

NEW JERSEY ASSET & REBATE MANAGEMENT PROGRAM (“NJ/ARM”)

**SUPPLEMENT DATED OCTOBER 1, 2024
TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005**

This Supplement supplies additional information with respect to NJ/ARM and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005. Terms used in this Supplement shall be as defined in the Information Statement.

Effective October 1, 2024, NJ/ARM’s investment adviser and administrator, PFM Asset Management LLC (“PFMAM”) has consolidated its investment advisory accounts under its parent company, U.S. Bancorp Asset Management, Inc. (“USBAM”), an investment adviser registered with the U.S. Securities and Exchange Commission, under the Investment Advisers Act of 1940, as amended. PFMAM will continue to serve NJ/ARM as a brand operating as a division of USBAM. USBAM is a subsidiary of U.S. Bank, National Association (“U.S. Bank”). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. As a result of the consolidation, effective October 1, 2024, USBAM is the investment adviser and administrator to NJ/ARM.

Effective October 1, 2024, PFM Fund Distributors, Inc., the distributor of NJ/ARM’s shares, merged into its affiliate U.S. Bancorp Investments, Inc. (“USBI”), member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). U.S. Bancorp Investments, Inc. is an affiliate of USBAM. As a result of the merger, effective October 1, 2024, USBI is the distributor of NJ/ARM’s shares.

The date of this Supplement is October 1, 2024.

THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005, AS SUPPLEMENTED SEPTEMBER 5, 2024, JANUARY 7, 2022, SEPTEMBER 25, 2019, JUNE 12, 2019, JANUARY 16, 2013, JANUARY 7, 2011, JANUARY 30, 2009, JULY 28, 2006, AND DECEMBER 1, 2005. IT PROVIDES ADDITIONAL INFORMATION ABOUT NJ/ARM. A COMPLETE INFORMATION STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY CONTACTING A NJ/ARM REPRESENTATIVE AT 1-800-535-7829.

PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.



**SUPPLEMENT DATED SEPTEMBER 5, 2024
TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM” or “the Program”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005, as supplemented (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

On May 15, 2024, the Participants of the Program voted to establish a new Board of Directors, to oversee the Program. In conjunction with this change, the Advisory Board formerly described in the Program’s documents was dissolved. The Board of Directors will be comprised of no less than three (3) and no more than eleven (11) Directors who shall be elected by the Participants. The Board of Directors shall have such powers and responsibilities as set forth in the by-laws of the Program, as discussed below. There shall be officers of the Board, including a President, Vice President, Treasurer and Secretary, each of whom shall be a Director and who shall be appointed by the Board of Directors. The Board of Directors may, in their discretion, provide notice and agenda of any meeting of the Board of Directors. A majority of the Directors shall be present in person or by audio or video teleconference at any annual, regular or special meetings of the Board of Directors in order to constitute a quorum for the transaction of business at such meeting. The Participants elected three (3) Directors, and the Board of Directors held their first meeting on July 29, 2024.

On May 15, 2024, the Participants of the Program also voted to approve by-laws for the organization, management and administration of the Program, and approve the Fourth Amended and Restated Shared Services Investment Agreement (the “Fourth Amended and Restated Program Agreement”), by and among PFM Asset Management LLC (“PFMAM”), as Investment Adviser and Administrator, U.S. Bank, as Custodian, and the Board of Directors. The updates to the Fourth Amended and Restated Program Agreement include language to facilitate: (i) PFMAM’s ability to sub-contract certain of the administrative services that PFMAM provides to the Program to an affiliated third-party service provider, (ii) the establishment of the new Board of Directors; and (iii) a change in the method by which Units are calculated for the purpose of proxy voting. Additionally, the Fourth Amended and Restated Program Agreement extends the term of the agreement by an additional five (5) years, from the previous date of December 31, 2024 under the terms of the current agreement, to December 31, 2029. The Fourth Amended and Restated Program Agreement was ratified by the Board of Directors as of July 29, 2024, and is effective



New Jersey
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upon that date. The Program's by-laws and the Fourth Amended and Restated Program Agreement are available on the Program's website.

The date of this Supplement is September 5, 2024.

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**SUPPLEMENT DATED JANUARY 7, 2022 TO THE
INFORMATION STATEMENT DATED JANUARY 3, 2005****INTRODUCTION**

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM” or “the Program”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 as supplemented (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

Effective December 7, 2021, the Program’s investment adviser, PFM Asset Management LLC (“PFMAM”), is now a subsidiary of U.S. Bancorp Asset Management, Inc. (“USBAM”) The acquisition was initially announced July 8. PFMAM will continue to operate as a separate registered investment advisor serving your Program. A copy of the related press release is available on PFMAM’s website in the following location: <https://www.pfmam.com/newsroom>. As a result of this acquisition, certain updates to information regarding the Program’s Service Providers were necessary and are identified below.

Investment Advisor and Administrator

PFM Asset Management LLC
200 Princeton South Corporate Center
Suite 270A
Ewing, NJ 08628

PFMAM is an investment advisor registered with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended, and a subsidiary of USBAM. USBAM is a subsidiary of U.S. Bank National Association (“U.S. Bank”). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp.

Distributor

PFM Fund Distributors, Inc.
213 Market Street
Harrisburg, PA 17101

PFM Fund Distributors, Inc., an affiliate of PFM Asset Management LLC, offers shares of the Portfolios on a continuous basis. It is responsible for printing and distributing sales materials. PFM Fund Distributors, Inc., is a subsidiary of U.S. Bank. U.S. Bank is a separate entity and subsidiary of U.S. Bancorp.

Custodian

U.S. Bank N.A.
60 Livingston Avenue
St. Paul, Minnesota 55107

U.S. Bank holds each Portfolio's securities. In addition to internal governance, numerous federal agencies, including the Office of the Comptroller of the Currency ("OCC"), the Federal Reserve System and the Consumer Financial Protection Bureau ("CFPB"), supervise and inspect U.S. Bank and its parent company, U.S. Bancorp, to ensure sound banking practices and to protect clients. Appropriate information barriers relating to activities and data exist to facilitate fully independent and segregated oversight of client assets as custodian.

Custodial Arrangements

U.S. Bank National Association, St. Paul, MN, is Custodian for the Portfolios and individual investment accounts related to bond proceeds invested in the Program. The Custodian holds all cash and securities of the Portfolios and the individual investment accounts, except that certain securities owned by the Portfolios or individual investment accounts and subject to repurchase agreements may be held by other custodians acting for the Program or respective individual investment account. Neither the Custodian nor disbursing agent participate in determining the investment policies or in investment decisions. The investment advisor may not invest funds with, nor buy or sell any securities through, any affiliated service provider. The investment advisor, PFMAM, is a subsidiary of USBAM. USBAM is a subsidiary of U.S. Bank. U.S. Bank is a separate entity and subsidiary of U.S. Bancorp.

The date of this supplement is January 7, 2022.

THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005 AS SUPPLEMENTED SEPTEMBER 25, 2019, JUNE 12, 2019, JANUARY 16, 2013, JANUARY 7, 2011, JANUARY 30, 2009, JULY 28, 2006 AND DECEMBER 1, 2005. IT PROVIDES ADDITIONAL INFORMATION ABOUT NJ/ARM. A COMPLETE INFORMATION STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY CONTACTING A NJ/ARM REPRESENTATIVE AT 1-800-535-7829.

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**SUPPLEMENT DATED SEPTEMBER 25, 2019 TO THE
INFORMATION STATEMENT DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM” or “the Program”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 as supplemented (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

1. Address Change.

The address of the Program and the New Jersey office of PFM Asset Management LLC, the Investment Advisor and Administrator of the Program, has changed. The new address is:

200 Princeton South Corporate Center
Suite 270A
Ewing, NJ 08628

All references to the prior address contained within the Information Statement should be replaced with the new address listed above.

The date of this supplement is September 25, 2019.

THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005 AS SUPPLEMENTED JUNE 12, 2019, JANUARY 16, 2013, JANUARY 7, 2011, JANUARY 30, 2009, JULY 28, 2006 AND DECEMBER 1, 2005. IT PROVIDES ADDITIONAL INFORMATION ABOUT NJ/ARM. A COMPLETE INFORMATION STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY CONTACTING A NJ/ARM REPRESENTATIVE AT 1-800-535-7829.

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**SUPPLEMENT DATED JUNE 12, 2019 TO THE
INFORMATION STATEMENT DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM” or “the Program”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 as supplemented (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

1. NJ/TERM Series Replaced Former NJ/TERM Individual Investment Account

The NJ/TERM Individual Investment Account investment option is in its entirety replaced with NJ/TERM Series and, accordingly, all references have been changed. Information regarding the 1) investment objectives; 2) principal investment strategies; 3) main risks; 4) yields, fees, and expenses; 5) purchase of Units; and 6) redemption of Units of the NJ/TERM Series is set forth below and replaces existing language regarding the same. Also included is additional information that is specific to the NJ/TERM Series.

NJ/TERM Series - Participants must have an account open in the NJ/ARM Joint Account in order to invest in a NJ/TERM Series (“TERM Series”). Multiple TERM Series may be offered with staggered maturity dates. Each TERM Series is a portfolio of authorized investments and will have a series-specific termination date. A Participant only receives dividends from the investment of the TERM Series in which it is invested.

Investment Objective - To provide a fixed rate investment, subject to pre-set redemptions occurring from 60 days to 365 days from the time of investment, that will produce the highest earnings consistent with maintaining principal at maturity and meeting the redemption schedule. Each TERM Series seeks to return invested principal on its termination date or planned early redemption date (“Planned Early Redemption Date”) although the market value of portfolio securities held by the TERM Series may fluctuate prior to that date, and therefore may be greater or less than \$1.00 per Unit. There is also a penalty for an early redemption (“Premature Redemption”). A Premature Redemption or Planned Early Redemption occurs when a Participant withdraws invested funds prior to the scheduled termination date of the TERM Series; therefore, the net asset value (“NAV”) per Unit prior to the termination date may be less than \$1.00 per Unit.

Principal Investment Strategies - Each TERM Series invests exclusively in investments permitted for a local government investment pool by applicable New Jersey statutes. The TERM Series will maintain a rating in the highest category from a national recognized statistical rating organization and follow corresponding policies and procedures designed to comply with these rating guidelines.

Each TERM Series establishes an estimated yield on each investment based on the maturity date of the investment when the Units are purchased. The investment strategy of the TERM Series is to match, as closely as possible, the cash flows required to meet a Participant’s planned redemption, including the projected dividend, with the cash flows from the portfolio. Consistent with this

objective, active trading of securities held by the portfolio may be implemented with the objective of enhancing the overall yield on the portfolio.

A summary of the authorized investments is listed below.

SECTOR	PROGRAM PARAMATERS
Obligations of the U.S. Government, or its Agencies or Instrumentalities	Securities issued or guaranteed as to principal or interest by the U.S. Government or by its agencies or instrumentalities, including obligations of U.S. banks guaranteed by letters of credit issued by such agencies or instrumentalities.
Government Money Market Mutual Funds	U.S. Government money market funds registered with the Securities and Exchange Commission and rated AAA by a nationally recognized statistical rating organization.
Repurchase Agreements	Repurchase agreements collateralized by bonds or other obligations of the U.S. Government or obligations guaranteed by the U.S. Government; any obligation of a federal agency or instrumentality of the U.S. Government, which has a maturity not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest
Municipal Securities	Bonds or other obligations having a maturity date of not more than 397 days from the date of purchase, issued by a New Jersey school district, municipality, county, or entity subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c. 313 (C.40A:5A-1 et seq.).

Obligations purchased by the TERM Series may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes. These securities may have demand features which give the portfolio the right to demand payment of principal on specified dates or after giving a specified notice.

Main Risks - As with any investment, there are several factors that could affect the performance of a TERM Series, cause you to lose money or cause an investment in a TERM Series to return less than other investments. These risks include:

- **Credit risk.** The issuer of a security could fail to pay interest or principal in a timely manner. The credit quality of the TERM Series portfolio's holdings could change rapidly in certain markets, and the default or decline in credit quality of a single holding could cause the TERM Series Unit price be less than \$1.00 per Unit on the planned maturity date.
- **Premature redemption risk.** Early redemption penalties charged to a Participant or by the TERM Series could reduce or eliminate investment gains, and could mean that the amount that you receive is less than the initial investment.
- **Management risk.** Performance could be hurt by decisions made by the Investment Advisor, such as choice of investments or investment maturities or timing of buy/sell decisions.

An investment in a TERM Series is not insured or guaranteed by the FDIC or any other government agency. Although the TERM Series seeks to have the value of your investment on the planned redemption date be \$1.00 per Unit, it is possible to lose money by investing in the TERM Series.

Yield, Fees and Expenses - Below are links to view information on the fees and expenses you will pay when you buy and hold Units in a TERM Series. This information, along with available TERM

Series' yields, can also be obtained by contacting a Program Representative at 800.535.7829. Program information is also available at www.njarm.com.

- For details on fees and expenses, and to view the Program's prior year's audited financial statements click [here](#)
- To view the TERM Series' contractual fees please refer to the section entitled Expense of the Program

The projected yield quoted for any TERM Series investment is determined by dividing the expected net income per Unit for the period from the settlement date to the termination date by the purchase price per Unit, dividing this result by the actual number of days between the settlement date and the termination date, and multiplying the result by 365 or 366 as applicable.

The TERM Series may charge penalties for any redemptions prior to the termination date. As the penalty charged is based on actual costs incurred in effecting the redemption and protecting the interests of other TERM Series Participants, the actual amount of the penalty cannot be stated in advance.

Purchase and Sale of Series Units

Minimum Initial Investment: \$250,000

Minimum Subsequent Investment: \$250,000

Minimum Term: 60 days

Maximum Term: 365 days

Purchasing Units — TERM Series

Participants may invest in a TERM Series using the method below. Each investment will be given its own projected yield at the time of purchase. Yields will vary according to the term of the investment and the rates available at the time of the investment.

Call 800.535.7829 prior to placing an order to discuss the amount and term of the investment and for information on projected yield. The Investment Advisor may refuse any investment or limit the size of an investment. Orders will be processed on the same Business Day if an order to invest is received by 1:00 p.m. Eastern Time and good funds are available in a Participant's Joint Account by the close of business. Otherwise, orders will be processed on the next Business Day. Orders may also be entered for a future settlement date.

METHOD	INSTRUCTIONS	ADDITIONAL INFORMATION
Internal transfer from a Joint Account	Funds can be transferred from a Joint Account to a TERM Series account by calling a Program Representative at 800.535.7829	Units are redeemed from the Joint Account to cover the TERM Series purchase on the settlement date of the TERM Series investment.

Redeeming Units —TERM Series

Units can be redeemed by any of the methods below. Orders can be processed the same Business Day if they are received by 1:00 p.m. Eastern Time. Otherwise, orders will be processed the next Business Day.

TYPE OF REDEMPTION	INSTRUCTIONS	ADDITIONAL INFORMATION
Planned Early Redemption <i>Planned redemption prior to maturity date</i>	At the time an order for TERM Series Units is placed, a request for redemption on a Planned Early Redemption Date prior to the termination date for the TERM Series without the imposition of a penalty. This allows a Participant to access funds prior to the termination date for the TERM Series without the imposition of a penalty.	The redemption value per Unit for Units being redeemed on a Planned Early Redemption Date is equal to the original purchase price for such Units plus dividends thereon, less such Units' allocation of any losses incurred by the TERM Series (other than losses resulting from Premature Redemption of Units of the TERM Series).
Premature Redemption <i>Redemption prior to maturity date</i>	Send notification to the Administrator requesting redemption prior to the maturity date, or notify the Administrator by calling a Program Representative at 800.535.7829 and follow up with written notification. Seven Business Days after the request is received, redemption proceeds will be transferred to the Participant's Joint Account; Participants may also request a wire or ACH of the proceeds from a Joint Account to a pre-authorized bank account.	Premature Redemption amounts must be for the entire investment or, for partial redemptions must be in increments of \$100,000 Redemption value per Unit will equal the purchase price plus dividends earned to the redemption date minus any losses incurred by the TERM Series and any Premature Redemption Penalty assessed as a result of the premature redemption.
Maturity	No action required. Maturity redemption value will be reinvested at maturity date in Joint Account.	Redemption value per Unit will equal the purchase price plus dividends (at the projected yield) minus any losses incurred by the TERM Series (not counting those resulting from Premature Redemptions).

Additional Information Specific to the TERM Series

The investment portfolio of each TERM Series is accounted for independent of the investment portfolio of any other series or portfolio of the Program. In the event a TERM Series portfolio were to realize a loss (whether of principal or interest), no contribution would be made to such TERM Series from any other series or portfolio of the Program to offset such loss. No series would constitute security or collateral for any other series or portfolio of the Program.

Dividends – A projected dividend rate is determined when Units are purchased and the dividend is declared and paid on maturity or on the Planned Redemption or Premature Redemption Date. Dividends on Units of each TERM Series are declared and paid on the termination date of each TERM Series, unless the Units are redeemed before the termination date of a TERM Series (a Premature Redemption or Early Redemption), in which case dividends will be declared and paid when the Units are redeemed.

If you redeem Units on a date preceding the terminate date (a Premature Redemption or Planned Early Redemption), then dividends will be declared and paid on the date of the Premature Redemption or Planned Early Redemption equal to the projected yield for such Units to that date, less any losses affecting projected yield attributable to such Units, plus an additional dividend, if any, equal to any excess net income of the TERM Series attributable to such Units. Any excess net income of a TERM Series on the termination date will be distributed as an additional dividend only to the

Units of the TERM Series that are outstanding on the termination date of the TERM Series, and the excess net income will be allocated on a pro rata basis to all Units then outstanding. Additional dividends, if any, will be transferred to the Participant's Joint Account from which the original TERM Series purchase was made.

Investment securities may be distributed to the Participants in any TERM Series in lieu of cash if the Investment Advisor determines that such distributions would be in the best interest of the Participants in a TERM Series. The investments made for the TERM Series are in money market instruments of generally short maturities. The Investment Advisor may attempt to maximize yields through trading, to take advantage of short-term market variations. These strategies may result in high TERM Series turnover. However, since the costs of transactions of the type in which the TERM Series engages are small, high turnover rate is not expected to adversely affect net asset values or yields.

Allocation of Losses - Any losses incurred by a TERM Series (other than losses resulting from Premature Redemptions of Units of the TERM Series) will be allocated among all Units of the TERM Series outstanding at the time such loss is incurred. Such a loss may result from a default on an investment or from a sale of an investment. If such a loss occurs, the redemption value per Unit could be lower than that on which the projected yield was quoted at the time of issuance of the Unit.

Premature Redemption Penalty - The penalty for a Premature Redemption, if applicable, will be calculated by the Program's Investment Advisor and will be equal to (i) all penalty charges, losses and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting any of the investments in the TERM Series in order to pay the Premature Redemption and (ii) an amount sufficient to maintain the projected yield on the remaining Units in the TERM Series to the stated termination date for the TERM Series, less any losses affecting projected yield attributable to such Units. Thus, a Premature Redemption of Units may result in a penalty which could reduce the return and the principal value of the investments in amounts not ascertainable at the time Units of the TERM Series are issued. The redemption value per Unit could be lower than the purchase price, and the return could be lower than the projected yield quoted at the time of purchase.

Valuation of Units - The redemption value per Unit for any TERM Series will be determined on any day when redemptions are made and on termination of the TERM Series. It is the intent of the Program to manage each TERM Series in a manner that produces a Unit price of at least \$1.00 on the termination date.

The Investment Advisor, on behalf of the Program, determines the net asset value of the Units of the TERM Series at the close of each Business Day for the purpose of computing fees. The net asset value per share for each TERM Series is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding Units of the TERM Series as of the day the calculation is made. Each TERM Series is managed to provide a fixed-rate, fixed-term investment for Participants; however, the market value of the underlying assets will, prior to their maturity, tend to fluctuate inversely with the direction of interest rates. It is the intent of the Program to manage the TERM Series in a manner that produces a Unit price of \$1.00 on the termination date of the TERM Series; however, there can be no guarantee that this objective will be achieved.

2. Change in NJ/ARM Joint Account Cut Off Times

Cut off times for the NJ/ARM Joint Account (“Joint Account”) have changed. The cutoff time for receipt of orders for same day transactions is 2:00 p.m. Eastern Time on a Business Day. The cut off time for receipt of orders for next day ACH transactions is 4:00 p.m. on a Business Day. Existing information related to the purchase and redemption of Units of the Joint Account is replaced in its entirety with the following:

Purchasing Units — Joint Account

Participants may invest in the Joint Account using one of the methods below. All investments must be paid in U.S. dollars and must be drawn on a U.S. bank or a U.S. branch of a foreign bank. All investments must meet the investment minimums and other terms described in the Joint Account Program Summary. The Investment Advisor may in its sole discretion refuse any investment or limit the size of an investment.

METHOD	INSTRUCTIONS	ADDITIONAL INFORMATION
Wire (same-day settlement)	<p>Transactions can be initiated on any Business Day using EON or by calling 800.535.7829 before 2:00 p.m. Eastern Time. The following information must be provided:</p> <ul style="list-style-type: none"> • Participant’s name and account number or account name • Amount being wired • Name of the bank sending the wire <p>The sending bank should be instructed to initiate the wire to the Program’s bank on the same day. Detailed instructions can be found at www.njarm.com or by calling 800.535.7829.</p>	<p>The Program does not charge fees for receiving wires. However, the sending bank may charge for wiring funds. It is the Participant’s responsibility to ensure that immediately available funds are received by NJ/ARM on the settlement date.</p> <p>If funds are not available on the settlement date, a fee may be assessed.</p> <p>Requests received after 2:00 p.m. Eastern Time will be processed on the next Business Day.</p>
ACH transfer (settles next Business Day)	<p>Before initiating an ACH transfer for the first time, call 800.535.7829 and register for ACH transfers.</p> <p>Initiate an ACH transaction on any Business Day using EON or by calling 800.535.7829 before 4:00 p.m. Eastern Time.</p>	<p>Funds will transfer overnight and begin earning dividends on the next Business Day.</p> <p>Requests received after 4:00 p.m. Eastern Time will be processed on the next Business Day and will begin earning interest two Business Days after the request is received.</p>
Check (typically settles the Business Day after the Custodian receives the check deposit)	<p>Checks to purchase Units should be endorsed as follows:</p> <ul style="list-style-type: none"> • For deposit only: NJ/ARM • Further credit: (entity name and account number) Deposit tickets can be brought directly to a Wells Fargo branch 	<p>Units will be issued when the check deposit is credited and available to the Participant’s account in the form of Federal Funds. This procedure may take two or more Business Days.</p>
Online	<p>Before initiating an online transaction for the first time, an EON account must be activated by calling 800.535.7829 or by visiting www.njarm.com. Use EON to place wire or ACH orders</p>	

Redeeming Units — Joint Account

Participants may redeem all or any portion of the Units in their account on any Business Day. Units will be redeemed at the NAV per Unit next determined after receipt of a request for redemption. This determination is made at the close of each Business Day. Funds may be redeemed in any of the ways shown below.

METHOD	INSTRUCTIONS	ADDITIONAL INFORMATION
Wire (same-day settlement)	<p>Use EON or call 800.535.7829 on any Business Day to request a redemption and the transfer of proceeds using the bank account on file with the Program.</p> <p>Requests received before 2:00 p.m. Eastern Time will be wired on the same Business Day.</p> <p>Requests received after 2:00 p.m. will be wired on the next Business Day.</p>	<p>Wire transfers will only be initiated if the instructions authorizing wire transfers to the specified bank have been submitted in writing to the Administrator prior to the request.</p> <p>The Administrator must be notified, in writing, of any changes to the specified bank account on file with the Program.</p> <p>Requests received after 2:00 p.m. Eastern Time on a Business Day will be processed on the following Business Day.</p>
ACH transfer (settles next Business Day)	<p>Before initiating a transfer for the first time, call 800.535.7829 and register for ACH transfers.</p> <p>Initiate an ACH transaction using EON or by calling 800.535.7829 before 4:00 p.m. Eastern Time.</p>	<p>Funds will transfer overnight and become available the next Business Day.</p> <p>Requests received after 4:00 p.m. Eastern Time on a Business Day will be initiated on the next Business Day and will be available at the specified bank two Business Days after the notice is received.</p> <p>ACH transfers will only be initiated if the instructions authorizing ACH transfers to the specified bank have been submitted in writing to the Administrator prior to the request.</p> <p>The Administrator must be notified in writing of any changes to the specified bank account on file with the Program.</p>
Online	<p>Before initiating an online transaction for the first time, an EON account must be activated by calling</p> <p>800.535.7829 or by visiting www.njarm.com Use EON to place wire or ACH orders.</p>	
Redemption of All Funds in Account	<p>Requests for redemption of all funds in an account must be received prior to 2:00 p.m. Eastern Time on a Business Day. The proceeds will be sent to you by a same-day wire or next-day ACH transfer according to your instructions.</p>	<p>Accounts will remain open for future purchases, unless otherwise instructed.</p>

The date of this supplement is June 12, 2019.

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**SUPPLEMENT DATED JANUARY 16, 2013
TO NJ/ARM INFORMATION STATEMENT
DATED JANUARY 3, 2005**

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM” or “the Program”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 as supplement to date (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

The Program will be managed substantially in accordance with recently adopted amendments to Rule 2a-7 of the Investment Company Act of 1940, as amended.

Effective immediately, the third paragraph of the section titled “VALUATION OF UNITS – JOINT ACCOUNT” is replaced in its entirety with the following:

To minimize the possible adverse effects of changes in interest rates and to help maintain a stable net asset value of \$1.00, the Joint Account will maintain a dollar weighted average portfolio maturity of not more than 60 days and a dollar-weighted average life (portfolio maturity computed to final maturity without regard to interest rate adjustments on investments) of 120 days or less. Additionally, the Joint Account will not purchase any security with a remaining maturity of more than 397 days and will only invest in securities determined by the Investment Administrator to be of high quality with minimal credit risk.

Effective immediately, the following non-fundamental investment restriction is added to the end of the first paragraph of the section titled “INVESTMENT OBJECTIVES AND POLICIES – INVESTMENT GUIDELINES AND RESTRICTIONS”:

- (5) Purchase any security if, as a result, more than 5% of its net assets would be invested in securities that are deemed to be illiquid because they are subject to legal or contractual restrictions on resale or because they cannot be sold or disposed of in the ordinary course of business at approximately the prices at which they are valued.

For purposes of the Program’s illiquid securities limitation discussed above, if through a change in values, net assets, or other circumstances, the Program were to be in a position where more than 5% of its net assets were invested in illiquid securities, it would consider appropriate steps to protect liquidity.

Effective immediately, the second sentence of the section titled “HOW TO INVEST” is replaced in its entirety with the following:

The Investment Administrator will process investments on any Business Day. A Business Day is any day that (1) both the Federal Reserve Bank of New York and the Program’s Custodian are open for business and (2) the primary trading markets for the Program’s portfolio instruments are open and the Program’s management believes there is an adequate market to meet purchase and redemption requests. Additionally, the Program is authorized not to open for trading on a day that is otherwise a Business Day if the Securities Industry and Financial Markets Association (“SIFMA”) recommends that the primary

trading markets close. The Program may also close early on a Business Day if the SIFMA recommends that primary trading markets close early.

In light of anticipated limited availability for money market securities and fixed income settlement capacity limitations, Management has determined that the Program will not be open for business on Good Friday even if the primary trading markets are open. Specifically, no Federal Reserve wire settlement will occur, purchases and redemptions will not be accepted and no settlement will occur for the Program.

The date of this Supplement is January 16, 2013.

THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005 AS SUPPLEMENTED JANUARY 7, 2011, JANUARY 30, 2009, JULY 28, 2006 AND DECEMBER 1, 2005. IT PROVIDES ADDITIONAL INFORMATION ABOUT NJ/ARM. A COMPLETE INFORMATION STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY CONTACTING A NJ/ARM REPRESENTATIVE AT 1-800-535-7829.

PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.

**SUPPLEMENT DATED JANUARY 7, 2011
TO NJ/ARM INFORMATION STATEMENT
DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 and subsequent supplements thereto (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

Ernst & Young LLP (“E&Y”) is succeeding Ford, Scott & Associates, LLC (“Ford Scott”), as the Auditor of NJ/ARM beginning with the fiscal year ended December 31, 2010. As such, all references to Ford Scott contained in the Information Statement should be replaced with E&Y.

The date of this Supplement is January 7, 2011.

**THIS IS A SUPPLEMENT TO THE INFORMATION STATEMENT DATED JANUARY 3, 2005
AS SUPPLEMENTED JANUARY 30, 2009, JULY 28, 2006 AND DECEMBER 1, 2005. IT
PROVIDES ADDITIONAL INFORMATION ABOUT NJ/ARM. A COMPLETE INFORMATION
STATEMENT, INCLUDING ALL SUPPLEMENTS, IS AVAILABLE UPON REQUEST BY
CONTACTING A NJ/ARM REPRESENTATIVE AT 1-800-535-7829.**

PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.

**SUPPLEMENT DATED JANUARY 30, 2009
TO NJ/ARM INFORMATION STATEMENT
DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset and Rebate Management Program and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 (the "Information Statement"). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

The following changes are made to the Information Statement:

On page 4, the section titled "Authorized Investments" should include the following addendum:

Obligations purchased by the NJ/ARM Joint Account may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes. These securities may have demand features which give the portfolio the right to demand payment of principal on specified dates or after giving a specified notice. Adjustable rate securities and securities subject to demand features may be deemed to have maturities shorter than their stated maturity dates if such determination is consistent with the requirements of Rule 2a-7 of the Investment Company Act of 1940 as it applies to such obligations.

**SUPPLEMENT DATED JULY 28, 2006
TO NJ/ARM INFORMATION STATEMENT
DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset & Rebate Management Program (“NJ/ARM”) and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 and subsequent supplements thereto (the “Information Statement”). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

The address of the New Jersey office of PFM Asset Management LLC, the Investment Advisor and Administrator of the Program, and of the Program, has changed. The new address is:

Princeton Metro Center III
821 Alexander Road, Suite 110
Princeton, NJ 08540

References to the address contained in the following sections should be replaced:

- Summary – Investment Advisor and Administrator - Page 2
- Procedures for Participating in the Program - Page 7
- Investment Administrator - Page 16
- Exhibit B – Account Registration Form , Page B-1
- Back Cover

**THIS SUPPLEMENT TO THE INFORMATION STATEMENT PROVIDES
ADDITIONAL INFORMATION ABOUT THE PROGRAM.**

PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.

**SUPPLEMENT DATED DECEMBER 1, 2005
TO NJ/ARM INFORMATION STATEMENT
DATED JANUARY 3, 2005**

INTRODUCTION

This Supplement supplies additional information with respect to the New Jersey Asset and Rebate Management Program and should be read in conjunction with the NJ/ARM Information Statement dated January 3, 2005 (the "Information Statement"). Terms used but not defined in this Supplement shall be as defined in the Information Statement.

CHANGES TO INFORMATION STATEMENT

The following changes are made to the Information Statement:

On page 16, the section titled "Yield Information" is replaced with the following:

YIELD INFORMATION

Current yield information for the Joint Account may, from time to time, be quoted in reports, literature and advertisements published by the Program. The current yield of the Joint Account, which is also known as the current annualized yield or the current seven-day yield, represents the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical account with a balance of one share (normally \$1.00 per share) over a seven-day base period expressed as a percentage of the value of one share at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7.

The Program may also quote a current *effective* yield of the Joint Account from time to time. The current effective yield represents the current yield compounded to assume reinvestment of dividends. The current effective yield is computed by determining the net change (exclusive of capital changes and income other than investment income), over a seven day period in the value of a hypothetical account with a balance of one share at the beginning of the period, dividing the difference by the value of the account at the beginning of the period to obtain the base period return, then compounding the base period return by adding 1, raising the sum to a power equal to 365 divided by 7, and subtracting 1 from the result. The current effective yield will normally be slightly higher than the current yield because of the compounding effect of the assumed reinvestment.

The Program also may publish a "monthly distribution yield" on each Participant's month-end account statement. The monthly distribution yield represents the net change in the value of a hypothetical account with a value of one share (normally \$1.00 per share) resulting from all dividends declared during a month by the Joint Account expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month. Unless the publication or advertisement includes yield quotations current to the most recent month ended seven business days prior to the date of use of the advertisement, the advertisement will include a

legend that identifies either a toll-free (or collect) telephone number or a website where a Participant may obtain a current quotation or all information required for the calculation of such current yield is available.

At the request of Participants, the Program may also quote the current yield of the Joint Account from time to time on bases other than seven days for the information of its Participants.

The yields of the Joint Account quoted by the Program or any of its representatives should not be considered a representation of the yield of the Joint Account in the future, since the yield is not fixed. Actual yields will depend on the type, quality, yield and maturities of securities held by the Joint Account, changes in interest rates, market conditions and other factors.

The yield quoted for any NJ/TERM investment is determined by dividing the expected net income per share for the period from the settlement date to the scheduled redemption date by the purchase price per share, dividing this result by the actual number of days between the settlement date and the scheduled redemption date, and multiplying the result by 365 or 366 as appropriate.

NEW JERSEY

NJ/ARM

ASSET & REBATE
MANAGEMENT
PROGRAM



Information Statement

This Information Statement provides detailed information about the New Jersey Asset & Rebate Management Program. Please read the Information Statement carefully before you invest in the Program and retain it for future reference.

Dated as of January 3, 2005

Information Statement

Dated as of January 3, 2005

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THIS INFORMATION STATEMENT IS DATED AS OF JANUARY 3, 2005
AND PROVIDES DETAILED INFORMATION ABOUT THE PROGRAM.
PLEASE READ IT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE.

Summary

This Information Statement contains information regarding the New Jersey Asset & Rebate Management Program (“NJ/ARM” or the “Program”). The Program has been established as a joint investment vehicle by local governmental units in the State of New Jersey (the “State”) pursuant to the Interlocal Services Act, as amended (N.J.S.A. 40:8A-1 et seq.) (the “Interlocal Services Act”) and the New Jersey Local Fiscal Affairs Law (N.J.S.A. 40A:5-2) (“Local Fiscal Affairs Law”) to make available to counties, municipalities, school districts, authorities, or other political subdivisions of the State (“Local Governments”), and where applicable, any bond trustee acting on behalf of such Local Government, a convenient method for investing and accounting for surplus cash and debt proceeds. The Program seeks to invest tax-exempt bond and note proceeds in compliance with arbitrage rebate requirements of the Federal Internal Revenue Code of 1986, as amended (the “Code”). The Program also provides for record keeping, depository and arbitrage rebate calculation. The governing instrument of the Program (the “Program Agreement”) is the Amended and Restated Interlocal Services Investment Agreement dated December 13, 2004 by and among PFM Asset Management LLC as Investment Advisor and Administrator (“Investment Administrator”), Wachovia Bank, N.A., as Custodian, and the Local Governments who are participants in the Program (“Participants”).

Investment Options. The Program offers a joint investment account and an individual investments account. The joint investment account (the “Joint Account”) provides a convenient method for Local Governments to pool funds for temporary investing. Yield is computed daily and funds invested may be withdrawn at any time without penalty.

The individual investments account (the “Individual Investments Account”) provides Local Governments a vehicle to purchase and hold short-term, fixed-rate investments to meet specific investment needs of the Local Government. One type of Individual Investments Account currently available is NJ/TERM which provides fixed-term investment with maturities of up to one year. NJ/TERM offers a fixed rate on one or more particular investments and seeks to obtain a high rate of return. A projected dividend rate is determined when Units in NJ/TERM are purchased and the dividend is declared and paid on the redemption date for NJ/TERM Units. NJ/TERM seeks to return all invested principal at the scheduled redemption date. Withdrawal of funds prior to the scheduled redemption date, may result in a gain or loss of principal. Premature withdrawal from NJ/TERM may result in a penalty, as described below under NJ/TERM – Redemption Value of Prematurely Redeemed Units.

Investment Objectives. The Joint Account seeks to attain as high a level of current income as is consistent with the preservation of principal and the maintenance of liquidity. The Program purchases only investments of the type in which Local Governments are permitted by applicable New Jersey statutes to invest funds on hand and the proceeds of their debt obligations. (See “Investment Objectives and Policies.”)

How to Open an Account. To participate in the Program, a Local Government must first enact an ordinance or a resolution, as appropriate, and submit it to the Investment Administrator. An Account Registration Form must be completed and submitted to the Investment Administrator prior to investing any funds. Investments may be made by same day wire transfer, next day ACH transfer, or by check. Participants that wish to invest by check should contact the Investment Administrator for instructions. (See “How to Invest.”)

How to Withdraw Funds. Funds may be withdrawn from the Joint Account by wire transfer or next day ACH transfer by initiating the transaction on the Internet at www.njarm.com or calling the Investment Administrator at 1-800-535-7829. Individual Investments Account funds will be transferred to an account or accounts within the Joint Account from which they may be withdrawn. Upon request, the Investment Administrator will provide a Participant with checks which the Participant may make payable to any payee. When a check is presented to the Custodian for payment, Units in the Joint Account will be redeemed automatically in the amount necessary to pay the check and, in the case of an Individual Investments Account, investments will be redeemed at market prices and cash will be transferred to the Joint Account and redeemed to pay the check. (See “How to Withdraw.”)

Costs. All costs of the Joint Account are accrued daily as a deduction from accrued investment income. Under the Program Agreement, all of the costs of the Joint Account are paid by the Investment Administrator from the fee (the “Daily Fee”) paid to the Investment Administrator from the assets of the Joint Account. All costs associated with accounts in the Individual Investments Account, including NJ/TERM, must be paid by the appropriate individual Participant (See “Expenses of the Program”).

Investment Of Local Government Funds Only. The Program is designed to invest exclusively surplus funds and proceeds of debt issued by Local Governments in the State of New Jersey.

An investment in NJ/ARM is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Joint Account seeks to preserve the value of a Participant’s investment at \$1.00 per share, it is possible to lose money by investing in the Joint Account.

The Program is not sponsored by or affiliated with the State of New Jersey or any division, political subdivision, fund or program thereunder.

Investment Advisor and Administrator. The Program’s Investment Advisor and Administrator is PFM Asset Management LLC (“PFM”), 224 Strawbridge Drive, Suite 104, Moorestown, New Jersey 08057 and One Keystone Plaza, Suite 300, Harrisburg, Pennsylvania 17101.

Custodian. Wachovia Bank, National Association, 123 South Broad Street, Philadelphia, PA 19101, is the Custodian for all Program cash and investments (“Custodian”).

Special Counsel. McManimon & Scotland, One Riverfront Plaza, 4th Floor, Newark, New Jersey 07102, is Special Counsel to the Program (“Special Counsel”).

Auditor. The financial statements of the Joint Account are audited annually by Ford, Scott, Seidenburg & Kennedy, Ocean City, New Jersey (“Auditor”). The fiscal year for the Joint Account ends December 31. Individual Investments Accounts are not audited by the Auditor.

For further information or assistance, call the Investment Administrator at 1-800 5357829.

Purpose

The Program has been established as a joint investment program by Local Governments in the State pursuant to the Interlocal Services Act and the Local Fiscal Affairs Law to provide a comprehensive mechanism for investment of surplus funds and proceeds of tax-exempt and taxable financings of Local Governments including accounting and arbitrage rebate calculation services. The Program is a means for Local Governments in the State to invest collectively the proceeds of borrowings and other funds on hand. Local Governments that invest in the Program (“Participants”) purchase units of beneficial interest in the investment assets of the Joint Account and, as appropriate, in an Individual Investments Account (the “Units”).

The business of the Program and the rights and responsibilities of the participating Local Governments are set forth in an Amended and Restated Interlocal Services Investment Agreement dated December 13, 2004 by and among the participating Local Governments, the Investment Administrator and the Custodian (“Program Agreement”). The Program Agreement is an amendment and restatement of a New Jersey Asset & Rebate Management Trust Agreement dated September 30, 2000 (“Prior Agreement”). More than 2/3 of the Local Governments who are Unit holders in the Joint Account by weighted voting based upon the value of Units held in the Joint Account have given their consent to the amendment and restatement of the Prior Agreement. Local Governments who are Participants in the Program may withdraw from the Program at any time, without penalty in the case of funds invested in the Joint Account; redemption on demand of Units of investment in Individual Investments Accounts and in NJ/TERM involves a possible loss of principal.

The Program seeks to provide Participants with the following benefits:

Preservation of Principal. Investments in the Program are made only in high quality instruments in which the Local Governments are permitted by applicable New Jersey statutes to invest their surplus funds and bond proceeds and in accordance with certain other investment policies of the Program designed to preserve capital. (See “Investment Objectives and Policies”.)

Liquidity. Investments in the Program may be made on any Program Business Day, and all or a portion of a Participant’s investment may be withdrawn at any time. However, premature redemptions from an Individual Investments Account, including a NJ/TERM, investment may result in loss of principal and, possibly, in the case of a NJ/TERM investment, substantial penalties, which could reduce the investment return and principal amount of the investment.

Income. The Program seeks to earn the highest income consistent with preserving principal and maintaining liquidity.

Arbitrage Rebate Compliance. For the proceeds of tax-exempt borrowings, the Program is designed to assist Participants in complying with certain arbitrage rebate requirements of the Code and the Arbitrage Rebate Regulations set forth in Treasury Regulations Sections 1.1480 et seq. (the “Regulations”). Investment documentation is maintained in accordance with requirements of the Regulations, and rebate calculations are prepared for all Participants by the Investment Administrator in a manner and at such times as to enable Participants to comply with the Regulations. The Program is also designed to assist Participants in determining whether they have satisfied the expenditure tests for any available exceptions to the arbitrage rebate requirements contained in the Code and Regulations and to provide calculations of penalties due in lieu of rebate payments.

Convenience. The Program offers the option of investing by electronic funds transfer or check. Participants in the Joint Account do not have to schedule investment maturities to meet payment or project draw schedules. Participants can use the Internet to check account balances and activity, and to initiate transactions in the Joint Account.

Professional Management. Program investments are directed by investment professionals that follow both general economic and current market conditions affecting interest rates.

Diversification. Each Participant in the Joint Account will own Units in a diversified portfolio of high quality investment instruments. An Individual Investments Account, including a NJ/TERM investment, may be limited to high quality money market instruments of a single issuer.

Accounting, Safekeeping and Separate Accounts. The Program provides a system which accounts for each Participant's investments in compliance with local government accounting and auditing requirements, and does all of the bookkeeping and safekeeping associated with the ownership of securities.

Advisory Board

The Program Advisory Board is comprised of seven officials representing local governments that have joined NJ/ARM. Each jurisdiction (county, municipality, authority and board of education) has at least one representative on the Advisory Board. The Advisory Board meets approximately once each year to discuss the Program's investment strategy and performance. Advisory Board members evaluate NJ/ARM's investment options and the quality of service provided to Participants and recommend improvements when necessary. The Advisory Board's role is entirely advisory, and the Board has no authority to remove any service provider to the Program or to change any of the Investment Guidelines.

The Advisory Board consists of:

Ron Angelo - Treasurer, City of Summit

Debe Besold - Business Administrator, Bedminster Board of Education

Al Dispoto - Treasurer, Bergen County

John Hansen - Director of Financial Management, City of Ocean City

Maria Mento - Chief Financial Officer, Atlantic County Utilities Authority

Steve Zielinski - Treasurer (retired), Mercer County

Advisory Board members are appointed by the Investment Administrator in consultation with other Program service providers. Advisory Board members serve voluntarily and are not compensated for their services.

There currently exists one vacancy on the Advisory Board.

Investment Objectives and Policies

The Program is organized and operated in a manner and in accordance with investment objectives and policies intended to:

- Preserve principal.
- Place investments, document investment transactions and, where applicable, account for all proceeds of tax-exempt borrowings in a manner that is in accordance with the arbitrage rebate provisions of the Internal Revenue Code and applicable regulations, rulings and procedures for tax exempt bond proceeds.
- Provide liquidity for Participants in the Joint Account so that they have ready access to their funds.
- Provide as high a level of current income as is consistent with preservation of principal and maintenance of liquidity.

THERE CAN BE NO ASSURANCE THAT THE INVESTMENT OBJECTIVES OF THE PROGRAM WILL BE ACHIEVED.

Authorized Investments. The Investment Administrator will invest available cash in the Joint Account and the Individual Investments Account exclusively in investments which are, from time to time, legal investments for the proceeds of obligations and other funds on hand with Local Governments. Under current law legal investments of the Joint Account consist of U.S. Government securities that meet the definition of eligible securities pursuant to the U.S. Code of Federal Regulations (Title 17, Section 270.2a-7) and repurchase agreements that are collateralized by U.S. Government securities in

which New Jersey Local Governments may make direct investments. The Joint Account is intended to qualify as a “Local Government Investment Pool” within the definition of Section 15.1 of the New Jersey Local Fiscal Affairs Law. The Program has adopted Investment Guidelines and Restrictions which incorporate the requirements of the New Jersey Local Fiscal Affairs Law. The Special Counsel to the Program has given its opinion that the Joint Account satisfies the requirements to be a Local Government Investment Pool under the Local Fiscal Affairs Law.

Authorized Investments for Individual Investments Accounts consist of the following:

- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- (2) Government money market mutual funds.
- (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligations bear a fixed rate of interest not dependent on any index or other external factor.
- (4) Agreements, not exceeding 30 days in duration, for the repurchase of fully collateralized securities permitted pursuant to paragraphs (1) and (3) (“Repurchase Agreements”).
- (5) Bonds or other obligations having a maturity date of not more than 397 days from the date of purchase, approved by the Division of Investment of the State Department of the Treasury for investment by Local Governments.
- (6) Bonds or other obligations of the Participants or bonds or other obligations of school districts within the jurisdiction of the Participant.

Repurchase Agreements. A repurchase agreement involves the sale of securities to the Joint Account or Individual Investments Account, and the concurrent agreement by the seller to repurchase the securities within a specified period of time at an agreed upon price, thereby establishing the yield which accrues during the holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The Joint Account or Individual Investments Account will obtain actual title to and take possession either physically or constructively of the securities which are the subject of the repurchase agreement. It is the Program’s policy to enter into repurchase agreements only with dealers in United States Government securities which are recognized as “primary dealers” by the Federal Reserve System, or with commercial banks having assets in excess of \$1 billion. Securities purchased by the Program for the Joint Account or any Individual Investments Account, subject to repurchase agreements, are limited to the obligations of the United States Government and agencies of the United States described under “Authorized Investments” above, but may have maturities longer than one year. At the time a repurchase agreement is made, the underlying securities will always have a market value at least equal to their initial purchase price. If an agreement is in effect for more than one day, the Program’s Investment Administrator is responsible for monitoring the value of the underlying securities and, in the event their market value drops below the value of the initial purchase price plus the accrued yield, the counter-party is required to provide additional securities or money. All securities underlying repurchase agreements are required to be delivered to the Program’s Custodian or to such other custodians agreed to by the Custodian and the Investment Administrator. The Investment Administrator shall not take possession of or act as custodian for any assets of the Program but shall direct delivery thereof to the Custodian (or to such other custodian agreed to by the Custodian and the Investment Administrator). At the expiration of each repurchase agreement, which, in the case of an Individual Investment Account, may not exceed 30 days from the date of the repurchase agreement, the Custodian receives payment of the principal and interest earned under the agreement as a condition for the transfer of the underlying securities to the other party. If the other party fails to pay the agreed upon repurchase price on the expiration date, the risks to the Joint Account Participants or to an Individual Investments Account Participant in such event may include any decline in the value of the underlying securities to an amount which is less than the repurchase price, any costs of disposing of such securities, and any loss from any delay in foreclosing on such securities.

Obligations of Agencies or Instrumentalities of the United States Government. Certain short-term obligations of agencies or instrumentalities of the United States Government purchased by the Program may only be backed by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, securities issued by the Federal Home Loan Bank Board are supported only by the credit of the agency or instrumentality that issues them, and not by the United States Government; and securities issued by the Federal Farm Credit System and Fannie Mae are supported by the agency's or instrumentality's right to borrow money from the United States Treasury under certain circumstances.

Documentation of Market Price. The Investment Administrator will follow certain procedures to document that investments in the Program which emanate from tax-exempt borrowing proceeds are purchased at a "fair market value" in accordance with requirements of the Code and related regulations and rulings. These procedures include obtaining three bids or offers for all securities transactions in the secondary market, documenting transaction prices using independent pricing services and following such other practices deemed necessary or advisable to ensure that applicable provisions of the Code and Regulations are complied with.

Investment Guidelines and Restrictions. The Program has adopted the following investment restrictions and guidelines (the "Investment Guidelines"). The Program will not:

- (1) Purchase any securities other than those described above under "Authorized Investments"; or
- (2) Invest in securities of any issuer in which an employee, agent or advisor of the Program is an officer or director; or
- (3) Make loans, except that the Joint Account and Individual Investments Accounts may enter into repurchase agreements as permitted by law; or
- (4) Borrow money or pledge, hypothecate or mortgage its assets.

In addition, the Joint Account:

- (a) will be managed in accordance with 17 C.F.R. §270.2a-7;
- (b) will be rated in the highest category by a nationally recognized statistical rating organization;
- (c) will be in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (C.52:14B-1 et seq.) by the Local Finance Board of the Division of Local Government Services in the State Department of Community Affairs, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
- (d) will not invest in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value, utilize an index that does not support a stable net asset value or invest in repurchase agreements which are not collateralized by investments in United States bonds or federal agency bonds which are lawful investments for Individual Investments Accounts; and
- (e) will purchase and redeem investments directly from the issuer, government money market fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within the State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, c. 93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserve for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

The Program's Investment Guidelines may be changed only by amending the program Agreement. The Investment Administrator and Custodian agree that the Program Agreement will be amended if it is deemed necessary to conform with changes in State statutes governing the investment of funds by Local Governments or changes in the Code or Regulations. (See "Description of Program Agreement" and "Valuation of Units.")

Procedures for Participating in the Program

Participation in the Program requires the approval of the governing body of the Local Government by ordinance or resolution, as appropriate. A model ordinance/resolution is included as Exhibit A to this Information Statement and similar language may be included in an ordinance or resolution authorizing issuance of tax-exempt debt obligations. Procedures may differ for a particular Local Government. Local Governments should consult with their legal counsel regarding the required form of action (either ordinance or resolution) and the procedures for enactment or adoption.

Once this action has been taken, prospective Participants must complete the appropriate Account Registration Form (attached as Exhibit B to this Information Statement) and forward it, along with a certified copy of the ordinance or resolution, to:

New Jersey Asset & Rebate Management Program (NJ/ARM)
224 Strawbridge Drive, Suite 104
Moorestown, New Jersey 08057

There is no limit to the number of accounts that can be opened by a Participant. Additional Account Registration Forms are provided for this purpose. The Investment Administrator will notify the Local Government of its approval of the application(s) and the account number(s) assigned. The Investment Administrator, on behalf of the Program, reserves the right to reject any application in its sole discretion.

Instructions provided by the Participant in the Account Registration Form will remain in effect until the Investment Administrator receives written notification from the Participant to change them. Any changes to addresses, account registrations, names or signatures of authorized officials, or other critical information will require appropriate documentation. Instructions or forms may be obtained by calling the Investment Administrator at the toll free number (1-800-535-7829) or on the Internet at www.njarm.com.

How to Invest

Before funds are invested in the Program, Participants should contact the Investment Administrator to open appropriate accounts and must complete an Account Registration Form for each account in the form attached as Exhibit B. The Investment Administrator will process investments only on the days that the Custodian is open for business (a "Business Day"). The Investment Administrator may also request a schedule of expected withdrawals, which will be used in managing the Program investments to help assure adequate overall liquidity.

Same Day Wire. A same day wire permits the investment of funds in Units of the Program immediately upon receipt by the Custodian. To make a wire transfer investment a Participant must follow both of the following steps:

Step 1. Initiate the transaction on the Internet at www.njarm.com or by calling the Investment Administrator at 1-800-535-7829 or faxing to 1-856-235-6882 with the following information:

- Participant's Account Name
- Amount being wired
- Participant's NJ/ARM Account Number
- Type of wire – Federal Reserve or bank
- Name of bank sending wire

Step 2. Instruct your bank to wire funds (Federal Reserve wire, if possible) to:

- Wachovia Bank, N.A.
- ABA #031201467
- Credit to NJ/ARM
- Account Number: 2000006151472
- Further Credit to: Participant's Name:
- Reference: Participant's NJ/ARM Account Number:

Important: Participants must initiate an Internet transaction or notify the Investment Administrator by telephone of a deposit before 12:00 noon Eastern time on a Program Business Day, and a wire convertible to Federal Funds on a same-day basis must be received that day by the Custodian if the investment is to begin earning income that day.

The Program does not charge a fee for receipt of these wires. However, a Participant's bank may charge a fee for wiring funds.

Next Day ACH Transfer. Next day ACH transfer utilizes the Federal Reserve Bank's Automated Clearing House (ACH), which allows for the next day movement of funds. A Participant may initiate an Internet transaction or call the Investment Administrator prior to 2:30 p.m. and give instructions for the movement of funds from its financial institution to the appropriate NJ/ARM account. Funds will transfer via ACH overnight and begin earning interest the next Business Day. Please contact the Investment Administrator at 1-800-535-7829 for appropriate forms and further details.

Direct Deposit Program. The Program provides appropriate forms and procedures for establishing direct deposit into the Program of third-party payments.

Checks by Mail. The Investment Administrator can provide instructions on how to invest by check. Checks will be deposited when received by the Custodian and proceeds will be invested when they are converted to Federal Funds. This procedure may take two or more Business Days. Instructions for depositing checks by mail are available by contacting the Investment Administrator at 1-800-535-7829.

It is not advisable to use checks for investment of proceeds of tax-exempt borrowings. Checks deposited by the Program will be invested in Units when they are converted into Federal Funds. Conversion to Federal Funds may take two or more Business Days from the date of receipt of the check.

Special Requirements for Bond Proceeds. Participants are advised to invest proceeds of tax-exempt borrowings by same day wire transfer, as any other method could result in delays in investing funds and, for rebate calculation purposes, may limit the Investment Administrator's ability to track the investment of all bond proceeds through a single account from the time of actual settlement on the bond issue.

Unless all funds from a particular bond issue are invested through the Program immediately upon receipt by the Participant, and unless the recommended withdrawal procedures are followed, the Investment Administrator may decline to provide arbitrage compliance assistance or may require additional information from the Participant to provide such assistance, or the Investment Administrator may not be able to complete a Rebate Calculation Report, or may have to qualify the Rebate Calculation Report. The Program may accept bond proceeds which previously have been deposited or invested outside of the Program, subject to the preparation of a Rebate Calculation Report for the period prior to deposit with the Program. The Investment Administrator will provide instructions and assistance in arranging for preparation of this report. (See "Rebate Calculation Services.")

The Investment Administrator, on behalf of the Program, reserves the right to reject any investment and to limit the size of a Participant's account.

How to Withdraw

A Participant may withdraw all or any portion of the funds in a Program account at any time by requesting a wire transfer, a next day ACH transfer, or by writing a check payable to a third party. For those assets of a Participant held in Units in the Joint Account, Units will be redeemed at the net asset value per Unit next determined after receipt of a request for withdrawal (normally \$1.00 per Unit). Funds may be withdrawn in any of the following ways:

By Same Day Wire Transfer. Participants may request a wire transfer of funds in the Joint Account on the Internet at www.njarm.com or by calling the Investment Administrator on any Business Day at 1-800-535-7829. If the Internet or phone request is received prior to 12:00 noon, funds will be wired to the Participant's designated account that same day. Requests received after 12:00 noon will be processed on the next Business Day. Funds will remain invested in the Joint Account until the day they are wired. Funds may be transferred by wire only to the bank account specified in the Participant's Account Registration Form. Changes to the Participant's specified bank account must be received in writing before they can be effective.

By Next Day ACH Transfer. Next day ACH transfer utilizes the Federal Reserve System's Automated Clearing House (ACH), which allows for the next Business Day movement of funds. Participants may request an ACH transfer of funds in the Joint Account on the Internet at www.njarm.com or by calling the Investment Administrator at 1-800-535-7829. If the Internet or phone request is received prior to 2:30 p.m., funds will be transferred via ACH overnight to the Participant's designated account. Funds will remain invested in the Joint Account until the day they are transferred. Funds may be transferred by ACH only to the bank account specified in the Participant's Account Registration Form. Changes to the Participant's specified bank account must be received in writing before they can be effective.

By Check. Upon request, the Investment Administrator will provide each Participant with a supply of checks imprinted with the Participant's name and account number for each of the Participant's accounts in the Joint Account. Checks are the recommended method of withdrawing bond proceeds, since they provide a clear audit trail of the expenditure of such proceeds. If checks are used, funds remain invested in the Joint Account until the check is presented to the Custodian for payment.

Checks may be made payable to anyone and deposited by the payee as with any other check. When these checks are presented to the Custodian for payment, the Program will redeem the appropriate number of full or fractional Units from the Participant's relevant account in the Joint Account to cover the amount of the check. Funds will continue to earn income until the check clears. If there are not sufficient Units to cover the Participant's check, the check will be returned to the bank at which it was presented for payment. Within four (4) business days of month-end an account statement, including cancelled checks or images of cancelled checks, will be mailed to the Participant. If images of cancelled checks are returned with the month-end account statement, the Investment Administrator will store the original cancelled checks for a period of three (3) years. Participants can receive copies of cancelled checks or images by calling the Investment Administrator at 1-800-535-7829.

At present, the Program does not charge for checkwriting privileges, nor, for the convenience of Participants, has it established any minimum check amount. The Program reserves the right to establish a minimum check amount or to terminate, suspend, or alter checkwriting privileges at any time.

Special Concerns and Limitations of Withdrawals

NJ/TERM – Premature Redemption. A Participant may withdraw funds invested in a NJ/TERM investment pursuant to a premature redemption request prior to the scheduled redemption date of the investment by redeeming a minimum of 100,000 Units and multiples thereof (a "Premature Redemption"). Notice of premature redemption must be given seven (7) days prior to redeeming Units in NJ/TERM. Participants can place a redemption order by calling the Investment Administrator at 1-800-535-7829 or faxing a written request for redemption to 1-856-235-6882.

On the withdrawal date for a planned redemption or a premature redemption, the Program will wire funds representing the redemption value of the Participant's NJ/TERM Units and dividends to the Participant's pre-authorized bank account, or deposit funds in the Participant's account in the Joint Account.

NJ/TERM – Redemption Value of Prematurely Redeemed Units. The redemption value per Unit for Units redeemed on a Premature Redemption date is equal to the original purchase price for such Unit, plus dividends thereon, less such Unit's allocation of any losses incurred by the Participant's investment, less a Premature Redemption Penalty, if any. The Premature Redemption Penalty will be calculated by the Investment Administrator and will be equal to all penalty charges, losses and other costs (including, without limitation, interest paid on funds borrowed to pay the redemption) associated with amending, terminating, selling or otherwise affecting the NJ/TERM investment. Thus, a Premature Redemption of Units may result in a penalty which could reduce the return and the principal value of the investment in amounts not ascertainable at the time Units of NJ/TERM are issued. Consequently, the redemption value per Unit could be lower than the purchase price of the Unit and the return could be lower than the projected yield quoted at the time of issuance of the Unit.

Individual Investments Accounts – Premature Redemption. The redemption value of investments in an Individual Investments Account which are prematurely redeemed at the direction of the Participant may be affected by fluctuations in interest rates, and the principal value of such prematurely redeemed investments may be greater, or less than the value at which such investments are carried.

Emergencies: Right to Suspend Withdrawals. The Program reserves the right to suspend the right of withdrawal or to postpone the date of payment of redemption proceeds of Units of the Program if the New York Stock Exchange is closed other than for customary weekend and holiday closings, if trading on that exchange is restricted, or if, in the opinion of the Investment Administrator, an emergency or other similar situation exists such that disposal of the Program's securities or determination of its net asset value is not reasonably practicable.

Safeguards on Withdrawals. Proceeds of redemptions will be sent only to the Participant's financial institution account specified on the appropriate Account Registration Form. Instructions on the Account Registration Form will remain in effect until the Investment Administrator receives written notification to change them. Thus, any changes to addresses, account registrations, or names or signatures of authorized officials, or other critical information will require appropriate documentation. Instructions and forms may be obtained by calling the Investment Administrator at 1-800-535-7829.

Withdrawals Only on Business Days. The Investment Administrator will process withdrawals only on days the Custodian and the Federal Reserve Bank of New York are open for business ("Business Days").

Individual Investments Account

The Program provides Participants with the option of investing all or a portion of their funds in one or more fixed rate investments outside of the Joint Account. These Individual Investments Accounts will be provided by the Investment Administrator upon receipt of specific instructions from the Participant. The Individual Investments Accounts will be held by the Custodian in an account in the Participant's name. Earnings and proceeds from the maturity or sale of any investment in the Individual Investments Account will be deposited automatically into the Participant's Joint Account where they may be withdrawn by the Participant.

Individual investments are designed to complement investment in the Joint Account by providing a fixed rate of interest on a portion of invested funds. They may be appropriate for Participants with relatively lengthy project drawdown schedules or for investment of debt service reserve funds and for certain funds subject to investment yield restrictions. The Investment Administrator is prepared to assist each Participant in evaluating the possible use of an Individual Investments Account. For further information, call the Investment Administrator at 1-800-535-7829.

All costs associated with a Participant's Individual Investments Account will be charged separately to the Participant pursuant to the execution of an Individual Portfolio Agreement by and between the Participant and Investment Administrator. (See "Expenses of the Program.")

In addition to the Individual Investments Account, Participants can also invest in NJ/TERM investments outside of the Joint Account. (See "Valuation of Units – NJ/TERM" for a further description of NJ/TERM.)

General Policies Concerning Arbitrage Rebate

The Program follows and recommends that Participants, when investing tax-exempt bond proceeds, follow certain practices designed to provide a clear audit trail for purposes of complying with the Regulations concerning arbitrage rebate. These include the following:

- (1) A Participant should invest all bond proceeds subject to the arbitrage rebate requirements through the Program on the same day as they are received by the Participant. This will enable the Program to track the investment and expenditure of these funds.
- (2) A Participant should, at the time of initial investment, identify all funds subject to the arbitrage rebate requirement that must be computed with reference to the same bond yield. A separate account in the Program should be established for each fund or funds subject to a different bond yield for arbitrage rebate computation purposes, by completing an Account Registration Form provided by the Investment Administrator. The Investment Administrator will provide advice on the number and type of accounts that will be needed to provide a clear audit trail.
- (3) A Participant should notify the Investment Administrator when making its initial investment whether all or some of the bond proceeds it is investing are expected to qualify for certain exceptions to rebate requirements commonly known as the spending exceptions. The spending exceptions include the "6-month exception," the "18-month exception" and the "2-year exception." In addition, if the bond proceeds are expected to qualify for the "2-year exception," the Participant should advise the Investment Administrator whether the Participant has elected to pay a penalty in lieu of rebate or to pay rebate if the spend-down percentages are not met.
- (4) A Participant should not draw down the entire bond proceeds account before providing for any rebate requirement or penalty payment.

When an account is opened, the Investment Administrator will request certain information from a Participant, including the issue date for the related bonds, to permit scheduling of an exception compliance report, whether the Participant expects to qualify for an exception to the arbitrage rebate requirement and whether an election to pay a penalty in lieu of rebate was made under the 2-year exception. Copies will be requested of the official statement, non-arbitrage certificate or other tax certificate, bond resolution and similar documents and IRS Form 8038-G. The Investment Administrator will send the Participant a Confirmation Letter which asks the Participant to confirm the information supplied by the Participant regarding its bonds, such as the bond yield, issuance date, and bond year election and any applicable rebate exceptions, penalty elections and yield restriction dates. The Investment Administrator relies on the accuracy of the information supplied by the Participant in the Confirmation Letter and the Investment Administrator will not make an independent determination of the bond yield or other information supplied in the Confirmation Letter. If the Participant supplies inaccurate information in the Confirmation Letter, or if the Participant fails to return a completed Confirmation Letter, then the rebate calculations and other rebate services provided by the Investment Administrator may not be accurate. For bond proceeds which were invested outside of the Program, with the opening of a Program account the Investment Administrator reserves the right to require the Participant to furnish a rebate calculation report, at the sole cost of the Participant, covering the period from the date of bond issuance to the date of investment in the Program.

Rebate Calculation Services

The Investment Administrator will provide estimates and formal reports of rebate liabilities as described below. Upon request, the Investment Administrator will provide an estimated interim rebate calculation report (an “Interim Estimate”) to a Participant whose bonds are subject to rebate. The Interim Estimate is only an estimate of the Participant’s rebate liability for the purpose of giving the Participant assistance in its planning and financial reporting. The Interim Estimate will summarize:

- The allowable investment yield;
- The Program investment activities for the relevant period; and
- The rebate liability to be paid at the end of the relevant period using the methodology and assumptions described below under the caption “Tax Matters.”
- If the Participant has elected the penalty in lieu of rebate for proceeds eligible for the 2-year spending exception, the Investment Administrator will prepare a report every six months until all such proceeds are expended determining the amount of the penalty payment.

For each bond issue for which a Participant notifies the Investment Administrator by means of the Account Registration Form that the proceeds invested through the Program are subject to rebate, as long as proceeds are invested through the Program the Investment Administrator will provide a formal rebate calculation report (a “Formal Report”) within 30 days after the fifth bond-year anniversary and each succeeding fifth bond year, and within 30 days after the date on which the last bond of an issue is discharged unless the Participant requests that a Formal Report be furnished for different computation dates. Participants may request a Formal Report at any other time or at a more frequent interval than every five years. The Formal Report will normally consist of a statement of cash flows and certain calculations of yields and earnings prepared by the Investment Administrator.

If all the bonds have been discharged as a result of a refunding, it is the responsibility of the Participant to provide timely notice to the Investment Administrator that such event has occurred and supply the Investment Administrator with any information required to complete the final Arbitrage Report.

A Participant could be liable for rebate payments in addition to the amount identified in the Formal Report if, among other things, there are changes in the Regulations, if the date of the Formal Report does not correspond with a Computation Date (as defined in the Regulations), if payment of the rebate amount is not made within 60 days of a Computation Date, if the yield on the related tax-exempt obligations changes, and/or if the Participant supplies incomplete or inaccurate information in the Confirmation Letter described in “General Policies Concerning Arbitrage Rebate” above.

It is advisable that a Participant not withdraw all of its funds prior to completion of rebate estimates and a Formal Report, and that withdrawals be made within the time frame described above in order to track all earnings accurately and to assist the Participant in fulfilling its rebate obligation. Participants may request an exception from these rules, but such an exception may result in the Participant having to fulfill its rebate obligation from another source of funds, and may make it impossible for the Investment Administrator to prepare a complete and accurate Formal Report.

Rebate Exception Services

As stated above under “General Policies Concerning Arbitrage Rebate”, a new Participant should inform the Investment Administrator by means of the Account Registration Form if it expects to qualify for an exception to the arbitrage rebate requirement and whether an election to pay a penalty in lieu of rebate was made pursuant to the 2-year exception. Thirty days before any expenditure test date contained in the Code or Regulations which is related to the 6-month exception, the 18-month exception or 2-year exception from the rebate requirements, the Investment Administrator will provide a notice to each Participant that has informed the Investment Administrator that it expects to qualify for a particular exception. The

notice will track the cumulative percentage of bond proceeds drawn from funds invested in the Program from any bond issue whose proceeds are at such time invested in the Program and compare the cumulative percentage of funds drawn to the requirements of the applicable exception to assist the Participant in determining its eligibility for such exception.

If, after the final test date, the Program records show that the required spend down percentage on each test date has been met, the Investment Administrator will provide an Exception Compliance Report to the Participant. If requested by the Participant, the Exception Compliance Report will include an opinion of Special Counsel at the Participant's cost for such an opinion. Such Exception Compliance Report will assume that all draws from the Program represent expenditures of bond proceeds by the Participant that occurred on or before the dates of the draws. Please consult the Investment Administrator regarding issues relating to an Exception Compliance Report.

Yield Restriction Services

If the Participant has returned its Confirmation Letter and such letter contains yield restriction information, the Investment Administrator will notify the Participant if any unspent funds invested with NJ/ARM have become yield restricted as a result of the end of an applicable temporary period. This notification will also include a discussion of options available to the Participant to comply with the yield restriction requirements under the Regulations. The Participant should consult with its bond counsel prior to determining how it intends to comply with the yield restriction requirements. If bond counsel determines that the Participant is eligible to make yield reduction payments and the Participant elects this option, the Investment Administrator will provide estimated yield reduction payment reports upon request. This report is only an estimate for the purpose of assisting the Participant in its planning and financial reporting. The estimate report will summarize:

- The allowable investment yield;
- The Program investment activities for the relevant period; and
- The yield reduction payment liability to be paid at the end of the applicable bond-year anniversary computed using the methodology and assumptions described under the caption "Tax Matters."

For each bond issue for which a Participant notifies the Investment Administrator that it has elected to make yield reduction payments, if necessary, to comply with yield restriction, the Investment Administrator will provide a formal yield reduction payment report within 30 days after the fifth bond year anniversary and each succeeding fifth bond year, and within 30 days after the date on which the last bond of an issue is discharged unless the Participant requests that a formal yield reduction payment report be furnished for different computation dates. Participants may request a formal yield reduction payment report at any other time or at a more frequent interval than every five years. The formal yield reduction payment report will normally consist of a statement of cash flows and certain calculations of yields and earnings prepared by the Investment Administrator.

It is the Participant's responsibility to notify the Investment Administrator if bonds have been refunded and/or discharged as the result of a refunding. The Participant should check with its bond counsel to make this determination and to identify if there are any transferred proceeds of the refunding bonds that should be yield restricted.

If after consulting bond counsel the Participant decides to actively yield restrict unspent funds to comply with yield restriction, the Investment Administrator will assist the Participant in this endeavor. This generally will involve purchasing State and Local Government Series (SLGS) securities or similar legal investments to maintain compliance with yield restriction. The actual size and maturity of investments will depend on such matters as the yield restriction status of the unspent proceeds, the applicable bond yield and current market conditions.

Other Services to Participants

Statements. Confirmations of each investment and each withdrawal of funds will be mailed to Participants within two days of the transaction. After the end of each month, a statement of each account will be mailed to each Participant which will show the dividend paid and the account balance as of the statement date. Any images or checks the Participant has written against a Joint Account which have been paid by the Program and cancelled during the month will be included in this statement.

Information Services. Toll free telephone service (800-535-7829) is available to Local Government officials to obtain information, including current yield, up-to-date account information, and a transaction history, and to receive instructions for the investment of bond proceeds or withdrawal of funds.

Technical Assistance. Technical and operational assistance is available through the same toll free number to Local Government officials who are considering the Program for investment purposes.

Estimated Earnings on Bond Proceeds and Projected Draws. Upon request, the Investment Administrator will provide estimates of future earnings on bond proceeds for Participants, based on the projected drawdown schedule provided by the Participant. The Investment Administrator may request estimates of project drawdown schedules from Participants from time to time to facilitate efficient investment of Program funds.

Website. Information regarding the NJ/ARM Program and its operations, along with Program documentation, can be found at www.njarm.com.

Online Services. Participants may access account information and initiate transactions via the Internet. Access to the system requires a password and user identification. After completing a registration process with the Investment Administrator, the system can be accessed through the Program's website by selecting "Account Access".

Income and Dividends

Joint Account. At 12:00 noon each Business Day, the net income (as defined below) of the Joint Account is determined and declared as a dividend to Participants of record as of the close of business on that day. Units purchased as of 12:00 noon begin earning income on the date of purchase. Units redeemed as of noon each day do not earn income for that day. The Joint Account's earnings for Saturdays, Sundays and holidays are declared on the previous Business Day. Dividends declared are paid monthly on the last Business Day of each month by way of reinvestment by purchase of additional Units of the Joint Account.

For the purpose of calculating dividends, net income shall consist of interest earned plus any discount ratably amortized to the date of maturity plus or minus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses of the Joint Account, including the fees payable to the Investment Administrator, Custodian, Special Counsel and Auditor. (See "Expenses of the Program".)

The Investment Administrator may attempt to maximize yields for the Joint Account through trading to take advantage of short-term market variations. The investments made by the Joint Account are in short-term money market instruments. These policies may result in high portfolio turnover. However, since the cost of transactions of the type in which the Joint Account engages are small, high turnover rate is not expected to adversely affect income or net asset value.

NJ/TERM. Dividends on each NJ/TERM investment shall be declared and paid on the scheduled redemption date of the Participant's investment, except that dividends on Units redeemed pursuant to a Premature Redemption before the scheduled redemption date of the investment will be declared and paid when such Units are redeemed. Dividends paid on a scheduled redemption will consist of interest earned on the related NJ/TERM investment, plus any discount ratably amortized to the date of redemption. Dividends on Units declared and paid on a Premature Redemption date will consist of interest earned on

the related NJ/TERM investment plus any discount ratably amortized to the date of redemption, less a premature redemption penalty, if any, plus all realized gains and losses on the sale of securities prior to maturity (See “NJ/TERM – Redemption Value of Prematurely Redeemed Units”).

Valuation of Units

Joint Account. The net asset value of Units of the Joint Account is determined as of 12:00 noon on each Business Day. The net asset value per Unit of the Joint Account is computed by dividing the total value of the securities and other assets of the Joint Account, less any liabilities, by the total outstanding Units of the Joint Account. Liabilities include all accrued expenses and costs of the Joint Account, substantially all of which are comprehended by the Daily Fee. (See “Expenses of the Program.”)

For the purpose of calculating the net asset value per Unit for the Joint Account, investments held by the Joint Account shall be valued at cost, plus or minus any amortized discount or premium. As a result, the price at which Units are sold or redeemed will not reflect unrealized market gains or losses on portfolio securities.

To minimize the possible adverse affects of changes in interest rates and to help maintain a stable net asset value of \$1.00, the Joint Account will maintain a dollar weighted average portfolio maturity of not more than 90 days, will not purchase any security with a remaining maturity of more than 397 days and will only invest in securities determined by the Investment Administrator to be of high quality with minimal credit risk.

The Investment Administrator will periodically monitor, as it deems appropriate and at such intervals as are reasonable in light of current market conditions, the relationship between the amortized cost value per Unit and a net asset value per Unit based upon available indications of market value. The market value basis net asset value per Unit in the Joint Account may be affected by general changes in interest rates resulting in increases or decreases in the value of securities held by the Joint Account. The market value of such securities will vary inversely to changes in prevailing interest rates. Thus, if interest rates rise after a security is purchased, such a security, if sold, might be sold at a price less than its cost. Similarly, if interest rates decline, such security, if sold, might be sold at a price greater than its cost. If a security is held to maturity, no loss or gain is normally realized as a result of these price fluctuations. In the event that the difference between the amortized cost value per Unit and the market value basis net asset value exceeds 1/2 of 1 percent, the Investment Administrator will consider what, if any, corrective action should be taken to minimize any material dilution or other unfair results which might arise from differences between the two. This action may include the reduction of the number of outstanding Units by having each investor proportionately contribute Units to the Joint Account’s capital, suspension or rescission of dividends, declaration of a special capital distribution, sales of portfolio securities prior to maturity to reduce the average maturity or to realize capital gains or losses, or redemptions of Units in kind. If the number of outstanding Units is reduced in order to maintain a constant net asset value of \$1.00 per Unit, investors will contribute proportionately to the Joint Account’s capital the number of Units which represent the difference between the amortized cost valuation and market valuation of the portfolio. Each Participant will be deemed to have agreed to such contribution by its investment in the Program.

NJ/TERM. The redemption value per Unit for any investment of NJ/TERM will be determined as of 12:00 noon on any day when a redemption is made. The redemption value per Unit on the scheduled redemption date of an investment is equal to the original purchase price for such Unit, plus dividends thereon, at the projected yield less such Unit’s allocation of any losses related to the investment incurred by NJ/TERM (other than losses resulting from Premature Redemption of Units). The redemption value per Unit for shares being redeemed on a Premature Redemption date is equal to the original price for such Unit, plus dividends thereon, less such Unit’s allocation of any losses incurred by the investment, less a Premature Redemption Penalty, if any. The Premature Redemption penalty is described in the section “How to Withdraw” above.

It is the intent of the Investment Administrator to manage each NJ/TERM investment in a manner that produces a return of all invested principal on the scheduled redemption date. Each NJ/TERM investment is a fixed-rate, fixed-term vehicle, but the market value of the underlying assets will, prior to their maturity, fluctuate inversely with the direction of interest rates. The Investment Administrator determines the net asset value of the Unit of NJ/TERM at the close of each Business Day for the purpose of computing fees.

The net asset value per Unit for each NJ/TERM investment is calculated by dividing the total value of investments and other assets less any liabilities by the total outstanding Units of the investment as of the day the calculation is made. For the purpose of calculating the net asset value per Unit for NJ/TERM, securities shall be valued as follows: (1) securities for which market quotations are readily available will be valued at the most recent bid price or yield equivalent as obtained from one or more market makers for such securities, except that any such securities maturing within 60 days of the valuation date may be valued at cost, plus or minus any amortized discount or premium; (2) all other securities and assets will be valued at fair value determined in good faith by the Investment Administrator.

Yield Information

Current yield information for the Joint Account may, from time to time, be quoted in reports, literature and advertisements published by the Program. Current yields which may be quoted include the current one-day allocation factor, the current one-day (or current dividend) yield, and the current seven-day (or current annualized) yield.

The current one-day allocation factor represents the daily net income dividend declared by the Joint Account divided by the Joint Account's daily net assets. The current one-day yield (the "current dividend yield") is the current one-day allocation factor of the Joint Account divided by the daily net asset value per Unit (normally \$1.00) multiplied by 365. The current seven-day yield ("current annualized yield") is computed by summing the current one-day allocation factors of the Joint Account during the prior seven calendar days, dividing by the daily net asset value per Unit (normally \$1.00) at the beginning of the base period, and multiplying the result by $(365/7)$.

The Joint Account also publishes a "monthly distribution yield" in each month-end account statement. The monthly distribution yield represents the sum of a month's current allocation factors divided by the number of calendar days in that month and multiplied by 365.

The "effective annual yield" of the Joint Account, which reflects the value of compounding and represents the annualization of the monthly distribution yield with all dividends reinvested, may also be quoted. Effective annual yield is computed by dividing the monthly distribution yield for a monthly calendar period by 12, adding one and raising the sum to the power of 12, and subtracting one from the result.

The yield quoted for any NJ/TERM investment is determined by dividing the expected net income per share for the period from the settlement date to the scheduled redemption date by the purchase price per share, dividing this result by the actual number of days between the settlement date and the scheduled redemption date, and multiplying the result by 365 or 366 as appropriate.

The yields quoted should not be considered a representation of the yield of the Joint Account in the future, since the yield is not fixed. Actual yields will depend on the type, quality and maturities of securities held, changes in interest rates, market conditions and other factors.

Investment Administrator

PFM Asset Management LLC, an investment advisory firm with an office at 224 Strawbridge Drive, Suite 104, Moorestown, New Jersey 08057, is the Program's Investment Administrator. The daily management of the investment affairs and research relating to the Joint Account and Individual Investments Accounts is conducted by or under the supervision of the Investment Administrator. The Investment Administrator is registered under the Investment Advisers Act of 1940. Contacts with

prospective investors related to the Units of the Joint Trust are conducted through the Investment Administrator's wholly owned subsidiary, PFM Fund Distributors, Inc., member NASD.

The Investment Administrator was established by the shareholders of Public Financial Management, Inc. (PFM-I) in July 2001 to conduct the investment advisory business in which PFM-I had been engaged since 1980. The shareholders of PFM-I are all members of PFM, and the investment management staff that serves the Program, formerly employed by PFM-I, are now employed by the Investment Administrator. PFM-I served as investment adviser and administrator of the Program from its inception until December 13, 2004, when it was replaced by the Investment Administrator. The Investment Administrator is also investment manager for the Pennsylvania Local Government Investment Trust and the Texas TERM Local Government Investment Pool, programs that provide investment management, accounting and arbitrage rebate calculation services similar to the New Jersey Asset & Rebate Management Program, for the Massachusetts Health and Educational Facilities Authority Short-Term Asset Reserve Fund, a state-wide investment pool for health and educational institutions, Cadre Institutional Investors Trust, a federally registered investment company which holds primarily funds of local governments, the Commonwealth Cash Reserve Fund, Inc., a registered investment company with money market mutual fund portfolios that are components of the Virginia Arbitrage and Investment Management Program and California Asset Management Trust, a program that provides investment management, accounting and arbitrage rebate calculation services similar to the New Jersey Asset & Rebate Management Program. As of November 30, 2004, the Investment Administrator had approximately \$15 billion in discretionary funds under management.

The Investment Administrator manages the investment of the assets of the Joint Account and the Individual Investments Account (including NJ/TERM), including the placement of orders for the purchase and sale of investments. The Investment Administrator obtains and evaluates such information and advice relating to the economy and the securities market as it considers necessary or useful to continuously manage the assets of the Joint Account and the Individual Investments Account in a manner consistent with its investment objectives and policies.

The Investment Administrator may resign its position under the Program Agreement upon 60 days' notice to the Custodian or may be removed by a vote of Unit holders, at which time the Participants may replace the Investment Administrator or otherwise terminate the Program.

The policy of the Investment Administrator regarding purchases and sales of securities is that primary consideration will be given to obtaining the most favorable price and efficient execution of transactions. In seeking to implement this policy, the Investment Administrator will effect transactions with those dealers whom the Investment Administrator believes provide the most favorable price and efficient execution. If the Investment Administrator believes such price and execution can be obtained from more than one dealer, it may give consideration to placing portfolio transactions with those dealers who also furnish research and other services to the Program. Such services may include, but are not limited to, any one or more of the following: information as to the availability of securities for purchase or sale; statistical or factual information or opinions pertaining to investments; wire services; and appraisals or evaluations of securities in the Joint Account and Individual Investments Account. The services received by the Investment Administrator from dealers may be of benefit to it in the management of accounts of some or all of its other clients and may not in all cases benefit the Program directly. While such services are useful and important in supplementing its own research and facilities, the Investment Administrator believes the value of such services is not determinable and does not significantly reduce its expenses. The Program does not reduce the Daily Fee paid to the Investment Administrator by any amount that may be attributable to the value of such services.

The Investment Administrator also provides the following administrative services to the Program in accordance with the Program Agreement:

Customer Service. Operation of a toll-free telephone facility to be used exclusively by Participants or by Local Governments interested in becoming Participants in the Program.

Administration and Marketing. Maintenance of the books of the Joint Account and the Individual Investments Account, including Participant account records; supervision of all administrative aspects of operations; periodic updating and preparation of the Program’s Information Statement; preparation of financial statements and reports; supervision and coordination of the activities of the Custodian; determination of dividends and net asset value of the Joint Account in accordance with the policies of the Program; and the provision of office space, equipment, and personnel to administer the Program. The Investment Administrator arranges and pays for costs of printing and distributing the Program’s Information Statement to Local Governments, prepares and distributes other explanatory and promotional materials, provides technical assistance and guidance to Local Governments considering use of the Program as an investment vehicle, and its personnel make visits to Local Governments to present the facts about the Program and to explain its use, advantages and benefits.

Accounting Reports. Preparation and provision to Participants of confirmation of each Participant investment and redemption transaction, and of monthly statements summarizing transactions, earnings, and assets of each Participant account.

Custodian

Wachovia Bank, National Association, Philadelphia, Pennsylvania, is Custodian for the Program. The Custodian or such other custodians agreed to by the Custodian and the Investment Administrator holds all cash and securities of the Joint Account and the Individual Investments Accounts and also acts as check clearing and disbursing agent for the Program. The Custodian does not participate in determining the investment policies of the Program or in investment decisions. The Program may invest in the Custodian’s obligations and may buy or sell securities through the Custodian.

Special Counsel

McManimon & Scotland, Newark, New Jersey, is Special Counsel in connection with the Program.

Auditor

The operation of the Program will be audited annually by Ford, Scott, Seidenburg & Kennedy, Ocean City, New Jersey. The Auditor is required to conduct an annual compliance audit to assure that the operations of the Account are consistent with the requirements of the Code and Regulations dealing with pooled investment arrangements by local governments. The Investment Administrator is required to modify the operations of the Account to comply with the Auditor’s report. The NJ/TERM Units are specifically related to identifiable assets and are not subject to audit by Ford, Scott, Seidenburg & Kennedy. Local Governments should forward audit requests related to NJ/TERM investments directly to the Investment Administrator.

Expenses of the Program

The expenses and costs of providing the investments for the Joint Account and fees of the Investment Administrator, fees of the Custodian, and sub-custodians, Special Counsel and other service providers calculated on a daily basis (“Daily Fee”), are paid by the Investment Administrator. All of such fees are deducted from the investment income of the Joint Account and are paid out approximately monthly (See “Income and Dividends” herein).

For the services provided directly by the Investment Administrator, the Joint Account pays a monthly fee based on the following annual percentages of the average daily net assets of the Joint Account:

Average Daily Net Assets	Rate
First \$200 million	0.17%
Next \$200 million	0.15%
Next \$200 million	0.13%
Over \$600 million	0.12%

The Daily Fee consists of amounts representing compensation to the Investment Administrator for its own services, plus fees, which are payable by the Investment Administrator to others. The Daily Fee is established exclusively by the Investment Administrator and may be revised by the Investment Administrator in its exclusive discretion; notice of any revision of the Daily Fee is given to Participants in their monthly account statements. Although Participants in the Joint Account are not consulted with respect to revisions of the Daily Fee, Participants who are not satisfied with the net income of Units in the Joint Account may cause such Units to be redeemed upon notice by the Participant at net asset value per unit, without penalty.

For services provided for NJ/TERM, the Investment Administrator may receive a fee up to 0.20% of the average daily net assets of the Participants in NJ/TERM. The costs of the Custodian and other agents, Special Counsel and other fees and expenses of NJ/TERM must be paid or provided for by the Investment Administrator within this overall fee. The specified yield of NJ Term investments is net of estimated costs and is not further reduced by actual costs incurred by the Investment Administrator.

For services provided for an Individual Investments Account, other than a NJ/TERM investment, each Participant will be billed a fee, in monthly installments, based on the average daily net assets of the Individual Investments Account, as contractually agreed upon between the Participant and the Investment Administrator.

The compensation of the Custodian is negotiated from time to time by the Investment Administrator.

Tax Matters

Section 115(1) of the Internal Revenue Code provides that gross income does not include income that is derived from the exercise of any essential government function and accrues to a state or any political subdivision thereof. The investment of surplus funds or the proceeds of a bond issue in order to receive some yield until such proceeds are spent on the governmental purpose of the bond issue should constitute the exercise of an essential governmental function for purposes of Section 115(1) of the Internal Revenue Code. The Participants have an unrestricted right to receive in their own right (a) their proportionate share of the Joint Account’s income as it is earned, based on their ownership of the Units, and (b) the income of the investments held in their Individual Investments Account under the provisions of the Program. Consequently, both the Joint Account’s income and the income for the Individual Investments Account accrue to the Participants within the meaning of Section 115(1) of the Internal Revenue Code.

Based on the foregoing, the income of the Joint Account and of an Individual Investments Account derived from the investment of the proceeds of a Participant’s bond issues is excludable from the gross income of the Participant. Participants need not file federal income tax returns with respect to income derived from the Program.

Rebate Requirement. Despite the Section 115(1) exclusion from a Participant’s taxable income of investment earnings on the proceeds of a bond issue, some of those earnings may have to be rebated, or certain penalties may have to be paid in lieu of rebate, to the United States to preserve the bondholders’ exclusion from gross income for the interest they receive on the interest paid under a bond issue. The Program has been established by the Participants to provide comprehensive investment management, accounting, depository and rebate or penalty calculation services for proceeds of the tax-exempt financings of a Participant. It will be the responsibility of each Participant to supply accurate information concerning its bond issue and to determine whether an investment in the Units is appropriate for that Participant. For example, the yield on the Units will fluctuate daily and, consequently, the Units may not be an appropriate investment for proceeds of a Participant’s bond issue

that must be invested in investments with a yield that does not exceed the yield on the Participant's bond issue. Therefore, it will be the responsibility of each Participant or its bond counsel to determine the extent to which the proceeds of a Participant's bond issue may be invested at an unrestricted yield in the Joint Account and whether an investment in, or the continued investment in, the Units is appropriate.

Unless an exception applies to an issue, to preserve the exclusion from taxable income of the interest paid to bondholders of that issue, the issuer must comply with the rebate requirement imposed on the investment of the proceeds of that bond issue by Section 148(f) of the Internal Revenue Code. Each Participant must pay to the United States with respect to that bond issue an amount equal to the sum of (i) the excess of (A) the amount earned with gross proceeds on all nonpurpose investments, over (B) the amount that would have been earned if such nonpurpose investments were invested at a rate equal to the yield on its bond issue, plus (ii) any income attributable to the excess described in clause (i) (the "Rebate Requirement"). To compute the Rebate Requirement, it is necessary to determine (1) the nonpurpose investments purchased with the gross proceeds of the Participant's bond issue, and (2) the amount earned on such nonpurpose investments.

The Investment Administrator will compute the Rebate Requirement of each Participant assuming (1) the units are nonpurpose investments of the Participant, and (2) the net asset value of \$1.00 per unit is the fair market price of the units (the "Rebate Assumptions"). Each Participant is responsible for providing to the Investment Administrator the information with respect to each bond issue that the Investment Administrator needs to complete its rebate calculation report, including the information supplied in the Confirmation Letter described in "General Policies Concerning Arbitrage Rebate" above. Assuming for purposes of the Rebate Requirement that (i) the units are appropriately treated as the nonpurpose investments of the Participants, (ii) the net asset value of the units of \$1.00 per share is the appropriate fair market price of the units, (iii) the mathematical formula used, and the mathematical calculations made by the Investment Administrator accurately compute the Rebate Requirement, and (iv) the Participants have provided the Investment Administrator with such information with respect to each bond issue as is necessary, Special Counsel believes that the Investment Administrator will have correctly calculated the Rebate Requirement of each Participant within the meaning of Section 148(f) of the Internal Revenue Code as implemented by the Regulations. Furthermore, Special Counsel will instruct the Investment Administrator to modify the methods as necessary to comply with any regulations, rulings, procedures or judicial decisions regarding the requirements of Section 148(f) of the Internal Revenue Code.

No ruling will be sought from the Internal Revenue Service (the "IRS") in connection with the establishment or operation of the Program. The conclusions reached herein are not binding on the IRS or the courts, and there can be no assurance that the IRS will not assert positions contrary to the views presented herein or that such contrary position will not be sustained. Furthermore, there can be no assurance that any future regulations promulgated by the Treasury Department with respect to the Rebate Requirement will not take a contrary position to the Rebate Assumptions. If the IRS were to assert successfully a contrary position and the Participants were deemed not to have complied with the Rebate Requirement with respect to their bond issues, such bonds would be arbitrage bonds and the interest thereon would not be excluded from gross income of the bondholders for federal income tax purposes.

In lieu of loss of tax exemption, however, the IRS may instead impose a penalty equal to 50% of the amount of the Rebate Requirement which was not paid, plus interest on the amount that was not paid beginning on the due date of such payment, if the bond is not a private activity bond and the failure to meet the Rebate Requirement is not due to willful neglect (the "Rebate Penalty"). The penalty is automatically waived if the payment of the Rebate Requirement plus interest is paid within 180 days after discovery of the failure unless the IRS Commissioner determines that the failure to pay was due to willful neglect or the issue is under examination by the IRS at any time during the period beginning on the date the failure first occurred and ending on the date 90 days after the receipt of the rebate amount.

In light of the foregoing, the Participant or Special Counsel may instruct the Investment Administrator to compute each Participant's Rebate Requirement by (1) using the Rebate Assumptions ("Net Program Method"), and (2) treating the Participant's investment in the Program as an investment in each of the obligations held by the Program, i.e., treating the Participant's pro rata share of each obligation in the Program as the nonpurpose investment, and using the fair market value of such obligation on a daily basis to take into account the daily investment activity of the Program (the "Individual Investment Method").

The Investment Administrator values each of the Joint Account's investments daily using the mark-to-market method in order to monitor the deviation between the price of the shares computed from a net asset value per share using the amortized cost method or the penny-rounding method and the mark-to-market method. The Investment Administrator will also keep detailed records of the fair market value of each investment in the Program for a period of six years after the retirement of the last obligation of a bond issue. Therefore, the Investment Administrator will be able to recalculate a Participant's Rebate Requirement as if the investment in the Program by a Participant was an investment in each of the obligations held by the Program.

Consequently, if prior to the first date on which any Participant must make a payment with respect to its Rebate Requirement, the Investment Administrator is instructed by Special Counsel or the Participant that the Rebate Assumptions are contrary to Section 148(f) of the Internal Revenue Code or any regulations promulgated thereunder, the Investment Administrator will provide each Participant with a Formal Report that will show the Participant's Rebate Requirement as computed using the Net Program Method and the Individual Investment Method. It will be the responsibility of each Participant to consult with its bond counsel to determine the appropriate amount of the Rebate Requirement to be paid to the United States.

For purposes of measuring compliance with the 2-year exception to the Rebate Requirement, the Investment Administrator will also compute the percentages of available construction proceeds of the bonds that have been spent by the close of the applicable statutory expenditure periods. In the event that a Participant has elected either to exclude from the term "available construction proceeds" the earnings on a reasonably required reserve or replacement fund and/or will comply with the Rebate Requirement, in the event that the expenditure schedule is not met, the Rebate Requirement will be computed as previously described. If a Participant has elected to pay a penalty in lieu of rebate, that penalty will be computed.

Description of Program Agreement

Each Participant receives a copy of the Program Agreement; all general descriptions of its terms contained in this Information Statement are subject to the specific language of the Program Agreement itself.

Special Counsel has given its opinion to the Program that no Participant shall be subject, solely by reason of its participation in the Program, to any liability in connection with the Program or the acts, obligations or affairs of the Program or the acts or omissions of any other Participant, Investment Administrator, Custodian or other person. No Participant shall be deemed the agent, representative or partner of any other Participant for any purpose, nor shall any Participant have any authority to bind, or hold itself out as having any authority to bind, any other Participant to any obligation. The assets held by the Program for investment including the assets of the Individual Investments Accounts may be derived from the proceeds of debt obligations of Local Governments that by law may be expended only for the respective purposes for which such obligations were issued.

The Program Agreement authorizes the issuance of an unlimited number of Units of beneficial interest in the Joint Account. The Units of the Joint Account are payable only from the Joint Account's assets. Each Unit represents an equal proportionate interest in the Joint Account with each other outstanding Unit of the Joint Account. The Units of the Joint Account are fully paid and non-assessable and have no preemptive or conversion rights. The assets of the Joint Account are invested in accordance with the investment objectives and policies of the Program. Upon redeeming Units, a Participant receives the current net asset value per Unit of the Joint Account. If liquidation of the Joint Account should occur, Participants will be

entitled to receive their proportionate share of the value of the assets of the Joint Account. The assets held in the Individual Investments Account of a Participant are the individual property of the Participant for whose benefit the account is maintained and shall be distributed to such Participant in kind in the event of termination of the Program.

The Program shall terminate automatically in the event that (i) the amounts on deposit in the Joint Account shall have been less than \$100,000 for 90 consecutive Business Days; or (ii) PFM Asset Management LLC shall have resigned or been terminated as Investment Administrator of the Program, and the Participants shall not have selected a new Investment Administrator within 60 days. The Program Agreement may be terminated by a weighted vote of two-thirds of Participants in the Joint Account based on the number of Units held in the Joint Account as of the Record Date.

The Participants, by two-thirds weighted vote based on the number of Units in the Joint Account and the Portfolio Value of an Individual Investments Account (with each Dollar of Portfolio Value being equal to one Unit for the purposes of this calculation) may amend the Program Agreement at any time. In addition the Program Agreement shall be amended if Special Counsel deems it necessary to conform this Agreement to the requirements of applicable federal or State laws or regulations. No amendment may be made which would reduce the amount payable on Units of the Joint Account upon liquidation of the Program. No amendment to the Program Agreement that would expand or modify the duties and responsibilities, or otherwise materially affect, the Investment Administrator, Custodian, Special Counsel, or Auditor, shall become effective without the written consent of the affected Person.

Exhibit A

Model Ordinance/Resolution

[RESOLUTION/ORDINANCE] NO. ____

A [Resolution/ORDINANCE] authorizing the [OFFICIAL] of the [entity], New Jersey to invest funds in the New Jersey Asset & Rebate Management Program.

BE IT RESOLVED by the [Governing Body] of the [Entity] as follows:

1. The [Governing Body] hereby finds and determines that (a) the [Official] has received and reviewed (i) the Information Statement dated as of January 3, 2005 describing the New Jersey Asset & Rebate Management Program (“NJ/ARM”) and (ii) the Amended and Restated Interlocal Services Investment Agreement governing the NJ/ARM Program (“Program Agreement”) and (b) the [Official] has been afforded the opportunity to discuss NJ/ARM with the Investment Administrator and Special Counsel to NJ/ARM and the [Governing Body] has determined that it is in the best interests of the [Entity] to authorize the [Entity] to participate in NJ/ARM.
2. The Program Agreement is hereby approved and the [Official] is authorized to execute the Program Agreement on behalf of the [Entity].
3. Wachovia Bank, N.A., as Custodian for the NJ/ARM Program, is hereby approved to act as a depository of Public Funds for the [Entity] (Municipality and County entities should also add [and the [Entity’s] Cash Management Plan is hereby amended to provide the same]).
4. The [Governing Body] acknowledges that its decision to authorize the participation in NJ/ARM is based solely on the information set forth in the Information Statement and in the Program Agreement.
5. This [resolution/ordinance] shall take effect immediately upon its adoption.

[A certified copy of this ordinance/resolution must be submitted to the Investment Administrator. Alternatively, a Participant may include the text of the foregoing ordinance/resolution in its ordinance/resolution authorizing or providing for the issuance of its bonds and furnish a copy of such bond ordinance/resolution to the Investment Administrator.]

Exhibit B



NJ/ARM

New Jersey Asset & Rebate Management Program

Account Registration Form

224 Strawbridge Drive, Suite 104

Moorestown, NJ 080507

800 535-7829

Please complete Parts I through III of the NJ/ARM Account Registration Form, and Schedule A, if applicable, and return all pages to the Investment Administrator. If you have any questions concerning any part of the NJ/ARM Account Registration Form, please call the toll-free number 800 535-7829.

PART I: Registration

Is this your first NJ/ARM Joint Account?

Yes

No

Name of Entity

Street Address

City

New Jersey

ZIP

Account Name

Primary Contact Name

Title

Phone Number

Fax Number

E-Mail Address:

Secondary Contact Name

Title

Phone Number

Fax Number

E-Mail Address:

Type of Government (Borough, County, City, Township, School District, Authority, etc.)

Tax ID Number

County

BOND COUNSEL FOR ISSUE (Firm Name) (If Applicable)

Attorney

Street Address

City

State

ZIP

Phone Number

PART II: WITHDRAWL/REDEMPTION

It is understood that NJ/ARM will be under no obligation to honor, in whole or part, any transfer request which (1) exceeds available funds, (b) is provided by any person other than the authorized person(s) designated below, or (c) is not in accordance with any other requirements stated herein or in the information statements.

Withdrawal Instructions: (choose all that apply; same day, next day or check)

- Same Day Wire. The Program agrees to honor all properly authorized wire transfer requests on the Program Business Day immediately following the day received. At any time, you may change (a) wiring instructions, (b) authorized representatives and (c) other information. However, you agree that we may rely on the information previously supplied by you until we receive written notification of any change on forms prescribed by the Program. Changes will become effective on the Program Business Day following receipt of written notice by the Investment Administrator.

The Investment Administrator is hereby authorized to act upon instructions received by telephone by the authorized representative(s) listed below to have amounts withdrawn from this account with the Program and transferred only to the Federal Reserve member bank account designated below, unless changed by written instructions to the Investment Administrator. It is understood that the Program will be under no obligation to honor, in whole or in part, any transfer request which (a) exceeds available funds with the Program, or (b) is provided by any person other than the authorized person designated below, or (c) is not in accordance with any other requirements stated herein.

Name of Bank	ABA Number
Bank Address	
Title of Account at Bank	
Account Number	

- Next Day Transfer. Information packet for Next Day Withdrawal/Purchase will be sent to you and is in effect.
- By Check. (standard checks are provided free of charge): A separate signature card will be mailed to you. Check orders will be placed once signature cards have been completed and returned.

Signature Authorization

We hereby authorize Wachovia Bank N.A. to honor checks drawn by us on the Account of the New Jersey Asset & Rebate Management Program and to effect a redemption of sufficient Units in my New Jersey Asset & Rebate Management Program account to cover payment of such checks. We understand that (1) this privilege may be terminated at any time by the New Jersey Asset & Rebate Management Program or the bank and neither shall incur any liability to us for honoring such checks or for effecting redemptions to pay such checks or for returning checks which have not been accepted; (2) all checks drawn will require the exact number of signatures of local government officials as is indicated below; (3) no check shall be issued or honored or redemption effected for any amounts represented by Units, unless payment for such Units has been made in full and any checks given in such payment have been collected through normal banking channels; and (4) this privilege is subject to all the terms and conditions contained in the New Jersey Asset & Rebate Management Program Information Statement.

The undersigned (Name of Entity) certify that:

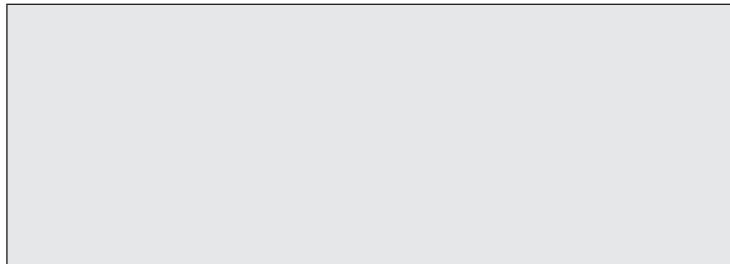
Check one The Ordinance/Resolution is enclosed herewith authorizing the Local Government to become a Participant in the New Jersey Asset & Rebate Management Program and is in effect.

The Ordinance/Resolution has been previously submitted

Name of Local Government

Authorized Officer (Please print)	Title
Signature	

Clerk/Secretary (Please Print)	Date
Signature	ATTEST: (SEAL)



On-Line Account Access

	View Account?		Initiate Transactions?	
	Yes	No	Yes	No
User Name				
User Name				
User Name				

By supplying this information, you are authorizing access to your accounts and indemnifying the Investment Administrator of any responsibility for unauthorized use.

PART III: AUTHORIZED REPRESENTATIVES

The undersigned certify that any ____ (number) of the persons signing below has the full authority and capacity to open an account with the Program, and to invest funds in and withdraw funds from the Program. The undersigned affirm that I/we have received and read the Program's Information Statement and Program Agreement, and agree to be bound by its terms. The undersigned agree that the certifications, instructions and authorizations contained in this NJ/ARM Account Registration Form will remain in effect until the Investment Administrator receives written notice of change.

Authorized Representatives

Name of Investor, Trustee or other Fiduciary (Please print) _____

Not Applicable

Name (Please print)	Title	Signature
Name (Please print)	Title	Signature
Name (Please print)	Title	Signature
Name (Please print)	Title	Signature

Additional Signatures (if any), may be added on a separate sheet

Authorized Signatory of (Insert Name of Local Government or Trustee Bank) _____

Authorized Officer (Please print)	Title
Signature	Date

Attest: (Please Print) _____

Title

Signature

SCHEDULE A: DEPOSIT INFORMATION

Type of Bond Issue

- General Obligation Revenue Taxable Bond Proceeds
 Bond or Tax Anticipation Note Funds on Hand Certificate of Participation (COP)

Wire Sent From (Bank Name)	ABA Number
----------------------------	------------

Bank Address

Title of Account at Bank

Account Number

Answer the following for all deposits derived from tax-exempt debt proceeds:

Name and Full Title of Tax-Exempt Issue

Purpose of Tax-Exempt Issue	Date Tax-Exempt Issue Settled
-----------------------------	-------------------------------

Bond Counsel for Issue (Firm Name)	Attorney
------------------------------------	----------

Street Address	City
----------------	------

State	ZIP	Phone Number
-------	-----	--------------

1. Original proceeds of the bonds (par, less any bond and underwriting discount, plus any premium and accrued interest):	
2. Total amount of bond proceeds available for deposit	\$
3. Difference between lines 1 and 2, if any.	\$ 0

Difference results from: Reimbursement on closing date for prior advances
 Payment on closing date of accumulated invoices then due and payable
 Other _____

4. Names and amounts of other related bond funds, (i.e., debt service, sinking fund, debt service reserve fund, revenue fund, or other funds that are or may be deemed to be proceeds of the bond issue), if any:

5. Arbitrage yield calculated pursuant to the Rebate Regulations (%)

6. Is the issue subject to rebate (without any exceptions)? Yes No

7. Is the 6 month exception applicable to this issue? Yes No

8. Is the 18 month exception applicable to this issue? Yes No

9. Is the construction exception (24 month spenddown) applicable to this issue? Yes No


9a. If the 24 month spenddown is applicable, has the issuer elected to pay a penalty in lieu of rebate or to pay rebate if the spend down thresholds are not met? Yes No

10. Is the small issuer exception (\$5,000,000) applicable to this issue? Yes No

11. Is the TRAN exception applicable to this issue? Yes No

12. What is the anticipated use of investment earning on proceeds?

- Applied to costs of Project Yes No
- Used for debt service, interest payment recognized and commingled into Current Fund at least annually Yes No



Please provide copies of the following bond documents:

- Official Statement
- IRS Form 8038-G
- Arbitrage or Tax Certificate
- Trust Indenture, if applicable

Exhibit C

224 Strawbridge Drive, Suite 104
Moorestown, New Jersey 08057
Phone (800) 535-7829
Fax (856) 235-6882
www.njarm.com

NEW JERSEY
NJ/ARM
ASSET & REBATE
MANAGEMENT
PROGRAM