Insider) addressed to Moody's, if the Bonds are then rated by Moody's, and S&P, if the Bonds are then rated by S&P, and to any other Rating Agency then rating the Bonds, or to the Trustee if the Bonds are not rated at such time, to the effect that during the term of any such Alternate Credit Facility payments of principal of, premium, if any, and interest on the Bonds, and the purchase price of Bonds tendered for purchase or deemed tendered for purchase under Sections 4.1 and 4.2 of the Indenture, from moneys received under such Alternate Credit Facility will not constitute preferential payments under Section 547 of the Bankruptcy Code recoverable under Section 550 of the Bankruptcy Code should the Issuer or the Company become a debtor in proceedings commenced thereunder. The Trustee shall then accept such Alternate Credit Facility and surrender any previously held Credit Facility to the Credit Provider thereof for cancellation promptly upon such Alternate Credit Facility becoming effective; provided that the previous Credit Provider has honored all demands for payment on any Credit Facility being replaced.

(c) The Trustee shall not sell, assign or otherwise transfer the Credit Facility, except to a successor Trustee under the Indenture and in accordance with the terms of the Credit Facility and the Indenture.

(d) So long as a Credit Facility is in effect, the Company agrees not to purchase, and not to permit any Insider or Affiliate of the Company to purchase, Bonds with any moneys that are not Available Moneys.

(e) The provisions of this Section 5.13 relating to the provision from time to time of a Credit Facility are intended to apply only during the Weekly Rate Period (permitting or requiring, however, as the case may be, draws on the Fixed Rate Adjustment Date); provided, however, that nothing herein shall be construed to prohibit the Company from providing at the Company's option credit enhancement during the Fixed Rate Period.

Section 5.14. Limitations on Actions and Responsibilities. The Issuer shall not be required to monitor the financial condition of the Company, the investment or expenditure of Bond proceeds, or the physical condition or use of the Project and, unless otherwise expressly provided, shall not have any responsibility with respect to notices, certificates or other documents filed with it. The Issuer shall not be required to take notice of any breach or default except when given notice thereof by the Trustee or the Bondowners, as the case may be. The Issuer shall not be responsible for the payment of any rebate to the United States under Section 148(f) of the Code. The Issuer shall not be required to take any action unless indemnity reasonably satisfactory to it is furnished for expenses or liability to be incurred therein (other than the giving of notice). The Issuer, upon written request of the Bondowners or the Trustee, and upon receipt of reasonable indemnity for expenses or liability, shall cooperate to the extent reasonably necessary to enable the Trustee to exercise any power granted to the Trustee by this Agreement or the Indenture. The Issuer shall be entitled to reimbursement pursuant to Section 4.2(c) hereof to the extent that it acts without previously obtaining full indemnity.

The Issuer shall be entitled to the advice of counsel (who may be counsel for any party or for any Bondowner) and shall be wholly protected as to any action taken or omitted to be taken in good faith in reliance on such advice. The Issuer may rely conclusively on any notice, certificate or other document furnished to it under this Agreement or the Indenture and reasonably believed by it to be genuine. The Issuer shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or in good faith omitted to be taken by it and reasonably believed to be beyond such discretion or power, or taken by it pursuant to any direction or instruction by which it is governed under this Agreement and the Indenture or omitted to be taken by it by reason of the lack of direction or instruction required for such action under this Agreement and the Indenture, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment, consent or other action by the Issuer is called for by this Agreement and the Indenture, the Issuer may defer such action pending such investigation or inquiry or receipt of such evidence, if any, as it may require in support thereof. A permissive right or power to act shall not be construed as a requirement to act, and no delay in the exercise of a right or power shall affect the subsequent exercise thereof. The Issuer shall in no event be liable for the application or misapplication of funds, or for any other acts or defaults by any person or entity except by its own directors, officers and employees. No recourse shall be had by the Company, the Trustee or any Bondowner for any claim based on this Agreement, the Indenture or the Bonds against any director, officer, employee or agent of the Issuer unless such claim is based upon the bad faith, fraud or deceit of such person. No covenant, obligation or agreement of the Issuer contained in this Agreement or the Indenture

shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, employee or agent of the Issuer in his individual capacity, and no person executing a Bond shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1. Events of Default. The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Company to pay any amount required to be paid under Section 4.2(a) hereof with respect to principal of or premium on any Bond on the dates and at the time specified therein; or

(b) failure by the Company to pay any amount required to be paid under Section 4.2(a) hereof with respect to interest on any Bond on the dates and at the time specified therein; or

(c) failure by the Company to pay any amount required to be paid under Section 4.2(d) hereof with respect to the purchase price of any Bond on the dates and at the times specified therein; or

(d) failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in (a), (b) or (c) above, for a period of 30 days after receipt by the Company of written notice, specifying such failure and requesting that it be remedied, given to the Company by the Issuer (with a copy to the Trustee) or the Trustee, unless the Issuer and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be corrected but not within such 30-day period, no Event of Default shall have occurred if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected; provided further, if any such failure obligates the Company to prepay installments pursuant to Section 7.1(b) hereof, and such prepayment is in fact made by the Company and Bonds are redeemed with such prepayment moneys as provided in the Indenture, then such failure by the Company shall not constitute an Event of Default under this Agreement; or

(e) the dissolution or liquidation of the Company or the filing by the Company of a voluntary petition in bankruptcy, or failure by the Company promptly to cause to be lifted any execution, garnishment or attachment of such consequence as will impair the Company's ability to carry on its obligations hereunder, or the commission by the Company of any act of bankruptcy, or adjudication of the Company as a bankrupt, or if a petition or answer proposing the adjudication of the Company as a bankrupt or its

reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof, or if the Company shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of the Company shall be appointed in any proceeding brought against the Company and shall not be discharged within 90 days after such appointment or if the Company shall consent to or acquiesce in such appointment, or assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or a bankruptcy, insolvency or similar proceeding shall be otherwise initiated by or against the Company under any applicable bankruptcy, reorganization or analogous law as now or hereafter in effect and if initiated against the Company shall remain undismissed (subject to no further appeal) for a period of 90 days; provided, the term "dissolution or liquidation of the Company," as used in this subsection, shall not be construed to include the cessation of the existence of the Company resulting either from a merger or consolidation of the Company into or with another entity or a dissolution or liquidation of the Company following a transfer of all or substantially all of its assets as an entirety or under the conditions permitting such actions contained in Section 5.1 hereof; or

- (f) the occurrence of an "event of default" under the Indenture.

Section 6.2. Remedies of Default. Whenever any Event of Default shall have happened and is subsisting, the Company shall notify the Trustee in writing as soon as possible of such Event of Default upon the Company's becoming aware thereof and the Trustee may take any one or more of the following remedial steps, subject to Article IX of the Indenture:

- (a) By notice in writing to the Company, declare the unpaid loan repayment installments payable under Section 4.2(a) of this Agreement to be due and payable immediately, if concurrently with or prior to such notice the unpaid principal amount of the Bonds has become or has been declared to be due and payable under the Indenture, and upon any such declaration under this Section 6.2(a) the amounts payable under Section 4.2(a) hereof shall become and shall be immediately due and payable in the amount set forth in Section 9.2 of the Indenture; provided, however, that an Event of Default shall be deemed waived and a declaration accelerating payment of unpaid loan repayment installments payable under Section 4.2(a) of this Agreement shall be deemed rescinded without further action on the part of the Trustee or the Issuer upon any rescission by the Trustee of the corresponding declaration of acceleration of the Bonds under Section 9.11 of the Indenture. The Trustee shall as soon as possible after any such declaration provide the Company with written notice thereof.

- (b) Whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

The Trustee may not exercise any remedy described in (a) or (b) above without the Credit Provider's prior written consent.

In case the Trustee shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case the Issuer, the Company and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Issuer, the Company and the Trustee shall continue as though no such proceeding had been taken.

So long as the Credit Provider has not wrongfully failed to honor a demand for payment under the Credit Facility, which wrongful dishonor is continuing, the Credit Provider shall be entitled, but not obligated, to request that the Trustee exercise or to direct the Trustee in the exercise of all rights and remedies upon the occurrence of an event of default under the Indenture.

Section 6.3. Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred by the Issuer or the Trustee.

Section 6.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, except that the remedy of acceleration shall be exercised only in the manner set forth in Section 6.2(a) hereof. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Such rights and remedies as are given the Trustee hereunder are also for the benefit of the Issuer and the owners of the Bonds, and the Issuer and the owners of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Company and thereafter waived by the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6. Remedies of the Issuer. Notwithstanding any contrary provision in this Agreement or the Indenture, the Issuer shall have the right to take any action or make any decision with respect to proceedings for indemnity against the liability of the Issuer and for

collection or reimbursement from sources other than moneys or property held under this Agreement and the Indenture. The Issuer may enforce its rights under this Agreement and the Indenture which have not been assigned to the Trustee by legal proceedings for the specific performance of any obligation contained herein or therein or for the enforcement of any other appropriate legal or equitable remedy, and may recover damages caused by any breach by the Company of its obligations to the Issuer under this Agreement, including court costs, reasonable attorney's fees and other costs and expenses incurred in enforcing such obligations.

ARTICLE VII

OPTIONAL AND MANDATORY PREPAYMENT

Section 7.1. Obligation to Prepay Installments. The Company shall have the obligation to prepay installments payable hereunder in whole (or in the case of the events stated in (b) or (c) of this Section 7.1 in whole or in part), if any of the following shall have occurred:

(a) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement; or

(b) A final determination by the Internal Revenue Service or a court of competent jurisdiction as a result of a proceeding in which the Company participates to the degree it deems sufficient, which determination the Company, in its discretion, does not contest by an appropriate proceeding, that, as a result of failure by the Company to observe any covenant, agreement or representation by the Company in this Agreement, the interest payable on the Bonds or any of them is includable for federal income tax purposes in the gross income of any owner of a Bond (other than an owner who is a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code and the applicable regulations thereunder); or

(c) Proceeds of the Bonds, including income from the investment thereof, shall remain after completion of the Project and the payment of the Cost of the Project.

In case of any of the events stated in this Section 7.1, the Company agrees it will fulfill its obligation and prepay within 180 days (or 90 days in the case of (c) of this Section) after the Company has notice or actual knowledge of such event (which in the case of (c) of this Section shall be deemed to occur on the date of the filing of the completion certificate in accordance with Section 3.4 hereof).

Section 7.2. Option to Prepay Installments. The Company shall have the option to prepay the installments payable hereunder in whole, but not in part, if any of the following shall have occurred:

(a) The Project or the Plant shall have been damaged or destroyed (in whole or in part) by fire or other casualty to such extent that in the opinion of the Company, in its sole discretion, it is not practicable or desirable to rebuild, repair or restore the Project or the Plant; or

(b) Title to, or the temporary use of, all or substantially all the Project or the Plant shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority; or

(c) Changes in the economic availability of raw materials, operating supplies or facilities necessary for the operation of the Project or the Plant shall have occurred or such technological or environmental or other changes shall have occurred which in the Company's judgment render the continued operation of the Project or the Plant uneconomic.

If the Company elects to exercise an option granted in this Section 7.2, it must exercise such option and prepay within 180 days after it has notice or actual knowledge of the event permitting the exercise of such option.

Section 7.3. Amount of Prepayment in Certain Events. To fulfill the obligation set forth in Section 7.1 hereof or to exercise the option granted in Section 7.2 hereof the Company shall, within 90 days (or within 45 days in the case of Section 7.1(c) hereof) after it receives notice or has actual knowledge of the event authorizing or requiring the exercise of such option or obligation, give written notice to the Issuer and to the Trustee as provided in Section 7.5 hereof. Such notice shall specify the date for the prepayment of the installments which shall be on or before the redemption date for the Bonds (the date for redemption of the Bonds being hereinafter called the "Redemption Date").

The amount payable by the Company upon the occurrence of an event set forth in Section 7.1(a) hereof or in the event of the Company's exercise of the option granted in Section 7.2 hereof to prepay installments in whole shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem (or when invested in Governmental Obligations in which such money is required to be invested will without reinvestment mature as to principal and interest, if any, at times and in amounts sufficient to redeem) the outstanding Bonds on the Redemption Date, which amount shall consist of the principal amount thereof, all interest accrued and to accrue to the Redemption Date and expenses incurred or to be incurred in connection with the prepayment of installments and the redemption of the Bonds,

(2) an amount of money equal to the Trustee's fees and expenses under the Indenture accrued and to accrue until the Redemption Date, and

(3) an amount of money sufficient to discharge all other liabilities of the Company accrued under this Agreement.

Upon the occurrence of the event stated in Section 7.1(b) hereof: (a) if all of the Bonds then outstanding are to be redeemed, as provided in Section 3.1(c) of the Indenture, the amount payable by the Company hereunder will be the sum of the amounts specified in the next preceding paragraph; and (b) if less than all of the Bonds then outstanding are to be redeemed, as provided in Section 3.1(c) of the Indenture, the amount payable by the Company hereunder will be an amount which will be sufficient to redeem (or when invested in Governmental Obligations in which such money is required to be invested will without reinvestment mature as to principal and interest, if any, at times and in amounts sufficient to redeem) the Bonds or portions thereof (in Authorized Denominations) to be redeemed on the Redemption Date, which amount shall consist of the principal amount thereof, all interest accrued and to accrue thereon to said Redemption Date, and expenses incurred or to be incurred in connection with such prepayment of installments and such redemption of Bonds.

Upon the occurrence of the event stated in Section 7.1(c) hereof, the amount payable by the Company hereunder will be an amount which, together with the amount then remaining on deposit in the Construction Fund and available for such purpose, will be sufficient to redeem (or when invested in Governmental Obligations in which such money is required to be invested will without reinvestment mature as to principal and interest, if any, at times and in amounts sufficient to redeem) the Bonds or portions thereof (in Authorized Denominations) to be redeemed on the Redemption Date, which amount shall consist of the principal amount thereof, all interest accrued and to accrue thereon to said Redemption Date, and expenses incurred or to be incurred in connection with such prepayment of installments and such redemption of Bonds.

Section 7.4. Option to Prepay Installments for Optional Redemption of Bonds. The Company shall have, and is hereby granted, the option to prepay from time to time installments under this Agreement in the manner, from the sources and on the dates specified in Section 3.1(a) of the Indenture and at prices sufficient to redeem (or when invested in Governmental Obligations in which such money is required to be invested will without reinvestment mature as to principal and interest, if any, at times and in amounts sufficient to redeem) all or part of the Bonds in Authorized Denominations in accordance with the provisions of the Indenture.

Section 7.5. Notice of Prepayment. To exercise an option granted in or an obligation required by this Article VII, the Company shall give written notice to the Issuer and the Trustee not less than 45 days prior to the Redemption Date (or such later date as is acceptable to the Issuer and the Trustee) which shall specify therein the amount of such prepayment, the provisions of this Agreement permitting or requiring such prepayment and the date upon which such prepayment will be made, which date shall be not later than the Redemption Date, together with such other information, if any, as shall be reasonably necessary in order to enable the Trustee to call Bonds for redemption under the applicable provisions of the Indenture. In the Indenture the Issuer will authorize the Trustee forthwith to take all steps necessary under the applicable provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be the case, under applicable provisions of the Indenture.

Section 7.6. Redemption of Bonds with Prepayment Moneys. By virtue of the assignment of the rights of the Issuer under this Agreement to the Trustee as provided in Section 4.4 hereof, the Company agrees to and shall pay any amount required or permitted to be paid by it under this Article VII directly to the Trustee. The Trustee shall use the moneys so paid to it by the Company to redeem (directly or through the application of maturing principal and interest, if any, of Governmental Obligations in which such moneys are required to be invested) the Bonds on the date set for such redemption pursuant to Sections 7.3 and 7.5 hereof.

Section 7.7. Company Option to Purchase in Lieu of Redemption. The Company shall have, and is hereby granted, the option to elect to purchase Bonds in lieu of redemption pursuant to the provisions of Section 3.1(f) of the Indenture, subject to the terms and conditions set forth therein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. Unless otherwise specifically provided, all notices, certificates or other communications shall be sufficiently given if in writing and shall be deemed given: (i) three days after the same are deposited in the United States mail and sent by registered or certified mail, return receipt requested, or (ii) when the same are delivered by hand, or (iii) when the same are sent by confirmed facsimile transmission, or (iv) on the next Business Day when the same are sent by overnight delivery service (with the signature of the receiving party required), in each case to the parties at the addresses set forth below: if to the Issuer, at 2 Pillsbury Street, Suite 201, Concord, New Hampshire 03301, or Telecopy No. (603) 415-0194, Attention: Executive Director; if to the Trustee, 1900 5th Avenue North, 26th Floor, Birmingham, Alabama 35203, or Telecopy No. (205) 264-5264, Attention: Corporate Trust Department; if to the Remarketing Agent, 3500 Eastern Boulevard, Suite 210, Montgomery, Alabama 36116, or Telecopy No. (334) 272-0897, Attention: Joseph A. Whitehead; if to the Company, at 90 Boroline Road, Allendale, New Jersey 07401, or Telecopy No. (201) 696-3490, Attention: Richard Olson; and if to the Credit Provider at 420 Fifth Avenue, 24th Floor, New York, New York 10018, or Telecopy No. (212) 703-5256, Attention: Portfolio Manager, Corporate Finance. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company shall also be given to the Trustee, the Remarketing Agent and the Credit Provider. The Issuer, the Company, the Remarketing Agent, the Trustee and the Credit Provider may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Trustee shall have the right to accept and act upon instructions or directions pursuant to this Agreement or the Indenture sent by the Company by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Company shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile

instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Company; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 8.2. Assignments. This Agreement may not be assigned by either party without consent of the other and the Trustee, except that the Issuer shall assign to the Trustee certain of its rights under this Agreement as provided by Section 4.4 hereof and the Company may assign to any transferee or any surviving or resulting entity its rights under this Agreement as provided by Section 5.1 hereof.

Section 8.3. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 8.4. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.5. Amounts Remaining in Any Fund with the Trustee. It is agreed by the parties hereto that after payment in full of (i) the principal of, premium, if any, and interest on the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), (ii) the purchase price of all Bonds (other than Pledged Bonds or Company Bonds) tendered or deemed to be tendered to the Trustee pursuant to Sections 4.1 and 4.2 of the Indenture (or the cancellation of all Bonds pursuant to Section 6.11 of the Indenture), (iii) the fees, charges and expenses of the Issuer, the Trustee and the Remarketing Agent in accordance with this Agreement and the Indenture and (iv) all other amounts required to be paid under this Agreement, the Tax Agreement and the Indenture, any amounts remaining in any fund or accounts maintained under this Agreement or the Indenture and not applied to the payments of the above in accordance with the provisions of this Agreement and the Indenture shall belong to and be paid by the Trustee to the Credit Provider so long as a Credit Facility is then in effect, but only to the extent of any obligations owed by the Company to the Credit Provider thereunder, and otherwise to the Company as an overpayment of loan repayment installments.

Section 8.6. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement or the Indenture, subsequent to the issuance of Bonds and prior to their

payment in full (or provision for payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee and the Credit Provider, and only in accordance with the provisions of Article XII of the Indenture.

Section 8.7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8.8. Authorized Representatives. Whenever under the provisions of this Agreement the approval of the Company is required or the Issuer, the Remarketing Agent or the Trustee is required to take some action at the request of the Company, such approval or such request shall be given for the Company by an Authorized Company Representative, and the Issuer, the Remarketing Agent and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Remarketing Agent or the Trustee as a result of any such action taken. Whenever under the provisions of this Agreement the approval of the Issuer is required or the Company, the Remarketing Agent or the Trustee is required to take some action at the request of the Issuer, such approval or such request shall be given for the Issuer by an Authorized Issuer Representative, and the Company, the Remarketing Agent and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Remarketing Agent or the Trustee as a result of any such action taken.

Section 8.9. Term of the Agreement. The term of this Agreement shall commence as of the date hereof and, unless sooner terminated as provided in this Agreement, shall expire on the date that all of the Bonds and all fees, indemnities, expenses and charges of the Issuer and the Trustee have been fully paid or provision made for such payment.

Section 8.10. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns; subject, however, to the limitations contained in Sections 4.4, 5.1 and 8.2 hereof.

Section 8.11. References to Credit Provider. If the Credit Facility is not in effect at any time, all references to the Credit Provider herein shall be deemed ineffective. The provisions of this Agreement requiring the consent of the Credit Provider or requiring action to be taken at the direction of the Credit Provider shall be deemed ineffective if the Credit Provider is at any such time in default in its obligations under the Credit Facility.

Section 8.12. References to Remarketing Agent. All references to the Remarketing Agent herein shall be deemed ineffective after the Fixed Rate Adjustment Date.

Section 8.13. Company May Act Through the Subsidiary. The Company may exercise its rights and carry out its duties and obligations hereunder or under the Indenture directly or through the Subsidiary.

Section 8.14. Matters to be Considered by the Issuer. In approving, concurring in or consenting to action or in exercising any discretion or in making any determination under this

Agreement and the Indenture, the Issuer may consider the interests of the public, which shall include the anticipated effect of any transaction on tax revenues and employment, as well as the interests of the other parties and the Bondowners; provided, however, nothing shall be construed as conferring on any person other than the other parties and the Bondowners any right to notice, hearing or participation in the Issuer's consideration, and nothing in this section shall be construed as conferring on any of them any right additional to those conferred elsewhere. Subject to the foregoing, the Issuer will not unreasonably withhold any approval or consent to be given by it hereunder.

Section 8.15. Limited Obligation. Under no circumstances shall the Issuer be obligated directly or indirectly to pay any Cost of the Project, principal of or premium, if any, or interest on the Bonds, or expenses of operation, maintenance and upkeep of the Project, except from Bond proceeds or from funds received under this Agreement and the Indenture, exclusive of funds received by the Issuer for its own use. This Agreement and the Indenture and the Bonds shall not create any debt of the State with respect to the Project, other than a special obligation of the Issuer acting on behalf of the State pursuant to the Act. Nothing contained therein shall in any way obligate the State to raise any money by taxation or use other public funds for any purpose in relation to the Project. Neither the State nor the Issuer shall pay or promise to pay any debt or meet any financial obligation to any person at any time in relation to the Project except (i) from moneys received or to be received under the provisions of this Agreement and the Indenture or derived from the exercise of the Issuer's rights thereunder, other than moneys receive for its own purposes, or (ii) as may be required by law other than the provisions of the Act.

Section 8.16. Issuer Not to Operate Project. Nothing contained in this Agreement or the Indenture shall be construed to require or authorize the Issuer to operate the Project itself or to conduct any business enterprise in connection therewith.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Business Finance Authority of the State of New Hampshire and Lonza America Inc. have caused this Agreement to be executed in their respective names and attested by their duly authorized officers and have caused their corporate seals to be affixed hereto, all as of the date first above written.

Business Finance Authority of the State of New
Hampshire

By _____
Chairman, Board of Directors

(SEAL)

Attest:

By _____
Executive Director

Lonza America Inc.

By _____

(SEAL)

Attest:

By _____



EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of solid waste disposal facilities at the Plant, all as more fully described in the Project Certificate.

\$[50,000,000]
Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project)
Series 2017

BOND PURCHASE AGREEMENT

Dated December [20], 2017

Business Finance Authority
of the State New Hampshire
2 Pillsbury Street, Suite 201
Concord, New Hampshire 03301

Lonza America Inc.
90 Boroline Road
Allendale, New Jersey 07401

Ladies and Gentlemen:

Thornton Farish Inc. (the “**Underwriter**”) offers to enter into the following agreement with Lonza America Inc., a Delaware corporation (the “**Company**”), and the Business Finance Authority of the State of New Hampshire (the “**Issuer**”), a body corporate and politic as an agency of the State of New Hampshire, which, upon the acceptance by the Company and the Issuer of this offer, will be binding upon the Company and the Issuer and, subject to the terms and conditions set forth herein, upon the Underwriter. Terms not otherwise defined herein shall have the same meanings assigned to such terms in the Indenture hereinafter referred to.

This offer is made subject to acceptance by the Company and the Issuer on or before 5:00 p.m., Eastern time, on the date hereof.

Section 1. Purchase and Sale of the Bonds. (a) Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, \$[50,000,000] aggregate principal amount of the Issuer’s Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 (the “**Bonds**”), bearing interest as described in the Limited Offering Memorandum (as defined below), at the purchase price of \$_____ plus accrued interest (if any) thereon to the date of Closing (as defined in Section 6 hereof). The obligations of the Issuer to sell, and of the Underwriter to purchase hereunder, are with respect to all (but not less than all) of the Bonds.

(b) The Bonds shall be substantially as described in the Limited Offering Memorandum dated December __, 2017 (including the cover page thereof and the Appendices thereto, as it may be amended or supplemented from time to time, the “**Limited Offering Memorandum**”), and in

the Indenture of Trust dated December [21], 2017 (the “**Indenture**”) between Regions Bank acting as Trustee (the “**Trustee**”) and the Issuer, authorizing the issuance of the Bonds, which shall be issued and secured under and pursuant to the Indenture. The proceeds of the sale of the Bonds will be used to provide funds to loan to the Company pursuant to the Loan Agreement dated December [21], 2017 (the “**Loan Agreement**”), between the Issuer and the Company, to finance the costs of the acquisition, construction, installation and equipping of certain solid waste disposal facilities (the “**Project**”) for use by the Company, acting by and through its wholly-owned subsidiary Lonza Biologics Inc. (the “**Subsidiary**”), as part of the Subsidiary’s manufacturing complex in Portsmouth, New Hampshire. The Company will also cause Landesbank Hessen-Thüringen Girozentrale, acting through its New York Branch (the “**Credit Provider**”), to deliver its irrevocable direct-pay letter of credit (the “**Credit Facility**”) to the Trustee, supporting payment of the principal and purchase prices of and interest on the Bonds during the term of the Credit Facility, pursuant to the Letter of Credit Reimbursement Agreement, dated the date of Closing (the “**Credit Agreement**”) between the Company and the Credit Provider.

Section 2. Establishment of Issue Price. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Schedule 1, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (as defined in Section 8(c)(2) hereof), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Issuer will treat the first price at which 10% of the Bonds (the “**10% test**”) is sold to the public as the issue price of the Bonds. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price at which the Underwriter has sold the Bonds to the public. If at that time the 10% test has not been satisfied as to the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which the Bonds have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds or until all Bonds have been sold to the public.

Section 3. Approval of Limited Offering Memorandum and Other Documents; Compliance with MSRB Rules. (a) Not later than one business day before the Closing, in order to permit the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”) and the applicable rules of the Municipal Securities Rulemaking Board (the “**MSRB**”), the Company shall deliver to the Underwriter such reasonable number of copies of the Limited Offering Memorandum as the Underwriter shall request and shall provide the Underwriter with an electronic copy of the Limited Offering Memorandum in a word-searchable PDF format as described in MSRB Rule G-32. The Issuer and the Company authorize and approve the Limited Offering Memorandum and consent to the use by the Underwriter of the Limited Offering Memorandum. The Company and the Issuer have authorized or approved or will authorize or approve the Indenture, the Bonds, the Loan Agreement and the Tax Exemption Certificate and Agreement dated the date of the Closing (the “**Tax Agreement**”) among the

Issuer, the Trustee and the Company, each with such changes made prior to Closing as may be approved by the Issuer, the Company and the Underwriter. The Issuer and the Company ratify and consent to the use by the Underwriter of the Limited Offering Memorandum (including the cover page thereof and the Appendices thereto) in connection with the offering of the Bonds, which the Issuer and the Company hereby deem final within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (“**Rule 15c2-12**”).

(b) In order to assist the Underwriter, in its capacity as the remarketing agent for the Bonds (the “**Remarketing Agent**”), to comply with its obligations under MSRB Rule G-34(c), the Company agrees to provide to the Remarketing Agent on the date of the Closing, electronic copies of the following documents in a word-searchable PDF format: the Credit Agreement, the Credit Facility, the Indenture and the Loan Agreement.

Section 4. Representations, Warranties and Covenants of the Company. The Company represents and warrants to and covenants with the Underwriter that:

(a) The Company is a corporation duly organized and in good standing under the laws of the State of Delaware, and is duly qualified to conduct its business as presently conducted and as contemplated in the Limited Offering Memorandum, except where the failure to be so qualified would not have a material adverse effect, financial or otherwise, on the Subsidiary. The Subsidiary is a corporation duly organized and in good standing under the laws of the State of Delaware and is duly qualified to do business as a foreign corporation and is in good standing under the laws of the State of New Hampshire, and is duly qualified to conduct its business as presently conducted and as contemplated in the Limited Offering Memorandum, except where the failure to be so qualified would not have a material adverse effect, financial or otherwise, on the Subsidiary.

(b) The information with respect to the Company and the Subsidiary, the use of Bond proceeds and the descriptions of the Bonds, the Indenture and the Loan Agreement contained or incorporated by reference in the Limited Offering Memorandum as of the date hereof and as of the date of the Closing does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) At or prior to the Closing, the Company will have entered into the Loan Agreement, the Tax Agreement, the Credit Agreement and the Remarketing Agreement dated December [21], 2017 with the Remarketing Agent (the “**Remarketing Agreement**”) (such documents collectively referred to as the “**Company Documents**”). The Company Documents will thereupon constitute valid and binding agreements of the Company and, assuming the due authorization, execution and delivery by the other parties thereto, will be enforceable against the Company in accordance with their respective terms (subject in each instance to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally

and to the availability of equitable remedies), except as any rights to indemnity contained therein may be limited by applicable law, including state and federal securities laws.

(d) This Bond Purchase Agreement has been authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery by the other parties hereto, is a valid and binding agreement of the Company enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and to the availability of equitable remedies), except as rights to indemnity hereunder may be limited by applicable law, including federal and state securities laws.

(e) Except as may be set forth in the Limited Offering Memorandum, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company or the Subsidiary (and, to the knowledge of the Company, no basis therefor) or the Project or involving the business or property of the Company or the Subsidiary that would reasonably be expected to (i) adversely affect (A) the transactions contemplated herein or in the Company Documents or the Limited Offering Memorandum, or (B) the validity or enforceability of the Company Documents, this Bond Purchase Agreement or any other material agreement or instrument to which the Company or the Subsidiary is a party and which is used or contemplated for use in the consummation of the transactions contemplated herein or in the Company Documents or the Limited Offering Memorandum, or (ii) have a materially adverse effect upon the financial condition or operations of the Company and its consolidated subsidiaries taken as a whole.

(f) The Company is not in default in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any indenture, lease, loan or other agreement to which the Company is a party or its property is subject which would have a materially adverse effect on its obligations hereunder or the transactions contemplated hereby or upon the financial condition or operations of the Company and its consolidated subsidiaries taken as a whole.

(g) The execution and delivery by the Company of this Bond Purchase Agreement and the Company Documents, and compliance with the provisions thereof and hereof, do not and will not conflict with or constitute on the part of the Company a breach or violation of, or (with or without the giving of notice or lapse of time or both) a default under, its certificate of incorporation or by-laws, or any agreement, indenture, mortgage or lease by which the Company is or may be bound, or any existing law, administrative regulation, decree or order applicable to the Company or to which its property is subject.

(h) No approval of any governmental or regulatory body is required in connection with the execution and delivery of, and performance by the Company of its obligations under, this Bond Purchase Agreement and the Company Documents.

(i) The Company will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offering and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may request; provided, that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it would not otherwise be required to qualify or to take any action which would subject it to general service of process in any jurisdiction where it would not otherwise be so subject.

(j) The Company will notify the Underwriter of any event occurring before Closing or within 25 days after the end of the underwriting period for the Bonds (within the meaning of Rule 15c2-12) which would require a change in the Limited Offering Memorandum in order to make the statements therein, in light of the circumstances under which made, not misleading and will furnish at the Company's expense to the Underwriter such reasonable number of copies as the Underwriter shall request of amendments or supplements to the Limited Offering Memorandum in order that the statements in the Limited Offering Memorandum, as so amended or supplemented, will not, in the light of the circumstances under which made, when the Limited Offering Memorandum as so amended or supplemented is delivered to a purchaser, be misleading.

(k) For the period from the date hereof until 25 days after the end of the underwriting period for the Bonds (within the meaning of Rule 15c2-12), the Company will provide the Underwriter with a copy of all documents filed by the Company pursuant to Section 13, 14 or 15(d) of the Exchange Act during such period.

(l) The Company has not previously been required to deliver an undertaking to provide continuing disclosure pursuant to Rule 15c2-12.

(m) The Company agrees that the Underwriter will purchase the Bonds at a price equal to ____% of the principal amount thereof.

The Company may presume for purposes of this Section that the underwriting period for the Bonds will end on the date of issuance and delivery thereof unless the Company is otherwise notified in writing at the Closing by the Underwriter.

Any certificate signed by any official of the Company and delivered to the Underwriter shall be deemed a representation and warranty by the Company to the Underwriter as to statements made therein.

Section 5. Representations, Warranties and Covenants of the Issuer. The Issuer represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a body corporate and politic as an agency of the State of New Hampshire.

(b) The Issuer has full power and authority to issue and sell the Bonds as provided in the Loan Agreement, the Indenture and the Limited Offering Memorandum and to enter into the Loan Agreement, the Indenture, the Tax Agreement and this Bond Purchase Agreement.

(c) The Issuer has adopted a Resolution on November 30, 2017 (the “**Bond Resolution**”), authorizing the execution and delivery of the Loan Agreement, the Indenture, the Tax Agreement and this Bond Purchase Agreement, the issuance and sale of the Bonds and all actions necessary or appropriate to carry out the same. The Loan Agreement, the Indenture and the Tax Agreement are collectively referred to as the “**Issuer Documents**.”

(d) Each meeting of the Issuer at which action was taken or considered in connection with the Project, the Issuer Documents, this Bond Purchase Agreement and the Bonds, including the meeting at which the Bond Resolution was adopted, was a duly noticed and held meeting of the Issuer open to the public at all times.

(e) This Bond Purchase Agreement has been authorized, executed and delivered by the Issuer.

(f) The information with respect to the Issuer contained under the heading “THE ISSUER” in the Limited Offering Memorandum does not at the date hereof, and will not as of the Closing, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances under which they were made.

(g) To the best knowledge of the undersigned officer of the Issuer, there is no action, suit, proceeding or investigation at law or in equity before or by any court, either state or federal, or public board or body, pending or threatened, calling into question the existence or operations of the Issuer, the validity of the Issuer Documents or this Bond Purchase Agreement or the authority of the Issuer to enter into the Issuer Documents or to issue the Bonds.

(h) The authorization, execution and delivery by the Issuer of the Issuer Documents and this Bond Purchase Agreement and the issuance of the Bonds will not violate any existing decree, writ or injunction and will not contravene the provisions of, constitute a default under, or result in the creation of a lien, charge or encumbrance prohibited by, any existing agreement, indenture, bond resolution or other instrument to which the Issuer is a party or by which the Issuer or any of its assets are bound.

(i) The Issuer will cooperate with the Company in preparing and making available to the Underwriter any amendments or supplements to the Limited Offering Memorandum pursuant to Section 4(j) hereof at the Company’s expense.

(j) The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may

reasonably request to qualify the Bonds for offering and sale under the “blue sky” or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may request; provided, that in no event shall the Issuer be obligated to qualify to do business in any jurisdiction or consent to service of process in any jurisdiction other than the State of New Hampshire.

(k) The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement, including the determination of the interest rate on the Bonds and any related commissions, is an arm’s-length commercial transaction among the Issuer, the Company and the Underwriter; (ii) in connection with the offering contemplated hereby and the process leading to such transaction, the Underwriter is acting solely as a principal and not as an agent of, or a municipal advisor, financial advisor or a fiduciary to, the Issuer; (iii) the Underwriter has not assumed or will not assume any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter, or any affiliate of the Underwriter, has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligation the Underwriter has to the Issuer with respect to the transaction contemplated hereby is expressly set forth in this Bond Purchase Agreement; (v) the Underwriter has financial and other interests that differ from those of the Issuer; and (vi) the Underwriter has not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Issuer has consulted with its own financial, municipal, legal, accounting, tax and other advisors to the extent it has deemed appropriate in connection with the offering and sale of the Bonds.

Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to statements made therein.

Section 6. Closing. On or prior to 11:00 a.m., Chicago time, on December [21], 2017, at the offices of Kutak Rock LLP, Chicago, Illinois, or at such other time or such other date or such other place as shall have been mutually agreed upon by the Company, the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the Underwriter, the Bonds in definitive form duly executed by the Issuer and authenticated by the Trustee, and the Underwriter will accept such delivery and pay the purchase price of the Bonds, subject to the provisions hereof including, without limitation, Section 8 hereof. Payment of the purchase price for the Bonds by the Underwriter will be made by wire transfer in immediately available funds, payable to the Trustee, as provided in the Indenture, or by such other means as is acceptable to the Issuer, the Company, the Underwriter and the Trustee. The above described payment and delivery is herein called the “**Closing.**”

The Bonds will be delivered as one fully registered bond registered in the name of Cede & Co. and will be available for checking by the Underwriter not less than one business day prior to the Closing at The Depository Trust Company (“**DTC**”) in New York, New York.

It is anticipated that a CUSIP identification number will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error in the printing of such number shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds. The Issuer and the Company will cooperate with the Underwriter to obtain the CUSIP number.

Section 7. Termination of Bond Purchase Agreement. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if, on or after the date hereof and on or before the date of Closing: (i) (a) legislation shall be enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended by the President of the United States to the Congress of the United States for passage, or favorably reported for passage to either the House of Representatives or the Senate by any committee of either body to which such legislation has been referred for consideration, (b) a decision shall be entered by a court established under Article III of the Constitution of the United States, or the Tax Court of the United States, or (c) a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed, which has the purpose or effect of including the interest on the Bonds in the gross income of the owners of the Bonds for federal income tax purposes; (ii) legislation shall be enacted, or actively considered for enactment by the United States Congress, or a decision by a court of the United States shall be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, the effect of which is that (A) the Bonds, or any other “security” as defined in the Securities Act of 1933, as amended and as then in effect (the “**Securities Act**”), relating to the Bonds, are not exempt from the registration, qualification or other requirements of the Securities Act or the Exchange Act, or (B) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect (the “**Trust Indenture Act**”); (iii) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering or sale of the Bonds, as contemplated herein or in the Limited Offering Memorandum, is or would be in violation of any provision of the Securities Act, the Exchange Act, the Trust Indenture Act, or other federal law; (iv) there shall occur any event which in the reasonable judgment of the Underwriter either (A) makes untrue or incorrect in any material respect any statement or information contained in the Limited Offering Memorandum or (B) is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either case, the Company or the Issuer refuses to permit the Limited Offering Memorandum to be supplemented to correct or supply such statement or information, or the effect of the Limited Offering Memorandum as so corrected or supplemented is, in the reasonable judgment of the Underwriter, to materially adversely affect the market for the Bonds or the sale of the Bonds by the Underwriter at the contemplated offering price; (v) there shall have been an outbreak or escalation of hostilities or any other insurrection or armed conflict or any calamity or crisis which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Bonds or the sale of the Bonds by the Underwriter at the contemplated offering price; (vi) there shall have been a general suspension of trading in securities on the New York Stock Exchange, the American Stock Exchange, the Pacific Stock Exchange, the Chicago Board of Trade, or any other major U.S. financial or securities exchange, maximum or minimum prices not previously in effect shall have been established on any such

exchange, or the daily volume or average prices on any such exchange shall have significantly changed from the current average daily volume or level of prices, the effect of any of which on the financial markets of the United States is, in the reasonable judgment of the Underwriter, to materially adversely affect the market for the Bonds or the sale of the Bonds by the Underwriter at the contemplated offering price; (vii) a banking moratorium shall have been declared by federal, New Hampshire or New York authorities; (viii) there shall have occurred any material adverse change in the affairs of the Company or the Issuer or the transactions contemplated by this Bond Purchase Agreement, the Limited Offering Memorandum, the Company Documents or the Issuer Documents; (ix) there shall be any litigation, pending or threatened, which, in the reasonable judgment of the Underwriter, makes it impracticable or inadvisable to offer or deliver the Bonds on the terms contemplated by the Limited Offering Memorandum; or (x) the Indenture, the Limited Offering Memorandum, the Company Documents and the Issuer Documents are not executed, approved and delivered. In the event of any termination of this Bond Purchase Agreement permitted under this Section, there shall be no liability of any party to this Bond Purchase Agreement to any other party, other than as provided in Sections 10, 11 and 12.

Section 8. Conditions to the Underwriter's Obligations. The obligations of the Underwriter hereunder to purchase the Bonds shall be subject to the performance by the Company and the Issuer of their obligations to be performed hereunder at and prior to the Closing, including without limitation the obligation of the Company to provide the Underwriter with electronic copies of documents as described in Section 3 hereof, and to the following conditions:

(a) At the time of the Closing, the Limited Offering Memorandum, the Credit Facility, the Company Documents, the Issuer Documents, this Bond Purchase Agreement and the Bonds shall be in full force and effect in the form heretofore approved by the Company, the Issuer, the Trustee and the Underwriter and none of the foregoing documents shall have been amended, modified or supplemented from the forms thereof as of the date hereof, except as may have been approved by the Underwriter, the Closing in all events, however, to be deemed such approval.

(b) At the Closing, the Bonds shall be authenticated by the Trustee and delivered to or as directed by the Underwriter.

(c) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Underwriter, the Issuer and the Company:

(1) The opinions of John De Grandpre, Esq., U.S. General Counsel for the Company, and _____, New Hampshire counsel for the Company, each dated the date of Closing, substantially in the forms set forth in Exhibit A hereto;

(2) The approving opinion of Kutak Rock LLP, Bond Counsel to the Underwriter ("**Bond Counsel**"), dated the date of Closing, substantially in the

form set forth in Appendix C to the Limited Offering Memorandum with a reliance letter thereon addressed to the Issuer, the Trustee, the Company and the Credit Provider;

(3) The supplemental opinion of Bond Counsel, dated the date of Closing, substantially in the form of Exhibit B hereto;

(4) The opinion of Kutak Rock LLP, as Counsel to the Underwriter, dated the date of Closing, substantially in the form of Exhibit C hereto;

(5) The opinion of Hinckley, Allen & Snyder LLP, counsel for the Issuer, dated the date of Closing, substantially in the form of Exhibit D hereto;

(6) The opinion of members of the Legal Department of the Credit Provider, substantially in the form of Exhibit E hereto;

(7) The opinions of Kutak Rock LLP, U.S. counsel for the Credit Provider, substantially in the forms set forth in Exhibit F hereto;

(8) A certificate dated the date of Closing and signed by an appropriate officer or appropriate officers of the Company to the effect that (A) each of the representations and warranties of the Company set forth in Section 4 hereof and in the Company Documents shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Bond Purchase Agreement to be satisfied or performed by the Company at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein, (C) as of the date of Closing, no event of default under the Company Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default, and (D) as of the date of Closing, there has been no material adverse change in the condition of the Company and its subsidiaries, taken as a whole, from that set forth in or contemplated by the Limited Offering Memorandum;

(9) A certificate dated the date of Closing and signed by an appropriate official or appropriate officials of the Issuer to the effect that (A) each of the representations and warranties of the Issuer set forth in Section 5 hereof and in the Issuer Documents shall be accurate as if made on and as of the date of Closing, (B) all of the conditions and agreements required in this Bond Purchase Agreement to be satisfied or performed by the Issuer at or prior to the date of Closing shall have been satisfied or performed in the manner and with the effect contemplated herein and (C) as of the date of Closing, no event of default under the Issuer Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default;

(10) A certificate dated the date of Closing and signed by an appropriate officer or appropriate officers of the Credit Provider to the effect that the Letter of Credit has been duly authorized, executed and delivered by the Credit Provider and that the information set forth in Appendix B to the Limited Offering Memorandum is accurate;

(11) A certificate of a duly authorized officer of the Trustee, as to the due execution of the Indenture and the Tax Agreement by the Trustee and the due authentication and delivery of the Bonds by the Trustee, in form and substance satisfactory to the Underwriter;

(12) Evidence that S&P Global Ratings, a division of S&P Global Inc., has assigned ratings of at least A/A-1 to the Bonds;

(13) Such additional opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request, including without limitation a “blue sky” survey, in connection with the transactions contemplated by this Bond Purchase Agreement.

Section 9. Nonsatisfaction of Conditions. If any of the conditions to the obligations of the Underwriter contained in Section 8 or elsewhere in this Bond Purchase Agreement shall not have been satisfied when and as required herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing by written notice to the Company and the Issuer.

Section 10. Indemnification. (a) The Company will indemnify and hold harmless the Underwriter, each of its directors, officers and employees and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act (any such person being herein in this paragraph (a) sometimes called an “**Indemnified Party**”), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon (1) an allegation or determination that the Bonds or any other security relating to the Bonds should have been registered under the Securities Act or the Exchange Act or the Indenture should have been qualified under the Trust Indenture Act, or (2) any untrue statement, or alleged untrue statement, of a material fact contained in the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum or the omission or alleged omission to state in them a material fact necessary to make the statements in them not misleading, except a statement or omission under “**UNDERWRITING.**” The Company shall not be liable under this paragraph if the person asserting any such loss, claim, damage or liability purchased Bonds from the Underwriter, if delivery to such person of the Limited Offering Memorandum or any amendment of or supplement to the Limited Offering Memorandum would have been a valid defense to the action from which such loss, claim, damage or liability arose and if the Limited Offering Memorandum, amendment or supplement was not delivered to such person by or on behalf of the Underwriter. This indemnity

agreement will not limit any other liability the Company may otherwise have to any such Indemnified Party.

(b) The Company will indemnify and hold harmless the Issuer, each of its officials and employees and each person who controls the Issuer within the meaning of Section 15 of the Securities Act (any such person being herein in this paragraph sometimes called an “**Indemnified Party**”), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon (1) an allegation or determination that the Bonds or any other security relating to the Bonds should have been registered under the Securities Act or the Exchange Act or the Indenture should have been qualified under the Trust Indenture Act, or (2) any untrue statement, or alleged untrue statement, of a material fact contained in the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum or the omission or alleged omission to state in them a material fact necessary to make the statements in them not misleading, except a statement or omission under “THE ISSUER.” This indemnity agreement will not limit any other liability the Company may otherwise have to any such Indemnified Party.

(c) The Underwriter will indemnify and hold harmless the Company and the Issuer, each of their directors, officers, officials and employees and each person who controls either of them within the meaning of Section 15 of the Securities Act (for purposes of this paragraph, an “**Indemnified Party**”) against all losses, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with defending any actions, insofar as such losses, damages, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the Limited Offering Memorandum or any amendment or supplement to the Limited Offering Memorandum or the omission to state in them a material fact necessary to make the statements in them not misleading, but only with reference to written information relating to the Underwriter furnished by it specifically for use in the preparation of the documents referred to in the foregoing indemnity. The Company and the Issuer acknowledge that the statements in the Limited Offering Memorandum under “UNDERWRITING” constitute the only information furnished in writing by or on behalf of the Underwriter for inclusion in the Limited Offering Memorandum.

(d) An Indemnified Party (as defined in paragraph (a), (b) or (c) of this Section) will, promptly after receiving notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Company or the Underwriter, as the case may be (in any case the “**Indemnifying Party**”), notify the Indemnifying Party in writing of the commencement of the action. Failure of the Indemnified Party to give such notice will reduce the liability of the Indemnifying Party under this indemnity agreement by the amount of the damages attributable to the failure to give the notice; but the failure will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party otherwise than under the indemnity agreement in this Section. If such action is brought against an Indemnified Party and such Indemnified Party notifies the Indemnifying Party of its

commencement, the Indemnifying Party may, or if so requested by the Indemnified Party shall, participate in it or assume its defense, with counsel reasonably satisfactory to the Indemnified Party, and after notice from the Indemnifying Party to the Indemnified Party that it will not be liable to the Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party, the Indemnifying Party may participate at its own expense in the defense of the action. If the Indemnifying Party does not employ counsel to have charge of the defense or if any Indemnified Party reasonably concludes that there may be defenses available to it which are different from or in addition to those available to the Indemnifying Party (in which case the Indemnifying Party will not have the right to direct the defense of such action on behalf of such Indemnified Party), legal and other expenses incurred by such Indemnified Party will be paid by the Indemnifying Party. Any obligation under this Section of an Indemnifying Party to reimburse an Indemnified Party for expenses includes the obligation to make advances to the Indemnified Party to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Indemnified Party. An Indemnifying Party shall not be liable for any settlement of any proceeding affected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, an Indemnifying Party shall indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

(e) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) of this Section is due in accordance with its terms but is for any reason held by a court to be unavailable from the Company on grounds of policy or otherwise, the Company and the Underwriter shall contribute to the total losses, claims, damages and liabilities (including legal or other expenses of investigation or defense) to which they may be subject in such proportion so that the Underwriter is responsible for the percentage that the underwriting discount is specified in Section 1 hereof (i.e., ___%) and the Company is responsible for the balance (i.e., _____%); provided, that in no case will the Underwriter be responsible for any amounts in the aggregate in excess of the underwriting discount of \$_____; and provided further, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph each person who controls the Underwriter within the meaning of Section 15 of the Securities Act will have the same rights to contribution as the Underwriter, and each person who controls the Company within the meaning of Section 15 of the Securities Act and each officer and each director of the Company will have the same rights to contribution as the Company, subject to the foregoing sentence. Any party entitled to contribution will, promptly after receiving notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made under this paragraph, notify each party from whom contribution may be sought, but the omission to notify such party shall not relieve any party from whom contribution may be sought from any other obligation it may have otherwise than under this paragraph.

(f) No right or remedy granted in this Section is intended to limit a party's access to the courts to pursue other rights or remedies provided by law or in equity.

Section 11. Survival of Indemnities, Representations, Warranties, Etc. The indemnities, covenants, agreements, representations, warranties and other statements of the Company and the Issuer, as set forth in this Bond Purchase Agreement or made by either of them pursuant to this Bond Purchase Agreement, shall remain in full force and effect, regardless of any investigation made by or on behalf of the Underwriter, the Company, the Issuer or any of their officers or directors or any controlling person, and shall survive delivery of and payment for the Bonds. The obligations of the Company under Section 10 hereof shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to its terms.

Section 12. Expenses. The Company shall pay any expenses incident to the performance of the obligations hereunder including but not limited to: (i) the cost of the preparation and printing of the Indenture, the Loan Agreement, this Bond Purchase Agreement, the Remarketing Agreement and the Tax Agreement, together with a reasonable number of copies thereof; (ii) the cost of the preparation, printing and delivery of the Limited Offering Memorandum, together with a reasonable number of copies thereof; (iii) the cost of the preparation of the Bonds; (iv) the fees and disbursements of Counsel to the Company and of any other experts or consultants retained by the Company or the Underwriter; (v) the fees and disbursements of Counsel to the Underwriter and Bond Counsel; (vi) the fees, if any, for Bond ratings; and (vii) all registration or filing fees and related costs and expenses incurred in connection with the qualification of the Bonds under state security (or "blue sky") laws and the preparation and printing of a blue sky survey and legal investment memorandum relating to the Bonds. The Company may pay such expenses from the proceeds of the Bonds to the extent legally permissible and which will not adversely affect the exclusion from federal gross income of interest on the Bonds.

Section 13. Representation by Counsel. It is understood, agreed and consented to by the parties hereto that, in connection with the transactions described herein, the Issuer will be represented by Hinckley, Allen & Snyder LLP; the Company will be represented by John De Grandpre, Esq., U.S. General Counsel for the Company, by _____ and by Patterson, Balknap, Webb & Tyler LLP; the Credit Provider will be represented by its Legal Department and by Kutak Rock LLP, Kansas City, Missouri, its U.S. counsel; and Kutak Rock LLP, Chicago, Illinois, will serve as Bond Counsel to the Underwriter and as Underwriter's counsel.

Section 14. Miscellaneous. (a) Any notice or other communication to be given to the Company or the Issuer under this Bond Purchase Agreement shall be deemed given when delivered in person to their respective addresses set forth on the first page hereof, or when mailed by first class mail, postage prepaid, and addressed to such addresses, or when confirmation is received by the sender that any telex, telegram, telecopy or electronic mail to the Company or the Issuer at such address has been received. Any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement shall be deemed given when delivered in person to the addresses set forth below, or when mailed by first class mail, postage prepaid and addressed to such addresses, or when confirmation is received by the sender that any telex, telegram, telecopy or electronic mail to the Underwriter at such addresses has been received by them, as follows:

Thornton Farish Inc.
3500 Eastern Boulevard
Suite 210
Montgomery, Alabama 36116

Attention: Joseph A. Whitehead
Telephone: (334) 270-8555
Telecopy: (334) 272-0897

(b) This Bond Purchase Agreement is made solely for the benefit of the Company, the Issuer and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

(c) This Bond Purchase Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

(d) The captions in this Bond Purchase Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

[The remainder of this page intentionally left blank.]

(e) This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Company and the Issuer.

THORNTON FARISH INC.

By: _____
Name: Joseph A. Whitehead
Title: Executive V.P. and Principal

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

LONZA AMERICA INC.

By _____
Name: _____
Title: _____

BUSINESS FINANCE AUTHORITY OF
THE STATE OF NEW HAMPSHIRE

By _____
Name: Dick Anagnost
Title: Chairman, Board of Directors

SCHEDULE I

CERTIFICATE OF THE UNDERWRITER

[Date of Closing]

The undersigned, Thornton Farish Inc., hereby certifies in connection with the issuance on the date hereof by the Business Finance Authority of the State of New Hampshire (the “**Issuer**”) of its \$[50,000,000] Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 (the “**Bonds**”) as follows:

1. **Sale of the Bonds.** The Bonds have only one Maturity. As of the Sale Date, the first price at which at least 10% of the Bonds was sold to the Public is equal to 100% of the principal amount thereof, there being no accrued interest.

2. **Defined Terms.**

(a) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) “Sale Date” means December [20], 2017, the first day on which there was a binding contract in writing for the sale of the Bonds.

(d) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. **Additional Information.**

(a) We have been asked to calculate the weighted average maturity of the Bonds. We have determined that the weighted average maturity of the Bonds is _____ years.

(b) We have also been asked to calculate 120% of the weighted average remaining useful life of the facilities financed by the Bonds, based on the assumptions and computations set forth in Attachment 2 hereto. We have determined that the weighted average maturity of the Bonds is _____ years. Based on the foregoing, the weighted average maturity of the Bonds is no

more than 120% of the weighted average remaining useful life of the facilities financed by the Bonds.

(c) The CUSIP number for the Bonds is: _____.

The representations set forth in this Certificate of the Underwriter are limited to factual matters only. The undersigned understands that the foregoing information will be relied on by Lonza America Inc. (the “**Company**”) and the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and Agreement dated the date hereof among the Issuer, the Company and Regions Bank, as Trustee, with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock LLP in connection with its rendering of an opinion on the date hereof that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Information Return for Tax-Exempt Private Activity Bond Issues (Internal Revenue Service Form 8038), and other federal income tax advice that Kutak Rock LLP may give to the Issuer and/or the Company from time to time relating to the Bonds.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has set his hand as of the date first written above.

THORNTON FARISH INC.

By: _____

Name: Joseph A. Whitehead

Title: Executive V.P. and Principal

[Signature Page to Certificate of Underwriter]

EXHIBIT A

[Letterhead of John De Grandpre, Esq., U.S. General Counsel of the Company]

[Date of Closing]

Business Finance Authority
of the State of New Hampshire
2 Pillsbury Street, Suite 201
Concord, New Hampshire 03301

Thornton Farish Inc.
3500 Eastern Boulevard
Montgomery, Alabama 36116

Regions Bank
1900 5th Avenue North, 26th Floor
Birmingham, Alabama 35203

Landesbank Hessen-Thüringen Girozentrale,
New York Branch
420 Fifth Avenue, 24th Floor
New York, New York 10018

Re: \$[50,000,000] Business Finance Authority of the State of
New Hampshire Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project) Series 2017

Ladies and Gentlemen:

The undersigned, U.S. General Counsel of Lonza America Inc., a Delaware corporation (the “Company”), is delivering this opinion in connection with the closing today of the purchase from and sale by the Business Finance Authority of the State of New Hampshire (the “Issuer”) of \$[50,000,000] aggregate principal amount of the Issuer’s Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 (the “Bonds”) pursuant to the Bond Purchase Agreement, dated December [20], 2017 (the “Bond Purchase Agreement”), among Thornton Farish Inc., the Issuer and the Company. Capitalized terms used in this opinion without definition have the respective meanings specified in the Bond Purchase Agreement.

For purposes of this opinion letter, I have examined such documents as I have deemed appropriate, including, without limitation, (i) the Bond Purchase Agreement, the Loan Agreement, the Tax Agreement and the Remarketing Agreement (collectively, the “Transaction

Documents”), (ii) the certificates of incorporation and by-laws of the Company and the Subsidiary, each as amended, (iii) certificates, faxes or other electronically communicated documents issued by public officials in various states of the United States as to incorporation and good standing or qualification to do business as a foreign corporation of the Company and the Subsidiary, and (iv) minutes of proceedings taken by the Company for the purpose of authorizing the execution and delivery of the Bond Purchase Agreement, the Loan Agreement, the Tax Agreement and the Remarketing Agreement, and have made such additional investigations as I have deemed appropriate.

I have also made such investigations of law as I have deemed necessary for purposes of this opinion letter. I express no opinion as to any laws other than the laws of the State of New Hampshire, the General Corporation Law of the State of Delaware and the federal laws of the United States of America. Insofar as this opinion letter relates to the laws of the State of New Hampshire, I have relied on the opinion of _____, a copy of which is attached, and my opinion on matters of New Hampshire law is subject, in addition to the other limitations and qualifications set forth in this opinion letter, to the limitations and qualifications set forth in the attached opinion of _____. The opinions set forth below are also based upon and subject to the assumptions, exceptions and limitations understood to apply without an express statement under New York customary practice for opinion letters of this type, including, without limitation, the effects of applicable bankruptcy, insolvency, reorganization, fraudulent transfer and other similar laws affecting the enforcement of creditors’ rights and remedies in general and of general principles of equity (regardless of whether considered in a proceeding in equity or in law), and others described in the Report of the TriBar Opinion Committee entitled *Third Party “Closing” Opinions*, 53 BUS. LAW. 592 (1998) and Special Report of the TriBar Committee, *The Remedies Opinion—Deciding When to Include Exceptions and Assumptions*, 59 BUS. LAW. 1483 (2004).

On the basis of and subject to the foregoing, it is my opinion that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) The Subsidiary is duly qualified to do business and is in good standing in the State of New Hampshire.

(c) The Company has all necessary corporate power and authority under the laws of the state of its incorporation to conduct the business now being conducted by it, execute and deliver the Transaction Documents and perform its obligations thereunder.

(d) The Transaction Documents have been duly authorized, executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms; *provided, however*, that my opinion is subject to the effect of generally applicable rules of law limiting the enforceability of provisions (i) requiring indemnification of a person for such person’s own (or another person’s) action or inaction to the extent the action or inaction involves

gross negligence, recklessness or willful or unlawful conduct or (ii) releasing, exculpating or exempting a person from liability for damages caused by such person's own (or another person's) gross negligence, recklessness or willful or unlawful conduct, including terms purporting to exonerate a person from liability and terms limiting liability for damages to a nominal sum.

(e) The execution, delivery and performance by the Company of the Transaction Documents do not and will not (i) conflict with, result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the Certificate of Incorporation, as amended, or the By-Laws, as amended, of the Company, or, to the best of my knowledge after due inquiry, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party or by which it or any of its properties are bound, or result in the creation of any lien or other encumbrance on any asset of the Company (except as provided in the Transaction Documents), (ii) to the best of my knowledge violate any provision of any statute or rule or regulation thereunder, or (iii) to the best of my knowledge, violate any judgment, order, rule or regulation of any court or of any public or governmental agency or authority applicable to the Company.

(f) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, arbitrator, public board or body pending or, to the best of my knowledge, threatened against or affecting the Company or its subsidiaries, or any basis for any such action, suit, proceeding, inquiry or investigation, that, in each case, would reasonably be expected to have a material adverse effect on the business, financial position or results of operations of the Company or the Subsidiary or on the validity or enforceability of any Transaction Document or any other transaction contemplated by the Company arising therefrom, or the ability of the Company to perform its obligations thereunder.

(g) No approval, consent, authorization or other order of any governmental or public authority or agency not already obtained is legally required of the Company for the execution and delivery by the Company of the Transaction Documents or for the performance of the obligations of the Company or the Subsidiary thereunder.

In addition, I confirm to you that, in the course of my representation of the Company in the transactions contemplated by the Transaction Documents, nothing has come to my attention that has caused me to believe that information contained in the Limited Offering Memorandum with respect to the Company or the Subsidiary, as of its date, or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, I do not express any belief with respect to the financial statements or other financial, statistical or accounting data contained in the Limited Offering Memorandum.

No obligation is hereby assumed to supplement this opinion after the date hereof to reflect any change in applicable law, or subsequent knowledge of any fact, material to the opinions expressed herein. This opinion is addressed solely to you and is solely for your benefit



in connection with the transactions contemplated by the Transaction Documents, and it may not be relied upon by any other person or for any other purpose.

Very truly yours,

John De Grandpre, Esq.
U.S. General Counsel
Lonza America Inc.

[Letterhead of _____]

[Date of Closing]

John De Grandpre, Esq.
U.S. General Counsel
Lonza America Inc.
90 Boroline Road
Allendale, New Jersey 07401

Dear Sir:

We have acted as special New Hampshire counsel to Lonza America Inc., a corporation organized and existing under the laws of the State of Delaware (the “Company”), and its wholly owned subsidiary, Lonza Biologics, Inc., a Delaware corporation (“Biologics”), in connection with the issuance by the Business Finance Authority of the State of New Hampshire (the “Issuer”) of its Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 in the aggregate principal amount of \$[50,000,000] (the “Bonds”). Thornton Farish Inc. (the “Underwriter”), is purchasing the Bonds pursuant to the terms of the Bond Purchase Agreement dated December [20], 2017 among the Issuer, the Company and the Underwriter (the “Bond Purchase Agreement”).

This opinion is furnished to you in connection with your opinion being delivered on the date hereof pursuant to the Bond Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Bond Purchase Agreement.

In order to render the opinions hereinafter set forth, we have examined the following:

- (a) The Bond Purchase Agreement;
- (b) The Loan Agreement;
- (c) The Indenture;
- (d) The Remarketing Agreement;
- (e) The Tax Agreement; and
- (f) The Limited Offering Memorandum.

(hereinafter referred to collectively as the “Transaction Documents”).

We have also examined such other certificates and documents and matters as we have deemed necessary and appropriate in order to enable us to render the opinions hereinafter set forth.

In making all such examinations, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. As to various facts material to the opinions set forth herein, we have relied upon the representations of the Company in the Bond Purchase Agreement and other Transaction Documents, which representations we have not independently verified.

Any reference to “our knowledge” or “of which we are aware” or any variation thereof, shall mean the conscious awareness, as to the existence or absence of any facts which would contradict the opinions and statements so expressed, of any attorneys of this firm who have represented the Company in connection with this opinion. Whenever our opinion herein with respect to the existence or absence of facts is indicated to be based on our knowledge or awareness, it is intended to signify that during the course of our representation as herein described, no information has come to our attention which would give us knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, however, we have not undertaken any independent investigation to determine the existence or absence of such facts and no inference as to our knowledge of the existence or absence of such facts should be drawn from our representation of the Company. Moreover, we have not searched any electronic databases or the dockets of any court, regulatory body or governmental agency or other filing office in any jurisdiction.

We express no opinion as to the laws of any jurisdiction, other than the state laws of the State of New Hampshire. We have assumed that to the extent that any obligation under any of the Transaction Documents is to be performed outside the United States, its performance will not be rendered illegal or ineffective by virtue of the law of that jurisdiction.

In addition, in rendering the opinions set forth below, we have assumed, without investigation and with your concurrence, the following:

(a) Each of the Transaction Documents has been duly authorized, executed and delivered by each party thereto and each such party is duly organized and existing under the laws of the applicable jurisdiction of its organization and has full power, authority and legal right to make and perform its obligations thereunder;

(b) Except with respect to the Company to the extent set forth in Paragraph 1 below, the Transaction Documents constitute the valid and binding obligations of each of the parties signatory thereto, enforceable against such parties in accordance with their respective terms;

(c) We have assumed that the execution, delivery and performance of any of the Company’s obligations under the Transaction Documents, and its consummation of the transactions contemplated thereby, do not and will not conflict with, contravene, violate or constitute a default under (i) the Certificate of Incorporation, as amended, or the By-Laws, as amended, of the Company, (ii) any lease, indenture, instrument or other agreement to which the

Company is subject, (iii) any rule, law or regulation to which the Company is subject (other than the state laws of the State of New Hampshire), (iv) any judicial or administrative order or decree of any court or governmental authority to which the Company is subject (other than any judicial or administrative order or decree of any New Hampshire court or governmental authority), or (v) any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority (other than any New Hampshire governmental authority);

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, arbitrator, public board or body pending or threatened against or affecting the Company or its subsidiaries, or any basis for any such action, suit, proceeding, inquiry or investigation, which relates to the Transaction Document or any of the transaction contemplated thereby;

(e) No federal or state (other than the State of New Hampshire) approval, consent, authorization or other order of any governmental or public authority or agency not already obtained is legally required of the Company for the execution and delivery by the Company of the Transaction Documents or for the performance of the obligations of the Company thereunder;

(f) That the conduct of the Issuer, the Trustee and the Underwriter with respect to the administration and enforcement of each of the Transaction Documents will comply with all requirements of good faith, fair dealing and conscionability;

(g) That all factual representations made by the parties in the Transaction Documents are accurate and complete; and

(h) Any party to the Transaction Documents required to be qualified to do business in the State of New Hampshire is duly qualified under applicable law or would become duly qualified as a condition to maintaining any action, suit or proceeding in the State of New Hampshire.

Based upon and subject to the foregoing and subject to the qualifications contained herein, we are of the opinion that:

1. The Loan Agreement, the Bond Purchase Agreement, the Tax Agreement and the Remarketing Agreement constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

2. The execution, delivery and performance by the Company of the Transaction Documents do not and will not violate any (a) judgment, order, or decree of any New Hampshire court of which we are aware specifically naming the Company or any of its assets or properties or (b) provision of New Hampshire law.

3. No approval, consent, authorization or other order of any New Hampshire governmental or public authority or agency not already obtained is legally required of the Company under New Hampshire law for the execution and delivery by the Company of the Transaction Documents.

The opinions expressed herein are subject to the following qualifications:

(a) The enforceability of the Transaction Documents and the rights and remedies granted to any party thereunder may be subject to or affected by (i) applicable federal or state bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws affecting the rights of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent conveyances and preferential transfers, (ii) the exercise of judicial discretion in accordance with general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity); in addition, certain of the remedies provided for may be unenforceable in whole or in part if not exercised in a commercially reasonable manner, and (iii) the rights of any party may in all cases be subject to an implied duty of good faith and fair dealing;

(b) Except to the extent expressly set forth herein, we express no opinion as to any legal issue that would be excluded by Section 19 of the Legal Opinion Accord of the ABA Section of Business Law (1991) were it to govern this opinion;

(c) Any rights of indemnification provided for in the Transaction Documents may be limited by applicable state and federal law or public policy relating thereto;

(d) The enforceability of the Transaction Documents and the rights and remedies granted to any party thereunder may be subject to or affected by generally applicable rules of law limiting the enforceability of provisions (i) requiring indemnification of a person for such person's own (or another person's) action or inaction to the extent the action or inaction involves gross negligence, recklessness or willful or unlawful conduct or (ii) releasing, exculpating or exempting a person from liability for damages caused by such person's own (or another person's) gross negligence, recklessness or willful or unlawful conduct, including terms purporting to exonerate a person from liability and terms limiting liability for damages to a nominal sum; and

(e) We express no opinion as to the accuracy, adequacy or completeness of the Limited Offering Memorandum.

We express no opinion, and no opinion is to be inferred, concerning any matter as to which we have not expressly opined herein. The opinions expressed herein shall not be circulated, quoted or otherwise referred to or relied upon by any other person or for any other purpose without our prior written consent, except that this opinion may be (i) relied upon by the Business Finance Authority of the State of New Hampshire, Thornton Farish Inc., Regions Bank and Landesbank Hessen-Thüringen Girozentrale (to the same extent and for the same purpose as they may rely on your opinion), (ii) referred to in the Limited Offering Memorandum and the Transaction Documents, and (iii) included in transcripts of closing documents. We assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof.

Very truly yours,

EXHIBIT B

[Letterhead of Kutak Rock LLP]

[Date of Closing]

Thornton Farish Inc.
3500 Eastern Boulevard
Montgomery, Alabama 36116

Re: [\$50,000,000] Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017

Ladies and Gentlemen:

This opinion is being rendered pursuant to Section 8(c)(3) of the Bond Purchase Agreement dated December [20], 2017 (the “Bond Purchase Agreement”) among the Business Finance Authority of the State of New Hampshire (the “Issuer”), Lonza America Inc. (the “Company”) and Thornton Farish Inc., as underwriter (the “Underwriter”), relating to the issuance and sale by the Issuer of \$[50,000,000] aggregate principal amount of its Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 (the “Bonds”). All terms not defined herein are used as defined in the Limited Offering Memorandum, dated December __, 2017, relating to the Bonds (the “Limited Offering Memorandum”).

We have acted as Bond Counsel to you in connection with the issuance and sale of the Bonds and have today delivered our approving opinion with respect to the issuance of the Bonds. In that capacity, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

- (a) the Bond Purchase Agreement;
- (b) the Indenture;
- (c) the Loan Agreement; and
- (d) the Limited Offering Memorandum.

We have also examined the originals, or copies certified or otherwise identified to our satisfaction, of such other documents, corporate records and other instruments, and we have made such investigations of law, as we have deemed necessary or advisable for the purpose of this opinion. As to questions of fact material to our opinion, we have relied upon representations

contained in the documents referred to above and certifications by public officials, by the Issuer and by the Company furnished to us, without undertaking to verify the same by investigation.

Based on the foregoing, we are of the opinion that the Bond Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due and valid authorization, execution and delivery of the Bond Purchase Agreement by the parties thereto other than the Issuer, is a valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally and the effect of general principles of equity, whether applied by a court of law or equity.

We have not been engaged nor have we undertaken to review or verify the accuracy, completeness or sufficiency of the Limited Offering Memorandum or other offering material relating to the Bonds, except that in our capacity as Bond Counsel in connection with the issuance of the Bonds we have reviewed the information contained in the Limited Offering Memorandum under the captions "THE BONDS" (apart from the information relating to The Depository Trust Company and its book-entry only system), "THE LOAN AGREEMENT" and "THE INDENTURE," solely to determine whether such information and summaries conform to the Bonds, the Loan Agreement and the Indenture. The purpose of our professional engagement was not to establish or confirm factual matters in the Limited Offering Memorandum, and we have not undertaken any obligation to verify independently any of the factual matters set forth under these captions. Subject to the foregoing, the summary descriptions under such captions in the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and as of the date hereof, insofar as such descriptions purport to describe or summarize certain provisions of the Bonds (apart from the information relating to The Depository Trust Company and its book-entry only system), the Loan Agreement and the Indenture, are accurate summaries of such provisions in all material respects. In addition, the information in the Limited Offering Memorandum, as of the date of the Limited Offering Memorandum and as of the date hereof, under the caption "TAX EXEMPTION" purporting to describe or summarize our opinions concerning certain federal and state tax matters relating to the Bonds has been reviewed by us and is an accurate summary in all material respects. Except as specifically described in this paragraph, we express no opinion with respect to and have not undertaken to determine independently the accuracy, fairness or completeness of any statements contained or incorporated by reference in the Limited Offering Memorandum.

We have examined the Tax Agreement and the Company's Project Certificate dated the date hereof and executed in connection with the issuance of the Bonds (the "Project Certificate") with respect to certain material facts which are within the Company's knowledge. Based upon our review of the Indenture, the Loan Agreement, the Project Certificate, the Tax Agreement and such other documents and showings and related matters of law as we have deemed necessary and in reliance thereon, we are of the opinion that, under existing law, in connection with the offering, sale and delivery of the Bonds under the circumstances described in the Limited Offering Memorandum, the Bonds are not required to be registered under the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended. No opinion is expressed with respect to the Initial Credit Facility.

In rendering this opinion, we have relied upon certifications of the Issuer and the Company with respect to certain material facts within the knowledge of the Issuer and the Company. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

This letter is furnished by us as bond counsel. This letter is not intended to be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Respectfully submitted,

EXHIBIT C

[Letterhead of Kutak Rock LLP]

[Date of Closing]

Thornton Farish Inc.
3500 Eastern Boulevard
Montgomery, Alabama 36116

Re: [\$[50,000,000] Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017

Ladies and Gentlemen:

We have acted as Bond Counsel to you in connection with the issuance on the date hereof by the Business Finance Authority of the State of New Hampshire (the "Issuer") of its Solid Waste Disposal Revenue Bonds (Lonza Biologics Inc. Project) Series 2017 in the aggregate principal amount of \$[50,000,000] (the "Bonds"). We are also passing upon certain legal matters for you in connection with the purchase by you of the Bonds pursuant to the terms of the Bond Purchase Agreement dated December [20], 2017 (the "Bond Purchase Agreement") among you, the Issuer and Lonza America Inc. Capitalized terms used herein without definition shall have the same meanings assigned to them in the Bond Purchase Agreement.

In accordance with our understanding with you, we have rendered legal advice and assistance to you in the course of your investigation with respect to, and your participation in the preparation of, the Limited Offering Memorandum and certain other matters related to the subject financing. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects and a review of certain documents, including opinions of counsel to and certificates of officers of the Issuer, the Credit Provider and the Company. We also participated in telephone conferences with your representatives and representatives of the Company and other persons involved in the preparation of information for the Limited Offering Memorandum, during which the contents of the Limited Offering Memorandum and related matters were discussed and revised. The purpose of our professional engagement was not to establish or confirm factual matters set forth in the Limited Offering Memorandum, and we have not undertaken any obligation to verify independently any of the factual matters set forth therein. Moreover, many of the determinations required to be made in the preparation of the Limited Offering Memorandum involve matters of a non-legal nature. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention which lead us to believe that the Limited Offering Memorandum (apart from (i) the information relating to DTC and its book-entry only

system, (ii) the information concerning the Company and the Subsidiary contained in or incorporated by reference in Appendix A to the Limited Offering Memorandum and (iii) the information relating to the Credit Provider contained in or incorporated by reference in Appendix B to the Limited Offering Memorandum, as to all of which we do not express any opinion or belief) contained as of its date or contains as of the date hereof any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Section (d)(1) of Rule 15c2-12 prescribed under the Securities Exchange Act of 1934, as amended (the "Rule"), provides that the continuing disclosure requirements of the Rule shall not apply to a primary offering of municipal securities in authorized denominations of \$100,000 or more if such securities are sold to no more than thirty-five persons each of whom the participating underwriter reasonably believes: (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (B) is not purchasing for more than one account or with a view to distributing the securities.

This letter is furnished by us to the Underwriter and is solely for the benefit of the Underwriter. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

EXHIBIT D

[Letterhead of Hinckley, Allen & Snyder LLP]

[Date of Closing]

Business Finance Authority
of the State of New Hampshire
2 Pillsbury Street, Suite 201
Concord, New Hampshire 03301

Regions Bank
1900 5th Avenue North, 26th Floor
Birmingham, Alabama 35203

Thornton Farish Inc.
3500 Eastern Boulevard
Montgomery, Alabama 36116

Lonza America Inc.
90 Boroline Road
Allendale, New Jersey 07401

[\$50,000,000]

Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project) Series 2017

We have acted as counsel to the Business Finance Authority of the State of New Hampshire (the "Authority") in connection with the issue of the bonds described above (the "Bonds") by the Authority pursuant to a Loan Agreement dated December [21], 2017 (the "Loan Agreement") between the Authority and Lonza America Inc. (the "Company") and the Indenture of Trust dated December [21], 2017 (the "Indenture") between the Authority and Regions Bank, as Trustee. In connection with the issue of the Bonds the Authority has entered into a Tax Exemption Certificate and Agreement dated the date hereof (the "Tax Agreement") with the Company and the Trustee. The Bonds are being sold pursuant to a Bond Purchase Agreement dated December [20], 2017 (the "Bond Purchase Agreement") among the Authority, the Company and Thornton Farish Inc., as underwriter. The Loan Agreement, Indenture, Tax Agreement and Bond Purchase Agreement are referred to collectively herein as the "Bond Documents."

As to questions of fact material to our opinion we have relied upon representations and covenants of the Authority and the Company contained in the Bond Documents, the certified proceedings and other certifications of public officials furnished to us, and certifications by officials of the Company and others, without undertaking to verify the same by independent investigation.

We express no opinion with respect to compliance by the Company with applicable legal requirements in connection with the acquisition, construction, equipping, leasing or operation of the Project to be financed by the Loan Agreement.

We have made such examination as we have deemed necessary to render this opinion. Based on the foregoing, we are of opinion that:

1. The Authority is a duly created and validly existing body corporate and politic as an agency of the State of New Hampshire with the corporate power to incur and perform its obligations under the Bond Documents and to issue the Bonds.

2. The Bond Documents and the Bonds have been duly authorized, executed and delivered by the Authority pursuant to a resolution of the Authority's board of directors which was duly adopted on November 30, 2017.

3. To the best of our knowledge after due inquiry, but without independent investigation, there is no action, suit, proceeding or investigation at law or in equity before or by any court, either state or federal, or public board or body, pending or threatened, calling into question the existence or operations of the Authority, the validity of the Bond Documents or the Bonds or the authority of the Authority to enter into the Bond Documents or to issue the Bonds.

4. To the best of our knowledge after due inquiry, but without independent investigation, the authorization, execution and delivery by the Authority of the Bond Documents and the issuance by the Authority of the Bonds will not violate any existing decree, writ or injunction and will not contravene the provisions of, constitute a default under, or result in the creation of a lien, charge or encumbrance prohibited by, any existing agreement, indenture, bond resolution or other instrument to which the Authority is a party or by which the Authority or any of its assets is bound.

5. The information in the Limited Offering Memorandum dated December __, 2017 relating to the Bonds under the caption "THE ISSUER" is true and correct.

Yours faithfully,

EXHIBIT E

[Letterhead of Credit Provider]

[Date of Closing]

Lonza America Inc.
Allendale, NJ

Thornton Farish Inc.
Montgomery, AL

Business Finance Authority of the State of
New Hampshire
Concord, NH

Regions Bank, as Trustee
Birmingham, AL

[\$50,000,000]

Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project)
Series 2017

Ladies and Gentlemen:

We have acted as German in-house counsel for Landesbank Hessen-Thüringen Girozentrale (the “Bank”) in connection with the issuance by the Bank, acting through its New York Branch, of its Letter of Credit (the “Letter of Credit”) issued pursuant to the Letter of Credit Reimbursement Agreement dated as of December [21], 2017 (the “Reimbursement Agreement”), by and between Lonza America Inc. (the “Borrower”) and the Bank, acting through its New York Branch, relating to the above-referenced bonds (the “Bonds”). All terms not otherwise defined herein shall have the meaning assigned to them in the Reimbursement Agreement.

We have examined drafts of the Letter of Credit, the Reimbursement Agreement and such other documents and corporate records of the Bank and have made such investigations in respect of the Bank as we have deemed necessary for the purpose of giving this opinion. In giving this opinion we have assumed that all documents submitted to us as copies or specimen documents are complete and conform to the originals thereof, that all documents have, where applicable, been executed in the form examined by us and that the signatures on the originals of all documents submitted to us are genuine. In our examination we have assumed that all such documents have been duly executed and delivered by or on behalf of each of the parties thereto and duly authorized by all parties thereto other than the Bank. As to various questions of fact material to our opinion, we have relied upon information provided to us by officers of the Bank. We have also assumed that:

(a) the Letter of Credit is a legal, valid, binding and enforceable obligation of the Bank under New York law;

(b) there is nothing in any law other than German law which would affect this legal opinion; and

(c) the Bank's New York Branch is properly qualified to do business in New York.

No opinion is expressed herein as to the laws of any jurisdiction other than the laws of the Federal Republic of Germany.

Based upon the foregoing and in connection with the obligations of the Bank under the Letter of Credit, we are of the opinion that insofar as the laws of the Federal Republic of Germany are concerned:

1. The Bank is a public law financial institution ("Rechtsfähige Anstalt des öffentlichen Rechts") duly established under the Treaty on the Formation of a Joint Savings Banks Organization Hesse-Thuringia ("Staatsvertrag über die Bildung einer gemeinsamen Sparkassenorganisation Hessen-Thüringen") and validly existing in the Federal Republic of Germany with unlimited corporate existence and has the corporate power and authority to execute, deliver and perform its obligations under the Letter of Credit.
2. The Bank's execution and delivery of, and performance of its obligations under, the Letter of Credit have been duly authorized by all necessary corporate action of the Bank.
3. The Bank's execution and performance of the Letter of Credit will not violate any German law, rule or regulation pertaining to the Bank, including its New York Branch. No authorizations, approvals, consents or notifications from or to any governmental authorities in the Federal Republic of Germany are required under the laws of the Federal Republic of Germany currently in effect in connection with the execution and delivery by the New York Branch of the Bank of the Agreement.
4. The Letter of Credit, assuming (a) it has been duly executed and delivered by two duly authorized representatives of the New York Branch of the Bank and (b) it constitutes a legal, valid and binding obligation of the Bank, enforceable in accordance with the terms thereof under the laws of New York to which it is expressly subject, will constitute a legal, valid and binding obligation of the Bank ranking *pari passu* with the Bank's other unsecured, unsubordinated indebtedness (including deposit liabilities but except those preferred by law), enforceable in accordance with its terms; provided, however, that enforcement of the Letter of Credit against the Bank may be limited by bankruptcy, insolvency, fraudulent transfer, composition, reorganization, moratorium or other similar proceedings or laws applicable to the Bank relating to or affecting the enforcement of creditors' rights generally, as the same may be applied in the event of the bankruptcy, composition, reorganization or similar situation of the Bank.

5. Any final and conclusive judgment for a definite sum obtained for the recovery of amounts due and unpaid under the Letter of Credit in a New York law State or United States Federal court sitting in New York will be held enforceable against the Bank in appropriate courts of the Federal Republic of Germany without re-examination or re-litigation of the matters adjudicated, except that such judgment is not so enforceable if any of the reasons for excluding enforceability set forth in Section 328(1) of the German Code of Civil Procedure (ZPO) is present, in particular (a) under German law said New York law or Federal court does not have jurisdiction, (b) the Bank has not been served with process in a proper and timely fashion and it has not defended itself against the claim in court, (c) the judgment conflicts with a prior judgment of a German court or a prior judgment of a foreign court which is to be recognized in Germany, or the litigation resulting in the judgment to be enforced conflicts with litigation previously commenced in Germany, (d) recognition of the judgment would clearly be contrary to important principles of German law, in particular the constitutional human rights (“Grundrechte”), or (e) reciprocity is not ensured.
6.
 - (a) The governing-law clause, subjecting the Letter of Credit to New York law, is valid under German law.
 - (b) Under German law, New York law will be applied to agreements, such as the Letter of Credit, which under German law have been validly subjected to New York law, except to the extent that (i) any of the terms of such agreements or any of the provisions of New York law applicable to such agreements are obviously irreconcilable with important principles of German law, (ii) there are mandatory provisions of German law which must be applied to the transaction covered by such agreements irrespective of the law which governs such agreements or (iii) all elements of the transaction covered by such agreements, other than the choice of law, are connected with only one country at the time of the choice of law and there are mandatory provisions of the law of such country applicable to such transaction.
 - (c)
 - (i) None of the terms of the Letter of Credit are irreconcilable with important principles of German law, (ii) there are no mandatory provisions of German law which must be applied to the transaction covered by the Letter of Credit irrespective of the law which governs the Letter of Credit and (iii) the transaction covered by the Letter of Credit was not connected with only one country at the time of choice of law.
7. There is no income or stamp or other tax, duty or similar impost of the government of the Federal Republic of Germany or any political subdivision or instrumentality or agency thereof, imposed by withholding or otherwise, which is imposed on or applicable to any payment to be made by the Bank to Regions Bank, as trustee (the “Trustee”) under the Letter of Credit which is imposed on or by virtue of the execution and delivery outside the Federal Republic of Germany of the Letter of Credit.

8. Assuming that the Trustee is entitled to become a party to a suit under the laws of the State under which it was established and under the laws of the State where its principal office is located, there are no legal impediments to access by the Trustee to the courts of the Federal Republic of Germany nor shall the Trustee be required to qualify under any statute or law or pay any franchise tax, stamp tax or similar fee to gain such access, whether in respect of a direct suit on the Letter of Credit, or a proceeding to enforce a judgment obtained by the Trustee before a court in the United States, except for a fee required to be paid by the court by affixing revenue stamps for court fees to the complaint or application, nor will the Trustee be resident, domiciled, carrying on business or otherwise subject to taxation in the Federal Republic of Germany solely by reason of the execution, delivery, or performance by the Bank or the enforcement by the Trustee of the Letter of Credit.

This opinion speaks as of its date and has been rendered to you on the condition that the opinions expressed herein may not be published or otherwise communicated by you to, or relied upon by, any other person and may not be relied upon for any purpose other than in connection with the transactions contemplated by the Letter of Credit without our specific prior written approval in each instance. The opinion may be relied on only by you with respect to the matters addressed herein.

Furthermore, this opinion is issued in Germany and being rendered by the signing in-house counsels in their capacity as employees of the Bank acting as representatives of the Bank. Consequently, this opinion is exclusively issued by the Bank and the undersigned shall have no personal liability hereunder.

Very truly yours,

LANDESBANK HESSEN-THÜRINGEN
GIROZENTRALE

Legal Counsel

Legal Counsel

EXHIBIT F

[Letterhead of Kutak Rock LLP]

[Date of Closing]

Lonza America Inc.
Allendale, NJ

Thornton Farish Inc.
Montgomery, AL

Business Finance Authority of the State of
New Hampshire
Concord, NH

Regions Bank, as Trustee
Birmingham, AL

[\$50,000,000]

Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project)
Series 2017

Ladies and Gentlemen:

We have served as counsel to Landesbank Hessen-Thüringen Girozentrale (the “Bank”), acting through its New York Branch (the “Branch”), in connection with the issuance by the Bank of that Letter of Credit No. _____ (the “Letter of Credit”) to support the payment of the principal of and interest on the above-captioned bonds (the “Bonds”) pursuant to that Letter of Credit Reimbursement Agreement dated as of December [21], 2017 (the “Agreement”) between the Bank and Lonza America Inc.

In connection with the rendering of this opinion, we have examined (a) the Letter of Credit, (b) the Agreement and (c) such other documents, records and instruments as we have deemed necessary in connection with the rendering of this opinion. In such examination we have assumed, without any independent investigation or inquiry on our part: (i) the genuineness of all signatures (other than those of the Bank and the Branch) on each of the documents examined by us; (ii) the legal capacity of all natural persons who have signed documents examined by us; (iii) the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile or photostatic copies or in electronic form and the authenticity of the originals of all such documents; (iv) that each of the parties to the documents examined by us (other than the Branch) have been duly formed and organized and is validly existing and in good standing under the laws of the jurisdiction of its domain; (v) that each of the parties (other than the Bank and the Branch) to the documents examined by us (A) has duly authorized, executed and delivered such documents, (B) has all requisite power and authority to enter into and perform its respective obligations under such documents and (C) has obtained, secured or made all consents and approvals of, notice to, or registration with any governmental authorities required in connection with the execution,

delivery and performance under, the documents examined by us to which it is a party; (vi) the execution, delivery and performance by each of the parties (other than the Bank and the Branch) to the documents examined by us of such documents to which it is a party will not contravene any provision of such party's articles of incorporation, by-laws, articles of organization, operating agreement, certificate of formation, limited liability company agreement or other governing instrument; (vii) that there are no other agreements or understandings among the parties to such examined documents, written or oral, and there is no usage of trade or course of prior dealings among the parties thereto that would, in any case, define, supplement, alter or qualify the terms of such documents; and (viii) no draft or certificate presented requesting payment under the Letter of Credit will be, when so presented, forged or fraudulent and that there will be no fraud with respect to the presentation of any demand for payment under the Letter of Credit within the meaning of the common law of or statutes enacted by the State of New York. As to all matters of fact we have relied in good faith on certificates and other statements of public officials and certificates and other statements of officers and other representatives of the Bank, and we have made no inquiries to establish or verify these or any other facts material to this opinion.

For the purpose of this opinion we have also assumed that (a) the Bank is a public law financial institution duly organized, validly existing and in good standing under the laws of Germany and (b) the Letter of Credit is enforceable against the Bank under the law of Germany.

Based upon the foregoing, we are of the following opinions:

1. The Branch is a duly licensed branch of a foreign bank under the laws of the United States of America and the State of New York. The Branch is properly qualified to do business in the State of New York.

2. The Letter of Credit has been duly executed by two duly authorized representatives of the Branch and delivered by the Bank, acting through the Branch, and constitutes the legal, valid and binding obligation of the Bank and the Branch, enforceable against the Bank and the Branch in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general, as such laws would apply in the event of the bankruptcy, insolvency, reorganization or liquidation of, or other similar occurrence with respect to, the Bank, or in the event of any moratorium or similar occurrence affecting the Bank, (b) the principles of law and equity relating to fraud and (c) general principles of equity, including, but not limited to, the availability against the Bank of certain equitable remedies.

3. The statements in the Limited Offering Memorandum relating to the Bonds under the caption "THE INITIAL CREDIT FACILITY" insofar as such statements purport to summarize certain provisions of the Letter of Credit or the Agreement present an accurate summary of such provisions.

We express no opinion with respect to the effect of laws, other than the laws and regulations of the State of New York and the federal law of the United States of America, in full force and effect on the date hereof, upon the validity and binding effect of the Letter of Credit or upon any other matter set forth in this opinion.

We express no opinion as to the availability of equitable remedies to persons seeking to enforce the obligations of the Bank under the Letter of Credit. We express no opinion as to the validity or enforceability of any choice of law, choice of forum or waiver provision contained in the Letter of Credit.

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. This opinion is delivered to you in connection with the above-referenced transaction and may not be utilized or quoted by you for any other purpose whatsoever or delivered to any other person without our prior written consent in each instance.

This opinion is given as of the date hereof and we expressly disclaim any responsibility to update this opinion or advise you of any changes of law, facts or circumstances of any kind that may occur after the date hereof which might affect the opinion expressed herein.

Very truly yours,

[Letterhead of Kutak Rock LLP]

[Date of Closing]

Lonza America Inc.
Allendale, NJ

Thornton Farish Inc.
Montgomery, AL

Business Finance Authority of the State of
New Hampshire
Concord, NH

Regions Bank, as Trustee
Birmingham, AL

[\$50,000,000]

Business Finance Authority of the State of New Hampshire
Solid Waste Disposal Revenue Bonds
(Lonza Biologics Inc. Project)
Series 2017

Ladies and Gentlemen:

You have requested our opinion as counsel for Landesbank Hessen-Thüringen Girozentrale (the “Bank”) as to the availability of an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Act”) pursuant to the provisions of Section 3(a)(2) of the Act, with respect to the issuance of an irrevocable letter of credit (the “Letter of Credit”) by the New York Branch of the Bank in support of certain payments in respect of the above-captioned Bonds (the “Bonds”). In rendering the opinion expressed below, we have assumed that (a) the Bonds have been sold or placed in compliance with the registration requirements of the Act or applicable exemptions thereto, (b) the Letter of Credit is a security for purposes of the Act and (c) the Letter of Credit is a security for such purposes separate and apart from the Bonds.

Section 3(a)(2) of the Act affords an exemption from registration for any “security issued or guaranteed by any bank” and defines “bank” to include “any national bank, or any banking institution organized under the laws of any state . . . , the business of which is substantially confined to banking and is supervised by the state . . . banking commission The Act does not specifically address the availability of this exemption in the case of a branch or agency of a foreign bank which has been licensed to do business under the laws of a particular state. Although the staff of the Securities and Exchange Commission (the “Commission”) has indicated in several of its “no-action” letters that such licensing is not identical to being organized under the law of any state, it has placed reliance on the nature and extent of the state supervision and regulation of foreign banks when recommending that the Commission not take any action if securities are issued by the domestic branch or agency of a foreign bank in reliance upon the Section 3(a)(2) exemption and, in connection with recent “no-action” letters, has requested and received an opinion of counsel for the foreign bank requesting the letter that the

nature and extent of state and federal supervision and regulation is substantially equivalent to that of domestic banks in the state where the branch or agency of the foreign bank is located.

The New York Branch of the Bank is duly licensed by the State of New York, is validly existing as a branch of a foreign banking organization under the laws of New York and is authorized to transact business in the State of New York. The Commission has issued numerous “no-action” letters in response to inquiries regarding the availability of the Section 3(a)(2) exemption for letters of credit issued by branches or agencies of foreign banks. On September 23, 1986, the Commission issued an interpretive release entitled “Securities Issued or Guaranteed by United States Branches or Agencies of Foreign Banks” (the “1986 SEC Release”) in which the Commission reaffirmed the position expressed by these “no-action” letters in stating that for purposes of the Section 3(a)(2) exemption, a branch or agency of a foreign bank located in the United States is deemed to be a “national bank” or a “banking institution organized under the laws of any state . . .,” if the nature and extent of federal and/or state regulation and supervision of the particular branch or agency is substantially equivalent to that applicable to federal or state chartered domestic banks doing business within the same jurisdiction. The Commission again restated this position in a release issued on February 6, 1987 (the “1987 SEC Release”) pursuant to which the Commission requested comments on the use of the Section 3(a)(2) exemption for securities guaranteed by banks.

The issuance of a “no-action” letter by the staff of the Commission is not dispositive of the legal issues raised under the Act with respect to specified circumstances, but is merely a statement to the effect that the staff will not recommend any action to the Commission if a course of conduct is pursued in reliance upon an opinion of counsel. Such opinion might be explainable on the basis of reasons other than a legal interpretation of a statutory provision including, for example, the position that the Commission, acting within its statutory discretion, should not as a matter of enforcement policy proceed against a particular violation of the Act. Indeed, “no-action” letters in recent years specifically provide that the views expressed in such letters reflect only the staff’s position on enforcement action and do not purport to express any legal conclusions on the questions presented. Accordingly, in a civil suit a court could examine independently the question of whether the Letter of Credit is exempt under the circumstances of this transaction from the registration requirements of the Act. In this regard, however, it may be fairly stated that in light of the absence of any case law or legislative history on this question the existence of the 1986 SEC Release, the 1987 SEC Release and a series of “no-action” letters expressing the enforcement position of the staff with respect thereto should be persuasive to such a court as to the proper interpretation of a statute which the Commission and its staff have been charged by Congress to administer.

In rendering the opinion expressed below, we have considered (a) the “no-action” letters referred to above, (b) the policy embodied in the International Banking Act of 1978 pursuant to which the United States has formally adopted a policy of national treatment concerning the regulation of the operations of foreign banks in the United States and in accordance with which domestic and foreign banks in the United States in like circumstances are to be accorded parity of treatment, (c) the 1986 SEC Release, (d) the 1987 SEC Release and (e) such other legal matters as we have deemed relevant for the purpose of such opinion.

Based on the foregoing, although we are aware of no legislative history directly on point and while no court has, to our knowledge, considered the question, we are of the opinion that a court should hold that the Letter of Credit issued under the circumstances contemplated above is exempt from the registration requirements of the Act.

This opinion is rendered to you in connection with the issuance of the above-referenced Bonds and may not, without our written consent, be used or relied upon by you in any other capacity or by any other person for any purpose whatsoever.

Very truly yours,

Not Seasonally Adjusted Estimates by Place of Residence

Labor Force Estimates

New Hampshire	Oct-17	Sep-17	Oct-16
Total Civilian Labor Force	742,910	743,350	748,220
Employed	724,990	723,900	729,790
Unemployed	17,920	19,450	18,430
Unemployment Rate	2.4%	2.6%	2.5%
United States (# in thousands)	Oct-17	Sep-17	Oct-16
Total Civilian Labor Force	160,465	161,049	159,783
Employed	154,223	154,494	152,335
Unemployed	6,242	6,556	7,447
Unemployment Rate	3.9%	4.1%	4.7%

Unemployment Rates by Area

Counties	Oct-17	Sep-17	Oct-16
Belknap	2.3%	2.5%	2.4%
Carroll	2.4%	2.7%	2.5%
Cheshire	2.3%	2.6%	2.4%
Coös	2.8%	3.1%	2.9%
Grafton	2.0%	2.3%	2.2%
Hillsborough	2.6%	2.7%	2.6%
Merrimack	2.1%	2.3%	2.2%
Rockingham	2.6%	2.8%	2.6%
Strafford	2.1%	2.4%	2.1%
Sullivan	2.1%	2.3%	2.2%

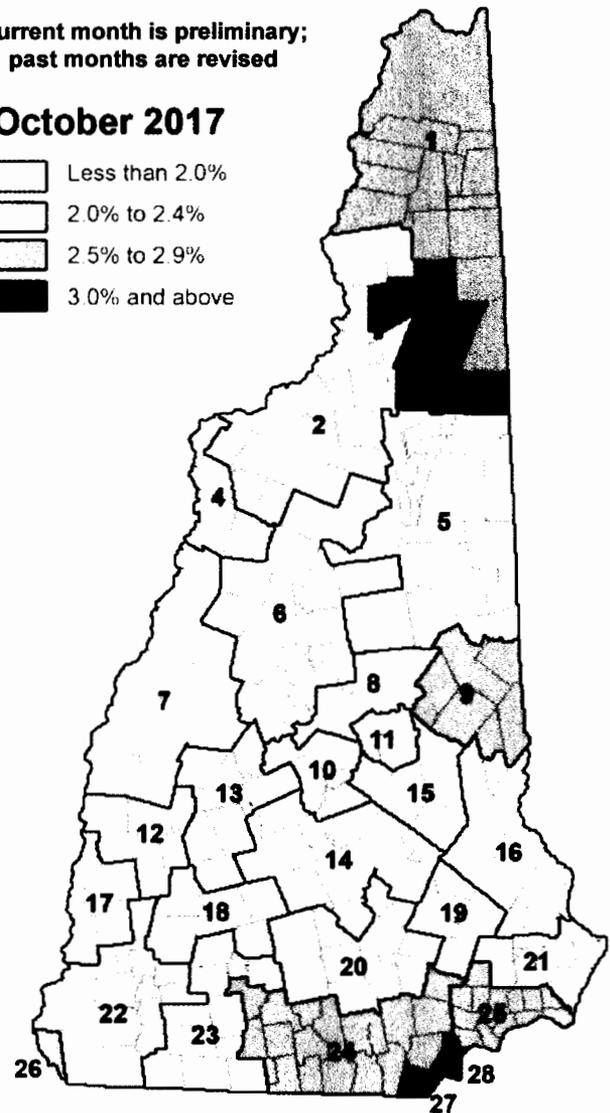
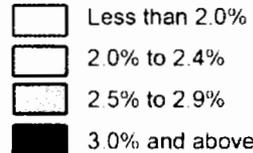
Map Key	Labor Market Areas	Oct-17	Sep-17	Oct-16
1	Colebrook, NH-VT LMA, NH Portion	2.9%	3.6%	3.2%
2	Littleton, NH-VT LMA, NH Portion	2.3%	2.5%	2.5%
3	Berlin NH Micropolitan NECTA	3.2%	3.5%	3.1%
4	Haverhill, NH LMA	2.3%	2.6%	2.5%
5	Conway, NH-ME LMA, NH Portion	2.2%	2.6%	2.3%
6	Plymouth, NH LMA	2.0%	2.2%	2.3%
7	Lebanon, NH-VT Micropolitan NECTA, NH Portion	1.9%	2.2%	2.0%
8	Meredith, NH LMA	2.2%	2.6%	2.1%
9	Wolfeboro, NH LMA	2.7%	2.9%	2.8%
10	Franklin, NH LMA	2.2%	2.6%	2.5%
11	Laconia, NH Micropolitan NECTA	2.3%	2.6%	2.7%
12	Expanded Claremont, NH estimating area	2.2%	2.4%	2.3%
13	New London, NH LMA	2.2%	2.6%	2.4%
14	Concord, NH Micropolitan NECTA	2.0%	2.2%	2.1%
15	Belmont, NH LMA	2.2%	2.4%	2.3%
16	Dover-Durham, NH-ME Metropolitan NECTA, NH Portion	2.1%	2.4%	2.1%
17	Charlestown, NH LMA	2.1%	2.3%	2.1%
18	Hillsborough, NH LMA	2.3%	2.5%	2.4%
19	Raymond, NH LMA	2.3%	2.5%	2.4%
20	Manchester, NH Metropolitan NECTA	2.4%	2.6%	2.4%
21	Portsmouth, NH-ME Metropolitan NECTA, NH Portion	2.3%	2.5%	2.2%
22	Keene, NH Micropolitan NECTA	2.3%	2.6%	2.4%
23	Peterborough, NH LMA	2.4%	2.6%	2.5%
24	Nashua, NH-MA NECTA Division, NH Portion	2.7%	2.8%	2.7%
25	Seabrook-Hampstead Area, NH Portion, Haverhill-Newburyport-Amesbury MA-NH NECTA Division	2.8%	2.9%	2.9%
26	Hinsdale Town, NH Portion, Brattleboro, VT-NH LMA	2.7%	2.9%	2.9%
27	Pelham Town, NH Portion, Lowell-Billerica-Chelmsford, MA-NH NECTA Division	3.4%	3.6%	3.5%
28	Salem Town, NH Portion, Lawrence-Methuen-Salem, MA-NH NECTA Division	3.2%	3.3%	3.1%

Unemployment Rates by Region

Not Seasonally Adjusted	Oct-17	Sep-17	Oct-16
United States	3.9%	4.1%	4.7%
Northeast	4.2%	4.3%	4.4%
New England	3.4%	3.5%	3.3%
Connecticut	4.3%	4.0%	4.2%
Maine	3.0%	3.0%	3.4%
Massachusetts	3.3%	3.5%	2.8%
New Hampshire	2.4%	2.6%	2.5%
Rhode Island	3.9%	3.7%	4.7%
Vermont	2.3%	2.9%	2.5%
Mid Atlantic	4.5%	4.6%	4.9%
New Jersey	4.7%	4.8%	4.6%
New York	4.6%	4.7%	4.8%
Pennsylvania	4.2%	4.4%	5.2%

Current month is preliminary;
past months are revised

October 2017



New Hampshire unemployment and labor force estimates are calculated using a regression model which depends on Current Population Survey (CPS) estimates. City and town estimates are calculated using the Bureau of Labor Statistics "Handbook Method" and then adjusted to the State levels.

**A RESOLUTION AUTHORIZING UP TO \$50,000,000 OF BONDS FOR A PROJECT FOR
LONZA AMERICA INC. IN PORTSMOUTH**

WHEREAS, the Business Finance Authority of the State of New Hampshire (the "Authority") has been requested by Lonza America Inc. (the "Borrower") to finance the construction of an industrial facility, consisting of facilities for the collection, treatment and disposal of solid wastes (together, the "Solid Waste Project") at the manufacturing complex of Lonza Biologics Inc., a wholly-owned subsidiary of the Borrower (the "Subsidiary"), at 101 International Drive at the Pease International Tradeport in the City of Portsmouth, New Hampshire (the "Complex") by issuing up to \$50,000,000 of its revenue bonds to finance a portion of the Solid Waste Project (the "Solid Waste Bonds") under RSA 162-I (the "Act"); and

WHEREAS, the Authority took official action with respect to the financing of the Solid Waste Project by passing a resolution on March 31, 1998 approving the issue by it of up to \$50,000,000 in aggregate principal amount of Solid Waste Bonds, which maximum aggregate principal amount was increased to \$100,000,000 by resolution of the Authority passed on December 9, 2002, and further increased to \$200,000,000 by resolution of the Authority passed on June 18, 2007; and

WHEREAS, pursuant to such official actions, the Authority issued with respect to a portion of the Solid Waste Project (i) \$34,000,000 of Solid Waste Bonds on December 10, 1998, (ii) \$30,000,000 of Solid Waste Bonds on April 29, 2003, and (iii) \$25,000,000 of Solid Waste Bonds on September 15, 2005, totaling \$89,000,000 of the up to \$200,000,000 authorized for Solid Waste Bonds; and

WHEREAS, on September 21, 2009, at the request of the Borrower, the Authority took official action with respect to the Solid Waste Project, the financing of wastewater treatment facilities at the Complex (together, the Sewage Project") and a recovery zone project at the Complex (the "Recovery Zone Project") by passing a resolution on September 21, 2009 approving the issue of up to an additional \$200,000,000 in aggregate principal amount of its revenue bonds for the Solid Waste Project, the Sewage Project and the Recovery Zone Project; and

WHEREAS, pursuant to such official action, the Authority issued \$35,000,000 of its revenue bonds with respect to the Recovery Zone Project (the "Recovery Zone Bonds") on October 28, 2010 of the up to \$200,000,000 additional amount authorized for Solid Waste Bonds, revenue bonds to finance the Sewage Project and Recovery Zone Bonds together; and

WHEREAS, the Authority has been furnished with (a) information and materials about the Borrower and portions of the Solid Waste Project not yet financed with revenue bonds of the Authority (the "Proposed Project"), including the environmental benefits of the Proposed Project, (b) evidence that the Underwriter, as hereinafter defined, is willing to underwrite one or more series of up to \$50,000,000 of Solid Waste Bonds to finance the Proposed Project, (c) the proposed INDENTURE OF TRUST to be dated the date of issue of such series of Solid Waste Bonds (the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee"), pursuant

to which such series of Solid Waste Bonds will be issued and secured, (d) the proposed LOAN AGREEMENT to be dated the date of issue of such series of Solid Waste Bonds (the "Agreement") between the Authority and the Borrower under which the Borrower will covenant to make loan payments sufficient to provide for the payment of principal and purchase prices of, and premium, if any, and interest on, such series of Solid Waste Bonds and such other payments as may be required under the Act, (e) the proposed TAX EXEMPTION CERTIFICATE AND AGREEMENT to be dated the date of issue of such series of Solid Waste Bonds (the "Tax Agreement") among the Authority, the Trustee and the Borrower, (f) the proposed BOND PURCHASE AGREEMENT to be dated on or prior to the date of issue of such series of Solid Waste Bonds (the "Bond Purchase Agreement") among the Authority, the Borrower and the Underwriter, (g) information deemed relevant by the Authority in determining whether to allocate a portion of the private activity bond limit of the State of New Hampshire (the "State") to such series of Solid Waste Bonds pursuant to RSA 162-M and (h) other information, materials and assurances deemed relevant by the Authority;

IT IS HEREBY RESOLVED THAT:

Section 1. Findings. On the basis of the information, materials and assurances received by the Authority and considered by it at an open meeting, the Authority finds:

(a) Special Findings:

(1) The Proposed Project consists of the acquisition, construction and installation of structures, facilities and equipment to be located at the Complex, which will be used by the Borrower, by and through the Subsidiary, in the collection, treatment and disposal of solid wastes. The Proposed Project is within the definition of "industrial facility" in the Act and may be financed under the Act; and

(2) The establishment and operation of the Proposed Project will create and preserve employment opportunities within the State and will help to protect and enhance the physical environment of the State.

(b) General Findings:

(1) The Proposed Project and the proposed financing of the Proposed Project are feasible;

(2) The Borrower and the Subsidiary have the skills and financial resources necessary to operate the Proposed Project successfully;

(3) The Agreement and the Indenture contain provisions so that under no circumstances will the Authority be obligated directly or indirectly to pay Proposed Project costs, debt service or expenses of operation, maintenance and upkeep of the Proposed Project except from proceeds of such series of Solid Waste Bonds or from funds received under the Agreement, exclusive of funds received thereunder by the Authority for its own use;

(4) Neither the Agreement nor the Indenture purport to create any debt of the State with respect to the Proposed Project, other than a special obligation of the Authority acting on behalf of the State under the Act; and

(5) The proposed financing of the Proposed Project by the Authority and the proposed operation and use of the Proposed Project will serve one or more needs and implement one or more purposes set forth in RSA 162-I:1, will preserve or increase the social or economic prosperity of the State and one or more of its political subdivisions, and will promote the general welfare of the State's citizens.

Section 2. Determination and Recommendation. The Authority finds that the proposed financing, operation and use of the Proposed Project will serve a public use and provide a public benefit and determines that the Authority's financing of the Proposed Project will be within the policy of, and the authority conferred by, the Act. The Authority recommends to His Excellency, the Governor, and The Honorable Council that they make findings and a determination similar to those set forth above, and for that purpose the Executive Director is directed to transmit to the Governor and Council copies of this resolution, the materials received by the Authority with respect to the Proposed Project and any other documentation and information the Governor and Council may request.

Section 3. Authorization of the Indenture, the Agreement, the Tax Agreement and the Bond Purchase Agreement. The Authority shall be a party to the Indenture, the Agreement, the Tax Agreement and the Bond Purchase Agreement, and the Chairman, Vice Chairman, Treasurer and Executive Director are each authorized to execute and deliver the Indenture, the Agreement, the Tax Agreement and the Bond Purchase Agreement on behalf of the Authority substantially in the forms presented to this meeting but subject to such changes as the person so signing may approve, his or her signature being conclusive identification of the document as the Indenture, the Agreement, the Tax Agreement and the Bond Purchase Agreement (with approved changes, if any, including without limitation, approval of one or more maturity dates for such series of Solid Waste Bonds not to exceed 35 years from the date of issuance of such series of Bonds and approval of an underwriter other than Thornton Farish Inc., as set forth in the Bond Purchase Agreement, which other underwriter must be a member of the National Association of Securities Dealers, Inc. and acceptable to the Borrower) authorized by this resolution.

Section 4. Authorization and Sale of the Bonds. The Authority shall issue such series of Solid Waste Bonds in the aggregate amount of up to \$50,000,000 as provided in the Indenture; the Chairman, or the Vice Chairman, or the Treasurer, and any other member of the Board or the Executive Director, are authorized to execute such Bonds; and the purchase of such Bonds by the Underwriter, set forth in the Bond Purchase Agreement (the "Underwriter"), as provided in the Bond Purchase Agreement is hereby authorized and approved. The Authority consents to the use of a Limited Offering Memorandum substantially in the form of the draft Limited Offering Memorandum presented at this meeting.

Section 5. Actions Not to Be Taken Until After Approval by Governor and Council. The actions authorized by Sections 3 and 4 above (meaning specifically the execution

of the Indenture, the Agreement, the Tax Agreement and the Bond Purchase Agreement and the issue of such series of Solid Waste Bonds) shall not be taken until such time as the Governor and Council have made the findings and determination required by Section 9 of the Act, it being the intent of the Authority that the various actions on its behalf which are authorized above are subject to the action of the Governor and Council as required by the Act.

Section 6. Bond Proceeds. The proceeds of such series of Solid Waste Bonds shall be deposited with and disbursed by the Trustee in accordance with the Indenture.

Section 7. Approval of Project. The establishment of the Proposed Project, all in accordance with the provisions of the Agreement, is hereby approved for the purposes of, and to the extent required by, the Act.

Section 8. Allocation of Private Activity Bond Limit. The Authority hereby allocates to such series of Solid Waste Bonds up to \$50,000,000 of the State's private activity bond limit pursuant to RSA 162-M.

Section 9. Other Actions by Officers. The Chairman, the Vice Chairman, the Treasurer and the Executive Director are each authorized to take all other actions and execute, deliver or receive such instruments or certificates as they determine are necessary on behalf of the Authority in connection with the whole transaction authorized by the preceding sections of this resolution, but subject in all events to Section 5 hereof. Without limiting the generality of the foregoing, such officers may execute and deliver: receipts; financing statement forms under the Uniform Commercial Code; certificates as to facts, estimates and circumstances; information returns for private activity bond issues for the purposes of federal income taxes; and certificates as to proceedings taken, incumbency of officers or any other facts for any other purposes, including the certification required by Section 149(e)(2)(F) of the Internal Revenue Code of 1986, as amended.

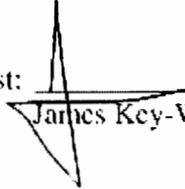
Section 10. Discharge of Lien. The Chairman, the Vice Chairman, the Treasurer or the Executive Director, whenever requested by the owners of the Bonds or required by the Indenture, may join in the partial release or final discharge of the lien of the Indenture.

Section 11. Authorization of Change of Dates. Without limiting any other discretion conferred in this resolution, the date of the Indenture, the Agreement, the Tax Agreement, the Bond Purchase Agreement and the date of the Bonds as executed may be any date or dates acceptable to the Borrower, the Trustee and the officers of the Authority executing the Indenture, the Agreement, the Tax Agreement, the Bond Purchase Agreement and the Bonds.

Section 12. Effective Date. This resolution shall take effect upon its passage.

Passed: November 30, 2017

Attest:


James Key-Wallace, Clerk

SUMMARY OF REQUIRED STATUTORY FINDINGS OF THE GOVERNOR AND COUNCIL UNDER RSA 162-I

(The materials appearing in quotations below are extracts from RSA 162-I:9. Dots indicate deleted provisions relating to matters that are not relevant to this transaction.)

* * *

Special Findings

“(1) For any project, the governor and council shall specify the type of facility and shall find that the project to be financed is within the definition of the (type of facility) and may be financed under this chapter.”

The Project consists of the acquisition, construction and installation of structures, facilities and equipment consisting of solid waste disposal facilities (the “Project”) located at the manufacturing complex of Lonza Biologics Inc., a wholly-owned subsidiary (the “Subsidiary”) of Lonza America Inc. (the “Borrower”), at 101 International Drive at the Pease International Tradeport in the City of Portsmouth (Form BFA-1 under Tab #3 and Authority Resolution under Tab #8). The Project is an “industrial facility” within the meaning of RSA 162-I:2 VII(a) and may therefore be financed under the Act.

* * *

“(2) If the facility is an industrial facility, the governor and council shall find that the establishment and operation of the facility will either create or preserve employment opportunities directly or indirectly within the state or help to protect and enhance the state’s physical environment, or will accomplish both purposes;”

The Borrower expects the Project to create approximately 109 new jobs when fully operational (page 2 of Tab #3). The Borrower also expects that the Project will help to protect and enhance the physical environment of the State of New Hampshire, in particular the area of the City of Portsmouth (page 2 of Tab #3).

* * *

General Findings

“For any project, the governor and council shall find that:

- (1) The project and the proposed financing of the project are feasible;”

Thornton Farish Inc. has agreed to underwrite the Bonds (Tab #6). The application of the Borrower, which included the Full-Year Report 2016 and the Half-Year Report 2017 of Lonza Group Ltd., of which the Borrower is a wholly-owned subsidiary, also supports the finding (Tab #3).

“(2) The proposed user has the skills and financial resources necessary to operate the facility successfully;”

The materials relating to the Borrower and the Subsidiary under Tab #3 support this finding.

* * *

“(3) The financing and security documents contain provisions so that under no circumstances will the authority be obligated directly or indirectly to pay project costs, debt service or expenses of operation, maintenance and upkeep of the facility except from bond proceeds or from funds received under the financing or security documents, exclusive of funds received under the documents by the authority for its own use;”

The INDENTURE OF TRUST to be dated the date of issuance of the Bonds (the “Indenture”) between the Authority and Regions Bank, as trustee (the “Trustee”) (Tab #4) is the security document. Section 2.3 of the Indenture contains an express statement to the effect required concerning the limited obligation of the Authority.

The LOAN AGREEMENT to be dated the date of issuance of the Bonds (the “Agreement”) between the Authority and the Borrower (Tab #5) is the financing document. The preamble of the Agreement contains an express statement to the effect required concerning the limited obligation of the Authority; Section 4.2 of the Agreement obligates the Borrower to pay all debt service on the Bonds when it is due; Section 5.4 of the Agreement requires the Borrower or the Subsidiary to pay costs of maintaining insurance with respect to the Project; Section 5.5 of the Agreement requires the Borrower or the Subsidiary to pay all costs of operation, maintenance and upkeep of the Project; and Section 5.9 of the Agreement requires the Borrower or the Subsidiary to pay taxes, assessments or other charges levied or imposed in respect of the Project.

* * *

“(4) Neither the financing document nor the security document purports to create any debt of the state with respect to the facility, other than a special obligation of the authority acting on behalf of the state under this chapter; and”

Express language to this effect is found in Section 2.3 of the Indenture under Tab #4 and in the language in small caps in the Bond form in the Indenture. Also, see the language in the preamble of the Agreement.

* * *

“(5) The proposed financing of the project by the authority and the proposed operation and use of the facility will serve one or more needs and implement one or more purposes set forth in RSA 162-I:1, will preserve or increase the social or economic prosperity of the state and one or more of its political subdivisions, and will promote the general welfare of the state’s citizens.”

This finding can be based on the expectation of the Borrower that the Project will create approximately 109 new jobs when fully operational (page 2 of Tab #3) and that the Project will help to protect and enhance the physical environment of the State of New Hampshire, in particular the area of the City of Portsmouth (page 2 of Tab # 3).

* * *

Ultimate Finding and Determination Require by the
First Paragraph of RSA 162-I:9

“...the proposed financing, operation and use of the facility will serve a public use and provide a public benefit and ... the authority’s financing of the project will be within the policy of, and the authority conferred by, this chapter.”

The materials and information furnished and described above support, and enable the making of, the ultimate finding and determination. In particular, the expectation that the Project will create approximately 109 new jobs when fully operational (page 2 of Tab #3) and that the Project will help to protect and enhance the physical environment of the State of New Hampshire, in particular the area of the City of Portsmouth (page 2 of Tab #3) supports, and enables the making of, the ultimate finding and determination.