

# NEW JERSEY RESOURCES CORP

## FORM 10-Q (Quarterly Report)

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Address	1415 WYCKOFF RD PO BOX 1468 WALL, NJ 07719
Telephone	7329381000
CIK	0000356309
Symbol	NJR
SIC Code	4924 - Natural Gas Distribution
Industry	Natural Gas Utilities
Sector	Utilities
Fiscal Year	09/30

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-Q**

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

**FOR THE QUARTERLY PERIOD ENDED DECEMBER 31, 2016**  
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

FOR THE TRANSITION PERIOD FROM            TO

Commission file number 001-08359

**NEW JERSEY RESOURCES CORPORATION**

(Exact name of registrant as specified in its charter)

**New Jersey**

(State or other jurisdiction of  
incorporation or organization)

**22-2376465**

(I.R.S. Employer  
Identification Number)

**1415 Wyckoff Road, Wall, New Jersey 07719**

(Address of principal  
executive offices)

**732-938-1480**

(Registrant's telephone number,  
including area code)

Securities registered pursuant to Section 12 (b) of the Act:

**Common Stock - \$2.50 Par Value**

(Title of each class)

**New York Stock Exchange**

(Name of each exchange on which registered)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

**Yes:**             **No:**

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

**Yes:**             **No:**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

**Large accelerated filer:**             **Accelerated filer:**             **Non-accelerated filer:**             **Smaller reporting company:**

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

**Yes:**             **No:**

The number of shares outstanding of \$2.50 par value Common Stock as of February 6, 2017 was 86,313,212 .

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# New Jersey Resources Corporation

## TABLE OF CONTENTS

	<b>Page</b>
<a href="#">Glossary of Key Terms</a>	<a href="#">1</a>
<a href="#">Information Concerning Forward-Looking Statements</a>	<a href="#">3</a>
<b>PART I. FINANCIAL INFORMATION</b>	
<b>ITEM 1.</b> <a href="#">Unaudited Condensed Consolidated Financial Statements</a>	<a href="#">4</a>
<a href="#">Notes to Unaudited Condensed Consolidated Financial Statements</a>	<a href="#">8</a>
<a href="#">Note 1. Nature of the Business</a>	<a href="#">8</a>
<a href="#">Note 2. Summary of Significant Accounting Policies</a>	<a href="#">8</a>
<a href="#">Note 3. Regulation</a>	<a href="#">12</a>
<a href="#">Note 4. Derivative Instruments</a>	<a href="#">13</a>
<a href="#">Note 5. Fair Value</a>	<a href="#">19</a>
<a href="#">Note 6. Investments in Equity Investees</a>	<a href="#">21</a>
<a href="#">Note 7. Earnings Per Share</a>	<a href="#">22</a>
<a href="#">Note 8. Common Stock Equity</a>	<a href="#">22</a>
<a href="#">Note 9. Debt</a>	<a href="#">23</a>
<a href="#">Note 10. Employee Benefit Plans</a>	<a href="#">24</a>
<a href="#">Note 11. Income Taxes</a>	<a href="#">24</a>
<a href="#">Note 12. Commitments and Contingent Liabilities</a>	<a href="#">25</a>
<a href="#">Note 13. Business Segment and Other Operations Data</a>	<a href="#">27</a>
<a href="#">Note 14. Related Party Transactions</a>	<a href="#">30</a>
<b>ITEM 2.</b> <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">30</a>
<b>ITEM 3.</b> <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">56</a>
<b>ITEM 4.</b> <a href="#">Controls and Procedures</a>	<a href="#">58</a>
<b>PART II. OTHER INFORMATION</b>	
<b>ITEM 1.</b> <a href="#">Legal Proceedings</a>	<a href="#">59</a>
<b>ITEM 1A.</b> <a href="#">Risk Factors</a>	<a href="#">59</a>
<b>ITEM 2.</b> <a href="#">Unregistered Sale of Equity Securities and Use of Proceeds</a>	<a href="#">59</a>
<b>ITEM 6.</b> <a href="#">Exhibits</a>	<a href="#">60</a>
<a href="#">Signatures</a>	<a href="#">61</a>

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## GLOSSARY OF KEY TERMS

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AFUDC	Allowance for Funds Used During Construction
AOCI	Accumulated Other Comprehensive Income
ASC	Accounting Standards Codification
ASU	Accounting Standards Update
Bcf	Billion Cubic Feet
BGSS	Basic Gas Supply Service
BPU	New Jersey Board of Public Utilities
CIP	Conservation Incentive Program
CME	Chicago Mercantile Exchange
CR&R	Commercial Realty & Resources Corp.
DM	Dominion Midstream Partners, L.P., a master limited partnership
DM Common Units	Common units representing limited partnership interests in DM
Dodd-Frank Act	Dodd-Frank Wall Street Reform and Consumer Protection Act
DRP	NJR Direct Stock Purchase and Dividend Reinvestment Plan
Dths	Dekatherms
FASB	Financial Accounting Standards Board
FCM	Futures Commission Merchant
FERC	Federal Energy Regulatory Commission
Financial margin	A non-GAAP financial measure, which represents revenues earned from the sale of natural gas less costs of natural gas sold including any transportation and storage costs, and excludes any accounting impact from the change in the fair value of certain derivative instruments
FMB	First Mortgage Bond
FRM	Financial Risk Management
GAAP	Generally Accepted Accounting Principles of the United States
Home Services and Other	Home Services and Other Operations (formerly Retail and Other Operations)
ICE	Intercontinental Exchange
ISDA	The International Swaps and Derivatives Association
ITC	Federal Investment Tax Credit
LNG	Liquefied Natural Gas
MGP	Manufactured Gas Plant
Moody's	Moody's Investors Service, Inc.
Mortgage Indenture	The Amended and Restated Indenture of Mortgage, Deed of Trust and Security Agreement between NJNG and U.S. Bank National Association dated as of September 1, 2014
MW	Megawatts
MWh	Megawatt Hour
NAESB	The North American Energy Standards Board
NFE	Net Financial Earnings
NGV	Natural Gas Vehicles
NJ RISE	New Jersey Reinvestment in System Enhancement
NJCEP	New Jersey's Clean Energy Program
NJDEP	New Jersey Department of Environmental Protection
NJNG	New Jersey Natural Gas Company
NJNG Credit Facility	NJNG's \$250 million unsecured committed credit facility expiring in May 2019
NJR Credit Facility	NJR's \$425 million unsecured committed credit facility expiring in September 2020
NJR Energy	NJR Energy Corporation
NJR or The Company	New Jersey Resources Corporation

**GLOSSARY OF KEY TERMS (cont.)**

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NJRCEV	NJR Clean Energy Ventures Corporation
NJRES	NJR Energy Services Company
NJRHS	NJR Home Services Company
Non-GAAP	Not in accordance with Generally Accepted Accounting Principles of the United States
NPNS	Normal Purchase/Normal Sale
NYMEX	New York Mercantile Exchange
O&M	Operation and Maintenance
OCI	Other Comprehensive Income
OPEB	Other Postemployment Benefit Plans
PennEast	PennEast Pipeline Company, LLC
PIM	Pipeline Integrity Management
PPA	Power Purchase Agreement
PTC	Federal Production Tax Credit
RA	Remediation Adjustment
REC	Renewable Energy Certificate
S&P	Standard & Poor's Financial Services, LLC
SAFE	Safety Acceleration and Facility Enhancement
SAVEGREEN	The SAVEGREEN Project®
SBC	Societal Benefits Charge
SEC	U.S. Securities and Exchange Commission
SREC	Solar Renewable Energy Certificate
SRL	Southern Reliability Link
Steckman Ridge	Collectively, Steckman Ridge GP, LLC and Steckman Ridge, LP
Superstorm Sandy	Post-Tropical Cyclone Sandy
Tetco	Texas Eastern Transmission
The Exchange Act	The Securities Exchange Act of 1934, as amended
Trustee	U.S. Bank National Association
U.S.	The United States of America
USF	Universal Service Fund

# New Jersey Resources Corporation

## INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS

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Certain statements contained in this report, including, without limitation, statements as to management expectations, assumptions and beliefs presented in Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations," Part I, Item 3. "Quantitative and Qualitative Disclosures About Market Risk," Part II, Item I. "Legal Proceedings" and in the notes to the financial statements are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended and the Private Securities Litigation Reform Act of 1995. Forward-looking statements can also be identified by the use of forward-looking terminology such as "anticipate," "estimate," "may," "could," "might," "intend," "expect," "believe," "will," "plan," or "should," or comparable terminology and are made based upon management's current expectations, assumptions and beliefs as of this date concerning future developments and their potential effect on us. There can be no assurance that future developments will be in accordance with management's expectations, assumptions or beliefs, or that the effect of future developments on us will be those anticipated by management.

We caution readers that the expectations, assumptions and beliefs that form the basis for forward-looking statements regarding customer growth, customer usage, qualifications for ITCs, PTCs and SRECs, future rate case proceedings, financial condition, results of operations, cash flows, capital requirements, future capital expenditures, market risk, effective tax rate and other matters for fiscal 2017 and thereafter include many factors that are beyond our ability to control or estimate precisely, such as estimates of future market conditions, the behavior of other market participants and changes in the debt and equity capital markets. The factors that could cause actual results to differ materially from our expectations, assumptions and beliefs include, but are not limited to, those discussed in Item 1A. *Risk Factors* of our Annual Report on Form 10-K for the fiscal year ended September 30, 2016, as well as the following:

- weather and economic conditions;
- demographic changes in NJR's service territory and their effect on NJR's customer growth;
- volatility of natural gas and other commodity prices and their impact on NJNG customer usage, NJNG's BGSS incentive programs, NJRES operations and on our risk management efforts;
- changes in rating agency requirements and/or credit ratings and their effect on availability and cost of capital to our Company;
- the impact of volatility in the credit markets on our access to capital;
- the ability to comply with debt covenants;
- the impact to the asset values and resulting higher costs and funding obligations of our pension and postemployment benefit plans as a result of potential downturns in the financial markets, lower discount rates, revised actuarial assumptions or impacts associated with the Patient Protection and Affordable Care Act;
- accounting effects and other risks associated with hedging activities and use of derivatives contracts;
- commercial and wholesale credit risks, including the availability of creditworthy customers and counterparties, and liquidity in the wholesale energy trading market;
- the ability to obtain governmental and regulatory approvals, such as the PennEast pipeline project, land-use rights, electric grid connection (in the case of clean energy projects) and/or financing for the construction, development and operation of our unregulated energy investments and NJNG's infrastructure projects in a timely manner;
- risks associated with the management of our joint ventures and partnerships, and investment in a master limited partnership;
- risks associated with our investments in clean energy projects, including the availability of regulatory and tax incentives, the availability of viable projects, our eligibility for ITCs and PTCs, the future market for SRECs and electricity prices, and operational risks related to projects in service;
- timing of qualifying for ITCs and PTCs due to delays or failures to complete planned solar and wind energy projects and the resulting effect on our effective tax rate and earnings;
- the level and rate at which NJNG's costs and expenses are incurred and the extent to which they are allowed to be recovered from customers through the regulatory process, including through future base rate case filings;
- access to adequate supplies of natural gas and dependence on third-party storage and transportation facilities for natural gas supply;
- operating risks incidental to handling, storing, transporting and providing customers with natural gas;
- risks related to our employee workforce;
- the regulatory and pricing policies of federal and state regulatory agencies;
- the costs of compliance with present and future environmental laws, including potential climate change-related legislation;
- the impact of a disallowance of recovery of environmental-related expenditures and other regulatory changes;
- environmental-related and other litigation and other uncertainties;
- risks related to cyber-attack or failure of information technology systems; and
- the impact of natural disasters, terrorist activities and other extreme events on our operations and customers.

While we periodically reassess material trends and uncertainties affecting our results of operations and financial condition in connection with the preparation of management's discussion and analysis of results of operations and financial condition contained in our Quarterly and Annual Reports on Form 10-Q and Form 10-K, respectively, we do not, by including this statement, assume any obligation to review or revise any particular forward-looking statement referenced herein in light of future events.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 1. FINANCIAL STATEMENTS**

**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)**

	<b>Three Months Ended</b>	
	<b>December 31,</b>	
<i>(Thousands, except per share data)</i>	<b>2016</b>	<b>2015</b>
<b>OPERATING REVENUES</b>		
Utility	\$ 185,556	\$ 151,606
Nonutility	355,472	292,652
<b>Total operating revenues</b>	<b>541,028</b>	<b>444,258</b>
<b>OPERATING EXPENSES</b>		
Gas purchases:		
Utility	61,320	46,665
Nonutility	337,932	254,088
Related parties	2,111	2,074
Operation and maintenance	52,228	46,233
Regulatory rider expenses	12,601	9,628
Depreciation and amortization	19,260	16,482
Energy and other taxes	14,101	9,637
<b>Total operating expenses</b>	<b>499,553</b>	<b>384,807</b>
<b>OPERATING INCOME</b>	<b>41,475</b>	<b>59,451</b>
Other income, net	3,776	1,924
Interest expense, net of capitalized interest	10,615	6,777
<b>INCOME BEFORE INCOME TAXES AND EQUITY IN EARNINGS OF AFFILIATES</b>	<b>34,636</b>	<b>54,598</b>
Income tax provision	2,018	6,722
Equity in earnings of affiliates	2,311	2,406
<b>NET INCOME</b>	<b>\$ 34,929</b>	<b>\$ 50,282</b>
<b>EARNINGS PER COMMON SHARE</b>		
Basic	\$0.41	\$0.59
Diluted	\$0.40	\$0.58
<b>DIVIDENDS DECLARED PER COMMON SHARE</b>	<b>\$0.255</b>	<b>\$0.24</b>
<b>WEIGHTED AVERAGE SHARES OUTSTANDING</b>		
Basic	86,084	85,675
Diluted	86,855	86,676

**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)**

	<b>Three Months Ended</b>	
	<b>December 31,</b>	
<i>(Thousands)</i>	<b>2016</b>	<b>2015</b>
Net income	\$ 34,929	\$ 50,282
Other comprehensive income, net of tax		
Unrealized gain on available for sale securities, net of tax of \$(3,786) and \$(2,614), respectively	5,515	3,701
Net unrealized (loss) on derivatives, net of tax of \$0 and \$19, respectively	— <sup>(1)</sup>	(33)
Adjustment to postemployment benefit obligation, net of tax of \$(217) and \$(174), respectively	317	256
Other comprehensive income	5,832	3,924
<b>Comprehensive income</b>	<b>\$ 40,761</b>	<b>\$ 54,206</b>

(1) Effective January 1, 2016, the Company elected not to designate its foreign currency derivatives as accounting hedges and, as a result, changes in fair value of the effective portion of the hedges are no longer recorded in OCI. See Note 4 Derivative Instruments for more information on these transactions.

See Notes to Unaudited Condensed Consolidated Financial Statements

**New Jersey Resources Corporation**  
**Part I**

**ITEM 1. FINANCIAL STATEMENTS (Continued)**

**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)**

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
<b>CASH FLOWS (USED IN) OPERATING ACTIVITIES</b>		
Net income	\$ 34,929	\$ 50,282
Adjustments to reconcile net income to cash flows from operating activities		
Unrealized loss (gain) on derivative instruments	28,302	(1,135)
Depreciation and amortization	19,260	16,482
Allowance for equity used during construction	(584)	(1,215)
Allowance for bad debt expense	230	334
Deferred income taxes	16,262	46,166
Manufactured gas plant remediation costs	(1,619)	(1,520)
Distributions received from equity investees, net of equity in earnings	1,101	1,139
Cost of removal - asset retirement obligations	(198)	(33)
Contributions to postemployment benefit plans	(1,712)	(30,144)
Tax benefit from stock-based compensation	1,188	1,635
Changes in:		
Components of working capital	(150,480)	(102,068)
Other noncurrent assets	7,242	(20,270)
Other noncurrent liabilities	15	4,173
Cash flows (used in) operating activities	(46,064)	(36,174)
<b>CASH FLOWS (USED IN) INVESTING ACTIVITIES</b>		
Expenditures for:		
Utility plant	(31,396)	(42,465)
Solar and wind equipment	(46,785)	(45,006)
Real estate properties and other	(171)	(797)
Cost of removal	(7,459)	(6,575)
Investments in equity investees	(4,636)	(2,846)
Distribution from equity investees in excess of equity in earnings	688	555
Withdrawal from restricted cash construction fund	—	1,001
Proceeds from sale of investment	3,218	—
Proceeds from sale of property	—	748
Cash flows (used in) investing activities	(86,541)	(95,385)
<b>CASH FLOWS FROM FROM FINANCING ACTIVITIES</b>		
Net proceeds from short-term debt	162,900	144,650
Payments of long-term debt	(2,716)	(2,676)
Proceeds from sale-leaseback transaction	9,587	7,107
Payments of common stock dividends	(21,931)	(20,524)
Proceeds from issuance of common stock	4,616	3,807
Purchases of treasury stock	(6,355)	(1,008)
Tax withholding payments related to net settled stock compensation	(4,167)	(3,042)
Cash flows from financing activities	141,934	128,314
Change in cash and cash equivalents	9,329	(3,245)
Cash and cash equivalents at beginning of period	37,546	4,928
Cash and cash equivalents at end of period	\$ 46,875	\$ 1,683
<b>CHANGES IN COMPONENTS OF WORKING CAPITAL</b>		
Receivables	\$ (152,180)	\$ (27,784)
Inventories	(13,954)	(26,772)
Recovery of gas costs	(2,472)	(11,882)
Gas purchases payable	47,767	(7,071)



Gas purchases payable - related parties	5	(406)
Prepaid and accrued taxes	7,954	(27,794)
Accounts payable and other	(12,405)	(22,489)
Restricted broker margin accounts	(26,173)	6,855
Customers' credit balances and deposits	616	10,056
Other current assets	362	5,219
<b>Total</b>	<b>\$ (150,480)</b>	<b>\$ (102,068)</b>

**SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION**

Cash paid (received) for:		
Interest (net of amounts capitalized)	\$ 8,153	\$ 5,403
Income taxes	\$ (7,020)	\$ 202
Accrued capital expenditures	\$ 28,442	\$ 21,721

See Notes to Unaudited Condensed Consolidated Financial Statements

**New Jersey Resources Corporation**  
**Part I**

**ITEM 1. FINANCIAL STATEMENTS (Continued)**

**CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)**

**ASSETS**

<i>(Thousands)</i>	<b>December 31, 2016</b>	<b>September 30, 2016</b>
<b>PROPERTY, PLANT AND EQUIPMENT</b>		
Utility plant, at cost	\$ 2,123,926	\$ 2,107,375
Construction work in progress	131,576	122,268
Solar and wind equipment, real estate properties and other, at cost	747,788	631,696
Construction work in progress	5,903	93,791
Total property, plant and equipment	3,009,193	2,955,130
Accumulated depreciation and amortization, utility plant	(470,444)	(467,702)
Accumulated depreciation and amortization, solar and wind equipment, real estate properties and other	(87,000)	(79,776)
Property, plant and equipment, net	2,451,749	2,407,652
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	46,875	37,546
Customer accounts receivable		
Billed	252,755	142,658
Unbilled revenues	47,648	5,744
Allowance for doubtful accounts	(4,916)	(4,865)
Regulatory assets	43,140	54,286
Gas in storage, at average cost	220,097	206,251
Materials and supplies, at average cost	10,886	10,778
Prepaid and accrued taxes	26,391	34,179
Derivatives, at fair value	50,215	29,964
Restricted broker margin accounts	79,118	47,644
Asset held for sale	7,660	7,660
Other	35,194	35,419
Total current assets	815,063	607,264
<b>NONCURRENT ASSETS</b>		
Investments in equity method investees	145,169	141,148
Regulatory assets	408,481	441,294
Derivatives, at fair value	3,660	5,227
Available for sale securities	64,447	55,789
Other	60,937	60,196
Total noncurrent assets	682,694	703,654
Total assets	\$ 3,949,506	\$ 3,718,570

See Notes to Unaudited Condensed Consolidated Financial Statements

**New Jersey Resources Corporation**  
**Part I**

**ITEM 1. FINANCIAL STATEMENTS (Continued)**

**CAPITALIZATION AND LIABILITIES**

<i>(Thousands)</i>	<b>December 31, 2016</b>	September 30, 2016
<b>CAPITALIZATION</b>		
Common stock, \$2.50 par value; authorized 150,000,000 shares; outstanding December 31, 2016 — 86,196,239; September 30, 2016 — 86,086,355	\$ 222,153	\$ 221,654
Premium on common stock	218,476	215,580
Accumulated other comprehensive (loss), net of tax	(9,323)	(15,155)
Treasury stock at cost and other; shares December 31, 2016 — 2,664,765; September 30, 2016 — 2,575,139	(84,450)	(81,044)
Retained earnings	838,505	825,556
Common stock equity	1,185,361	1,166,591
Long-term debt	1,026,682	1,055,038
Total capitalization	2,212,043	2,221,629
<b>CURRENT LIABILITIES</b>		
Current maturities of long-term debt	96,832	61,452
Short-term debt	284,600	121,700
Gas purchases payable	187,219	139,452
Gas purchases payable to related parties	1,155	1,150
Accounts payable and other	72,776	107,184
Dividends payable	21,980	21,975
Accrued taxes	1,246	1,080
Regulatory liabilities	12,120	9,469
New Jersey clean energy program	13,180	14,232
Derivatives, at fair value	93,080	61,080
Restricted broker margin accounts	5,294	—
Customers' credit balances and deposits	33,450	32,834
Total current liabilities	822,932	571,608
<b>NONCURRENT LIABILITIES</b>		
Deferred income taxes	490,017	473,847
Deferred investment tax credits	4,538	4,619
Deferred gain	28,317	28,519
Derivatives, at fair value	4,527	25,252
Manufactured gas plant remediation	168,506	172,000
Postemployment employee benefit liability	140,978	141,604
Regulatory liabilities	38,726	41,411
Asset retirement obligation	29,664	28,379
Other	9,258	9,702
Total noncurrent liabilities	914,531	925,333
Commitments and contingent liabilities (Note 12)		
Total capitalization and liabilities	\$ 3,949,506	\$ 3,718,570

See Notes to Unaudited Condensed Consolidated Financial Statements

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**1. NATURE OF THE BUSINESS**

New Jersey Resources Corporation provides regulated gas distribution services and operates certain unregulated businesses primarily through the following subsidiaries:

New Jersey Natural Gas Company provides natural gas utility service to approximately 525,500 retail customers in central and northern New Jersey and is subject to rate regulation by the BPU. NJNG comprises the Natural Gas Distribution segment;

NJR Clean Energy Ventures Corporation, the Company's clean energy subsidiary, comprises the Clean Energy Ventures segment and consists of the Company's capital investments in commercial and residential solar projects located throughout New Jersey and onshore wind investments in Montana, Iowa, Kansas, Wyoming and Pennsylvania;

NJR Energy Services Company comprises the Energy Services segment that maintains and transacts around a portfolio of natural gas storage and transportation capacity contracts and provides physical wholesale energy and energy management services in the U.S. and Canada;

NJR Midstream Holdings Corporation invests in energy-related ventures through its subsidiaries, NJR Steckman Ridge Storage Company, which holds the Company's 50 percent combined interest in Steckman Ridge, located in Pennsylvania, and NJR Pipeline Company, which holds the Company's 20 percent ownership interest in PennEast and NJNR Pipeline Company, which holds the Company's 1.84 million Common Units of Dominion Midstream Partners, L.P. The investments in Steckman Ridge, PennEast and DM comprise the Midstream segment; and

NJR Retail Holdings Corporation has two principal subsidiaries, NJR Home Services Company, which provides heating, central air conditioning, standby generators, solar and other indoor and outdoor comfort products to residential homes throughout New Jersey, and Commercial Realty & Resources Corporation, which owns commercial real estate. NJR Retail Holdings Corporation is included in Home Services and Other operations. NJR Energy Corporation, a subsidiary of CR&R, was dissolved on November 28, 2016, and all assets were moved to CR&R during the first quarter of fiscal 2017.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accompanying Unaudited Condensed Consolidated Financial Statements have been prepared by NJR in accordance with the rules and regulations of the SEC and GAAP. The September 30, 2016 Balance Sheet data is derived from the audited financial statements of the Company. These Unaudited Condensed Consolidated Financial Statements should be read in conjunction with the consolidated financial statements and the notes thereto included in NJR's 2016 Annual Report on Form 10-K.

The Unaudited Condensed Consolidated Financial Statements include the accounts of NJR and its subsidiaries. In the opinion of management, the accompanying Unaudited Condensed Consolidated Financial Statements reflect all adjustments necessary for a fair presentation of the results of the interim periods presented. These adjustments are of a normal and recurring nature. Because of the seasonal nature of NJR's utility and wholesale energy services operations, in addition to other factors, the financial results for the interim periods presented are not indicative of the results that are to be expected for the fiscal year ending September 30, 2017. Intercompany transactions and accounts have been eliminated.

***Gas in Storage***

The following table summarizes gas in storage, at average cost by company as of:

<i>(\$ in thousands)</i>	<b>December 31, 2016</b>		<b>September 30, 2016</b>	
	<b>Gas in Storage</b>	<b>Bcf</b>	<b>Gas in Storage</b>	<b>Bcf</b>
NJRES	\$ 163,393	62.9	\$ 130,493	62.0
NJNG	56,704	15.9	75,758	21.3
<b>Total</b>	<b>\$ 220,097</b>	<b>78.8</b>	<b>\$ 206,251</b>	<b>83.3</b>

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

***Sales Tax Accounting***

Sales tax that is collected from customers is presented in both operating revenues and operating expenses on the Unaudited Condensed Consolidated Statements of Operations was \$11.2 million and \$7.2 million during the three months ended December 31, 2016 and 2015, respectively. Effective January 1, 2017, the New Jersey sales tax rate decreased from 7 percent to 6.875 percent.

***Asset Held for Sale***

NJR's subsidiary, CR&R, has committed to sell an approximately 56,400 square foot office building on five acres of land located in Monmouth County with a net book value of \$7.7 million. Since it is probable that the sale will be completed within the next 12 months, as of September 30, 2016, the Company has classified the property as held for sale in the Unaudited Condensed Consolidated Balance Sheets.

***Available for Sale Securities***

Included in available for sale securities on the Unaudited Condensed Consolidated Balance Sheets are investments in two publicly traded energy companies. The Company's available for sale securities had a fair value of \$64.4 million and \$55.8 million as of December 31, 2016 and September 30, 2016, respectively. Total unrealized gains associated with these investments are included as a part of accumulated other comprehensive income (loss), a component of common stock equity and were \$16.5 million, \$9.7 million after tax, and \$7.2 million, \$4.2 million after tax, as of December 31, 2016 and September 30, 2016, respectively.

During the three months ended December 31, 2016, NJR received proceeds of approximately \$3.2 million from the sale of available-for-sale securities and realized a pre-tax gain of \$2.6 million, which is included in other income in the Unaudited Condensed Consolidated Statements of Operations. Reclassifications of realized gains out of other comprehensive income into income are determined based on average cost.

***Customer Accounts Receivable***

Customer accounts receivable include outstanding billings from the following subsidiaries as of:

<i>(Thousands)</i>	<b>December 31, 2016</b>		September 30, 2016			
NJRES	\$	<b>173,708</b>	<b>69%</b>	\$	102,884	72%
NJNG <sup>(1)</sup>		<b>71,404</b>	<b>28</b>		30,951	22
NJRCEV		<b>2,121</b>	<b>1</b>		1,807	1
NJRHS and other		<b>5,522</b>	<b>2</b>		7,016	5
<b>Total</b>	<b>\$</b>	<b>252,755</b>	<b>100%</b>	<b>\$</b>	<b>142,658</b>	<b>100%</b>

<sup>(1)</sup> Does not include unbilled revenues of \$47.6 million and \$5.7 million as of December 31, 2016 and September 30, 2016, respectively.

***Loans Receivable***

NJNG provides loans, with terms ranging from two to 10 years, to customers that elect to purchase and install certain energy efficient equipment in accordance with its BPU-approved SAVEGREEN program. The loans are recognized at net present value on the Unaudited Condensed Consolidated Balance Sheets. The Company has recorded \$8.1 million and \$7.8 million in other current assets and \$40.3 million and \$39.5 million in other noncurrent assets as of December 31, 2016 and September 30, 2016, respectively, on the Unaudited Condensed Consolidated Balance Sheets, related to the loans.

NJNG's policy is to establish an allowance for doubtful accounts when loan balances are in arrears for more than 60 days. As of December 31, 2016 and September 30, 2016, there was no allowance for doubtful accounts established for the SAVEGREEN loans.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

***Recently Adopted Updates to the Accounting Standards Codification***

***Stock Compensation***

In March 2016, the FASB issued ASU 2016-09, an amendment to ASC 718, *Compensation - Stock Compensation*, which simplifies several aspects of the accounting for employee share-based compensation, including the accounting for income taxes and forfeitures. The new guidance also increased the threshold for tax withholding to the maximum statutory rate, as applicable, to maintain equity classification and amended the classification of certain tax transactions within the statement of cash flows.

The Company elected to early adopt the amended guidance during the third quarter of fiscal 2016 and applied the new provisions as of the beginning of the year of adoption on a retrospective or prospective basis depending on each amendment's transition requirements. As such, effective October 1, 2015, NJR is recognizing forfeitures as they occur and is recognizing excess tax benefits (deficiencies) as a component of income tax (benefit) provision in its Unaudited Condensed Consolidated Statements of Operations on a prospective basis. All related information for prior periods has been adjusted throughout this report on a retrospective basis to reflect the effects of the adoption. See *Note 11. Income Taxes* for more information on these transactions.

In addition, the following amounts on the Unaudited Condensed Consolidated Financial Statements have been adjusted retrospectively, for the three months ended December 31, 2015:

<i>(Thousands)</i>	<b>As Previously Reported</b>	<b>Effect of Change</b>	<b>As Adjusted</b>
<b>Statements of Operations</b>			
Income tax provision	\$ 8,357	\$ (1,635)	\$ 6,722
Net income	\$ 48,647	\$ 1,635	\$ 50,282
<b>Earnings per common share</b>			
Basic	\$ 0.57	\$ 0.02	\$ 0.59
Diluted	\$ 0.56	\$ 0.02	\$ 0.58
<b>Cash flows (used in) operating activities</b>			
Net income	\$ 48,647	\$ 1,635	\$ 50,282
Tax benefit from stock based compensation	\$ —	\$ 1,635	\$ 1,635
Other noncurrent liabilities	\$ 4,401	\$ (228)	\$ 4,173
Net cash flows (used in) operating activities	\$ (39,216)	\$ 3,042	\$ (36,174)
<b>Cash flows from financing activities</b>			
Tax withholding payments related to net settled stock compensation	\$ —	\$ (3,042)	\$ (3,042)
Cash flows from financing activities	\$ 131,356	\$ (3,042)	\$ 128,314

There was no impact to the Unaudited Condensed Consolidated Balance Sheets upon adoption of the new guidance.

In June 2014, the FASB issued ASU No. 2014-12, an amendment to ASC 718, *Compensation - Stock Compensation*, which clarifies the accounting for performance awards when the terms of the award provide that a performance target could be achieved after the requisite service period. The Company adopted the new guidance in the first quarter of fiscal 2017 and applied the new provisions on a prospective basis which did not impact its financial position, results of operations or cash flows upon adoption.

***Consolidation***

In February 2015, the FASB issued ASU No. 2015-02, an amendment to ASC 810, *Consolidation*, which changes the consolidation analysis required under GAAP and reevaluates whether limited partnerships and similar entities must be consolidated. The Company adopted the new guidance in the first quarter of fiscal 2017 and applied the new provisions on a full retrospective basis, which did not impact its financial position, results of operations or cash flows upon adoption.

***Interest***

In April 2015, the FASB issued ASU No. 2015-03, an amendment to ASC 835, *Interest - Imputation of Interest*, which simplifies the presentation of debt issuance costs by requiring them to be presented on the balance sheet as a deduction from the carrying amount of the liability. The amendments do not affect the recognition and measurement guidance for debt issuance costs. In August 2015, the FASB issued ASU No. 2015-15, which clarified that the amendments contained within ASU No. 2015-03 do not require companies to modify their accounting for costs incurred in obtaining revolving credit facilities. The Company adopted

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

the new guidance in the first quarter of fiscal 2017 and applied the new provisions on a full retrospective basis. Accordingly, as of December 31, 2016, the Company reclassified \$7.4 million and \$949,000 from other non-current assets to long-term debt and current maturities of long-term debt, respectively.

In addition, the following amounts on the Unaudited Condensed Consolidated Balance sheets have been adjusted, retrospectively, as of September 30, 2016.

<i>(Thousands)</i>	<b>As Previously Reported</b>	<b>Effect of Change</b>	<b>As Adjusted</b>
<b>Assets</b>			
Other noncurrent assets	\$ 68,708	\$ (8,512)	\$ 60,196
Total noncurrent assets	\$ 712,166	\$ (8,512)	\$ 703,654
Total assets	\$ 3,727,082	\$ (8,512)	\$ 3,718,570
<b>Capitalization and Liabilities</b>			
Long-term debt	\$ 1,063,550	\$ (8,512)	\$ 1,055,038
Total capitalization	\$ 2,230,141	\$ (8,512)	\$ 2,221,629
Total capitalization and liabilities	\$ 3,727,082	\$ (8,512)	\$ 3,718,570

Intangibles

In April 2015, the FASB issued ASU No. 2015-05, an amendment to ASC 350, *Intangibles - Goodwill and Other - Internal-Use Software*, which clarifies the accounting for fees in a cloud computing arrangement. The amendments provide guidance on how an entity should evaluate the accounting for fees paid in a cloud computing arrangement to determine whether an arrangement includes the sale or license of software. The Company adopted the new guidance in the first quarter of fiscal 2017 and applied the new provisions on a prospective basis, which did not impact its financial position, results of operations or cash flows upon adoption.

***Other Recent Updates to the Accounting Standards Codification***

Revenue

In May 2014, the FASB issued ASU No. 2014-09, and added Topic 606, *Revenue from Contracts with Customers*, to the ASC. ASC 606 supersedes ASC 605, *Revenue Recognition*, as well as most industry-specific guidance, and prescribes a single, comprehensive revenue recognition model designed to improve financial reporting comparability across entities, industries, jurisdictions and capital markets. In August 2015, the FASB issued ASU No. 2015-14, which defers the implementation of the new guidance for one year. The new guidance will become effective for the Company's fiscal year ending September 30, 2019, and interim periods within that year. The Company continues to evaluate the provisions of ASC 606 and monitor industry specific developments and interpretations, however, based on the review of customer contracts to date, it is not anticipating a material impact to its financial position, results of operations or cash flows upon adoption. Accordingly, the Company expects to transition to the new guidance using the modified retrospective approach.

Inventory

In July 2015, the FASB issued ASU No. 2015-11, an amendment to ASC 330, *Inventory*, which requires entities to measure most inventory "at the lower of cost or net realizable value," thereby simplifying the current guidance under which an entity must measure inventory at the lower of cost or market. The guidance is effective for the Company's fiscal year ending September 30, 2018, and interim periods within that year. Upon adoption, the amendments will be applied on a prospective basis. The Company is currently evaluating the amendment to understand the impact on its financial position, results of operations and cash flows upon adoption.

Financial Instruments

In January 2016, the FASB issued ASU 2016-01, an amendment to ASC 825, *Financial Instruments*, to address certain aspects of the recognition, measurement, presentation and disclosure of financial instruments. The standard affects investments in equity securities that do not result in consolidation and are not accounted for under the equity method and the presentation of certain fair value changes for financial liabilities measured at fair value. It also simplifies the impairment assessment of equity investments without a readily determinable fair value by requiring a qualitative assessment. The guidance is effective for the Company's fiscal year ending September 30, 2019, and interim periods within that year. Upon adoption, the amendments will be

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

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applied on a modified-retrospective basis. The Company has evaluated the amendments and noted that, upon adoption, subsequent changes to the fair value of the Company's available for sale securities will be recorded in the statement of operations as opposed to other comprehensive income. The Company does not expect any other material impacts to its financial position, results of operations or cash flows upon adoption.

In June 2016, the FASB issued ASU 2016-13, an amendment to ASC 326, *Financial Instruments - Credit Losses*, which changes the impairment model for certain financial assets that have a contractual right to receive cash, including trade and loan receivables. The new model requires recognition based upon an estimation of expected credit losses rather than recognition of losses when it is probable that they have been incurred. The guidance is effective for the Company's fiscal year ending September 30, 2021, and interim periods within that year, with early adoption permitted. The Company is currently evaluating the amendments to understand the impact on its financial position, results of operations and cash flows upon adoption and will apply the new guidance to its trade and loan receivables on a modified retrospective basis.

Leases

In February 2016, the FASB issued ASU 2016-02, an amendment to ASC 842, *Leases*, which provides for a comprehensive overhaul of the lease accounting model and changes the definition of a lease within the accounting literature. Under the new standard, all leases with a term greater than one year will be recorded on the balance sheet. Amortization of the related asset will be accounted for using one of two approaches prescribed by the guidance. Additional disclosures will be required to allow the user to assess the amount, timing and uncertainty of cash flows arising from leasing activities. A modified retrospective transition approach is required for leases existing at the time of adoption. The guidance is effective for the Company's fiscal year ending September 30, 2020, and interim periods within that year, with early adoption permitted. The Company is currently evaluating the amendments to understand the impact on its financial position, results of operations and cash flows upon adoption.

Statement of Cash Flows

In August 2016, the FASB issued ASU No. 2016-15, an amendment to ASC 230, *Statement of Cash Flows*, which addresses eight specific cash flow issues for which there has been diversity in practice. The guidance is effective for the Company's fiscal year ending September 30, 2019, and interim periods within that year with early adoption permitted. Upon adoption, the amendments will be applied on a retrospective basis. The Company is currently evaluating the amendments to understand the impact on its consolidated statements of cash flows upon adoption.

Restricted Cash

In November 2016, the FASB issued ASU No. 2016-18, an amendment to ASC 230, *Statement of Cash Flows*, which requires that any amounts that are deemed to be restricted cash or restricted cash-equivalents be included in cash and cash-equivalent balances on the cash flow statement. Transfers between cash and restricted cash accounts will no longer be recognized within the statement of cash flows. The guidance is effective for the Company's fiscal year ending September 30, 2019, with early adoption permitted. Upon adoption, the amendments will be applied on a retrospective basis. Based on the Company's historical restricted cash balances, it does not expect any material impacts to its financial position, results of operations or cash flows upon adoption.

**3. REGULATION**

NJNG is subject to cost-based regulation, therefore, it is permitted to recover authorized operating expenses and earn a reasonable return on its utility capital investments based on the BPU's approval. The impact of the ratemaking process and decisions authorized by the BPU allows NJNG to capitalize or defer certain costs that are expected to be recovered from its customers as regulatory assets and to recognize certain obligations representing amounts that are probable future expenditures as regulatory liabilities in accordance with accounting guidance applicable to regulated operations.

NJNG's recovery of costs is facilitated through its base rates, BGSS and other regulatory tariff riders. NJNG is required to make an annual filing to the BPU by June 1 of each year for review of its BGSS, CIP and various other programs and related rates. Annual rate changes are requested to be effective at the beginning of the following fiscal year. In addition, NJNG is also permitted to request approval of certain rate or program changes on an interim basis. All rate and program changes are subject to proper notification and BPU review and approval.



**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

In September 2016, the BPU approved NJNG's base rate case, effective October 1, 2016, which included an increase in base rates in the amount of \$45 million. The base rate increase includes a return on common equity of 9.75 percent, a common equity ratio of 52.5 percent and a depreciation rate of 2.4 percent. The approval also included the five-year extension of SAFE II, rate recovery of NJ RISE capital investment costs through June 30, 2016, recovery of NJNG's SAFE I, NGV and LNG capital investments and recovery of other costs previously deferred in regulatory assets.

Regulatory assets and liabilities included on the Unaudited Condensed Consolidated Balance Sheets are comprised of the following:

<i>(Thousands)</i>	<b>December 31, 2016</b>	September 30, 2016
<b>Regulatory assets-current</b>		
Conservation Incentive Program	\$ 28,662	\$ 36,957
New Jersey Clean Energy Program	13,180	14,232
Underrecovered gas costs	1,298	—
Derivatives at fair value, net	—	3,097
<b>Total current regulatory assets</b>	<b>\$ 43,140</b>	<b>\$ 54,286</b>
<b>Regulatory assets-noncurrent</b>		
<b>Environmental remediation costs</b>		
Expended, net of recoveries	\$ 20,025	\$ 19,595
Liability for future expenditures	168,506	172,000
Deferred income taxes	20,599	20,273
Derivatives at fair value, net	2,702	23,384
SAVEGREEN	22,060	25,208
Postemployment and other benefit costs	154,221	157,027
Deferred Superstorm Sandy costs	14,659	15,201
Other noncurrent regulatory assets	5,709	8,606
<b>Total noncurrent regulatory assets</b>	<b>\$ 408,481</b>	<b>\$ 441,294</b>
<b>Regulatory liability-current</b>		
Overrecovered gas costs	\$ —	\$ 9,469
Derivatives at fair value, net	12,120	—
<b>Total current regulatory liabilities</b>	<b>\$ 12,120</b>	<b>\$ 9,469</b>
<b>Regulatory liabilities-noncurrent</b>		
Cost of removal obligation	\$ 25,318	\$ 30,549
New Jersey Clean Energy Program	12,659	10,657
Other noncurrent regulatory liabilities	749	205
<b>Total noncurrent regulatory liabilities</b>	<b>\$ 38,726</b>	<b>\$ 41,411</b>

**4. DERIVATIVE INSTRUMENTS**

The Company is subject to commodity price risk due to fluctuations in the market price of natural gas, SRECs and electricity. To manage this risk, the Company enters into a variety of derivative instruments including, but not limited to, futures contracts, physical forward contracts, financial options and swaps to economically hedge the commodity price risk associated with its existing and anticipated commitments to purchase and sell natural gas, SRECs and electricity. In addition, the Company may utilize foreign currency derivatives to hedge Canadian dollar denominated gas purchases and/or sales. Therefore, the Company's primary underlying risks include commodity prices, interest rates and foreign currency. These contracts are accounted for as derivatives. Accordingly, all of the financial and certain of the Company's physical derivative instruments are recorded at fair value on the Unaudited Condensed Consolidated Balance Sheets. For a more detailed discussion of the Company's fair value measurement policies and level disclosures associated with NJR's derivative instruments, see *Note 5. Fair Value*.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

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***NJRES***

Since NJRES chooses not to designate its financial commodity and physical forward commodity derivatives as accounting hedges or to elect NPNS, the changes in the fair value of these derivatives are recorded as a component of gas purchases or operating revenues, as appropriate for NJRES, on the Unaudited Condensed Consolidated Statements of Operations as unrealized gains or (losses). For NJRES at settlement, realized gains and (losses) on all financial derivative instruments are recognized as a component of gas purchases and realized gains and (losses) on all physical derivatives follow the presentation of the related unrealized gains and (losses) as a component of either gas purchases or operating revenues.

NJRES also enters into natural gas transactions in Canada and, consequently, is exposed to fluctuations in the value of Canadian currency relative to the U.S. dollar. NJRES may utilize foreign currency derivatives to lock in the exchange rate associated with natural gas transactions denominated in Canadian currency. The derivatives may include currency forwards, futures, or swaps and are accounted for as derivatives. These derivatives are typically used to hedge demand fee payments on pipeline capacity, storage and gas purchase agreements. Accordingly, changes in the fair value of foreign exchange contracts are recognized in gas purchases on the Unaudited Condensed Consolidated Statements of Operations. For transactions occurring on or before December 31, 2015, NJRES' foreign exchange contracts were designated as cash flow hedges, and the effective portion of the hedges were recorded in OCI.

As a result of NJRES entering into transactions to borrow natural gas, commonly referred to as "park and loans," an embedded derivative is recognized relating to differences between the fair value of the amount borrowed and the fair value of the amount that will ultimately be repaid, based on changes in the forward price for natural gas prices at the borrowed location over the contract term. This embedded derivative is accounted for as a forward sale in the month in which the repayment of the borrowed gas is expected to occur, and is considered a derivative transaction that is recorded at fair value on the Unaudited Condensed Consolidated Balance Sheets, with changes in value recognized in current period earnings.

Expected production of SRECs is hedged through the use of forward and futures contracts. All contracts require the Company to physically deliver SRECs through the transfer of certificates as per contractual settlement schedules. The Company applies NPNS accounting to SREC forward and futures contracts entered into on or before December 31, 2015. Effective for contracts executed January 1, 2016, and on a prospective basis, NJRES no longer elects NPNS accounting treatment on all SREC forward sales contracts and recognizes changes in the fair value of these derivatives as a component of operating revenues. Upon settlement of the contract, the related revenue is recognized when the SREC is transferred to the counterparty.

NPNS is a contract-by-contract election and, where it makes sense to do so, we can and may elect certain contracts to be normal.

***NJNG***

Changes in fair value of NJNG's financial commodity derivatives are recorded as a component of regulatory assets or liabilities on the Unaudited Condensed Consolidated Balance Sheets. The Company elects NPNS accounting treatment on all physical commodity contracts that NJNG entered into on or before December 31, 2015, and accounts for these contracts on an accrual basis. Accordingly, physical natural gas purchases are recognized in regulatory assets or liabilities on the Unaudited Condensed Consolidated Balance Sheets when the contract settles and the natural gas is delivered. The average cost of natural gas is charged to expense in the current period earnings based on the BGSS factor times the therm sales. Effective for contracts executed January 1, 2016, and on a prospective basis, NJNG no longer elects NPNS accounting treatment on all physical forward commodity contracts. However, since NPNS is a contract-by-contract election, where it makes sense to do so, we can and may elect certain contracts to be normal. Because NJNG recovers these amounts through future BGSS rates as increases or decreases to the cost of natural gas in NJNG's tariff for gas service, the changes in fair value of these contracts are deferred as a component of regulatory assets or liabilities on the Unaudited Condensed Consolidated Balance Sheets.

In an April 2014 BPU Order, NJNG received regulatory approval to enter into interest rate risk management transactions related to long-term debt securities. On June 1, 2015, NJNG entered into a treasury lock transaction to fix a benchmark treasury rate of 3.26 percent associated with a forecasted \$125 million debt issuance expected in May 2018. This forecasted debt issuance coincides with the maturity of NJNG's existing \$125 million, 5.6 percent notes due May 15, 2018. The change in fair value of NJNG's treasury lock agreement is recorded as a component of regulatory assets or liabilities on the Unaudited Condensed Consolidated Balance Sheets since NJNG believes that the market value upon settlement will be recovered in future rates. Upon settlement, any gain or loss will be amortized into earnings over the life of the future underlying debt issuance.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

***Fair Value of Derivatives***

The following table reflects the fair value of NJR's derivative assets and liabilities recognized on the Unaudited Condensed Consolidated Balance Sheets as of:

<i>(Thousands)</i>	Balance Sheet Location	Fair Value			
		December 31, 2016		September 30, 2016	
		Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
<b>Derivatives not designated as hedging instruments:</b>					
<u>NJNG:</u>					
Physical commodity contracts	Derivatives - current	\$ 1,181	\$ 76	\$ 235	\$ 1,154
Financial commodity contracts	Derivatives - current	13,931	2,919	805	2,979
	Derivatives - noncurrent	—	—	75	386
Interest rate contracts	Derivatives - noncurrent	—	2,702	—	23,073
<u>NJRES:</u>					
Physical commodity contracts	Derivatives - current	5,477	5,978	5,994	11,660
	Derivatives - noncurrent	2,192	1,193	3,987	1,212
Financial commodity contracts	Derivatives - current	29,626	84,016	22,929	45,255
	Derivatives - noncurrent	1,468	632	1,165	581
Foreign currency contracts	Derivatives - current	—	91	1	32
Fair value of derivatives not designated as hedging instruments		\$ 53,875	\$ 97,607	\$ 35,191	\$ 86,332
<b>Total fair value of derivatives</b>		<b>\$ 53,875</b>	<b>\$ 97,607</b>	<b>\$ 35,191</b>	<b>\$ 86,332</b>

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**Offsetting of Derivatives**

NJR transacts under master netting arrangements or equivalent agreements that allow it to offset derivative assets and liabilities with the same counterparty. However, NJR's policy is to present its derivative assets and liabilities on a gross basis at the contract level unit of account on the Unaudited Condensed Consolidated Balance Sheets. The following table summarizes the reported gross amounts, the amounts that NJR has the right to offset but elects not to, financial collateral, as well as the net amounts NJR could present on the Unaudited Condensed Consolidated Balance Sheets but elects not to.

<i>(Thousands)</i>	Amounts Presented in Balance Sheets <sup>(1)</sup>	Offsetting Derivative Instruments <sup>(2)</sup>	Financial Collateral Received/Pledged <sup>(3)</sup>	Net Amounts <sup>(4)</sup>
<b>As of December 31, 2016:</b>				
<b>Derivative assets:</b>				
NJRES				
Physical commodity contracts	\$ 7,669	\$ (3,278)	\$ (200)	\$ 4,191
Financial commodity contracts	31,094	(31,094)	—	—
<b>Total NJRES</b>	<b>\$ 38,763</b>	<b>\$ (34,372)</b>	<b>\$ (200)</b>	<b>\$ 4,191</b>
NJNG				
Physical commodity contracts	\$ 1,181	\$ (4)	\$ —	\$ 1,177
Financial commodity contracts	13,931	(2,919)	(4,205)	6,807
<b>Total NJNG</b>	<b>\$ 15,112</b>	<b>\$ (2,923)</b>	<b>\$ (4,205)</b>	<b>\$ 7,984</b>
<b>Derivative liabilities:</b>				
NJRES				
Physical commodity contracts	\$ 7,171	\$ (3,278)	\$ —	\$ 3,893
Financial commodity contracts	84,648	(31,093)	(53,555)	—
Foreign currency contracts	91	—	—	91
<b>Total NJRES</b>	<b>\$ 91,910</b>	<b>\$ (34,371)</b>	<b>\$ (53,555)</b>	<b>\$ 3,984</b>
NJNG				
Physical commodity contracts	\$ 76	\$ (4)	\$ —	\$ 72
Financial commodity contracts	2,919	(2,919)	—	—
Interest rate contracts	2,702	—	—	2,702
<b>Total NJNG</b>	<b>\$ 5,697</b>	<b>\$ (2,923)</b>	<b>\$ —</b>	<b>\$ 2,774</b>
<b>As of September 30, 2016:</b>				
<b>Derivative assets:</b>				
NJRES				
Physical commodity contracts	\$ 9,981	\$ (2,837)	\$ (755)	\$ 6,389
Financial commodity contracts	24,094	(17,945)	(6,149)	—
Foreign currency contracts	1	(1)	—	—
<b>Total NJRES</b>	<b>\$ 34,076</b>	<b>\$ (20,783)</b>	<b>\$ (6,904)</b>	<b>\$ 6,389</b>
NJNG				
Physical commodity contracts	\$ 235	\$ (31)	\$ —	\$ 204
Financial commodity contracts	880	(880)	—	—
<b>Total NJNG</b>	<b>\$ 1,115</b>	<b>\$ (911)</b>	<b>\$ —</b>	<b>\$ 204</b>
<b>Derivative liabilities:</b>				
NJRES				
Physical commodity contracts	\$ 12,872	\$ (2,837)	\$ 1,200	\$ 11,235
Financial commodity contracts	45,836	(17,945)	(27,891)	—
Foreign currency contracts	32	(1)	—	31
<b>Total NJRES</b>	<b>\$ 58,740</b>	<b>\$ (20,783)</b>	<b>\$ (26,691)</b>	<b>\$ 11,266</b>
NJNG				
Physical commodity contracts	\$ 1,154	\$ (31)	\$ —	\$ 1,123
Financial commodity contracts	3,365	(880)	(2,485)	—
Interest rate contracts	23,073	—	—	23,073

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Total NJNG	\$	27,592	\$	(911)	\$	(2,485)	\$	24,196
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(1) Derivative assets and liabilities are presented on a gross basis in the balance sheet as the Company does not elect balance sheet offsetting under ASC 210-20.

(2) Includes transactions with NAESB netting election, transactions held by FCMs with net margining and transactions with ISDA netting.

(3) Financial collateral includes cash balances at FCMs as well as cash received from or pledged to other counterparties.

(4) Net amounts represent presentation of derivative assets and liabilities if the Company were to elect balance sheet offsetting under ASC 210-20.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

NJRES utilizes financial derivatives to economically hedge the gross margin associated with the purchase of physical gas to be used for storage injection and its subsequent sale at a later date. The gains or (losses) on the financial transactions that are economic hedges of the cost of the purchased gas are recognized prior to the gains or (losses) on the physical transaction, which are recognized in earnings when the natural gas is delivered. Therefore, mismatches between the timing of the recognition of realized gains or (losses) on the financial derivative instruments and gains or (losses) associated with the actual sale of the natural gas that is being economically hedged along with fair value changes in derivative instruments creates volatility in the results of NJRES, although the Company's intended economic results relating to the entire transaction are unaffected.

The following table reflects the effect of derivative instruments on the Unaudited Condensed Consolidated Statements of Operations as of:

<i>(Thousands)</i>	<b>Location of gain (loss) recognized in income on derivatives</b>	<b>Amount of gain (loss) recognized in income on derivatives</b>	
		<b>Three Months Ended December 31,</b>	
		<b>2016</b>	<b>2015</b>
Derivatives not designated as hedging instruments:			
<u>NJRES:</u>			
Physical commodity contracts	Operating revenues	\$ 1,743	\$ 11,874
Physical commodity contracts	Gas purchases	(8,799)	(21,237)
Financial commodity contracts	Gas purchases	(30,611)	41,276
Foreign currency contracts	Gas purchases	(86)	—
<b>Total unrealized and realized (losses) gains</b>		<b>\$ (37,753)</b>	<b>\$ 31,913</b>

NJRES designated its foreign exchange contracts entered into prior to January 1, 2016, as cash flow hedges and, as a result, changes in fair value of the effective portion of the hedges were recorded in OCI and, upon settlement of the contracts, realized gains and (losses) were reclassified from AOCI to gas purchases on the Unaudited Condensed Consolidated Statements of Operations. The following table reflects the effect of derivative instruments that were designated as cash flow hedges on OCI during the three months ended December 31, 2015 :

<i>(Thousands)</i>	<b>Amount of Gain or (Loss) Recognized in OCI on Derivatives (Effective Portion)</b>		<b>Amount of Gain or (Loss) Reclassified from OCI into Income (Effective Portion)</b>	
	\$	(64)	\$	12
Foreign currency contracts	\$	(64)	\$	12

NJNG's derivative contracts are part of the Company's risk management activities that relate to its natural gas purchases, BGSS incentive programs and debt financing. These transactions are entered into pursuant to regulatory approval. At settlement, the resulting gains and/or losses are payable to or recoverable from utility customers and are deferred in regulatory assets or liabilities resulting in no impact to earnings.

The following table reflects the gains (losses) associated with NJNG's derivative instruments as of:

<i>(Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
<u>NJNG:</u>		
Physical commodity contracts	\$ 1,050	\$ —
Financial commodity contracts	11,178	(5,635)
Interest rate contracts	20,371	2,366
<b>Total unrealized and realized gains (losses)</b>	<b>\$ 32,599</b>	<b>\$ (3,269)</b>

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

NJNG and NJRES had the following outstanding long (short) derivatives as of:

		<b>Volume (Bcf)</b>	
		<b>December 31, 2016</b>	September 30, 2016
NJNG	Futures	24.3	23.6
	Physical	4.4	9.2
NJRES	Futures	(76.4)	(79.1)
	Options	0.5	1.2
	Physical	70.4	94.6

Not included in the previous table are NJRES' gross notional amount of foreign currency transactions of approximately \$3.7 million, NJNG's treasury lock agreement as previously discussed and 179,000 SRECs at NJRES that are open as of December 31, 2016.

**Broker Margin**

Generally, exchange-traded futures contracts require posted collateral, referred to as margin, usually in the form of cash. The amount of margin required is comprised of a fixed initial amount based on exchange requirements and a variable amount based on a daily mark-to-market. The Company maintains separate broker margin accounts for NJNG and NJRES. The balances by company, are as follows:

<i>(Thousands)</i>	Balance Sheet Location	<b>December 31, 2016</b>	September 30, 2016
NJNG	Broker margin - Current assets	\$ —	\$ 4,822
	Broker margin - Current (liabilities)	\$ (5,294)	\$ —
NJRES	Broker margin - Current assets	\$ 79,118	\$ 42,822

We are assessing the impact of rulebook changes that became effective in January 2017 at the CME and other exchanges whereby contracts will now be referred to as settled-to-market, rather than collateralized-to-market contracts and may have different balance sheet presentation for the associated variation margin. Presently, variation margin is reported on the Unaudited Condensed Consolidated Balance Sheets as restricted broker margin accounts. The CME rulebook changes may require us to consider variation margin as a single unit of account, as a settlement payment on the derivative, to be reported on the Unaudited Condensed Consolidated Balance Sheets as derivatives, at fair value.

**Wholesale Credit Risk**

NJNG, NJRES and NJRCEV are exposed to credit risk as a result of their sales/wholesale marketing activities. As a result of the inherent volatility in the prices of natural gas commodities, derivatives, SRECs, electricity and RECs, the market value of contractual positions with individual counterparties could exceed established credit limits or collateral provided by those counterparties. If a counterparty fails to perform the obligations under its contract (e.g., failed to deliver or pay for natural gas, SRECs, electricity or RECs), then the Company could sustain a loss.

NJR monitors and manages the credit risk of its wholesale operations through credit policies and procedures that management believes reduce overall credit risk. These policies include a review and evaluation of current and prospective counterparties' financial statements and/or credit ratings, daily monitoring of counterparties' credit limits and exposure, daily communication with traders regarding credit status and the use of credit mitigation measures, such as collateral requirements and netting agreements. Examples of collateral include letters of credit and cash received for either prepayment or margin deposit. Collateral may be requested due to NJR's election not to extend credit or because exposure exceeds defined thresholds. Most of NJR's wholesale marketing contracts contain standard netting provisions. These contracts include those governed by ISDA and the NAESB. The netting provisions refer to payment netting, whereby receivables and payables with the same counterparty are offset and the resulting net amount is paid to the party to which it is due.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Internally-rated exposure applies to counterparties that are not rated by S&P or Moody's. In these cases, the counterparty's or guarantor's financial statements are reviewed, and similar methodologies and ratios used by S&P and/or Moody's are applied to arrive at a substitute rating. Gross credit exposure is defined as the unrealized fair value of physical and financial derivative commodity contracts, plus any outstanding wholesale receivable for the value of natural gas delivered and/or financial derivative commodity contract that has settled for which payment has not yet been received.

The following is a summary of gross credit exposures grouped by investment and noninvestment grade counterparties, as of December 31, 2016. The amounts presented below have not been reduced by any collateral received or netting and exclude accounts receivable for NJNG retail natural gas sales and services and NJRCEV residential solar installations.

<i>(Thousands)</i>	<b>Gross Credit Exposure</b>	
Investment grade	<b>\$</b>	<b>200,025</b>
Noninvestment grade		<b>40,457</b>
Internally rated investment grade		<b>14,769</b>
Internally rated noninvestment grade		<b>23,082</b>
<b>Total</b>	<b>\$</b>	<b>278,333</b>

Conversely, certain of NJNG's and NJRES' derivative instruments are linked to agreements containing provisions that would require cash collateral payments from the Company if certain events occur. These provisions vary based upon the terms in individual counterparty agreements and can result in cash payments if NJNG's credit rating were to fall below its current level. NJNG's credit rating, with respect to S&P, reflects the overall corporate credit profile of NJR. Specifically, most, but not all, of these additional payments will be triggered if NJNG's debt is downgraded by the major credit agencies, regardless of investment grade status. In addition, some of these agreements include threshold amounts that would result in additional collateral payments if the values of derivative liabilities were to exceed the maximum values provided for in relevant counterparty agreements. Other provisions include payment features that are not specifically linked to ratings, but are based on certain financial metrics.

Collateral amounts associated with any of these conditions are determined based on a sliding scale and are contingent upon the degree to which the Company's credit rating and/or financial metrics deteriorate, and the extent to which liability amounts exceed applicable threshold limits. The aggregate fair value of all derivative instruments with credit-risk-related contingent features that were in a liability position on December 31, 2016 and September 30, 2016, was \$2.7 million and \$23.1 million, respectively, for which the Company had not posted collateral. If all thresholds related to the credit-risk-related contingent features underlying these agreements had been invoked on December 31, 2016 and September 30, 2016, the Company would have been required to post an additional \$2.7 million and \$23.1 million, respectively, to its counterparties. These amounts differ from the respective net derivative liabilities reflected on the Unaudited Condensed Consolidated Balance Sheets because the agreements also include clauses, commonly known as "Rights of Offset," that would permit the Company to offset its derivative assets against its derivative liabilities for determining additional collateral to be posted, as previously discussed.

**5. FAIR VALUE**

*Fair Value of Assets and Liabilities*

The fair value of cash and cash equivalents, accounts receivable, current loan receivables, accounts payable, commercial paper and borrowings under revolving credit facilities are estimated to equal their carrying amounts due to the short maturity of those instruments. Non-current loan receivables are recorded based on what the Company expects to receive, which approximates fair value. The Company regularly evaluates the credit quality and collection profile of its customers to approximate fair value.

The estimated fair value of long-term debt at NJNG and NJR, including current maturities, excluding capital leases and debt issuance costs, is as follows:

<i>(Thousands)</i>	<b>December 31, 2016</b>	<b>September 30, 2016</b>
Carrying value <sup>(1)</sup>	<b>\$ 1,082,845</b>	<b>\$ 1,082,845</b>
Fair market value	<b>\$ 1,079,431</b>	<b>\$ 1,131,077</b>

(1) Excludes capital leases of \$49 million and \$42.2 million as of December 31, 2016 and September 30, 2016, respectively.



**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

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NJR utilizes a discounted cash flow method to determine the fair value of its debt. Inputs include observable municipal and corporate yields, as appropriate for the maturity of the specific issue and the Company's credit rating. As of December 31, 2016, NJR discloses its debt within Level 2 of the fair value hierarchy.

***Fair Value Hierarchy***

NJR applies fair value measurement guidance to its financial assets and liabilities, as appropriate, which include financial derivatives and physical commodity contracts qualifying as derivatives, available for sale securities and other financial assets and liabilities. In addition, authoritative accounting literature prescribes the use of a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value based on the source of the data used to develop the price inputs. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to inputs that are based on unobservable market data and include the following:

Level 1 Unadjusted quoted prices for identical assets or liabilities in active markets. NJR's Level 1 assets and liabilities include exchange traded natural gas futures and options contracts, listed equities and money market funds. Exchange traded futures and options contracts include all energy contracts traded on the NYMEX, CME and ICE that NJR refers internally to as basis swaps, fixed swaps, futures and financial options that are cleared through a FCM.

Level 2 Other significant observable inputs such as interest rates or price data, including both commodity and basis pricing that is observed either directly or indirectly from publications or pricing services. NJR's Level 2 assets and liabilities include over-the-counter physical forward commodity contracts and swap contracts, SREC forward sales or derivatives that are initially valued using observable quotes and are subsequently adjusted to include time value, credit risk or estimated transport pricing components for which no basis price is available. Level 2 financial derivatives consist of transactions with non-FCM counterparties (basis swaps, fixed swaps and/or options). NJNG's treasury lock is also considered Level 2 as valuation is based on quoted market interest and swap rates as inputs to the valuation model. Inputs are verifiable and do not require significant management judgment. For some physical commodity contracts the Company utilizes transportation tariff rates that are publicly available and that it considers to be observable inputs that are equivalent to market data received from an independent source. There are no significant judgments or adjustments applied to the transportation tariff inputs and no market perspective is required. Even if the transportation tariff input were considered to be a "model," it would still be considered to be a Level 2 input as the data is:

- widely accepted and public;
- non-proprietary and sourced from an independent third party; and
- observable and published.

These additional adjustments are generally not considered to be significant to the ultimate recognized values.

Level 3 Inputs derived from a significant amount of unobservable market data. These include NJR's best estimate of fair value and are derived primarily through the use of internal valuation methodologies.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Assets and liabilities measured at fair value on a recurring basis are summarized as follows:

<i>(Thousands)</i>	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
<b>As of December 31, 2016:</b>				
Assets:				
Physical commodity contracts	\$ —	\$ 8,850	\$ —	\$ 8,850
Financial commodity contracts	45,025	—	—	45,025
Available for sale equity securities - energy industry	64,447	—	—	64,447
Other <sup>(1)</sup>	33,614	—	—	33,614
<b>Total assets at fair value</b>	<b>\$ 143,086</b>	<b>\$ 8,850</b>	<b>\$ —</b>	<b>\$ 151,936</b>
Liabilities:				
Physical commodity contracts	\$ —	\$ 7,247	\$ —	\$ 7,247
Financial commodity contracts	87,567	—	—	87,567
Financial commodity contracts - foreign exchange	—	91	—	91
Interest rate contracts	—	2,702	—	2,702
<b>Total liabilities at fair value</b>	<b>\$ 87,567</b>	<b>\$ 10,040</b>	<b>\$ —</b>	<b>\$ 97,607</b>
<b>As of September 30, 2016:</b>				
Assets:				
Physical commodity contracts	\$ —	\$ 10,216	\$ —	\$ 10,216
Financial commodity contracts	24,974	—	—	24,974
Financial commodity contracts - foreign exchange	—	1	—	1
Available for sale equity securities - energy industry	55,789	—	—	55,789
Other <sup>(1)</sup>	35,516	—	—	35,516
<b>Total assets at fair value</b>	<b>\$ 116,279</b>	<b>\$ 10,217</b>	<b>\$ —</b>	<b>\$ 126,496</b>
Liabilities:				
Physical commodity contracts	\$ —	\$ 14,026	\$ —	\$ 14,026
Financial commodity contracts	49,201	—	—	49,201
Financial commodity contracts - foreign exchange	—	32	—	32
Interest rate contracts	—	23,073	—	23,073
<b>Total liabilities at fair value</b>	<b>\$ 49,201</b>	<b>\$ 37,131</b>	<b>\$ —</b>	<b>\$ 86,332</b>

<sup>(1)</sup> Includes various money market funds.

**6. INVESTMENTS IN EQUITY METHOD INVESTEEES**

NJR's investments in equity method investees includes the following as of:

<i>(Thousands)</i>	December 31, 2016	September 30, 2016
Steckman Ridge <sup>(1)</sup>	\$ 122,431	\$ 123,155
PennEast	22,738	17,993
<b>Total</b>	<b>\$ 145,169</b>	<b>\$ 141,148</b>

<sup>(1)</sup> Includes loans with a total outstanding principal balance of \$70.4 million for both December 31, 2016 and September 30, 2016. The loans accrue interest at a variable rate that resets quarterly and are due October 1, 2023.

NJR, through a subsidiary, NJR Pipeline Company, formed PennEast with five other investors, and plans to construct and operate a 120 -mile pipeline that will extend from northeast Pennsylvania to western New Jersey, which is estimated to be in service by the first quarter of fiscal 2019.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

NJRES and NJNG have entered into storage and park and loan agreements with Steckman Ridge. In addition, NJNG has entered into a precedent capacity agreement with PennEast. See *Note 14. Related Party Transactions* for more information on these intercompany transactions.

**7. EARNINGS PER SHARE**

The following table presents the calculation of the Company's basic and diluted earnings per share for:

<i>(Thousands, except per share amounts)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net income, as reported	\$ 34,929	\$ 50,282
Basic earnings per share		
Weighted average shares of common stock outstanding-basic	86,084	85,675
Basic earnings per common share	\$0.41	\$0.59
Diluted earnings per share		
Weighted average shares of common stock outstanding-basic	86,084	85,675
Incremental shares <sup>(1)</sup>	771	1,001
Weighted average shares of common stock outstanding-diluted	86,855	86,676
Diluted earnings per common share <sup>(2)</sup>	\$0.40	\$0.58

(1) Incremental shares consist primarily of unvested stock awards and performance shares.

(2) There were no anti-dilutive shares excluded from the calculation of diluted earnings per share for the three months ended December 31, 2016 and 2015 .

**8. COMMON STOCK EQUITY**

Changes in common stock equity during the three months ended December 31, 2016 , were as follows:

<i>(Thousands)</i>	<b>Number of Shares</b>	<b>Common Stock</b>	<b>Premium on Common Stock</b>	<b>Accumulated Other Comprehensive (Loss) Income</b>	<b>Treasury Stock And Other</b>	<b>Retained Earnings</b>	<b>Total</b>
Balance at September 30, 2016	86,086	\$ 221,654	\$ 215,580	\$ (15,155)	\$ (81,044)	\$ 825,556	\$ 1,166,591
Net income						34,929	34,929
Other comprehensive income				5,832			5,832
Common stock issued:							
Incentive plan	200	499	3,779				4,278
Dividend reinvestment plan <sup>(1)</sup>	139		(883)		5,502		4,619
Cash dividend declared (\$.255 per share)						(21,980)	(21,980)
Treasury stock and other	(229)		—		(8,908)		(8,908)
<b>Balance at December 31, 2016</b>	<b>86,196</b>	<b>\$ 222,153</b>	<b>\$ 218,476</b>	<b>\$ (9,323)</b>	<b>\$ (84,450)</b>	<b>\$ 838,505</b>	<b>\$ 1,185,361</b>

(1) The DRP allows NJR, at its option, to use newly issued shares to raise capital. There were no new shares issued through the waiver discount feature during fiscal 2017 .

NJR satisfies its external common equity requirements, if any, through issuances of its common stock, including the proceeds from stock issuances under its DRP. The DRP allows NJR, at its option, to use treasury shares or newly issued shares to raise capital. In December 2015, NJR registered 5 million shares of NJR common stock for issuance under the DRP. NJR raised \$4.6 million and \$3.8 million of equity through the DRP, by issuing approximately 139,000 and 127,000 shares of treasury stock, during the three months ended December 31, 2016 and 2015 , respectively.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**Accumulated Other Comprehensive Income (Loss)**

The following table presents the changes in the components of accumulated other comprehensive income (loss), net of related tax effects:

<i>(Thousands)</i>	Available for Sale Securities	Cash Flow Hedges	Postemployment Benefit Obligation	Total
Balance at September 30, 2016	\$ 4,198	\$ —	\$ (19,353)	\$ (15,155)
Other comprehensive income, net of tax				
Other comprehensive income, before reclassifications, net of tax of \$(4,840), \$0, \$0, \$(4,840)	7,042	—	—	7,042
Amounts reclassified from accumulated other comprehensive income, net of tax of \$1,054, \$0, \$(217), \$837	(1,527)	—	317 <sup>(2)</sup>	(1,210)
Net current-period other comprehensive income, net of tax of \$(3,786), \$0, \$(217), \$(4,003)	5,515	—	317	5,832
<b>Balance at December 31, 2016</b>	<b>\$ 9,713</b>	<b>\$ —</b>	<b>\$ (19,036)</b>	<b>\$ (9,323)</b>
Balance as of September 30, 2015	\$ 6,385	\$ —	\$ (15,779)	\$ (9,394)
Other comprehensive income (loss), net of tax				
Other comprehensive income (loss), before reclassifications, net of tax of (\$2,614), \$23, \$0, \$(2,591)	3,701	(41)	—	3,660
Amounts reclassified from accumulated other comprehensive income, net of tax of \$0, (\$4), (\$174), (\$178)	—	8 <sup>(1)</sup>	256 <sup>(2)</sup>	264
Net current-period other comprehensive income, net of tax of (\$2,614), \$19, \$(174), \$(2,769)	3,701	(33)	256	3,924
<b>Balance as of December 31, 2015</b>	<b>\$ 10,086</b>	<b>\$ (33)</b>	<b>\$ (15,523)</b>	<b>\$ (5,470)</b>

(1) Consists of realized losses related to foreign currency derivatives, which are reclassified to gas purchases on the Unaudited Condensed Consolidated Statements of Operations.

(2) Included in the computation of net periodic pension cost, a component of operations and maintenance expense on the Unaudited Condensed Consolidated Statements of Operations.

**9. DEBT**

NJR and NJNG finance working capital requirements and capital expenditures through various short-term debt and long-term financing arrangements, including a commercial paper program, committed unsecured credit facilities and private placement debt shelf facilities.

**Credit Facilities**

A summary of NJR's credit facility and NJNG's commercial paper program and credit facility are as follows:

<i>(Thousands)</i>	December 31, 2016	September 30, 2016	Expiration Dates
<b>NJR</b>			
Bank revolving credit facilities <sup>(1)</sup>	\$ 425,000	\$ 425,000	September 2020
Notes outstanding at end of period	\$ 284,600	\$ 121,700	
Weighted average interest rate at end of period	1.54%	1.43%	
Amount available at end of period <sup>(2)</sup>	\$ 126,010	\$ 288,910	
<b>NJNG</b>			
Bank revolving credit facilities <sup>(1)</sup>	\$ 250,000	\$ 250,000	May 2019
Commercial paper outstanding at end of period	\$ —	\$ —	
Weighted average interest rate at end of period	—%	—%	
Amount available at end of period <sup>(4)</sup>	\$ 249,269	\$ 249,269	

(1) Committed credit facilities, which require commitment fees on the unused amounts.

(2) Letters of credit outstanding total \$14.4 million for both December 31, 2016 and September 30, 2016, which reduces amount available by the same amount.

(3) Uncommitted credit facilities, which require no commitment fees.

(4) Letters of credit outstanding total \$731,000 for both December 31, 2016 and September 30, 2016, which reduces the amount available by the same amount.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Amounts available under credit facilities are reduced by bank or commercial paper borrowings, as applicable, and any outstanding letters of credit. Neither NJNG nor the results of its operations are obligated or pledged to support the NJR credit or debt shelf facilities.

***Long-term Debt***

***NJNG***

In December 2016, the Company decided to call and purchase, in lieu of redemption, three FMBs. As a result, the \$10.3 million, 4.5 percent Series II, the \$10.5 million, 4.6 percent Series JJ and the \$15 million, 4.9 percent Series KK bonds have been reclassified to current maturities of long-term debt on the Unaudited Condensed Consolidated Balance Sheets as of December 31, 2016. On January 17, 2017, the Company completed the purchase of the three FMBs.

NJNG received \$9.6 million and \$7.1 million in December 2016 and 2015, respectively, in connection with the sale-leaseback of its natural gas meters. NJNG records a capital lease obligation that is paid over the term of the lease and has the option to purchase the meters back at fair value upon expiration of the lease. During the first quarter of fiscal 2017, NJNG exercised early purchase options with respect to meter leases by making final principal payments of \$1 million. NJNG did not exercise early purchase options during the first quarter of fiscal 2016.

**10. EMPLOYEE BENEFIT PLANS**

***Pension and Other Postemployment Benefit Plans***

The components of the net periodic cost for pension benefits, including the Company's Pension Equalization Plan, and OPEB costs (principally health care and life insurance) for employees and covered dependents were as follows:

<i>(Thousands)</i>	<b>Pension</b>		<b>OPEB</b>	
	<b>Three Months Ended</b>		<b>Three Months Ended</b>	
	<b>December 31,</b>		<b>December 31,</b>	
	<b>2016</b>	2015	<b>2016</b>	2015
Service cost	<b>\$ 2,087</b>	\$ 1,898	<b>\$ 1,095</b>	\$ 1,130
Interest cost	<b>2,443</b>	2,836	<b>1,386</b>	1,564
Expected return on plan assets	<b>(4,828)</b>	(5,029)	<b>(1,192)</b>	(1,211)
Recognized actuarial loss	<b>2,207</b>	1,820	<b>1,093</b>	819
Prior service cost amortization	<b>27</b>	28	<b>(91)</b>	(91)
Net periodic benefit cost	<b>\$ 1,936</b>	\$ 1,553	<b>\$ 2,291</b>	\$ 2,211

The Company made a discretionary contribution of \$30 million during the first quarter of fiscal 2016, to improve the funded status of the pension plans based on then current actuarial assumptions, which included the adoption of the most recent mortality table. The Company does not expect to be required to make additional contributions to fund the pension plans during fiscal 2017 or 2018 based on current actuarial assumptions; however, funding requirements are uncertain and can depend significantly on changes in actuarial assumptions, returns on plan assets and changes in the demographics of eligible employees and covered dependents. In addition, as in the past, the Company may elect to make contributions in excess of the minimum required amount to the plans. There were no discretionary contributions made during the three months ended December 31, 2016.

**11. INCOME TAXES**

NJR evaluates its tax positions to determine the appropriate accounting and recognition of potential future obligations associated with unrecognized tax benefits. During the three months ended December 31, 2016 and 2015, based on its analysis, the Company determined there was no need to recognize any liabilities associated with uncertain tax positions.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

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To calculate the estimated annual effective tax rate, NJR considers forecasted pre-tax book income and estimated permanent book versus tax differences, as well as tax credits associated with solar and wind projects. For investment tax credits the estimate is based on solar projects that are probable of being completed and placed in service during the current fiscal year based on the best information available at each reporting period. For production tax credits the estimate is based on the forecast of electricity produced during the current fiscal year based on the best information available at each reporting period. Adjustments to the effective tax rate and management's estimates will occur as information and assumptions change.

The forecasted effective tax rates for the three months ended December 31, 2016 and 2015, were 8.7 percent and 14.7 percent, respectively. The decreased effective tax rate is due primarily to a decrease in forecasted pre-tax income along with an increase in forecasted tax credits for the fiscal year ended September 30, 2017, compared with the prior fiscal year. Forecasted tax credits, net of deferred taxes, were \$34.1 million and \$26.8 million for fiscal 2017 and 2016, respectively.

To the extent there are discrete tax items that are not included in the forecasted effective tax rate, the actual effective tax rate will differ from the estimated annual effective tax rate. The Company recognized \$1.2 million and \$1.6 million during the three months ended December 31, 2016 and 2015, respectively, in excess tax benefits associated with the vesting of share-based awards, as a component of income tax provision in its Unaudited Condensed Consolidated Statements of Operations. Since the tax effects of the awards are treated as a discrete item, NJR's actual effective tax rate was 5.5 percent and 11.8 percent as of December 31, 2016 and 2015, respectively.

As of December 31, 2016, the Company has federal and state income tax net operating losses of approximately \$78.7 million and \$323.9 million, respectively, which generally have a life of 20 years. The Company has recorded federal and state deferred tax assets of approximately \$27.5 million and \$19 million, respectively, on the Unaudited Condensed Consolidated Balance Sheets, reflecting the tax benefits associated with these net operating losses. As of September 30, 2016, the Company had federal and state income tax net operating losses of approximately \$78.7 million and \$310.6 million, respectively, deferred federal and state tax assets of approximately \$27.5 million and \$18.2 million, respectively. As of December 31, 2016 and September 30, 2016, the Company recorded a valuation allowance in the amount of \$108,000 and \$262,000, respectively, because it believes that it is more likely than not that the state net operating losses related to CR&R will expire unused. The Company expects to utilize all of the net operating losses not related to CR&R.

In addition, as of December 31, 2016 and September 30, 2016, the Company had an ITC/PTC carryforward of approximately \$79.1 million and \$74 million, respectively, which has a life of 20 years. The Company expects to utilize this entire carryforward, which would begin to expire in fiscal 2034.

In December 2015, the Consolidated Appropriations Act extended the 30 percent ITC for solar property that is under construction on or before December 31, 2019. The credit will decline to 26 percent for property under construction during 2020 and to 22 percent for property under construction during 2021. For any property that is under construction before 2022, but not placed in service before 2024 the ITC will be reduced to 10 percent. In addition, the PTC was extended for five years through December 31, 2019, with a gradual three year phase out for any project for which construction of the facility begins after December 31, 2016.

## **12. COMMITMENTS AND CONTINGENT LIABILITIES**

### ***Cash Commitments***

NJNG has entered into long-term contracts, expiring at various dates through October 2033, for the supply, storage and transportation of natural gas. These contracts include annual fixed charges of approximately \$60.9 million at current contract rates and volumes, which are recoverable through BGSS.

For the purpose of securing storage and pipeline capacity, NJRES enters into storage and pipeline capacity contracts, which require the payment of certain demand charges by NJRES to maintain the ability to access such natural gas storage or pipeline capacity, during a fixed time period, which generally ranges from one to 10 years. Demand charges are established by interstate storage and pipeline operators and are regulated by FERC. These demand charges represent commitments to pay storage providers or pipeline companies for the right to store and/or transport natural gas utilizing their respective assets.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Commitments as of December 31, 2016 , for natural gas purchases and future demand fees for the next five fiscal year periods are as follows:

<i>(Thousands)</i>	2017	2018	2019	2020	2021	Thereafter
<b>NJRES:</b>						
Natural gas purchases	\$ 239,269	\$ 101,247	\$ 51,731	\$ —	\$ —	\$ —
Storage demand fees	25,935	19,079	12,064	9,248	5,914	3,734
Pipeline demand fees	56,144	28,853	6,761	2,931	2,412	1,416
Sub-total NJRES	\$ 321,348	\$ 149,179	\$ 70,556	\$ 12,179	\$ 8,326	\$ 5,150
<b>NJNG:</b>						
Natural gas purchases	\$ 75,679	\$ 4,511	\$ —	\$ —	\$ —	\$ —
Storage demand fees	21,865	25,766	19,864	12,802	7,023	10,535
Pipeline demand fees	39,065	90,931	91,906	90,998	88,295	732,579
Sub-total NJNG	\$ 136,609	\$ 121,208	\$ 111,770	\$ 103,800	\$ 95,318	\$ 743,114
Total <sup>(1)</sup>	\$ 457,957	\$ 270,387	\$ 182,326	\$ 115,979	\$ 103,644	\$ 748,264

(1) Does not include amounts related to intercompany asset management agreements between NJRES and NJNG.

**Legal Proceedings**

Manufactured Gas Plant Remediation

NJNG is responsible for the remedial cleanup of five MGP sites, dating back to gas operations in the late 1800s and early 1900s, which contain contaminated residues from former gas manufacturing operations. NJNG is currently involved in administrative proceedings with the NJDEP, and participating in various studies and investigations by outside consultants, to determine the nature and extent of any such contaminated residues and to develop appropriate programs of remedial action, where warranted, under Administrative Consent Orders or Memoranda of Agreement with the NJDEP.

NJNG may recover its remediation expenditures, including carrying costs, over rolling seven -year periods pursuant to a RA approved by the BPU. In June 2016 , the BPU approved NJNG's December 2015 filing, which requested approval of its MGP expenditures incurred through June 30, 2015 , with recovery of \$9.4 million annually related to the SBC RA factor with rates effective July 9, 2016 . As of December 31, 2016 , \$20 million of previously incurred remediation costs, net of recoveries from customers and insurance proceeds, are included in regulatory assets on the Unaudited Condensed Consolidated Balance Sheets.

NJNG periodically, and at least annually, performs an environmental review of the MGP sites, including a review of potential liability for investigation and remedial action. NJNG estimated at the time of the most recent review that total future expenditures to remediate and monitor the five MGP sites for which it is responsible, including potential liabilities for Natural Resource Damages that might be brought by the NJDEP for alleged injury to groundwater or other natural resources concerning these sites, will range from approximately \$143.9 million to \$231.6 million . NJNG's estimate of these liabilities is based upon known facts, existing technology and enacted laws and regulations in place when the review was completed. Where it is probable that costs will be incurred, and the information is sufficient to establish a range of possible liability, NJNG accrues the most likely amount in the range. If no point within the range is more likely than the other, it is NJNG's policy to accrue the lower end of the range. Accordingly, NJNG recorded an MGP remediation liability and a corresponding regulatory asset on the Unaudited Condensed Consolidated Balance Sheets of \$172 million as of September 30, 2016 , based on the most likely amount at year end and \$168.5 million as of December 31, 2016 , which includes adjustments for actual expenditures. The actual costs to be incurred by NJNG are dependent upon several factors, including final determination of remedial action, changing technologies and governmental regulations, the ultimate ability of other responsible parties to pay and any insurance recoveries.

NJNG will continue to seek recovery of MGP-related costs through the RA. If any future regulatory position indicates that the recovery of such costs is not probable, the related non-recoverable costs would be charged to income in the period of such determination.

General

In February 2015, a natural gas fire and explosion occurred in Stafford Township, New Jersey as a result of a natural gas leak emanating from an underground pipe. There were no fatalities, although several employees of NJNG were injured and several homes were damaged. NJNG notified its insurance carrier and believes that any costs associated with the incident, including

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

attorneys' fees, property damage and other losses, will be substantially covered by insurance. The Company believes the resolution of any potential claims associated with the incident will not have a material effect on its financial condition, results of operations or cash flows. As of December 31, 2016, NJNG estimates that liabilities associated with claims will range between \$600,000 and \$3.2 million and has accrued the lower end of the range.

The Company is party to various other claims, legal actions and complaints arising in the ordinary course of business. In the Company's opinion, the ultimate disposition of these matters will not have a material effect on its financial condition, results of operations or cash flows.

**13. BUSINESS SEGMENT AND OTHER OPERATIONS DATA**

NJR organizes its businesses based on a combination of factors, including its products and its regulatory environment. As a result, the Company manages its businesses through the following reportable segments and other operations: the Natural Gas Distribution segment consists of regulated energy and off-system, capacity and storage management operations; the Clean Energy Ventures segment consists of capital investments in clean energy projects; the Energy Services segment consists of unregulated wholesale energy operations; the Midstream segment consists of NJR's investments in natural gas transportation and storage facilities; the Home Services and Other operations consist of heating, cooling and water appliance sales, installations and services, commercial real estate development, other investments and general corporate activities.

Information related to the Company's various business segments and other operations is detailed below:

<i>(Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues		
Natural Gas Distribution		
External customers	\$ 185,556	\$ 151,606
Clean Energy Ventures		
External customers	7,567	7,794
Energy Services		
External customers <sup>(1)</sup>	338,930	276,182
Intercompany	(1,749)	2,511
Subtotal	530,304	438,093
Home Services and Other		
External customers	8,975	8,676
Intercompany	1,031	897
Eliminations	718	(3,408)
Total	\$ 541,028	\$ 444,258
Depreciation and amortization		
Natural Gas Distribution	\$ 12,030	\$ 11,238
Clean Energy Ventures	7,041	5,110
Energy Services	16	23
Midstream	1	1
Subtotal	19,088	16,372
Home Services and Other	221	227
Eliminations	(49)	(117)
Total	\$ 19,260	\$ 16,482
Interest income <sup>(2)</sup>		
Natural Gas Distribution	\$ 75	\$ 68
Energy Services	—	72
Midstream	462	264
Subtotal	537	404
Home Services and Other	121	37
Eliminations	(583)	(371)
Total	\$ 75	\$ 70

(1) Includes sales to Canada, which accounted for 1.9 and 3.5 percent of total operating revenues during the three months ended December 31, 2016 and 2015.

(2) Included in other income, net on the Unaudited Condensed Consolidated Statements of Operations.





**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Interest expense, net of capitalized interest		
Natural Gas Distribution	\$ 6,824	\$ 4,588
Clean Energy Ventures	3,324	2,053
Energy Services	571	208
Midstream	56	42
Subtotal	10,775	6,891
Home Services and Other	74	—
Eliminations	(234)	(114)
Total	\$ 10,615	\$ 6,777
Income tax provision (benefit)		
Natural Gas Distribution	\$ 14,887	\$ 13,507
Clean Energy Ventures	(11,887)	(11,734)
Energy Services	(3,176)	4,905
Midstream	1,649	1,640
Subtotal	1,473	8,318
Home Services and Other	(245)	(1,130)
Eliminations	790	(466)
Total	\$ 2,018	\$ 6,722
Equity in earnings of affiliates		
Midstream	\$ 3,331	\$ 3,545
Eliminations	(1,020)	(1,139)
Total	\$ 2,311	\$ 2,406
Net financial earnings		
Natural Gas Distribution	\$ 30,348	\$ 30,926
Clean Energy Ventures	2,842	7,652
Energy Services	3,487	10,304
Midstream	2,387	2,344
Subtotal	39,064	51,226
Home Services and Other	1,542	259
Eliminations	(223)	(218)
Total	\$ 40,383	\$ 51,267
Capital expenditures		
Natural Gas Distribution	\$ 38,855	\$ 49,040
Clean Energy Ventures	46,785	45,006
Subtotal	85,640	94,046
Home Services and Other	171	797
Total	\$ 85,811	\$ 94,843
Investments in equity investees		
Midstream	\$ 4,636	\$ 2,846
Total	\$ 4,636	\$ 2,846

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The Chief Executive Officer, who uses NFE as a measure of profit or loss in measuring the results of the Company's segments and operations, is the chief operating decision maker of the Company. A reconciliation of consolidated NFE to consolidated net income is as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net financial earnings	\$ 40,383	\$ 51,267
Less:		
Unrealized loss (gain) on derivative instruments and related transactions	28,302	(1,135)
Tax effect	(9,757)	413
Effects of economic hedging related to natural gas inventory	(17,939)	3,813
Tax effect	6,204	(1,385)
Net income to NFE tax adjustment	(1,356)	(721)
Net income	\$ 34,929	\$ 50,282

The Company uses derivative instruments as economic hedges of purchases and sales of physical gas inventory. For GAAP purposes, these derivatives are recorded at fair value and related changes in fair value are included in reported earnings. Revenues and cost of gas related to physical gas flow is recognized when the gas is delivered to customers. Consequently, there is a mismatch in the timing of earnings recognition between the economic hedges and physical gas flows. Timing differences occur in two ways:

- Unrealized gains and losses on derivatives are recognized in reported earnings in periods prior to physical gas inventory flows; and
- Unrealized gains and losses of prior periods are reclassified as realized gains and losses when derivatives are settled in the same period as physical gas inventory movements occur.

NFE is a measure of the earnings based on eliminating these timing differences, to effectively match the earnings effects of the economic hedges with the physical sale of gas, SRECs and foreign currency contracts. Consequently, to reconcile between net income and NFE, current period unrealized gains and losses on the derivatives are excluded from NFE as a reconciling item. Additionally, realized derivative gains and losses are also included in current period net income. However, NFE includes only realized gains and losses related to natural gas sold out of inventory, effectively matching the full earnings effects of the derivatives with realized margins on physical gas flows. NJR also calculates a quarterly tax adjustment based on an estimated annual effective tax rate for NFE purposes.

The Company's assets for the various business segments and business operations are detailed below:

<i>(Thousands)</i>	<b>December 31,</b>	<b>September 30,</b>
	<b>2016</b>	<b>2016</b>
Assets at end of period:		
Natural Gas Distribution	\$ 2,554,928	\$ 2,517,401
Clean Energy Ventures	677,978	665,696
Energy Services	470,282	327,626
Midstream	201,128	186,259
Subtotal	3,904,316	3,696,982
Home Services and Other	132,427	109,487
Intercompany assets <sup>(1)</sup>	(87,237)	(87,899)
Total	\$ 3,949,506	\$ 3,718,570

(1) Consists of transactions between subsidiaries that are eliminated and reclassified in consolidation.

**New Jersey Resources Corporation**  
**Part I**

**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**14. RELATED PARTY TRANSACTIONS**

In January 2010, NJNG entered into a 10-year agreement effective April 1, 2010, for 3 Bcf of firm storage capacity with Steckman Ridge. Under the terms of the agreement, NJNG incurs demand fees, at market rates, of approximately \$9.3 million annually, a portion of which is eliminated in consolidation. These fees are recoverable through NJNG's BGSS mechanism and are included in regulatory assets.

NJRES may periodically enter into storage or park and loan agreements with its affiliated FERC-regulated natural gas storage facility, Steckman Ridge. As of December 31, 2016, NJRES has entered into storage and park and loan transactions with Steckman Ridge for varying terms, all of which expire by October 2020.

Demand fees, net of eliminations, associated with Steckman Ridge were as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
NJNG	\$ 1,410	\$ 1,389
NJRES	701	685
<b>Total</b>	<b>\$ 2,111</b>	<b>\$ 2,074</b>

The following table summarizes demand fees payable to Steckman Ridge as of:

<i>(Thousands)</i>	<b>December 31,</b>	<b>September 30,</b>
	<b>2016</b>	<b>2016</b>
NJNG	\$ 778	\$ 775
NJRES	377	375
<b>Total</b>	<b>\$ 1,155</b>	<b>\$ 1,150</b>

NJNG and NJRES have entered into various asset management agreements, the effects of which are eliminated in consolidation. Under the terms of these agreements, NJNG releases certain transportation and storage contracts to NJRES. NJNG retains the right to purchase market priced gas or fixed price storage gas from NJRES. As of December 31, 2016, NJNG and NJRES had three asset management agreements with expiration dates ranging from March 2017 through March 2018.

NJNG has entered into a 15 year transportation precedent agreement for committed capacity of 180,000 Dths per day with PennEast, which is estimated to be in service by the first quarter of fiscal 2019.

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

***Critical Accounting Policies***

A summary of our critical accounting policies is included in *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the period ended September 30, 2016. Our critical accounting policies have not changed from those reported in the 2016 Annual Report on Form 10-K.

***Recently Issued Accounting Standards***

Refer to *Note 2. Summary of Significant Accounting Policies* for discussion of recently issued accounting standards.

***Management's Overview***

***Consolidated***

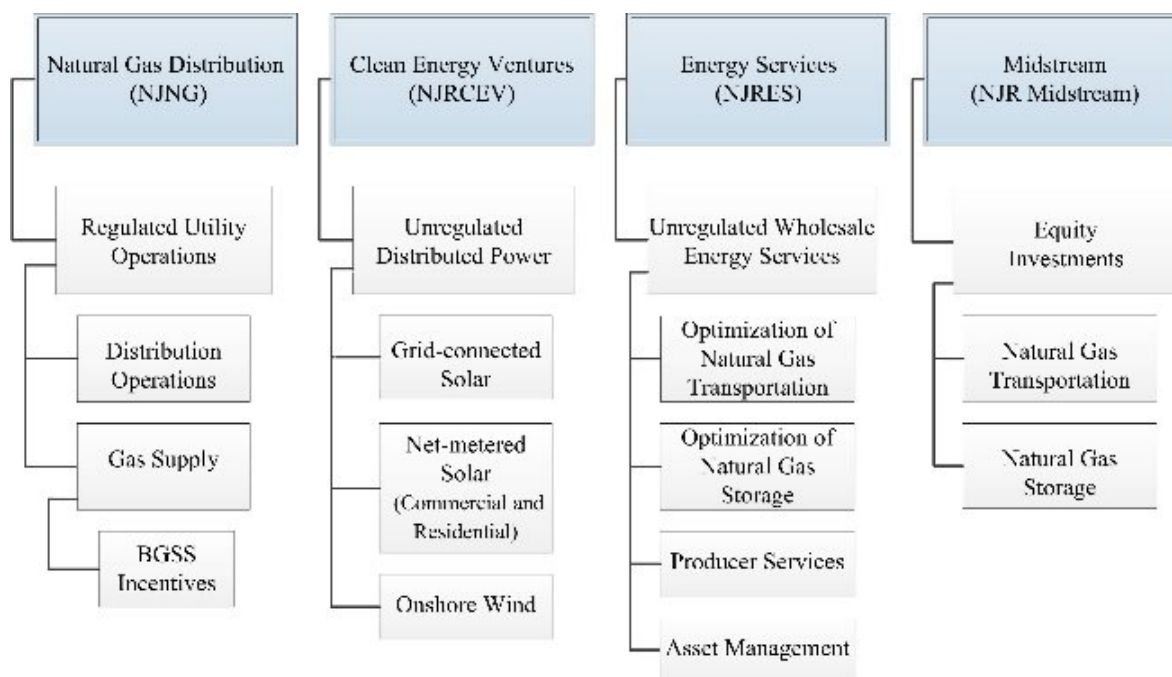
NJR is an energy services holding company providing retail natural gas service in New Jersey and wholesale natural gas and related energy services to customers in the United States and Canada, through its subsidiaries NJNG and NJRES. In addition, we invest in clean energy projects, midstream assets and provide various repair, sales and installations services. A more detailed description of our organizational structure can be found in *Item 1. Business* of our 2016 Annual Report on Form 10-K.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Business Segments

We have four primary business segments as presented in the chart below:



In addition to the four business segments noted above, we have non-utility operations that either provide corporate support services or do not meet management's criteria to be treated as a separate business segment. These operations, which comprise Home Services and Other, include: appliance repair services, sales and installations at NJRHS; and commercial real estate holdings at CR&R.

Net income (loss) by business segment and operations are as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>			
	<b>December 31,</b>			
	<b>2016</b>		<b>2015</b>	
Net Income (Loss)				
Natural Gas Distribution	\$ 30,348	87 %	\$ 30,926	61 %
Clean Energy Ventures	4,198	12	8,373	17
Energy Services	(4,790)	(14)	9,396	18
Midstream	2,387	7	2,344	5
Home Services and Other	1,542	4	259	1
Eliminations <sup>(1)</sup>	1,244	4	(1,016)	(2)
<b>Total</b>	<b>\$ 34,929</b>	<b>100 %</b>	<b>\$ 50,282</b>	<b>100 %</b>

(1) Consists of transactions between subsidiaries that are eliminated in consolidation.

The decrease in net income during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, was driven primarily by unrealized derivative losses and higher O&M at NJRES, as well as increased operating and interest expense at NJRCEV. The decreases were partially offset by an increase at Home Services and Other due primarily to the sale of available-for-sale securities at CR&R, which resulted in a pre-tax gain. The primary drivers of the changes noted above are described in more detail in the individual segment discussions.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Assets by business segment and operations are as follows:

<i>(Thousands)</i>	<b>December 31, 2016</b>		<b>September 30, 2016</b>	
<b>Assets</b>				
Natural Gas Distribution	\$ 2,554,928	65 %	\$ 2,517,401	68 %
Clean Energy Ventures	677,978	17	665,696	18
Energy Services	470,282	12	327,626	9
Midstream	201,128	5	186,259	5
Home Services and Other	132,427	3	109,487	3
Intercompany assets <sup>(1)</sup>	(87,237)	(2)	(87,899)	(3)
<b>Total</b>	<b>\$ 3,949,506</b>	<b>100 %</b>	<b>\$ 3,718,570</b>	<b>100 %</b>

(1) Consists of transactions between subsidiaries that are eliminated in consolidation.

The increase in assets during the three months ended December 31, 2016, was due primarily to increases in accounts receivable, broker margin and gas in storage at NJRES, as well as additional utility plant expenditures at NJNG.

Non-GAAP Financial Measures

Management of the Company uses NFE, a non-GAAP financial measure, when evaluating the operating results of the Company. NJRES economically hedges its natural gas inventory with financial derivative instruments. NFE is a measure of the earnings based on eliminating timing differences surrounding the recognition of certain gains or losses, to effectively match the earnings effects of the economic hedges with the physical sale of gas and, therefore, eliminates the impact of volatility to GAAP earnings associated with the derivative instruments. To the extent the Company utilizes forwards, futures, or other derivatives to hedge forecasted SREC production, unrealized gains and losses are also eliminated for NFE purposes.

GAAP requires us, during the interim periods, to estimate our annual effective tax rate and use this rate to calculate the year-to-date tax provision. We also determine an annual estimated effective tax rate for NFE purposes and calculate a quarterly tax adjustment based on the differences between our forecasted net income and our forecasted NFE for the fiscal year. Since the annual estimated effective tax rate is based on certain forecasted assumptions, including estimates surrounding completion of NJRCEV projects, the rate and resulting NFE are subject to change. Since this adjustment is made to reflect the forecasted tax rate, no adjustment is needed at year end.

Non-GAAP financial measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute for or a replacement of, the comparable GAAP measure and should be read in conjunction with those GAAP results. The following is a reconciliation of consolidated net (loss) income, the most directly comparable GAAP measure, to NFE:

<i>(\$ in Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net income	\$ 34,929	\$ 50,282
Add:		
Unrealized loss (gain) on derivative instruments and related transactions	28,302	(1,135)
Tax effect	(9,757)	413
Effects of economic hedging related to natural gas inventory	(17,939)	3,813
Tax effect	6,204	(1,385)
NFE tax adjustment	(1,356)	(721)
Net financial earnings	\$ 40,383	\$ 51,267
Basic earnings per share	\$ 0.41	\$ 0.59
Add:		
Unrealized loss (gain) on derivative instruments and related transactions	0.33	(0.01)
Tax effect	(0.11)	0.01
Effects of economic hedging related to natural gas inventory	(0.21)	0.04
Tax effect	0.07	(0.02)
NFE tax adjustment	(0.02)	(0.01)
Basic NFE per share	\$ 0.47	\$ 0.60

(1) Effects of hedging natural gas inventory transactions where the economic impact is realized in a future period.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

NFE by business segment and other operations, discussed in more detail within the operating results sections of each segment, is summarized as follows:

(\$ in Thousands)	Three Months Ended			
	December 31,			
	2016		2015	
Net Financial Earnings				
Natural Gas Distribution	\$	30,348	75 %	\$ 30,926 59%
Clean Energy Ventures		2,842	7	7,652 15
Energy Services		3,487	9	10,304 20
Midstream		2,387	6	2,344 5
Home Services and Other		1,542	4	259 1
Eliminations <sup>(1)</sup>		(223)	(1)	(218) —
<b>Total</b>	<b>\$</b>	<b>40,383</b>	<b>100 %</b>	<b>\$ 51,267 100%</b>

(1) Consists of transactions between subsidiaries that are eliminated in consolidation .

The decrease in NFE during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , was due primarily to a decrease at NJRES due to lower financial margin, partially offset by the related decrease in income tax expense, as well as a decrease at NJRCEV related primarily to increased operating and interest expense. The decreases were partially offset by an increase at Home Services and Other due primarily to the sale of available-for-sale securities as previously discussed.

**Natural Gas Distribution Segment**

**Overview**

Our Natural Gas Distribution segment is comprised of NJNG, a natural gas utility that provides regulated retail natural gas service in central and northern New Jersey to approximately 525,500 residential and commercial customers in its service territory and also participates in the off-system sales and capacity release markets. The business is subject to various risks, which can negatively impact customer growth, operating and financing costs, fluctuations in commodity prices and customer conservation efforts. These risks include, but are not limited to, adverse economic conditions, customer usage, certain regulatory actions, environmental remediation and severe weather conditions. It is often difficult to predict the impact of events or trends associated with these risks.

In addition, NJNG's business is seasonal by nature, as weather conditions directly influence the volume of natural gas delivered. Specifically, customer demand substantially increases during the winter months when natural gas is used for heating purposes. As a result, NJNG receives most of its natural gas distribution revenues during the first and second fiscal quarters and is subject to variations in earnings and working capital during the year.

As a regulated company, NJNG is required to recognize the impact of regulatory decisions on its financial statements. See *Note 3. Regulation* in the accompanying Unaudited Condensed Consolidated Financial Statements for a more detailed discussion on regulatory actions, including filings related to programs and associated expenditures, as well as rate requests related to recovery of capital investments and operating costs.

NJNG's operations are managed with the goal of providing safe and reliable service, growing its customer base, diversifying its gross margin, promoting clean energy programs and mitigating the risks discussed above through several key initiatives, including:

- earning a reasonable rate of return on the investments in its natural gas distribution and transmission businesses , as well as timely recovery of all prudently incurred costs to provide safe and reliable service throughout NJNG's territory;
- continuing to invest in the safety and integrity of its infrastructure;
- managing its customer growth rate, which NJNG expects will be approximately 1.6 percent annually through fiscal 2019 ;
- maintaining a collaborative relationship with the BPU on regulatory initiatives, including:
  - planning and authorization of infrastructure investments;

## New Jersey Resources Corporation Part I

### ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

- pursuing rate and regulatory strategies to stabilize and decouple margin, including CIP;
- utilizing BGSS incentive programs through BPU-approved mechanisms to reduce gas costs and generate margin; and
- administering and promoting NJNG's BPU-approved SAVEGREEN Project;
- managing the volatility of wholesale natural gas prices through a hedging program designed to keep customers' BGSS rates as stable as possible; and
- working with the NJDEP and BPU to manage its financial obligations related to remediation activities associated with its former MGP sites.

#### Base Rate Case

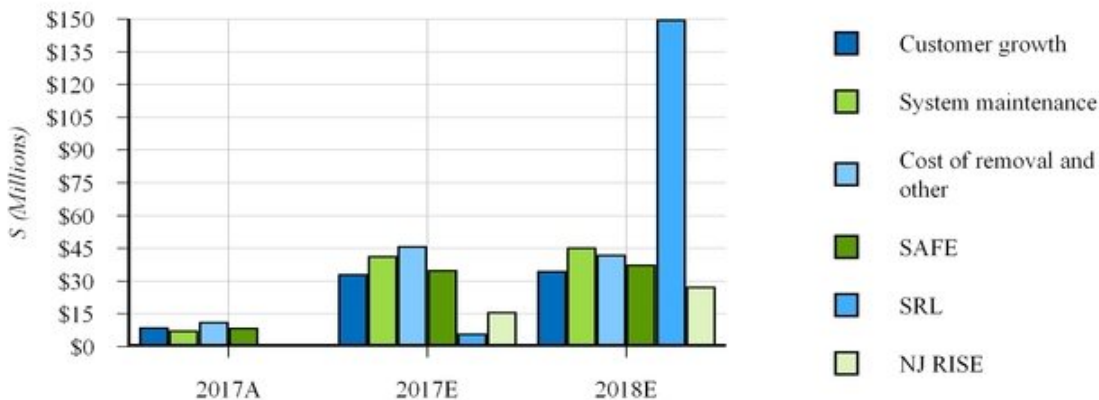
In September 2016, the BPU approved NJNG's base rate case, effective October 1, 2016, which included the following:

- an increase in base rates in the amount of \$45 million. The base rate increase includes a return on common equity of 9.75 percent, a common equity ratio of 52.5 percent and an increase in the overall depreciation rate from 2.34 percent to 2.4 percent;
- the five-year extension of SAFE II and estimated cost, excluding AFUDC, is approximately \$200 million and related costs to be recovered on an accelerated basis are approximately \$157.5 million. The remaining \$42.5 million in capital expenditures will be requested for recovery in a future base rate case. As a condition of the extension approval, NJNG is required to file a base rate case no later than November 2019;
- rate recovery of NJ RISE capital investment costs through June 30, 2016, and the filing for recovery of future NJ RISE capital investment costs to be recovered, will occur in conjunction with SAFE II, commencing with the rate recovery filing to be submitted in March 2017;
- recovery of NJNG's NGV and LNG plant investments; and
- recovery of other costs previously deferred in regulatory assets over seven years.

#### Infrastructure projects

NJNG has significant annual capital expenditures associated with the management of its natural gas distribution and transmission system, including new utility plant associated with customer growth and its associated PIM and infrastructure programs.

Below is a summary of NJNG's capital expenditures, including accruals, for the three months ended December 31, 2016, and estimates of expected investments for fiscal 2017 and 2018:





**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Estimated capital expenditures are reviewed on a regular basis and may vary based on the ongoing effects of regulatory oversight, environmental regulations, unforeseen events and the ability to access capital.

*SAFE and NJ RISE*

NJNG continues to implement BPU-approved infrastructure projects that are designed to enhance the reliability and integrity of NJNG's gas distribution system.

The BPU approved recovery of SAFE I capital investments through September 30, 2016, and approved the extension of SAFE II for an additional five years to replace the remaining unprotected steel mains and services from its natural gas distribution system at an estimated cost of approximately \$200 million, excluding AFUDC. The cost recovery methodology for the \$157.5 million associated with the extension of SAFE II was approved in NJNG's new base rates. The remaining \$42.5 million in capital expenditures will be requested for recovery in a future base rate case.

The BPU approved the recovery of NJNG's NJ RISE capital infrastructure program, which consists of six capital investment projects estimated to cost \$102.5 million, excluding AFUDC, for gas distribution storm hardening and mitigation projects, along with associated depreciation expense. These system enhancements are intended to minimize service impacts during extreme weather events to customers that live in the most storm prone areas of NJNG's service territory. Recovery of NJ RISE investments through June 30, 2016, is included in NJNG's base rates.

Requests for recovery of future NJ RISE and SAFE II capital investment costs will be in conjunction, commencing with the rate recovery filing to be submitted in March 2017 with a weighted cost of capital of 6.9 percent including a return on equity of 9.75 percent.

*Southern Reliability Link*

The SRL is an approximate 30-mile, 30-inch transmission main designed to support improved system reliability and integrity in the southern portion of NJNG's service territory, estimated to cost between \$175 million and \$180 million. In January 2016, the BPU issued an order approving NJNG's proposed SRL pipeline installation, operation and route selection, as modified by NJNG, including specific requirements regarding permitting, safety and integrity assessment. In March 2016, the BPU issued an order designating the SRL route and exempting the SRL from municipal land use ordinances, regulations, permits and license requirements. The two BPU orders have been appealed by third parties. As construction has not yet commenced, rate treatment for SRL was not included in NJNG's new base rates. NJNG expects to request rate treatment in a future rate proceeding.

*Customer growth*

In conducting NJNG's business, management focuses on factors it believes may have significant influence on its future financial results. NJNG's policy is to work with all stakeholders, including customers, regulators and policymakers, to achieve favorable results. These factors include the rate of NJNG's customer growth in its service territory, which can be influenced by political and regulatory policies, the delivered cost of natural gas compared with competing fuels, interest rates and general economic and business conditions.

NJNG's total customers include the following:

	December 31, 2016	December 31, 2015
Firm customers		
Residential	451,587	441,464
Commercial, industrial & other	27,995	27,240
Residential transport	35,698	37,352
Commercial transport	10,149	10,184
Total firm customers	525,429	516,240
Other	64	62
Total customers	525,493	516,302

During the three months ended December 31, 2016 and 2015, respectively, NJNG added 1,866 and 2,046 new customers and converted 196 and 77 existing customers to natural gas heat and other services. This customer growth, as well as commercial customers who switched from interruptible to firm natural gas service, will contribute approximately \$1.3 million annually to utility gross margin.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

In addition, NJNG currently expects to add approximately 24,000 to 27,000 new customers during the three-year period of fiscal 2017 to 2019 . Based on information from municipalities and developers, as well as external industry analysts and management's experience, NJNG estimates that approximately 53 percent of the growth will come from new construction markets and 47 percent from customer conversions to natural gas from other fuel sources. This new customer and conversion growth would increase utility gross margin under NJNG's base rates by approximately \$5 million annually, as calculated under NJNG's CIP tariff. See the *Natural Gas Distribution Operating Results* section of *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations* that follows for a definition and further discussion of utility gross margin .

SAVEGREEN

SAVEGREEN conducts home energy audits and provides various grants, incentives and financing alternatives, that are designed to encourage the installation of high efficiency heating and cooling equipment and other energy efficiency upgrades. Depending on the specific incentive or approval, NJNG recovers costs associated with the programs over a two to 10-year period through a tariff rider mechanism.

Since inception, the BPU has approved total SAVEGREEN investments of approximately \$219.3 million , of which \$140.3 million in grants, rebates and loans has been provided to customers, with a total annual recovery of approximately \$20 million . In June 2016 , the BPU approved NJNG's extension of SAVEGREEN through December 31, 2018 . On October 31, 2016 , the BPU approved NJNG's filing to maintain the existing SAVEGREEN recovery rate. The recovery includes a weighted average cost of capital that ranges from 6.69 percent , with a return on equity of 9.75 percent , to 7.76 percent , with a return on equity of 10.3 percent .

Conservation Incentive Program

The CIP facilitates normalizing NJNG's utility gross margin for variances not only due to weather but also for other factors affecting customer usage, such as conservation and energy efficiency. Recovery of utility gross margin for the non-weather variance through the CIP is limited to the amount of certain gas supply cost savings achieved and is subject to an annual earnings test. An annual review of the CIP must be filed by June 1, coincident with NJNG's annual BGSS filing, during which NJNG can request rate changes to the CIP. In May 2014, the BPU approved the continuation of the CIP program with no expiration date; however, it is subject to review in the 2017 rate filing. In June 2016 , NJNG filed a petition with the BPU to increase its CIP rates effective October 1, 2016 , resulting in an 8.2 percent increase to the average residential heat customer's bill.

NJNG's total utility firm gross margin includes the following adjustments related to the CIP mechanism:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Weather <sup>(1)</sup>	\$ 2,985	\$ 18,162
Usage	(125)	4,292
Total	\$ 2,860	\$ 22,454

(1) Compared with the CIP 20-year average, weather was 6 percent and 33.6 percent warmer -than-normal during the three months ended December 31, 2016 and 2015 , respectively.

As of December 31, 2016 , NJNG has \$28.7 million in regulatory assets related to CIP to be collected from customers in future periods on the Unaudited Condensed Consolidated Balance Sheets. As of September 30, 2016 , NJNG had \$37 million in regulatory assets related to CIP to be collected from customers in future periods on the Unaudited Condensed Consolidated Balance Sheets.

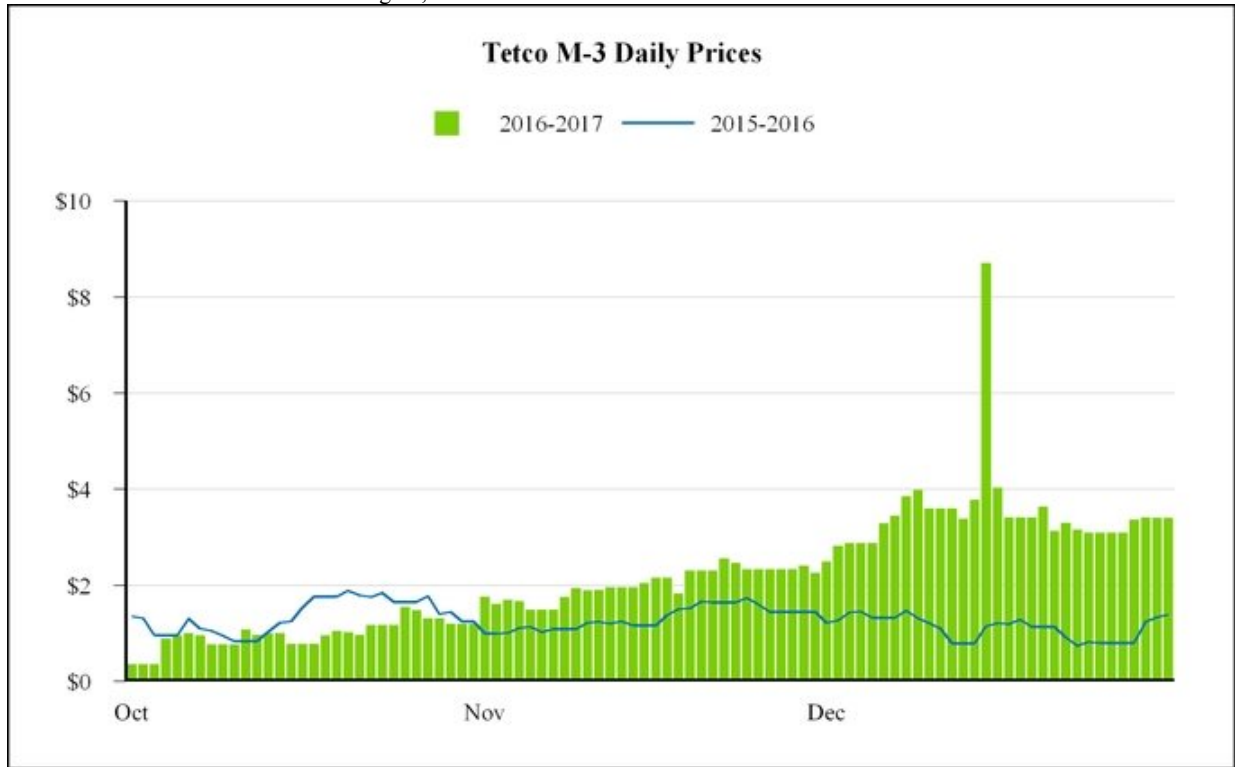
Commodity prices

Our Natural Gas Distribution segment is affected by the price of natural gas, which can have a significant impact on our cash flows, short-term financing costs, the price of natural gas charged to our customers through the BGSS clause, our ability to collect accounts receivable, which impacts our bad debt expense, and our ability to maintain a competitive advantage over other fuel sources.

**New Jersey Resources Corporation  
Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

The graph below, which illustrates the daily natural gas prices, <sup>(1)</sup> shows the change in natural gas commodity prices for the three months ended December 31, 2016 and 2015 in the Northeast market region, also known as Tetco M-3:



(1) Data source from Platts, a division of McGraw Hill Financial.

The maximum daily price at Tetco M-3 was \$8.71 and \$1.88 and the minimum daily price was \$0.36 and \$0.74 for the three months ended December 31, 2016 and 2015, respectively. A more detailed discussion of the impacts of the price of natural gas on operating revenues, gas purchases and cash flows can be found in the *Results of Operations* and *Cash Flow* sections of *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations*.

**BGSS**

*Recovery of natural gas costs*

NJNG's cost of natural gas is passed through to our customers, without markup, by applying NJNG's authorized BGSS rate to actual terms delivered. There is no utility gross margin associated with BGSS costs; therefore, changes in such costs do not impact NJNG's earnings. NJNG monitors its actual gas costs in comparison to its rates to manage its cash flows associated with its allowed recovery of natural gas costs, which is facilitated through BPU-approved deferred accounting and the BGSS pricing mechanism. Accordingly, NJNG occasionally adjusts its periodic BGSS rates or can issue credits or refunds, as appropriate, for its residential and small commercial customers when the commodity cost varies from the existing BGSS rate. BGSS rates for its large commercial customers are adjusted monthly based on NYMEX prices.

In June 2016, NJNG filed a petition to decrease its BGSS rate for residential and small commercial customers effective October 1, 2016, resulting in a 5.5 percent decrease to the average residential heat customer's bill. When combined with the proposed CIP increase, the impact of these rate changes would result in an approximate 2.7 percent increase to the average residential heat customer's bill. This petition included proposed bill credits to be issued during the months of November 2016 through February 2017, as a result of a decline in the wholesale price of natural gas. In September 2016, NJNG notified the BPU that the estimated bill credits will be approximately \$48 million. Approximately \$19.3 million and \$19.6 million in bill credits were issued as of December 31, 2016 and 2015, respectively.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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*BGSS Incentive Programs*

NJNG is eligible to receive financial incentives for reducing BGSS costs through a series of utility gross margin-sharing programs that include off-system sales, capacity release and storage incentive programs. These programs are designed to encourage better utilization and hedging of its natural gas supply, transportation and storage assets. Depending on the program, NJNG shares 80 or 85 percent of utility gross margin generated by these programs with firm customers. Should performance of the existing incentives or market conditions warrant, NJNG is permitted to propose a process to re-evaluate and discuss alternative incentive programs annually. Utility gross margin from incentive programs was \$3.8 million and \$4.5 million during the three months ended December 31, 2016 and 2015, respectively. A more detailed discussion of the impacts to utility gross margin can be found in the *Natural Gas Distribution Operating Results* section of *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations*.

*Hedging*

In order to provide relative price stability to its natural gas supply portfolio, NJNG employs a hedging strategy with the goal of having at least 75 percent of the Company's projected winter periodic BGSS gas sales volumes hedged by each November 1 and at least 25 percent of the projected BGSS gas sales hedged for the following April through March period. This is accomplished with the use of various financial instruments including futures, swaps and options used in conjunction with commodity and/or weather-related hedging activity.

Due to the capital-intensive nature of NJNG's operations, significant changes in interest rates can impact NJNG's results. NJNG entered into a treasury lock transaction to fix a benchmark treasury rate associated with debt issuance expected in May 2018. The fair value of NJNG's treasury lock agreement is recorded as a component of regulatory assets or liabilities on the Unaudited Condensed Consolidated Balance Sheets since the Company believes that the market value upon settlement will be reflected in future rates. Upon settlement, any gain or loss will be amortized in earnings over the life of the future debt issuance.

A more detailed discussion of NJNG's debt can be found in the *Liquidity and Capital Resources* and *Cash Flow* sections of *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations*.

*Societal Benefits Charge*

*USF*

On September 23, 2016, the BPU approved NJNG's annual USF compliance filing proposing to increase the statewide USF rate, resulting in a .2 percent increase to the average residential heat customer's bill, effective October 1, 2016.

*Environmental Remediation*

NJNG is responsible for the environmental remediation of five MGP sites, which contain contaminated residues from former gas manufacturing operations that ceased operating at these sites by the mid-1950s and, in some cases, had been discontinued many years earlier. Actual MGP remediation costs may vary from management's estimates due to the developing nature of remediation requirements, regulatory decisions by the NJDEP and related litigation. NJNG reviews these costs quarterly and adjusts its liability and corresponding regulatory asset as necessary to reflect its expected future remediation obligation. Accordingly, NJNG recognized a regulatory asset and an obligation of \$168.5 million as of December 31, 2016, a decrease of \$3.5 million, compared with September 30, 2016.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

**Operating Results**

NJNG's operating results are as follows:

<i>(Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues	\$ 185,556	\$ 151,606
Less:		
Gas purchases <sup>(1)</sup>	64,186	45,243
Energy and other taxes	12,149	8,162
Regulatory rider expense	12,601	9,628
Operation and maintenance	33,218	29,628
Depreciation and amortization	12,030	11,238
Operating income	51,372	47,707
Other income, net	687	1,314
Interest expense, net of capitalized interest	6,824	4,588
Income tax provision	14,887	13,507
Net income	\$ 30,348	\$ 30,926

(1) Includes related party transactions of approximately \$2.9 million and \$1.4 million for the three months ended December 31, 2016 and 2015, respectively, a portion of which is eliminated in consolidation.

**Operating Revenues and Gas Purchases**

Operating revenues increased by 22.4 percent and gas purchases increased 41.9 percent during the three months ended December 31, 2016, compared with the three months ended December 31, 2015. The factors contributing to the increases (decreases) in operating revenues and gas purchases are as follows:

<i>(Millions)</i>	<b>Three Months Ended December 31, 2016 v. 2015</b>	
	<b>Operating revenues</b>	<b>Gas purchases</b>
Firm sales	\$ 42.5	\$ 19.4
Base rate impact	8.1	—
Off-system sales	5.2	5.2
CIP adjustments	(19.6)	—
Average BGSS rates <sup>(1)</sup>	(6.5)	(6.1)
Other <sup>(2)</sup>	4.3	0.4
Total increase	\$ 34.0	\$ 18.9

(1) Operating revenues includes an increase in sales tax of \$(400,000) during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, respectively.

(2) Other includes changes in rider rates, including those related to NJCEP and other programs.

The increase s in operating revenues and gas purchases was due primarily to:

- increased firm sales due primarily to higher usage related to weather being 38.1 percent colder ;
- higher off-system sales due primarily to a 49.9 percent increase in the average price of gas sold, partially offset by a 17.7 percent reduction in volumes ; partially offset by
- a decrease in CIP due primarily to weather, as well as changes in the CIP as a result of the settlement of the base rate case.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

*Non-GAAP Financial Measures*

Management uses utility gross margin, a non-GAAP financial measure, when evaluating the operating results of NJNG. NJNG's utility gross margin is defined as natural gas revenues less natural gas purchases, sales tax, and regulatory rider expenses, and may not be comparable to the definition of gross margin used by others in the natural gas distribution business and other industries. Management believes that utility gross margin provides a meaningful basis for evaluating utility operations since natural gas costs, sales tax and regulatory rider expenses are included in operating revenue and passed through to customers and, therefore, have no effect on utility gross margin. Non-GAAP financial measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute for, the comparable GAAP measure.

*Utility Gross Margin*

A reconciliation of operating revenues, the closest GAAP financial measure, to NJNG's utility gross margin is as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues	\$ 185,556	\$ 151,606
Less:		
Gas purchases	64,186	45,243
Energy and other taxes	10,882	6,908
Regulatory rider expense	12,601	9,628
Utility gross margin	\$ 97,887	\$ 89,827

Utility gross margin consists of three components:

- utility firm gross margin generated from only the delivery component of either a sales tariff or a transportation tariff from residential and commercial customers who receive natural gas service from NJNG;
- BGSS incentive programs, where revenues generated or savings achieved from BPU-approved off-system sales, capacity release, FRM or storage incentive programs are shared between customers and NJNG; and
- utility gross margin generated from off-tariff customers, as well as interruptible customers.

The following provides more information on the components of utility gross margin and associated throughput (Bcf) of natural gas delivered to customers:

<i>(\$ in thousands)</i>	<b>Three Months Ended</b>			
	<b>December 31,</b>			
	<b>2016</b>		<b>2015</b>	
	<b>Margin</b>	<b>Bcf</b>	<b>Margin</b>	<b>Bcf</b>
Utility gross margin/throughput				
Residential	\$ 62,498	12.6	\$ 55,076	8.9
Commercial, industrial and other	13,696	2.4	13,279	1.7
Firm transportation	16,285	4.5	15,547	3.4
Total utility firm gross margin/throughput	92,479	19.5	83,902	14.0
BGSS incentive programs	3,784	43.6	4,535	55.9
Interruptible/off-tariff agreements	1,624	13.3	1,390	16.0
Total utility gross margin/throughput	\$ 97,887	76.4	\$ 89,827	85.9

*Utility Firm Gross Margin*

The increase of \$8.6 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, was due primarily to the base rate increase of \$7.5 million and customer growth of \$1.1 million.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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*BGSS Incentive Programs*

The decrease of \$751,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , was due primarily to a decrease in the value of capacity as well as decreased margins in the storage incentive program due primarily to the timing of storage injections.

*Operation and Maintenance Expense*

The factors contributing to the increases in O&M expense is as follows:

<i>(Thousands)</i>	<b>Three Months Ended December 31, 2016 v. 2015</b>
Compensation and benefits	<b>\$ 1,294</b>
Shared corporate costs	1,191
Base rate impact	745
Other	360
Total increase	<b>\$ 3,590</b>

The increase in O&M expense during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , was due primarily to:

- increased compensation costs due primarily to increases in headcount, incentives, as well as the timing of capitalized labor, healthcare premiums and increased pension/OPEB benefit costs related to changes in actuarial assumptions, partially offset by implementation of the spot rate method to measure interest and service cost components;
- increased shared corporate costs resulting primarily from increases in headcount, incentives and healthcare premiums; and
- an increase due to the amortization of regulatory assets resulting from the settlement of the base rate case.

*Depreciation Expense*

Depreciation expense increased \$792,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , as a result of additional utility plant being placed into service, as well as an increase in the overall depreciation rate from 2.34 percent to 2.4 percent resulting from the settlement of the base rate case.

*Operating Income*

Operating income increased \$3.7 million during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to the increase in total utility gross margin of \$8.1 million , partially offset by the increases in O&M and depreciation as previously discussed.

*Income Tax Provision*

Income tax provision increased \$1.4 million during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to an increase in actual pre-tax income, as well as an increase in the forecasted effective tax rate resulting from an increase in forecasted pre-tax income.

*Net Income*

Net income remained relatively flat during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 . The changes include the increase in operating income and tax provision, as previously discussed, along with a decrease in other income related to AFUDC interest earned on infrastructure projects and an increase in interest expense associated with higher long-term debt outstanding.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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*Clean Energy Ventures Segment*

*Overview*

Our Clean Energy Ventures segment actively pursues opportunities in the clean energy markets, including solar and onshore wind. Clean Energy Ventures has entered into various agreements to install solar net-metered systems for residential and commercial customers, as well as large commercial grid-connected projects. In addition, Clean Energy Ventures has entered into various long-term agreements, including PPAs, to supply energy from wind and solar projects.

*Solar*

Since its inception, Clean Energy Ventures has placed a total of 152.5 MW of solar capacity into service and as of December 31, 2016, had 3.9 MW under construction. We estimate total solar-related capital expenditures for ITC eligible projects during fiscal 2017 to be between \$90 million and \$110 million. There were no commercial projects placed into service during the three months ended December 31, 2016 or 2015.

As part of its solar investment portfolio, NJRCEV operates a residential solar program, The Sunlight Advantage®, that provides qualifying homeowners the opportunity to have a solar system installed at their home with no installation or maintenance expenses. NJRCEV owns, operates and maintains the system over the life of the contract in exchange for monthly lease payments. NJRCEV's residential solar leasing program installed approximately 2.8 MW of capacity on 314 homes, and .7 MW of capacity on 84 homes during the three months ended December 31, 2016 and 2015, respectively.

Once a solar installation has received the proper certifications and commences operations, each MWh of electricity produced creates an SREC that represents the renewable energy attribute of the solar-electricity generated that can be sold to third parties, predominantly load-serving entities that are required to comply with the solar requirements under New Jersey's renewable portfolio standard. NJRCEV hedges a portion of its expected SREC production through the use of forward sales contracts. In addition, under the recently updated federal tax guidelines, projects that are placed in service through December 31, 2019, qualify for a 30 percent federal ITC. The credit will decline to 26 percent for property under construction during 2020 and to 22 percent for property under construction during 2021. The ITC will be reduced to 10 percent for any property that is under construction before 2022, but not placed in service before 2024.

*Onshore Wind*

Clean Energy Ventures invests in small to mid-size onshore wind projects that fit its investment profile and has a total of 126.6 MW of wind capacity as of December 31, 2016. The wind projects are eligible for PTCs for a 10-year period following commencement of operations and have PPAs of various terms in place, which typically govern the sale of energy, capacity and/or renewable energy credits. A \$88.9 million, 39.9 MW wind project in Somerset County, Pennsylvania was completed in December 2016.

Clean Energy Ventures' investments are subject to a variety of factors, such as timing of construction schedules, permitting and regulatory processes, volatility of energy prices, the ability to secure PPAs, delays related to electric grid interconnection, which can affect our ability to commence operations on a timely basis or, at all, economic trends, the ability to access capital or allocation of capital to other investments or business opportunities and other unforeseen events. Solar projects not placed in service, as originally planned prior to the end of a reporting period, may result in a failure to qualify for ITCs and changes in prices on the unhedged portion of SREC production could have a significant adverse impact on earnings with some offset expected from higher wind energy market prices due to the PTC phase out and/or improved efficiencies from lower costs for related turbine technology. Wind projects for which construction of a facility begins after December 31, 2016 through December 31, 2019, will be subject to reduced PTCs, and could have a significant adverse impact on 10 years of forward earnings. PTCs will be phased out from 100 percent in 2016 to 80 percent in 2017, 60 percent in 2018, 40 percent in 2019 and zero thereafter. In addition, since the primary contributors toward the value of qualifying clean energy projects are tax incentives and SRECs, changes in the federal statutes related to the ITC or PTC or in the marketplace and/or relevant legislation surrounding renewable clean energy credits, could also significantly affect earnings.



**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

**Operating Results**

The financial results of NJRCEV are summarized as follows:

<i>(Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues	\$ 7,567	\$ 7,794
Less:		
Operation and maintenance	4,404	3,857
Depreciation and amortization	7,041	5,110
Other taxes	415	253
Operating (loss)	(4,293)	(1,426)
Other (expense) income, net	(72)	118
Interest expense, net	3,324	2,053
Income tax (benefit)	(11,887)	(11,734)
Net income	\$ 4,198	\$ 8,373

Operating Revenues

Operating revenues consist of the following:



Operating revenues remained relatively flat during the three months ended December 31, 2016, compared with the three months ended December 31, 2015. SREC sales decreased due to the timing of the delivery of the SRECs, which was partially offset by increased electricity sales due primarily to additional wind generation.

SREC activity consisted of the following:

	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Beginning balance as of October 1,	24,135	33,203
SRECs generated	41,443	35,014
SRECs delivered	(10,319)	(21,182)
Ending balance as of December 31,	55,259	47,035

During the three months ended December 31, 2016, SRECs generated increased 18.4 percent, compared with the three months ended December 31, 2015. The average SREC sales price was \$241 and \$217 during the three months ended December 31, 2016, and 2015, respectively.

The following table reflects the hedged percentage of SREC inventory and projected SREC production related to its in-service commercial and residential assets:

<b>Fiscal Year</b>	<b>Percent of SRECs Hedged</b>
2017	92%
2018	72%

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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There are no direct costs associated with the production of SRECs/RECs by our solar and wind assets. All related costs are included as a component of O&M expenses on the Unaudited Condensed Consolidated Statements of Operations, including such expenses as facility maintenance and various fees.

Operation and Maintenance Expense

O&M expense increased \$547,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to additional maintenance and administrative costs associated with wind and solar projects placed in service .

Depreciation Expense

Depreciation expense increased \$1.9 million during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , as a result of increases in solar and wind capital additions.

Income Tax (Benefit)

Our effective tax rate is significantly impacted by the amount of tax credits forecast to be earned during the fiscal year. GAAP requires us to estimate our annual effective tax rate and use this rate to calculate its year-to-date tax provision. Based on NJRCEV's forecast of solar projects to be completed and wind production during the fiscal year, our estimated annual effective tax rate for fiscal 2017 is 8.7 percent and \$7.4 million related to tax credits, net of deferred taxes, were recognized during the three months ended December 31, 2016 . The annual effective tax rate as of December 31, 2015 , was 14.7 percent and \$10.1 million related to tax credits, net of deferred taxes, were recognized during the three months ended December 31, 2015 .

Net Income

Net income decreased \$4.2 million , during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to increased costs related to depreciation and O&M as discussed above, an increase in interest expense due to higher debt associated with capital expenditures and the decreases in the income tax benefit and SREC sales described above.

Non-GAAP Financial Measures

Management of the Company uses NFE, a non-GAAP financial measure, when evaluating the operating results of Clean Energy Ventures. GAAP requires us, during the interim periods, to estimate our annual effective tax rate and use this rate to calculate the year-to-date tax provision. We also determine an annual estimated effective tax rate for NFE purposes and calculate a quarterly tax adjustment based on the differences between our forecasted net income and our forecasted NFE for the fiscal year. This adjustment is applied to NJRCEV, as such adjustment is primarily related to tax credits generated by NJRCEV. Since this adjustment is made to reflect the forecasted tax rate, no adjustment is needed at year end.

Accordingly, for NFE purposes, the annual estimated effective tax rate for fiscal 2017 is 14.7 percent and \$7.1 million of tax credits, net of deferred taxes, were recognized during the three months ended December 31, 2016 . During the three months ended December 31, 2015 , the annual estimated effective tax rate for fiscal 2016 was 16.4 percent and \$9.6 million of tax credits, net of deferred taxes, were recognized during the three months ended December 31, 2015 .

Since the annual estimated effective tax rate is based on certain forecasted assumptions, including estimates surrounding completion of projects, the rate and resulting NFE are subject to change. The details of such tax adjustments can be found in the table below. Non-GAAP financial measures are not in accordance with, or an alternative to GAAP, and should be considered in addition to, and not as a substitute for the comparable GAAP measure.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

A reconciliation of NJRCEV's net income, the most directly comparable GAAP financial measure to NFE is as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net income	\$ 4,198	\$ 8,373
Add:		
Net income to NFE tax adjustment	(1,356)	(721)
Net financial earnings	\$ 2,842	\$ 7,652

***Energy Services Segment***

***Overview***

NJRES markets and sells natural gas to wholesale customers and manages natural gas storage and transportation assets throughout major market areas across North America. NJRES maintains a strategic portfolio of natural gas storage and transportation contracts that it utilizes in conjunction with its market expertise to provide service and value to its customers. Availability of these storage and transportation contracts from a time and location perspective allows NJRES to generate market opportunities by capturing price differentials over specific time horizons and between geographic market locations.

NJRES also provides management of storage and transportation assets for natural gas producers and regulated utilities. These management transactions typically involve the release of producer/utility owned storage and/or transportation capacity in combination with either an obligation to purchase and/or deliver physical natural gas. In addition to the contractual purchase and/or sale of physical natural gas, NJRES generates or pays fee-based margin in exchange for its active management and may provide the producer and/or utility with additional margin based on actual results.

In conjunction with the active management of these contracts, NJRES generates financial margin by identifying market opportunities and simultaneously entering into natural gas purchase/sale, storage or transportation contracts and financial derivative contracts. In cases where storage is utilized to fulfill these contracts, these forecast sales and/or purchases are economically hedged through the use of financial derivative contracts. The financial derivative contracts consist primarily of exchange-traded futures, options, and swap contracts, and are frequently used to lock in anticipated transactional cash flows and to help manage volatility in natural gas market prices. Generally, when its storage and transportation contracts are exposed to periods of increased market volatility, NJRES is able to implement strategies that allow them to capture margin by improving the respective time or geographic spreads on a forward basis.

NJRES accounts for its physical commodity contracts and its financial derivative instruments at fair value on the Unaudited Condensed Consolidated Balance Sheets. Changes in the fair value of physical commodity contracts and financial derivative instruments are included in earnings as a component of operating revenue and/or gas purchases, and gas purchases, respectively, on the Unaudited Condensed Consolidated Statements of Operations. Volatility in reported net income at NJRES can occur over periods of time due to changes in the fair value of derivatives as well as timing differences related to certain transactions. Unrealized gains and losses can fluctuate as a result of changes in the price of natural gas, SRECs and foreign currency from the original transaction price compared with the market price of natural gas at each reporting date. Volatility in earnings can also occur as a result of timing differences between the settlement of financial derivatives and the sale of the underlying physical commodity. For example, when a financial instrument settles and the physical natural gas is injected into inventory, the realized gains and losses associated with the financial instrument are recognized in earnings. However, the gains and losses associated with the physical natural gas are not recognized in earnings until the natural gas inventory is withdrawn, at which time NJRES realizes the entire margin on the transaction.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

**Operating Results**

NJRES' financial results are summarized as follows:

<i>(Thousands)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues <sup>(1)</sup>	\$ 337,181	\$ 278,693
Less:		
Gas purchases (including demand charges <sup>(2)(3)</sup> )	339,087	260,239
Operation and maintenance	5,018	3,757
Depreciation and amortization	16	23
Other taxes	455	237
Operating (loss) income	(7,395)	14,437
Other income	—	72
Interest expense, net	571	208
Income tax (benefit) provision	(3,176)	4,905
Net (loss) income	\$ (4,790)	\$ 9,396

- (1) Includes related party transactions of approximately \$1.7 million and \$2.5 million for the three months ended December 31, 2016 and 2015, respectively, which is eliminated in consolidation.
- (2) Costs associated with pipeline and storage capacity that are expensed over the term of the related contracts, which generally varies from less than one year to ten years.
- (3) Includes related party transactions of approximately \$1.2 million and \$6.2 million for the three months ended December 31, 2016 and 2015, respectively, a portion of which are eliminated in consolidation.

NJRES' portfolio of financial derivative instruments are composed of:

<i>(in Bcf)</i>	<b>Three Months Ended December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net short futures contracts	76.4	120.8
Net long options	0.5	5.8

Operating Revenues and Gas Purchases

Operating revenues increased \$58.5 million and gas purchases increased \$78.8 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to an approximate 31.3 percent increase in average gas prices and an increase of \$33 million in unrealized losses on derivative instruments, partially offset by a 4.9 percent decrease in sales volumes and an increase of \$21.8 million related to changes in the economic hedging of natural gas inventory.

Future results at NJRES are contingent upon natural gas market price volatility driven by variations in both the supply and demand balances caused by weather and other factors. As a result, variations in weather patterns in the key market areas served may affect earnings during the fiscal year. Changes in market fundamentals such as an increase in supply and decrease in demand due to milder temperatures, and reduced volatility can negatively impact NJRES' earnings. See *Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations - Natural Gas Distribution Segment* for Tetco M-3 Daily Prices, which illustrates the daily natural gas prices in the Northeast market region.

Operation and Maintenance Expense

O&M expense increased \$1.3 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to increases in compensation and shared corporate costs.

Net Income

Net income decreased \$14.2 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to lower gross margin and higher O&M as discussed above, partially offset by the related decrease in income tax expense.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Non-GAAP Financial Measures

Management uses financial margin and NFE, non-GAAP financial measures, when evaluating the operating results of NJRES. Financial margin and NFE are based on removing timing differences associated with certain derivative instruments, as discussed above. Management views these measures as representative of the overall expected economic result and uses these measures to compare NJRES' results against established benchmarks and earnings targets as these measures eliminate the impact of volatility on GAAP earnings as a result of timing differences associated with the settlement of derivative instruments. To the extent that there are unanticipated impacts from changes in the market value related to the effectiveness of economic hedges, NJRES' actual non-GAAP results can differ from the results anticipated at the outset of the transaction. Non-GAAP financial measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute for, the comparable GAAP measure.

When NJRES reconciles the most directly comparable GAAP measure to both financial margin and NFE, the current period unrealized gains and losses on derivatives are excluded as a reconciling item. Financial margin and NFE also exclude the effects of economic hedging of the value of our natural gas in storage and, therefore, only include realized gains and losses related to natural gas withdrawn from storage, effectively matching the full earnings effects of the derivatives with realized margins on the related physical gas flows.

*Financial Margin*

The following table is a computation of NJRES' financial margin:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues	\$ 337,181	\$ 278,693
Less: Gas purchases	339,087	260,239
Add:		
Unrealized loss (gain) on derivative instruments and related transactions <sup>(1)</sup>	30,592	(2,387)
Effects of economic hedging related to natural gas inventory <sup>(2)</sup>	(17,939)	3,813
<b>Financial margin</b>	<b>\$ 10,747</b>	<b>\$ 19,880</b>

(1) Includes unrealized (gains) related to an intercompany transaction between NJNG and NJRES that have been eliminated in consolidation of approximately \$2.3 million and \$1.3 million for the three months ended December 31, 2016 and 2015, respectively.

(2) Effects of hedging natural gas inventory transactions where the economic impact is realized in a future period.

A reconciliation of operating income, the closest GAAP financial measure, to NJRES' financial margin is as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating (loss) income	\$ (7,395)	\$ 14,437
Add:		
Operation and maintenance	5,018	3,757
Depreciation and amortization	16	23
Other taxes	455	237
Subtotal	(1,906)	18,454
Add:		
Unrealized loss (gain) on derivative instruments and related transactions	30,592	(2,387)
Effects of economic hedging related to natural gas inventory	(17,939)	3,813
<b>Financial margin</b>	<b>\$ 10,747</b>	<b>\$ 19,880</b>

Financial margin decreased \$9.1 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to fewer market opportunities related to transportation assets and timing of certain transactions related to storage withdrawals.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

*Net Financial Earnings*

A reconciliation of NJRES' net (loss) income, the most directly comparable GAAP financial measure, to NFE is as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Net (loss) income	\$ (4,790)	\$ 9,396
Add:		
Unrealized loss (gain) on derivative instruments and related transactions	30,592	(2,387)
Tax effect <sup>(1)</sup>	(10,580)	867
Effects of economic hedging related to natural gas inventory	(17,939)	3,813
Tax effect	6,204	(1,385)
<b>Net financial earnings</b>	<b>\$ 3,487</b>	<b>\$ 10,304</b>

(1) Includes taxes related to an intercompany transaction between NJNG and NJRES that have been eliminated in consolidation of approximately \$823,000 and \$(454,000) for the three months ended December 31, 2016 and 2015, respectively.

NFE decreased \$6.8 million during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to lower financial margin, partially offset by the related decrease in income tax expense as previously discussed.

Future results are subject to NJRES' ability to expand its wholesale sales and service activities and are contingent upon many other factors, including an adequate number of appropriate and credit qualified counterparties in an active and liquid natural marketplace, volatility in the natural gas market due to weather or other fundamental market factors impacting supply and/or demand, transportation, storage and/or other market arbitrage opportunities, sufficient liquidity in the overall energy trading market, and continued access to liquidity in the capital markets.

**Midstream Segment**

**Overview**

Our Midstream segment invests in natural gas assets, such as natural gas transportation and storage facilities. We believe that acquiring, owning and developing these midstream assets, which operate under a tariff structure that has either regulated or market-based rates, can provide a growth opportunity for us. To that end, we have a 50 percent ownership interest in Steckman Ridge, a storage facility that operates under market-based rates and a 20 percent ownership interest in PennEast, a natural gas pipeline, which we estimate will be completed and operational by the first quarter of fiscal 2019. As of December 31, 2016, our net investments in Steckman Ridge and PennEast were \$122.4 million and \$22.7 million, respectively.

**Operating Results**

The financial results of our Midstream segment are summarized as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Equity in earnings of affiliates	\$ 3,331	\$ 3,545
Other income, net	\$ 917	\$ 632
Income tax provision	\$ 1,649	\$ 1,640
<b>Net income</b>	<b>\$ 2,387</b>	<b>\$ 2,344</b>

Equity in earnings of affiliates decreased \$214,000 during the three months ended December 31, 2016, compared with the three months ended December 31, 2015, due primarily to a decrease in net income at Steckman Ridge related to increases in consulting, equipment repairs and interest expense, partially offset by increased storage service revenue.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

Other income increased \$285,000 for the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due to increased dividend income from the DM Common Units.

Net income remained relatively flat during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 .

**Home Services and Other Operations**

**Overview**

The financial results of Home Services and Other consist primarily of the operating results of NJRHS and CR&R. NJRHS provides service, sales and installation of appliances to approximately 113,000 service contract customers and has been focused on growing its installation business and expanding its service contract customer base. CR&R seeks additional opportunities to enhance the value of its building and undeveloped land. Home Services and Other also includes organizational expenses incurred at NJR. NJR Energy, a subsidiary of CR&R, which invested in other energy-related ventures, was dissolved on November 28, 2016, and all assets were moved to CR&R during the first quarter of fiscal 2017.

**Operating Results**

The consolidated financial results of Home Services and Other are summarized as follows:

<i>(Thousands)</i>	<b>Three Months Ended</b>	
	<b>December 31,</b>	
	<b>2016</b>	<b>2015</b>
Operating revenues	\$ 10,006	\$ 9,573
Operation and maintenance	\$ 10,164	\$ 9,393
Energy and other taxes	\$ 1,076	\$ 983
Other income, net	\$ 2,827	\$ 159
Income tax benefit	\$ (245)	\$ (1,130)
Net income	\$ 1,542	\$ 259

Operating revenue increased \$433,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to increased installations at NJRHS related to colder weather and increased marketing promotions.

O&M expense increased \$771,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to increased labor costs resulting from higher headcount and incentives as well as increased healthcare premiums.

The income tax benefit decreased \$885,000 during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 due to increased pre-tax income due primarily to the sale of available-for-sale securities, which resulted in a pre-tax gain of \$2.6 million , which is included in other income.

Net income increased \$1.3 million during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , due primarily to the increase in other income, as well as the increase in operating revenue, partially offset by the increase in O&M as discussed above.

**Liquidity and Capital Resources**

Our objective is to maintain an efficient consolidated capital structure that reflects the different characteristics of each business segment and business operations and provides adequate financial flexibility for accessing capital markets as required.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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Our consolidated capital structure was as follows:

	December 31, 2016	September 30, 2016
Common stock equity	46%	48%
Long-term debt	39	44
Short-term debt	15	8
Total	100%	100%

***Common Stock Equity***

We satisfy our external common equity requirements, if any, through issuances of our common stock, including the proceeds from stock issuances under our DRP. The DRP allows us, at our option, to use treasury shares or newly issued shares to raise capital. On December 14, 2015, we registered an additional 5 million shares of our common stock for issuance under the DRP. We raised \$4.6 million and \$3.8 million of equity through the DRP, by issuing approximately 139,000 and 127,000 shares of treasury stock, during the three months ended December 31, 2016 and 2015, respectively.

In 1996, the Board of Directors authorized us to implement a share repurchase program, which was expanded seven times since the inception of the program, authorizing a total of 19.5 million shares of common stock for repurchase. As of December 31, 2016, we have repurchased a total of approximately 17 million of those shares and may repurchase an additional 2.4 million shares under the approved program. There were 105,000 and 34,700 shares repurchased during the three months ended December 31, 2016 and 2015, respectively.

***Debt***

NJR and its unregulated subsidiaries generally rely on cash flows generated from operating activities and the utilization of committed credit facilities to provide liquidity to meet working capital and short-term debt financing requirements. NJNG also relies on the issuance of commercial paper for short-term funding. NJR and NJNG periodically access the capital markets to fund long-life assets through the issuance of long-term debt securities.

We believe that our existing borrowing availability, equity proceeds and cash flow from operations will be sufficient to satisfy our and our subsidiaries' working capital, capital expenditures and dividend requirements for the next 12 months. NJR, NJNG, NJRCEV and NJRES currently anticipate that each of their financing requirements for the next 12 months will be met primarily through the issuance of short and long-term debt, meter sale-leasebacks and proceeds from our DRP, including utilizing the waiver discount feature.

We believe that as of December 31, 2016, NJR and NJNG were, and currently are, in compliance with all existing debt covenants, both financial and non-financial.

***Short-Term Debt***

We use our short-term borrowings primarily to finance NJRES' short-term liquidity needs, Midstream segment's PennEast contributions, share repurchases and, on an initial basis, NJRCEV's investments. NJRES' use of high volume storage facilities and anticipated pipeline park-and-loan arrangements, combined with related economic hedging activities in the volatile wholesale natural gas market, create significant short-term cash requirements.

As of December 31, 2016, NJR had a revolving credit facility totaling \$425 million, as described below, with \$126 million available under the facility.

NJNG satisfies its debt needs by issuing short- and long-term debt based on its financial profile. The seasonal nature of NJNG's operations creates large short-term cash requirements, primarily to finance natural gas purchases and customer accounts receivable. NJNG obtains working capital for these requirements, and for the temporary financing of construction and MGP remediation expenditures and energy tax payments, based on its financial profile, through the issuance of commercial paper supported by the NJNG Credit Facility or through short-term bank loans under the NJNG Credit Facility.



**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

NJNG's commercial paper is sold through several commercial banks under an issuing and paying agency agreement and is supported by the \$250 million NJNG Credit Facility. As of December 31, 2016, the unused amount available under the NJNG Credit Facility, including amounts allocated to the backstop under the commercial paper program and the issuance of letters of credit, was \$249.3 million.

Due to the seasonal nature of natural gas prices and demand and because inventory levels are built up during its natural gas injection season (April through October), NJR and NJNG's short-term borrowings tend to peak in November and December.

Short-term borrowings were as follows:

<i>(Thousands)</i>	<b>Three Months Ended December 31, 2016</b>
<u>NJR</u>	
Notes Payable to banks:	
Balance at end of period	\$ 284,600
Weighted average interest rate at end of period	1.54%
Average balance for the period	\$ 201,164
Weighted average interest rate for average balance	1.47%
Month end maximum for the period	\$ 284,600

*NJR*

As noted above, based on its average borrowings during the three months ended December 31, 2016, NJR's average interest rate was 1.47 percent, resulting in interest expense of \$751,000.

As of December 31, 2016, NJR had seven letters of credit outstanding totaling \$14.4 million, which reduced the amount available under the NJR Credit Facility by the same amount. NJR does not anticipate that these letters of credit will be drawn upon by the counterparties.

Neither NJNG nor its assets are obligated or pledged to support the NJR Credit Facility.

*NJNG*

NJNG had no outstanding short-term borrowings during the three months ended December 31, 2016.

As of December 31, 2016, NJNG had two letters of credit outstanding for \$731,000, which reduced the amount available under NJNG's committed credit facility by the same amount. NJNG does not anticipate that these letters of credit will be drawn upon by the counterparties.

*Short-Term Debt Covenants*

Borrowings under the NJR Credit Facility and NJNG Credit Facility are conditioned upon compliance with a maximum leverage ratio (consolidated total indebtedness to consolidated total capitalization as defined in the applicable agreements), of not more than .65 to 1.00 at any time. These revolving credit facilities contain customary representations and warranties for transactions of this type. They also contain customary events of default and certain covenants that will limit NJR's or NJNG's ability, beyond agreed upon thresholds, to, among other things:

- incur additional debt;
- incur liens and encumbrances;
- make dispositions of assets;
- enter into transactions with affiliates; and
- merge, consolidate, transfer, sell or lease all or substantially all of the borrower's or guarantors' assets.

These covenants are subject to a number of exceptions and qualifications set forth in the applicable agreements.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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*Default Provisions*

The agreements governing our long-term and short-term debt obligations include provisions that, if not complied with, could require early payment or similar actions. Default events include, but are not limited to, the following:

- defaults for non-payment;
- defaults for breach of representations and warranties;
- defaults for insolvency;
- defaults for non-performance of covenants;
- cross-defaults to other debt obligations of the borrower; and
- guarantor defaults.

The occurrence of an event of default under these agreements could result in all loans and other obligations of the borrower becoming immediately due and payable and the termination of the credit facilities or term loan.

*Long-Term Debt*

*NJR*

As of December 31, 2016, NJR has the following outstanding:

- \$50 million of 6.05 percent senior notes due September 2017 ;
- \$25 million of 2.51 percent senior notes due September 15, 2018 ;
- \$50 million of 3.25 percent senior notes due September 2022 ;
- \$100 million of 3.48 percent senior notes due November 7, 2024 ;
- \$50 million of 3.2 percent senior notes due August 18, 2023 ; and
- \$100 million of 3.54 percent senior notes due August 18, 2026 .

NJR had an unsecured, uncommitted \$100 million private placement shelf note agreement that expired September 26, 2016, and was not renewed. There were no notes outstanding under the expired facility.

Neither NJNG nor its assets are obligated or pledged to support NJR's long-term debt.

*NJNG*

As of December 31, 2016, NJNG's long-term debt consisted of \$575 million in fixed-rate debt issuances secured by the Mortgage Indenture, with maturities ranging from 2018 to 2046, \$97 million in secured variable rate debt with maturities ranging from 2027 to 2041 and \$37 million in capital leases with various maturities ranging from 2017 to 2025.

In December 2016, the Company decided to call and purchase, in lieu of redemption, three FMBs. As a result, the \$10.3 million, 4.5 percent Series II, the \$10.5 million, 4.6 percent Series JJ and the \$15 million, 4.9 percent Series KK bonds have been reclassified to current maturities of long-term debt on the Unaudited Condensed Consolidated Balance Sheets as of December 31, 2016. On January 17, 2017, the Company completed the purchase of the three FMBs.

NJR is not obligated directly or contingently with respect to the NJNG notes or the FMBs.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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*Long-Term Debt Covenants and Default Provisions*

The NJR and NJNG long-term debt instruments contain customary representations and warranties for transactions of their type. They also contain customary events of default and certain covenants that will limit NJR or NJNG's ability beyond agreed upon thresholds to, among other things:

- incur additional debt (including a covenant that limits the amount of consolidated total debt of the borrower at the end of a fiscal quarter to 65 percent of the consolidated total capitalization of the borrower, as those terms are defined in the applicable agreements, and a covenant limiting priority debt to 20 percent of the borrower's consolidated total capitalization, as those terms are defined in the applicable agreements);
- incur liens and encumbrances;
- make loans and investments;
- make dispositions of assets;
- make dividends or restricted payments;
- enter into transactions with affiliates; and
- merge, consolidate, transfer, sell or lease substantially all of the borrower's assets.

The aforementioned covenants are subject to a number of exceptions and qualifications set forth in the applicable note purchase agreements.

In addition, the FMBs issued by NJNG under the Mortgage Indenture are subject to certain default provisions. Events of Default, as defined in the Mortgage Indenture, consist mainly of:

- failure for 30 days to pay interest when due;
- failure to pay principal or premium when due and payable;
- failure to make sinking fund payments when due;
- failure to comply with any other covenants of the Mortgage Indenture after 30 days' written notice from the Trustee;
- failure to pay or provide for judgments in excess of \$30 million in aggregate amount within 60 days of the entry thereof; or
- certain events that are or could be the basis of a bankruptcy, reorganization, insolvency or receivership proceeding.

Upon the occurrence and continuance of such an Event of Default, the Mortgage Indenture, subject to any provisions of law applicable thereto, provides that the Trustee may take possession and conduct the business of NJNG, may sell the trust estate, or proceed to foreclose the lien of the Mortgage Indenture. The interest rate on defaulted principal and interest, to the extent permitted by law, on the FMBs issued under the Mortgage Indenture is the rate stated in the applicable supplement or, if no such rate is stated, six percent per annum.

***Sale-Leaseback***

NJNG received \$9.6 million and \$7.1 million in December 2016 and 2015, respectively, in connection with the sale-leaseback of its natural gas meters. During the first quarter of fiscal 2017, NJNG exercised early purchase options with respect to meter leases by making final principal payments of \$1 million. NJNG did not exercise early purchase options during the first quarter of fiscal 2016. NJNG continues to evaluate this sale-leaseback program based on current market conditions.

***Contractual Obligations***

NJNG's total capital expenditures are projected to be \$177.6 million and \$337.2 million, in fiscal 2017 and 2018, respectively. Total capital expenditures spent or accrued during the three months ended December 31, 2016 were \$37.4 million. NJNG expects to fund its obligations with a combination of cash flow from operations, cash on hand, issuance of commercial paper, available

# New Jersey Resources Corporation

## Part I

### ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

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capacity under its revolving credit facility and the issuance of long-term debt. As of December 31, 2016, NJNG's future MGP expenditures are estimated to be \$168.5 million. For a more detailed description of MGP see *Note 12. Commitments and Contingent Liabilities* in the accompanying Unaudited Condensed Consolidated Financial Statements.

Estimated capital expenditures are reviewed on a regular basis and may vary based on the ongoing effects of regulatory constraints, environmental regulations, unforeseen events, and the ability to access capital.

NJRCEV's expenditures include clean energy projects that support our goal to promote renewable energy. Accordingly, NJRCEV enters into agreements to install solar equipment involving both residential and commercial projects. During the three months ended December 31, 2016, capital expenditures related to the purchase and installation of solar equipment were \$17.1 million. An additional \$23.2 million has been committed for solar projects to be placed into service during fiscal 2017 and beyond. We estimate solar-related capital expenditures for ITC eligible projects in fiscal 2017 to be between \$90 million and \$110 million.

During the first quarter of fiscal 2017, NJRCEV completed construction of a \$88.9 million, 39.9 MW onshore wind project in Somerset County, Pennsylvania. For fiscal 2017, NJRCEV estimates that its total capital expenditures related to this project will range between \$30 million and \$40 million. As of December 31, 2016, a total of \$35.1 million has been spent or accrued.

Capital expenditures related to clean energy projects are subject to change due to a variety of factors that may affect our ability to commence operations at these projects on a timely basis or at all, including logistics associated with the start-up of residential and commercial solar projects, such as timing of construction schedules, the permitting and regulatory process, any delays related to electric grid interconnection, economic trends, unforeseen events and the ability to access capital or allocation of capital to other investments or business opportunities.

We expect our expenditures related to our investment in the PennEast pipeline project to total between \$20 million and \$30 million in fiscal 2017.

NJRES does not currently anticipate any significant capital expenditures in fiscal 2017 and 2018.

More detailed information regarding Contractual Obligations is contained in *Liquidity and Capital Resources - Contractual Obligations* section of *Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the period ended September 30, 2016.

#### ***Off-Balance-Sheet Arrangements***

Our off-balance-sheet arrangements consist of guarantees covering approximately \$287.8 million of natural gas purchases, SREC sales and demand fee commitments and outstanding letters of credit totaling \$15.1 million, as previously noted.

#### ***Cash Flow***

##### *Operating Activities*

Cash flows (used in) operating activities during the three months ended December 31, 2016, totaled \$(46.1) million compared with \$(36.2) million during the three months ended December 31, 2015. Operating cash flows are primarily affected by variations in working capital, which can be impacted by several factors, including:

- seasonality of our business;
- fluctuations in wholesale natural gas prices and other energy prices, including changes in derivative asset and liability values;
- timing of storage injections and withdrawals;
- the deferral and recovery of gas costs;
- changes in contractual assets utilized to optimize margins related to natural gas transactions;
- broker margin requirements;
- impact of unusual weather patterns on our wholesale business;

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

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- timing of the collections of receivables and payments of current liabilities;
- volumes of natural gas purchased and sold; and
- timing of SREC deliveries.

The decrease of \$9.9 million in operating cash flows during the three months ended December 31, 2016 , compared with the three months ended December 31, 2015 , was impacted by higher working capital requirements at NJNG due primarily to colder weather and increased customer usage and at NJRES due primarily to higher commodity prices and increased broker margin requirements. These increases were partially offset by a discretionary contribution of \$30 million to our pension plan during fiscal 2016 that did not recur in fiscal 2017.

*Investing Activities*

Cash flows used in investing activities totaled \$86.5 million during three months ended December 31, 2016 , compared with \$95.4 million during the three months ended December 31, 2015 . The decrease of \$8.9 million was due primarily to a decrease in utility plant expenditures of \$10.2 million along with proceeds of \$3.2 million from the sale of available for sale securities, partially offset by an additional \$1.8 million for its investment in PennEast and increased solar expenditures of \$2.2 million .

*Financing Activities*

Financing cash flows generally are seasonal in nature and are impacted by the volatility in pricing in the natural gas and other energy markets. NJNG's inventory levels are built up during its natural gas injection season (April through October) and reduced during withdrawal season (November through March) in response to the supply requirements of its customers. Changes in financing cash flows can also be impacted by gas management and marketing activities at NJRES and clean energy investments at NJRCEV.

Cash flows used in financing activities totaled \$141.9 million during the three months ended December 31, 2016 , compared with \$128.3 million during the three months ended December 31, 2015 . The increase of \$13.6 million is due primarily to increased short-term borrowings at NJR, partially offset by an increase in treasury shares repurchased.

*Credit Ratings*

On January 30, 2014, Moody's upgraded NJNG's senior secured rating from Aa3 to Aa2, while maintaining a stable outlook. The rating upgrade was driven primarily by the overall credit supportiveness of the regulatory environment under which NJNG operates. In its review of NJNG's credit rating, Moody's considered the BPU's continued support of NJNG's rate mechanisms, which allows for timely recovery of costs, including those associated with NJNG's BGSS and CIP. In addition, the favorable recovery of investments related to NJNG's infrastructure and energy efficiency programs factored into the rating upgrade.

The table below summarizes NJNG's current credit ratings issued by two rating entities, S&P and Moody's:

	<b>Standard and Poor's</b>	<b>Moody's</b>
Corporate Rating	A	N/A
Commercial Paper	A-1	P-1
Senior Secured	A+	Aa2
Ratings Outlook	Stable	Stable

These ratings were reaffirmed by S&P on July 19, 2016 and by Moody's on October 4, 2016. NJNG's S&P and Moody's ratings are investment-grade ratings. NJR is not a rated entity.

Although NJNG is not party to any lending agreements that would accelerate the maturity date of any obligation caused by a failure to maintain any specific credit rating, if such ratings are downgraded below investment grade, borrowing costs could increase, as would the costs of maintaining certain contractual relationships and future financing and our access to capital markets would be reduced. Even if ratings are downgraded without falling below investment grade, NJR and NJNG could face increased borrowing costs under their credit facilities. A rating set forth above is not a recommendation to buy, sell or hold NJR's or NJNG's securities and may be subject to revision or withdrawal at any time. Each rating set forth above should be evaluated independently of any other rating.

**New Jersey Resources Corporation**  
**Part I**

**ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)**

The timing and mix of any external financings will target a common equity ratio that is consistent with maintaining NJNG's current short-term and long-term credit ratings.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

**Financial Risk Management**

**Commodity Market Risks**

Natural gas is a nationally traded commodity. Its prices are determined effectively by the NYMEX, ICE and over-the-counter markets. The prices on the NYMEX, CME, ICE and over-the-counter markets generally reflect the national balance of natural gas supply and demand, but are also significantly influenced from time to time by other events.

Our regulated and deregulated businesses are subject to market risk due to fluctuations in the price of natural gas. To economically hedge against such fluctuations, we have entered into forwards, futures, options and swap agreements. To manage these derivative instruments, we have well-defined risk management policies and procedures that include daily monitoring of volumetric limits and monetary guidelines. Our natural gas businesses are conducted through three of our operating subsidiaries. NJNG is a regulated utility that uses futures, options and swaps to economically hedge against price fluctuations, and its recovery of natural gas costs is governed by the BPU. NJRES uses futures, options, swaps and physical contracts to economically hedge purchases and sales of natural gas. Financial derivatives have historically been transacted on an exchange and cleared through an FCM, thus requiring daily cash margining for a majority of NJRES' and NJNG's positions. As a result of the Dodd-Frank Act, certain NJRES and NJNG transactions that were previously executed in the over-the-counter markets are now cleared through an FCM, resulting in increased margin requirements. The related cash flow impact from the increased requirements is expected to be minimal. Non-financial (i.e., physical) derivatives utilized by us have received statutory exclusion from similar Dodd-Frank provisions due to the element of physical settlement.

The following table reflects the changes in the fair market value of financial derivatives related to natural gas purchases and sales:

<i>(Thousands)</i>	Balance September 30, 2016	Increase (Decrease) in Fair Market Value	Less Amounts Settled	Balance December 31, 2016
NJNG	\$ (2,485)	\$ 12,383	\$ (1,114)	\$ 11,012
NJRES	(21,742)	(33,763)	(1,951)	(53,554)
<b>Total</b>	<b>\$ (24,227)</b>	<b>\$ (21,380)</b>	<b>\$ (3,065)</b>	<b>\$ (42,542)</b>

There were no changes in methods of valuations during the three months ended December 31, 2016 .

The following is a summary of fair market value of financial derivatives at December 31, 2016 , excluding foreign exchange contracts discussed below, by method of valuation and by maturity for each fiscal year period:

<i>(Thousands)</i>	2017	2018	2019 - 2021	After 2021	Total Fair Value
Price based on NYMEX/CME	\$ (19,756)	\$ 1,563	\$ —	\$ —	\$ (18,193)
Price based on ICE	(22,763)	(1,698)	112	—	(24,349)
<b>Total</b>	<b>\$ (42,519)</b>	<b>\$ (135)</b>	<b>\$ 112</b>	<b>\$ —</b>	<b>\$ (42,542)</b>

The following is a summary of financial derivatives by type as of December 31, 2016 :

	Volume Bcf	Price per MMBtu <sup>(1)</sup>	Amounts included in Derivatives (Thousands)
NJNG	Futures	24.3	\$ 11,012
NJRES	Futures	(76.4)	(53,563)
	Options	0.5	9
<b>Total</b>			<b>\$ (42,542)</b>

<sup>(1)</sup> Million British thermal unit

**New Jersey Resources Corporation**  
**Part I**

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK (Continued)**

The following table reflects the changes in the fair market value of physical commodity contracts:

<i>(Thousands)</i>	Balance September 30, 2016	Increase (Decrease) in Fair Market Value	Less Amounts Settled	Balance December 31, 2016
NJNG - Prices based on other external data	\$ (919)	764	(1,260)	\$ 1,105
NJRES - Prices based on other external data	(2,891)	(5,659)	(9,048)	498
<b>Total</b>	<b>\$ (3,810)</b>	<b>(4,895)</b>	<b>(10,308)</b>	<b>\$ 1,603</b>

The following table reflects the changes in the fair market value of interest rate contracts:

<i>(Thousands)</i>	Balance September 30, 2016	Increase (Decrease) in Fair Market Value	Less Amounts Settled	Balance December 31, 2016
NJNG - Prices based on other external data	\$ (23,073)	20,371	—	\$ (2,702)

Our market price risk is predominately related to changes in the price of natural gas at the Henry Hub, which is the delivery point for the NYMEX natural gas futures contracts. As the fair value of futures and fixed price swaps is linked to this location, the price sensitivity analysis has been prepared for all open Henry Hub natural gas futures and fixed swap positions. Based on this, an illustrative 10 percent movement in the natural gas futures contract price, for example, increases (decreases) the reported derivative fair value of all open, unadjusted Henry Hub natural gas futures and fixed swap positions by approximately \$22.5 million. This analysis does not include potential changes to reported credit adjustments embedded in the \$(51.1) million reported fair value.

**Derivative Fair Value Sensitivity Analysis**

<i>(Thousands)</i>	<b>Henry Hub Futures and Fixed Price Swaps</b>				
<b>Percent increase in NYMEX natural gas futures prices</b>	0%	5%	10%	15%	20%
Estimated change in derivative fair value	\$ —	\$ (11,225)	\$ (22,451)	\$ (33,677)	\$ (44,903)
Ending derivative fair value	\$ (51,099)	\$ (62,324)	\$ (73,550)	\$ (84,776)	\$ (96,002)
<b>Percent decrease in NYMEX natural gas futures prices</b>	0%	(5)%	(10)%	(15)%	(20)%
Estimated change in derivative fair value	\$ —	\$ 11,225	\$ 22,451	\$ 33,677	\$ 44,903
Ending derivative fair value	\$ (51,099)	\$ (39,874)	\$ (28,648)	\$ (17,422)	\$ (6,196)

**Wholesale Credit Risk**

The following is a summary of gross and net credit exposures, grouped by investment and non-investment grade counterparties, as of December 31, 2016. Gross credit exposure is defined as the unrealized fair value of derivative and energy trading contracts plus any outstanding wholesale receivable for the value of natural gas or power delivered and/or financial derivative commodity contract that has settled for which payment has not yet been received. Net credit exposure is defined as gross credit exposure reduced by collateral received from counterparties and/or payables, where netting agreements exist. The amounts presented below exclude accounts receivable for NJNG retail natural gas sales and services.

NJRES' & NJRCEV's counterparty credit exposure as of December 31, 2016, is as follows:

<i>(Thousands)</i>	Gross Credit Exposure	Net Credit Exposure
Investment grade	\$ 192,149	\$ 161,229
Noninvestment grade	40,057	12,358
Internally rated investment grade	14,497	6,435
Internally rated noninvestment grade	10,865	659
<b>Total</b>	<b>\$ 257,568</b>	<b>\$ 180,681</b>

**New Jersey Resources Corporation**  
**Part I**

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK (Continued)**

NJNG's counterparty credit exposure as of December 31, 2016, is as follows:

<i>(Thousands)</i>	<b>Gross Credit Exposure</b>	<b>Net Credit Exposure</b>
Investment grade	\$ 7,876	\$ 7,480
Noninvestment grade	400	142
Internally rated investment grade	272	230
Internally rated noninvestment grade	12,217	50
<b>Total</b>	<b>\$ 20,765</b>	<b>\$ 7,902</b>

Due to the inherent volatility in the market price for natural gas, electricity and SRECs, the market value of contractual positions with individual counterparties could exceed established credit limits or collateral provided by those counterparties. If a counterparty failed to perform the obligations under its contract (for example, failed to make payment for natural gas received), we could sustain a loss. This loss would comprise the loss on natural gas delivered but not paid for and/or the cost of replacing natural gas not delivered or received at a price that exceeds the original contract price. Any such loss could have a material impact on our financial condition, results of operations or cash flows.

Information regarding NJR's interest rate risk can be found in *Item 7A. Quantitative and Qualitative Disclosures About Market Risks and the Liquidity and Capital Resources - Debt* section of *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the period ended September 30, 2016.

***Effects of Interest Rate and Foreign Currency Rate Fluctuations***

We are also exposed to changes in interest rates on our debt hedges, variable rate debt and changes in foreign currency rates for our business conducted in Canada using Canadian dollars. We do not believe an immediate 10 percent increase or decrease in interest rates or foreign currency rates would have a material effect on our operating results or cash flows.

***Effects of Inflation***

Although inflation rates have been relatively low to moderate in recent years, including the three most recent fiscal years, any change in price levels has an effect on operating results due to the capital-intensive and regulated nature of our utility subsidiary. We attempt to minimize the effects of inflation through cost control, productivity improvements and regulatory actions, when appropriate.

**ITEM 4. CONTROLS AND PROCEDURES**

***Disclosure Controls and Procedures***

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), as of the end of the period covered by this report. Based on this evaluation, our principal executive officer and principal financial officer concluded that, as of end of the period covered by this report, our disclosure controls and procedures are effective, to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act, is recorded, processed, summarized and reported, within the time periods specified in the U.S. Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

***Changes in Internal Control over Financial Reporting***

There has been no change in internal control over financial reporting (as such term is defined in Exchange Act Rule 13a-15(f)) that occurred during the quarter ended December 31, 2016, that has materially affected, or is reasonably likely to materially affect, internal control over financial reporting.



**New Jersey Resources Corporation**  
**Part II**

**ITEM 1. LEGAL PROCEEDINGS**

Information regarding reportable legal proceedings is contained in *Part I, Item 3. Legal Proceedings* in our Annual Report on Form 10-K for the year ended September 30, 2016, and is set forth in *Part I, Item 1, Note 12. Commitment and Contingent Liabilities-Legal Proceedings* on the Unaudited Condensed Consolidated Financial Statements. No legal proceedings became reportable during the quarter ended December 31, 2016, and there have been no material developments during such quarter regarding any previously reported legal proceedings, which have not been previously disclosed.

**ITEM 1A. RISK FACTORS**

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business to the extent practical, under the circumstances, some level of risk and uncertainty will always be present. *Part I, Item 1A. Risk Factors* of our 2016 Annual Report on Form 10-K includes a detailed discussion of our risk factors. Those risks and uncertainties have the potential to materially affect our financial condition and results of operations. There have been no material changes in our risk factors from those previously disclosed in *Part I, Item 1A*, of our 2016 Annual Report on Form 10-K.

**ITEM 2. UNREGISTERED SALE OF EQUITY SECURITIES AND USE OF PROCEEDS**

The following table sets forth our repurchase activity for the quarter ended December 31, 2016 :

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares (or Units) That May Yet Be Purchased Under the Plans or Programs
10/01/16 - 10/31/16	105,000	\$ 31.70	105,000	2,431,053
11/01/16 - 11/30/16	—	—	—	2,431,053
12/01/16 - 12/31/16	—	—	—	2,431,053
<b>Total</b>	<b>105,000</b>	<b>\$ 31.70</b>	<b>105,000</b>	<b>2,431,053</b>

The stock repurchase plan, which was authorized by our Board of Directors, became effective in September 1996 and as of December 31, 2016, included 19.5 million shares of common stock for repurchase, of which, approximately 2.4 million shares remained available for repurchase. The stock repurchase plan will expire when we have repurchased all shares authorized for repurchase thereunder, unless the repurchase plan is earlier terminated by action of our Board of Directors or further shares are authorized for repurchase.

**New Jersey Resources Corporation**  
**Part II**

**ITEM 6. EXHIBITS**

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<b>Exhibit Number</b>	<b>Exhibit Description</b>
10.1	Summary of New Jersey Resources Corporation Non-Employee Director Compensation (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K, as filed on November 18, 2016)
10.2+	New Jersey Resources Corporation 2007 Stock Award and Incentive Plan Performance Share Units Agreement - NFE
10.3+	New Jersey Resources Corporation Deferred Stock Retention Award Agreement
10.4+	New Jersey Resources Corporation 2007 Stock Award and Incentive Plan Performance Share Units Agreement - Total Shareholder Return
10.5+	New Jersey Resources Corporation 2007 Stock Award and Incentive Plan Performance Based Restricted Stock Units Agreement
10.6+	New Jersey Resources Corporation 2007 Stock Award and Incentive Plan Restricted Stock Units Agreement
31.1+	Certification of the Chief Executive Officer pursuant to section 302 of the Sarbanes-Oxley Act of 2002
31.2+	Certification of the Chief Financial Officer pursuant to section 302 of the Sarbanes-Oxley Act of 2002
32.1+ †	Certification of the Chief Executive Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002
32.2+ †	Certification of the Chief Financial Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002
101+	Interactive Data File (Form 10-Q, for the fiscal period ended December 31, 2016, furnished in XBRL (eXtensible Business Reporting Language)).

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+ Filed herewith.

† This certificate accompanies this report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by NJR for purposes of Section 18 or any other provision of the Securities Exchange Act of 1934, as amended.

**New Jersey Resources Corporation**  
**Part II**

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NEW JERSEY RESOURCES CORPORATION

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(Registrant)

Date: February 8, 2017

By: /s/ Patrick Migliaccio

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Patrick Migliaccio  
Senior Vice President and  
Chief Financial Officer



**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Performance Share Units Agreement (NFE)**

This Performance Share Units Agreement (the “Agreement”), which includes the attached “Terms and Conditions of Performance Share Units” (the “Terms and Conditions”) and the attached Exhibit A captioned “ **Performance Goal and Earning of Performance Share Units** ”, confirms the grant on **November 15, 2016**, (the “Grant Date”) by NEW JERSEY RESOURCES CORPORATION, a New Jersey corporation (the “Company”), to \_\_\_\_\_ (“Employee”), under Sections 6(e), 6(i) and 7 of the 2007 Stock Award and Incentive Plan (the “Plan”), of Performance Share Units (the “Performance Share Units”), including rights to Dividend Equivalents as specified herein, as follows:

*Target Number Granted:* \_\_\_\_ Performance Share Units (“Target Number”)

*How Performance Share Units are Earned and Vest :* The Performance Share Units, if not previously forfeited, (i) will be earned, if and to the extent that the Performance Goal defined on Exhibit A to this Agreement is achieved, with the corresponding number of Performance Share Units earned (ranging from 0% to 150% of the Target Number) as specified on Exhibit A, on the date set forth on Exhibit A (the “Earning Date”) and (ii) will vest as to the number of Performance Share Units earned if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Earning Date (the “Stated Vesting Date”). To the extent vested, all earned Performance Share Units shall be settled within 60 days of the Stated Vesting Date. In addition, if not previously forfeited or payable, upon a Change in Control, the Performance Share Units (i) will be earned in an amount equal to the Target Number of the Performance Share Units and (ii) will (A) immediately vest on the Change in Control with respect to such earned Performance Share Units and will be settled within 60 days thereafter, if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Change in Control and no provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control, or (B) vest on the Stated Vesting Date with respect to such earned Performance Share Units and will be settled within 60 days thereafter, if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Stated Vesting Date and provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control. In addition, if not previously forfeited or payable, the Performance Share Units will become earned and/or vested upon the occurrence of certain events relating to Retirement and/or Termination of Employment to the extent provided in Section 4 of the attached Terms and Conditions. The terms “vest” and “vesting” mean that the Performance Share Units have become non-forfeitable in relation to Employee’s employment but may continue to be subject to a substantial risk of forfeiture based on the Performance Goal to the extent provided in Section 4 of the attached Terms and Conditions. If the Performance Goal is not met (or not fully met) to the extent provided in Section 4 of the attached Terms and Conditions, the Performance Share Units (or the unearned portion of the Performance Share

Units) will be immediately forfeited (whether vested or not). If Employee has a Termination of Employment prior to a Stated Vesting Date and the Performance Share Units are not otherwise vested by that date, the Performance Share Units will be immediately forfeited except as otherwise provided in Section 4 of the attached Terms and Conditions. Forfeited Performance Share Units cease to be outstanding and in no event will thereafter result in any delivery of shares of Stock to Employee.

*Performance Goal and Earning Date:* The Performance Goal and Earning Date, and the number of Performance Share Units earned for specified levels of performance at the Earning Date, shall be as specified in Exhibit A hereto.

*Settlement :* Performance Share Units that are to be settled hereunder, including Performance Share Units credited as a result of Dividend Equivalents, will be settled by delivery of one share of Stock, for each Performance Share Unit being settled. Settlement shall occur at the time specified above and in Section 6 of the attached Terms and Conditions.

*Further Conditions to Settlement:* Notwithstanding any other provision of this Agreement, except as otherwise set forth below, the Company's obligation to settle the Performance Share Units and Employee's right to distribution of the Performance Share Units will be forfeited immediately upon the occurrence of any one or more of the following events (defined terms are attached hereto as Exhibit B):

(a) *Competitive Employment* . In the event that Employee, prior to full settlement of the Performance Share Units and within the Restricted Territory, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, performs services of the type which are the same as or similar to those conducted, authorized, offered or provided by Employee to the Company within the last 24 months, and which support business activities which compete with the Business of the Company.

(b) *Recruitment of Company Employees and Contractors* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits or induces any employee or independent contractor of the Company with whom Employee had Material Contact to terminate or lessen such employment or contract with the Company.

(c) *Solicitation of Company Customers* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective customers of the Company with whom Employee had Material Contact for the purpose of selling any products or services which compete with the Business of the Company.

(d) *Solicitation of Company Vendors* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective vendor of the Company with whom Employee had Material Contact for the purpose of purchasing products or services to support business activities which compete with the Business of the Company.

(e) *Breach of Confidentiality* . In the event that Employee, at any time prior to full settlement of the Performance Share Units, directly or indirectly, divulges or makes use of any Confidential Information of the Company other than in the performance of Employee's duties for the Company. This provision does not limit the remedies available to the Company under common or statutory law as to trade secrets or other forms of confidential information, which may impose longer duties of non-disclosure and provide for injunctive relief and damages.

(f) *Return of Property and Information* . In the event that prior to full settlement of the Performance Share Units Employee fails to return all of the Company's property and information (whether confidential or not) within Employee's possession or control within seven (7) calendar days following the termination or resignation of Employee from employment with the Company. Such property and information includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by the Company to Employee or which Employee has developed or collected in the scope of Employee's employment with the Company, as well as all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by the Company, Employee shall certify in writing that Employee has complied with this provision, and has permanently deleted all Company information from any computers or other electronic storage devices or media owned by Employee. Employee may only retain information relating to the Employee's benefit plans and compensation to the extent needed to prepare Employee's tax returns.

(g) *Disparagement* . In the event that prior to full settlement of the Performance Share Units Employee makes any statements, either verbally or in writing, that are disparaging with regard to the Company or any of its subsidiaries or their respective executives and Board members.

(h) *Failure to Provide Information* . In the event that prior to full settlement of the Performance Share Units Employee fails to promptly and fully respond to requests for information from the Company regarding Employee's compliance with any of the foregoing conditions.

If it is determined by the Leadership Development and Compensation Committee of the Company's Board of Directors, in its sole discretion, that any of the foregoing events have occurred prior to full settlement of the Performance Share Units, any unpaid portion of the Performance Share Units will be forfeited without any compensation therefor, provided, however, that none of the foregoing conditions shall restrict any Employee who is a lawyer from practicing law. To the extent any such condition would restrict any Employee who is a lawyer from practicing law or would penalize the Employee for practicing law, such condition shall not be effective and the Leadership Development and Compensation Committee may not forfeit any of the Performance Share Units on account therefor.

The Performance Share Units are subject to the terms and conditions of the Plan and this Agreement, including the Terms and Conditions of Performance Share Units attached hereto and deemed a part hereof. The number of Performance Share Units and the kind of shares deliverable

in settlement and other terms and conditions of the Performance Share Units are subject to adjustment in accordance with Section 5 of the attached Terms and Conditions and Section 11(c) of the Plan.

Employee acknowledges and agrees that (i) the Performance Share Units are nontransferable, except as provided in Section 3 of the attached Terms and Conditions and Section 11(b) of the Plan, (ii) the Performance Share Units are subject to forfeiture in the event of Employee's Termination of Employment in certain circumstances prior to vesting, as specified in Section 4 of the attached Terms and Conditions, (iii) the foregoing conditions shall apply to the Performance Share Units prior to settlement and (iv) sales of shares of Stock delivered upon settlement of the Performance Share Units will be subject to any Company policy regulating trading by employees.

Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

IN WITNESS WHEREOF, NEW JERSEY RESOURCES CORPORATION has caused this Agreement to be executed by its officer thereunto duly authorized.

NEW JERSEY RESOURCES CORPORATION

By: \_\_\_\_\_  
[NAME]  
[Title]

Officer's Name

\_\_\_\_\_  
[NAME]  
[Title]

FY 2017 Performance Share Agreement (Cumulative NFE)

## TERMS AND CONDITIONS OF PERFORMANCE SHARE UNITS

The following Terms and Conditions apply to the Performance Share Units granted to Employee by NEW JERSEY RESOURCES CORPORATION (the “Company”) and Performance Share Units resulting from Dividend Equivalents (as defined below), if any, as specified in the Performance Share Units Agreement (of which these Terms and Conditions form a part). Certain terms of the Performance Share Units, including the number of Performance Share Units granted, vesting date(s) and settlement date, are set forth on the cover page hereto and Exhibit A, which are an integral part of this Agreement.

1. **General** . The Performance Share Units are granted to Employee under the Company’s 2007 Stock Award and Incentive Plan (the “Plan”), which has been previously delivered to Employee and/or is available upon request to the Human Resources Department. All of the applicable terms, conditions and other provisions of the Plan are incorporated by reference herein. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and mandatory provisions of the Plan, the provisions of the Plan govern. By accepting the grant of the Performance Share Units, Employee agrees to be bound by all of the terms and provisions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time, and the decisions and determinations relating to the Plan and grants thereunder of the Leadership Development and Compensation Committee of the Company’s Board of Directors (the “Committee”) made from time to time.

2. **Account for Employee** . The Company shall maintain a bookkeeping account for Employee (the “Account”) reflecting the number of Performance Share Units then credited to Employee hereunder as a result of such grant of Performance Share Units and any crediting of additional Performance Share Units to Employee pursuant to dividends paid on shares of Stock under Section 5 hereof (“Dividend Equivalents”).

3. **Nontransferability** . Until Performance Share Units are settled by delivery of shares of Stock in accordance with the terms of this Agreement, Employee may not transfer Performance Share Units or any rights hereunder to any third party other than by will or the laws of descent and distribution, except for transfers to a Beneficiary or as otherwise permitted and subject to the conditions under Section 11(b) of the Plan.

4. **Termination Provisions** . The following provisions will govern the earning, vesting and forfeiture of the Performance Share Units that are outstanding at the time of Employee’s Termination of Employment (as defined below) (i) by the Company without Cause (as defined below) or by the Employee for Good Reason (as defined below), in either case during the CIC Protection Period (as defined below), or (ii) due to death or Disability (as defined below) or (iii) when Employee is or becomes eligible to terminate employment due to Retirement (as defined below), unless otherwise determined by the Committee (subject to Section 8(a) hereof):

(a) **Death**. In the event of Employee’s Termination of Employment due to death, the Performance Share Units, to the extent not earned previously, will be earned at the date of Employee's Termination of Employment in an amount equal to the Target Number of Performance Share Units. A Pro Rata Portion (as defined below) of the Performance Share Units earned on or before the Employee’s Termination of Employment due to death (whether in connection with the Employee's Termination of Employment due to death, upon a Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the date of the Employee’s Termination of Employment due to death, and such earned



and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. Any portion of the then-outstanding Performance Share Units not earned and vested at or before the date of Employee's Termination of Employment due to death will be forfeited.

(b) *Termination by the Company or by the Employee.* In the event of Employee's Termination of Employment by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the time of Employee's Termination of Employment, and such earned and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. In the event of Employee's Termination of Employment (i) by the Company for Cause and other than for Disability, (ii) by the Company for any reason other than Disability prior to or after the CIC Protection Period, (iii) by Employee (other than for Good Reason or upon a Retirement), or (iv) by Employee (other than upon a Retirement) before or after the CIC Protection Period, the portion of the then-outstanding Performance Share Units not earned and vested at the date of such Termination of Employment will be forfeited.

(c) *Retirement or Disability.* In the event of Employee's Termination of Employment by the Company for Disability, a Pro Rata Portion (as defined below) of the Performance Share Units, to the extent not earned previously, that may become earned on the Earning Date, to the extent not previously vested, will vest at the date of Employee's Termination of Employment by the Company for Disability, and such vested Performance Share Units will continue to be subject to the Performance Goal and will be eligible to be earned and settled in accordance with Section 6(a) hereof. In the event of Employee's Termination of Employment by the Company for Disability, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the time of Employee's Termination of Employment by the Company for Disability, and such earned and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. In the event the Employee is or becomes eligible to terminate employment due to Retirement, a Pro Rata Portion of the Performance Share Units that have not become earned previously, to the extent not previously vested, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment, and such vested Performance Share Units will continue to be subject to the Performance Goal and will be eligible to be earned and settled in accordance with Section 6(a) hereof. In the event Employee is or becomes eligible to terminate employment due to Retirement, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or first becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment. Any portion of the then-outstanding Performance Share Units not vested at or before the date of such Termination of Employment will be forfeited.

(d) *Certain Definitions.* The following definitions apply for purposes of this Agreement:

(i) “Cause” has the same definition as under any employment or similar agreement between the Company and Employee or, if no such agreement exists or if such agreement does not contain any such definition, Cause means (i) Employee’s conviction of a felony or the entering by Employee of a plea of nolo contendere to a felony charge, (ii) Employee’s gross neglect, willful malfeasance or willful gross misconduct in connection with his or her employment which has had a significant adverse effect on the business of the Company and its subsidiaries, unless Employee reasonably believed in good faith that such act or non-act was in or not opposed to the best interest of the Company, or (iii) repeated material violations by Employee of the duties and obligations of Employee’s position with the Company which have continued after written notice thereof from the Company, which violations are demonstrably willful and deliberate on Employee’s part and which result in material damage to the Company’s business or reputation.

(ii) “CIC Protection Period” means the two-year period beginning on the date of a Change in Control and ending on the day before the second annual anniversary of the date of the Change in Control.

(iii) “Disability” means Employee has been incapable of substantially fulfilling the positions, duties, responsibilities and obligations of his employment because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of at least six consecutive months. The Company and Employee shall agree on the identity of a physician to resolve any question as to Employee’s disability. If the Company and Employee cannot agree on the physician to make such determination, then the Company and Employee shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement. Only the Company can initiate a Termination of Employment due to Disability.

(iv) “Good Reason” has the same definition as under any employment or similar agreement between the Company and Employee; but, if no such agreement exists or if any such agreement does not contain or reference any such definition, Good Reason shall not apply to the Employee for purposes of this Agreement.

(v) “Pro Rata Portion” means (A) for Performance Share Units that may become earned on the Earning Date after the Employee’s Termination of Employment by the Company for Disability or in the event of Employee’s Termination of Employment due to death or by the Company for Disability, by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a fraction the numerator of which is the number of days from the first day of the 36-month earning period specified on Exhibit A to the date of Employee’s Termination of Employment due to death or by the Company for Disability, by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date, (B) (x) for Performance Share Units that will vest in connection with the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date), a fraction the numerator of which is the number of days that have elapsed from the first day of such 36-month earning period to the end of the calendar month (after the Grant Date) coinciding with or immediately preceding the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date, and (y) for Performance Share Units that will vest after the time the Employee is or first becomes eligible to terminate employment due to Retirement, a fraction the numerator of which is the number of days from the end of the immediately preceding calendar month with respect to which a Pro Rata Portion of the Performance Share Units vested (or if none, the first day of the 36-month earning period specified on Exhibit A) to the end of the calendar month (after the Grant Date) with respect to which another Pro Rata Portion of the

Performance Share Units is to vest and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date.

(vi) “Retirement” means the Employee has attained age 65, or age 55 with 20 or more years of service.

(vii) “Subsidiary” means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code (“Section 424(f) Corporation”) and any partnership, limited liability company or joint venture in which either the Company or Section 424(f) Corporation is at least a fifty percent (50%) equity participant.

(viii) “Termination of Employment” and “Termination” means the earliest time at which Employee is not employed by the Company or a Subsidiary of the Company.

(e) *Termination by the Company for Cause* . In the event of Employee’s Termination of Employment by the Company for Cause, the portion of the then-outstanding Performance Share Units not earned and vested prior to such time will be forfeited immediately upon notice to Employee that the Company is terminating the Employee’s employment for Cause.

#### **5 . Dividend Equivalents and Adjustments .**

(a) *Dividend Equivalents* . Dividend Equivalents will be credited on Performance Share Units (other than Performance Share Units that, at the relevant record date, previously have been settled or forfeited) and deemed converted into additional Performance Share Units. Dividend Equivalents will be credited as follows, except that the Company may vary the manner of crediting (for example, by crediting cash dividend equivalents rather than additional Performance Share Units) for administrative convenience:

(i) *Cash Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of cash, then additional Performance Share Units shall be credited to Employee’s Account in lieu of payment or crediting of cash dividend equivalents equal to the number of Performance Share Units credited to the Account as of the relevant record date multiplied by the amount of cash paid per share of Stock in such dividend or distribution divided by the Fair Market Value of a share of Stock at the payment date for such dividend or distribution.

(ii) *Non-Share Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of property other than shares of Stock, then a number of additional Performance Share Units shall be credited to Employee’s Account as of the payment date for such dividend or distribution equal to the number of Performance Share Units credited to the Account as of the record date for such dividend or distribution multiplied by the fair market value of such property actually paid as a dividend or distribution on each outstanding share of Stock at such payment date, divided by the Fair Market Value of a share of Stock at such payment date.

(iii) *Share Dividends and Splits* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of additional shares of Stock, or there occurs a forward split of shares of Stock, then a number of additional Performance Share Units shall be credited to Employee’s Account as of the payment date for such dividend or distribution or forward split equal to the number of Performance Share Units credited to the Account as of the record date for such dividend or distribution or split multiplied by the number of additional shares of Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Stock.

(b) *Adjustments* . The number of Performance Share Units credited to Employee’s Account shall be appropriately adjusted in order to prevent dilution or enlargement of Employee’s rights with

respect to Performance Share Units or to reflect any changes in the number of outstanding shares of Stock resulting from any event referred to in Section 11(c) of the Plan, taking into account any Performance Share Units credited to Employee in connection with such event under Section 5(a) hereof. In furtherance of the foregoing, in the event of an equity restructuring, as defined in ASC Topic 718, which affects the shares of Stock, Employee shall have a legal right to an adjustment to Employee's Performance Share Units which shall preserve without enlarging the value of the Performance Share Units, with the manner of such adjustment to be determined by the Committee in its discretion. All adjustments will be made in a manner as to maintain the Performance Share Unit's exemption from Code Section 409A or, to the extent Code Section 409A applies, to comply with Code Section 409A. Any adjustments shall be subject to the requirements and restrictions set forth in Section 11(c) of the Plan.

(c) *Risk of Forfeiture and Settlement of Performance Share Units Resulting from Dividend Equivalents and Adjustments.* Performance Share Units which directly or indirectly result from Dividend Equivalents on or adjustments to a Performance Share Unit granted hereunder shall be subject to the same risk of forfeiture and other conditions as apply to the granted Performance Share Units with respect to which the Dividend Equivalents related and will be settled at the same time as such related Performance Share Units.

## **6. Settlement and Deferral .**

(a) *Settlement Date.* Except as otherwise set forth above under "Further Conditions to Settlement," Performance Share Units granted hereunder that have become earned and vested, together with Performance Share Units credited as a result of Dividend Equivalents with respect thereto, shall be settled by delivery of one share of Stock for each Performance Share Unit being settled. Settlement of a vested Performance Share Unit granted hereunder shall occur at the Earning Date (with shares to be delivered within 60 days after the Earning Date); provided, however, that settlement of earned Performance Share Units shall occur earlier (i) within 60 days after the date of death of Employee, (ii) if no provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with a Change in Control within 60 days after the Change in Control or (iii) within 60 days after the time the earned Performance Share Units become vested in connection with the Employee's Termination of Employment or when the Employee is or becomes eligible to terminate employment due to Retirement; and provided further, that settlement shall be deferred if so elected by Employee in accordance with Section 6(b) hereof subject to Section 6(c) hereof. Settlement of Performance Share Units which directly or indirectly result from Dividend Equivalents on Performance Share Units granted hereunder shall occur at the time of settlement of the related Performance Share Unit.

(b) *Elective Deferral.* The Committee may determine to permit Employee to elect to defer settlement (or redefer) if such election would be permissible under Section 11(k) of the Plan and Code Section 409A. In addition to any applicable requirements under Code Section 409A, any such deferral election shall be made only while Employee remains employed and at a time permitted under Code Section 409A. The form under which an election is made shall set forth the time and form of payment of such amount deferred. Any amount deferred shall be subject to a six-month delay upon payment if required under Section 11(k)(i)(F) of the Plan. Any elective deferral will be subject to such additional terms and conditions as the Vice President — Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, may reasonably impose.

(c) *Compliance with Code Section 409A .* Other provisions of this Agreement notwithstanding, if Performance Share Units constitute a "deferral of compensation" under Section 409A of the Code ("Code Section 409A") as presently in effect or hereafter amended (i.e., the Performance Share Units are not excluded or exempted under Code Section 409A or a regulation

or other official governmental guidance thereunder; Note: an elective deferral under Section 6(b) would cause the Performance Share Units, if not already, to be a deferral of compensation subject to Code Section 409A after the deferral), such Performance Share Units shall be subject to the additional requirements set forth in Section 11(k) of the Plan.

**7. *Employee Representations and Warranties Upon Settlement*** . As a condition to the settlement of the Performance Share Units, the Company may require Employee to make any representation or warranty to the Company as may be required under any applicable law or regulation.

**8. *Miscellaneous*** .

(a) *Binding Agreement; Written Amendments* . This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties. This Agreement constitutes the entire agreement between the parties with respect to the Performance Share Units, and supersedes any prior agreements or documents with respect to the Performance Share Units. No amendment or alteration of this Agreement which may impose any additional obligation upon the Company shall be valid unless expressed in a written instrument duly executed in the name of the Company, and no amendment, alteration, suspension or termination of this Agreement which may materially impair the rights of Employee with respect to the Performance Share Units shall be valid unless expressed in a written instrument executed by Employee.

(b) *No Promise of Employment*. The Performance Share Units and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Employee has a right to continue as an officer or employee of the Company for any period of time, or at any particular rate of compensation.

(c) *Governing Law* . The validity, construction, and effect of this Agreement shall be determined in accordance with the laws (including those governing contracts) of the state of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

(d) *Fractional Performance Share Units and Shares* . The number of Performance Share Units credited to Employee's Account shall include fractional Performance Share Units calculated to at least three decimal places, unless otherwise determined by the Committee. Unless settlement is effected through a third-party broker or agent that can accommodate fractional shares (without requiring issuance of a fractional Share by the Company), upon settlement of the Performance Share Units Employee shall be paid, in cash, an amount equal to the value of any fractional Share that would have otherwise been deliverable in settlement of such Performance Share Units.

(e) *Mandatory Tax Withholding* . Unless otherwise determined by the Committee, at the time of vesting and/or settlement the Company will withhold from any shares of Stock deliverable in settlement of the Performance Share Units, in accordance with Section 11(d) (i) of the Plan, the number of shares of Stock having a value nearest to, but not exceeding, the minimum amount of income and employment taxes required to be withheld under applicable laws and regulations, and pay the amount of such withholding taxes in cash to the appropriate taxing authorities. Employee will be responsible for any withholding taxes not satisfied by means of such mandatory withholding and for all taxes in excess of such minimum withholding taxes that may be due upon vesting or settlement of Performance Share Units.

(f) *Statements* . An individual statement of each Employee's Account will be issued to Employee at such times as may be determined by the Company. Such a statement shall reflect the number of Performance Share Units credited to Employee's Account, transactions therein during the period covered by the statement, and other information deemed relevant by the Company. Such a statement may be combined with or include information regarding other plans and compensatory

arrangements. Employee's statements shall be deemed a part of this Agreement, and shall evidence the Company's obligations in respect of Performance Share Units, including the number of Performance Share Units credited as a result of Dividend Equivalents (if any). Any statement containing an error shall not, however, represent a binding obligation to the extent of such error, notwithstanding the inclusion of such statement as part of this Agreement.

(g) *Unfunded Obligations* . The grant of the Performance Share Units and any provision for distribution in settlement of Employee's Account hereunder shall be by means of bookkeeping entries on the books of the Company and shall not create in Employee any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for Employee. With respect to Employee's entitlement to any distribution hereunder, Employee shall be a general creditor of the Company.

(h) *Notices* . Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President – Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, and any notice to Employee shall be addressed to Employee at Employee's address as then appearing in the records of the Company.

(i) *Shareholder Rights*. Employee and any Beneficiary shall not have any rights with respect to shares of Stock (including voting rights) covered by this Agreement prior to the settlement and distribution of the shares of Stock as specified herein. Specifically, Performance Share Units represent a contractual right to receive shares of Stock in the future, subject to the terms and conditions of this Agreement and the Plan, and do not represent ownership of shares of Stock at any time before the settlement of this Award and actual issuance of the shares of Stock.

FY 2017 Performance Share Agreement (Cumulative NFE)

**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Performance Goal and Earning of Performance Share Units**

The number of Performance Share Units earned by Participant shall be determined as of September 30, 2019 (the “Earning Date”), based on the Company’s “Cumulative NFEPS” (defined below) over the 36-month period ending at the Earning Date. The number of Performance Share Units earned will be determined based on the following table:

<u>Cumulative NFEPS</u>	Performance Share Units Earned as a Percentage of Target <u>Performance Share Units</u>
Less than \$4.30	0%
\$4.30	50%
\$5.38	100%
\$6.46 or Greater	150%

“Net Financial Earnings” or “NFE” is a financial measure not calculated in accordance with generally accepted accounting principles that the Company reports on a quarterly and annual basis to the public and in its quarterly reports on Form 10-Q and annual reports on Form 10-K that are filed with the Securities and Exchange Commission (“SEC”).

“NFEPS” shall be the NFE per basic share of Common Stock that the Company reports on a quarterly and annual basis to the public and in its quarterly reports on Form 10-Q and annual report on Form 10-K that are filed with the SEC.

“Cumulative NFEPS” shall be the sum of the annual NFEPS for the three fiscal years (“FY”) ended September 30, 2017, 2018 and 2019 calculated as follows:

$$\text{Cumulative NFEPS} = \text{NFEPS}_{\text{FY2017}} + \text{NFEPS}_{\text{FY2018}} + \text{NFEPS}_{\text{FY2019}}$$

Upon achievement of Cumulative NFEPS at a point between any two specified Cumulative NFEPS levels, the Performance Share Units earned will be mathematically interpolated on a straight-line basis.

Determinations of the Committee regarding the Cumulative NFEPS, the calculations related thereto, the resulting Performance Share Units and related matters will be final and binding on the Participant.

FY 2017 Performance Share Agreement (Cumulative NFE)

**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Definitions Under Further Conditions to Settlement**

- a. “Business of the Company” means the following areas of its business which are selected below, which Employee acknowledges are areas of the Company’s business in which Employee has responsibilities:

(check as applicable)

\_\_\_ Natural Gas Distribution : Consists of New Jersey Natural Gas Company, a natural gas utility company that provides regulated retail natural gas service to residential and commercial customers in central and northern New Jersey and participates in the off-system sales and capacity release markets.

\_\_\_ Energy Services : Maintains and transacts around a portfolio of physical assets consisting of natural gas storage and transportation contracts and also provides wholesale energy management services to other energy companies and natural gas producers in market areas including states from the Gulf Coast and Mid-continent regions to the Appalachian and Northeast regions, the West Coast and Canada.

\_\_\_ Clean Energy Ventures : Investor, owner, and operator in the renewable energy sector, including investments in wind and residential and commercial rooftop and ground mount solar systems.

\_\_\_ Midstream Assets : Includes investments in natural gas transportation and storage assets and is comprised of the following: an equity investment in Dominion Midstream Partners, LP, which holds ownership interests in the Iroquois Gas Transmission System, Cove Point and Dominion Carolina Gas Transmission; Steckman Ridge, which is a partnership that owns and operates a 17.7 Bcf natural gas storage facility, with up to 12 Bcf working capacity, in western Pennsylvania that is 50 percent owned by a Company Subsidiary; and a 20 percent ownership interest in the proposed PennEast Pipeline, a 118-mile pipeline designed to bring natural gas produced in the Marcellus Shale region to homes and businesses in Pennsylvania and New Jersey.

\_\_\_ Home Services : Consists of NJR Home Services Company, which provides Heating, Ventilating, and Air Conditioning (HVAC) service, sales and installation of appliances, as well as installation of solar equipment.

- b. “Confidential Information” means all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to the Company, its customers and vendors, that is not generally known or publicly available, and which would be useful to competitors of the Company or otherwise damaging to the Company if disclosed. Confidential Information may include, but is not necessarily limited to: (i) the identity of the Company’s customers or potential customers, their purchasing histories, and the terms or proposed terms upon which the Company offers or may offer its products and services to such customers, (ii) the identity of the Company’s vendors or potential vendors, and the terms or proposed terms upon which the Company may purchase products and services from such vendors, (iii) technology used by the Company to provide its services, (iv) the terms and conditions upon which the Company employs its employees and independent contractors, (v) marketing and/or business plans and strategies, (vi) financial reports and



analyses regarding the revenues, expenses, profitability and operations of the Company, and (vii) information provided to the Company by customers and other third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by Company or any Employer, except where such public disclosure has been made by Employee without authorization from Company or Employer; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means.

- c. "Material Contact" means contact in person, by telephone, or by paper or electronic correspondence, or the supervision of those who have such conduct, and which is done in furtherance of the business interests of the company and within the last 36 months.
- d. "Restricted Territory" consists of the following areas, to the extent such areas have been identified as applicable to the definition of the "Business of the company" above:

Natural Gas Distribution: The State of New Jersey and for those employees engaged in or supervising off system sales, the States of New Jersey, New York and Pennsylvania.

Energy Services: The Continental United States and within a 100 mile radius of the Dawn Storage Hub in Canada.

Clean Energy Ventures: The State of New Jersey.

Midstream Assets: The States of New Jersey, New York, Connecticut and Pennsylvania.

Home Services: The State of New Jersey.



**NEW JERSEY RESOURCES CORPORATION**

**Deferred Stock Retention Award Agreement**

This Deferred Stock Retention Award Agreement (the "Agreement"), which includes the attached "Terms and Conditions of Deferred Stock," confirms the grant on November 15, 2016 (the "Grant Date"), by New Jersey Resources Corporation, a New Jersey corporation ("NJR"), to \_\_\_\_\_ ("Employee"), under Section 6(e) of the 2007 Stock Award and Incentive Plan (the "Plan"), of Deferred Stock, including the rights to Dividend Equivalents thereon as specified herein, as follows:

Based upon his or her contribution to the success of NJR in fiscal year 2016, Employee is hereby awarded a deferred stock award (the "Retention Award") of \_\_\_\_\_ deferred stock units of NJR common stock issued under the Plan ("Deferred Stock"), including the rights to Dividend Equivalents thereon as specified herein.

The Retention Award will be paid to Employee on October 15, 2019 ("Award Date"), subject to the terms and conditions set forth herein.

Upon the Award Date, the payout of the Deferred Stock, including Deferred Stock credited as the result of Dividend Equivalents, will be in the form of fully transferable shares of NJR common stock, subject to the terms and conditions set forth herein. Prior to the Award Date, if not previously forfeited, the Retention Award (i) will be paid in full upon a consummation of a Change in Control if no provision is made for the continuance, assumption or substitution of the Retention Award by NJR or its successor in connection with the Change in Control (provided the Change in Control constitutes a 409A ownership/control change and (ii) will be paid as set forth below upon the Employee's Disability and death to the extent provided in Section 3 of the Terms and Conditions attached hereto as Exhibit "A," and subject to the terms and conditions set forth herein.

**Conditions to Retention Award**: Employee is not required to continue his/her employment with NJR in order to receive distribution of the Retention Award. However, NJR's obligation to pay the Retention Award and Employee's right to distribution of the Retention Award will be forfeited immediately upon the occurrence of any one or more of the following events (defined terms are attached hereto as Exhibit "B"):

- (a) Competitive Employment. In the event that Employee, during the Restricted Period and within the Restricted Territory, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, performs services of the type which are the same as or similar to those conducted, authorized, offered or provided by Employee to NJR within the 24 months prior to Employee's termination or resignation, and which support business activities which compete with the Business of NJR.
- (b) Recruitment of NJR Employees and Contractors. In the event that Employee, during the Restricted Period, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits or induces any employee or independent contractor of NJR with whom Employee had Material Contact to terminate or lessen such employment or contract with NJR.

- (c)Solicitation of NJR Customers . In the event that Employee, during the Restricted Period, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective customers of NJR with whom Employee had Material Contact for the purpose of selling any products or services which compete with the Business of NJR.
- (d)Solicitation of NJR Vendors. In the event that Employee, during the Restricted Period, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective vendor of NJR with whom Employee had Material Contact for the purpose of purchasing products or services to support business activities which compete with the Business of NJR.
- (e)Breach of Confidentiality . In the event that Employee, at any time, directly or indirectly, divulges or makes use of any Confidential Information of NJR other than in the performance of Employee's duties for NJR. This provision does not limit the remedies available to NJR under common or statutory law as to trade secrets or other forms of confidential information, which may impose longer duties of non-disclosure and provide for injunctive relief and damages.
- (f)Return of Property and Information . In the event that Employee fails to return all of NJR's property and information (whether confidential or not) within Employee's possession or control within seven (7) calendar days following the termination or resignation of Employee from employment with NJR. Such property and information includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by NJR to Employee or which Employee has developed or collected in the scope of Employee's employment with NJR, as well as all NJR-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by NJR, Employee shall certify in writing that Employee has complied with this provision, and has permanently deleted all NJR information from any computers or other electronic storage devices or media owned by Employee. Employee may only retain information relating to the Employee's benefit plans and compensation to the extent needed to prepare Employee's tax returns.
- (g)Disparagement . In the event that Employee makes any statements, either verbally or in writing, that are disparaging with regard to NJR or any of its subsidiaries or their respective executives and Board members.
- (h)Termination for Cause . In the event that Employee's employment with NJR and its subsidiaries is terminated for Cause.
- (i) Failure to Provide Information . In the event that Employee fails to promptly and fully respond to requests for information from NJR regarding Employee's compliance with any of the foregoing conditions.

If it is determined by the Leadership Development and Compensation Committee of the NJR Board of Directors, in its sole discretion, that any of the foregoing events have occurred prior to full distribution of the Retention Award, any unpaid portion of the Retention Award will be forfeited without any compensation therefor.

By signing below, Employee expressly agrees that the foregoing Conditions to Retention Award shall apply to any unpaid awards under any pre-existing Deferred Stock Retention Award Agreements between Employee and NJR. To the extent that there is any conflict between the

conditions contained in such pre-existing agreements and the Conditions to Retention Award contained in this Agreement, the Conditions to Retention Award in this Agreement shall control.

The value of the Retention Award will not be taxable to Employee for income tax purposes until it is distributed and will, at that time, be equal to the aggregate value of the then current fair market value of the shares of NJR common stock and cash distributed to Employee. Required income tax withholdings will be deducted first from any cash paid and then in the form of shares from the share payout as described in Section 7(c) of the attached Terms and Conditions, unless Employee has elected at least 90 days prior to payout to satisfy the tax obligations in cash by other means as described herein. Employee will be responsible for satisfying any employment tax withholdings attributable to the Deferred Stock and any related Dividend Equivalents, which Employee may satisfy by (i) delivering to the Company cash equal to the required withholdings or (ii) directing the Company to withhold such amounts from any other cash compensation the Company will pay Employee contemporaneously with the time the withholdings are required hereunder.

The Retention Award will not be considered as compensation for purposes of any pension or retirement plan, or other plan that provides for benefits based on Employee's level of compensation.

The Retention Award and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Employee has a right to continue as an officer or employee of NJR or any of its subsidiaries for any period of time, or at any particular rate of compensation.

The validity, construction, and effect of this Agreement and the Retention Award shall be determined in accordance with the laws (including those governing contracts) of the state of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby. In the event that any provision of this Agreement is not enforceable in accordance with its terms, such provision shall be reformed to make it enforceable in a manner which provides NJR and its subsidiaries the maximum rights permitted by law.

The terms of this Retention Award are governed by the Plan and this Agreement, including the attached Terms and Conditions. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

Employee acknowledges and agrees that (i) Employee has received a copy of the Plan and agrees to be bound by all the terms and provisions thereof, (ii) the Deferred Stock is nontransferable, except as provided in Section 2 of the attached Terms and Conditions and Section 11(b) of the Plan, (iii) the Deferred Stock is subject to forfeiture as described above in certain limited circumstances prior to payout, and (iv) sales of the shares following payout of the Deferred Stock will be subject to the Company's policy governing the purchase and sale of NJR securities.

IN WITNESS WHEREOF, NEW JERSEY RESOURCES CORPORATION has caused this Agreement to be executed by its officer thereunto duly authorized, and Employee has duly executed this Agreement, by which each has agreed to the terms of this Agreement.

\_\_\_\_\_  
[NAME]  
[Title]

Acknowledged and Agreed:

\_\_\_\_\_  
[NAME]    Date  
[Title]

## EXHIBIT A - TERMS AND CONDITIONS OF DEFERRED STOCK RETENTION AWARD

The following Terms and Conditions apply to the Deferred Stock Retention Award granted to Employee by NEW JERSEY RESOURCES CORPORATION (either the "Company" or "NJR"), as specified in the Deferred Stock Retention Award Agreement (of which these Terms and Conditions form a part). Certain terms and conditions of the Retention Award, including the number of shares granted and payment date(s), are set forth on the preceding pages, which are an integral part of this Agreement.

1. **General**. The Retention Award is granted to Employee under the Company's 2007 Stock Award and Incentive Plan (the "Plan"), a copy of which has been previously delivered to Employee and/or is available upon request to the Human Resources Department. All of the applicable terms, conditions and other provisions of the Plan are incorporated by reference herein. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and mandatory provisions of the Plan, the provisions of the Plan govern. Employee agrees to be bound by all of the terms and provisions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time, and the decisions and determinations of the Leadership Development and Compensation Committee of the Company's Board of Directors (the "Committee") made from time to time.

2. **Nontransferability**. Until such time as the Retention Award has been distributed in accordance with the terms of this Agreement, Employee may not transfer either the Deferred Stock or any rights hereunder (including those with respect to the accumulated dividend equivalents) to any third party other than by will or the laws of descent and distribution except for transfers to a Beneficiary or as otherwise permitted and subject to the conditions under Section 11(b) of the Plan. This restriction on transfer precludes any sale, assignment, pledge, or other encumbrance or disposition of the shares of Deferred Stock (or any rights thereunder, including those with respect to the accumulated dividend equivalents, except for forfeitures to the Company).

3. **Early Payment Provisions**. The following provisions will govern the payment of any Retention Award that is outstanding, and has not been forfeited previously, at the time of Employee's death or Disability:

(a) **Death**. In the event of Employee's death, the unpaid Retention Award will be paid as soon as administratively practicable (and no later than ninety (90) days) following Employee's death to the Employee's Beneficiary.

(b) **Disability**. In the event of Employee's Disability (as defined below), the unpaid Retention Award will be paid to the Employee on the 31<sup>st</sup> day after Employee's Disability.

"Disability" means Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. The Company and Employee shall agree on the identity of a physician to resolve any question as to Employee's disability. If the Company and Employee cannot agree on the physician to make such determination, then the Company and Employee shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement.

#### 4. Dividend Equivalents and Adjustments.

(a) *Dividend Equivalents* . Dividend Equivalents will be credited on the shares of Deferred Stock (other than shares of Deferred Stock that, at the relevant record date, previously have been settled or forfeited) and deemed converted into additional shares of Deferred Stock. Dividend Equivalents will be credited as follows, except that the Company may vary the manner of crediting (for example, by crediting cash dividend equivalents rather than additional shares of Deferred Stock) for administrative convenience:

(i) *Cash Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of cash, then additional shares of Deferred Stock shall be credited to Employee's Account as of the payment date of such cash dividend or distribution equal to the number of shares of Deferred Stock credited to the Account as of the relevant record date multiplied by the amount of cash paid per share of Stock in such dividend or distribution divided by the Fair Market Value of a share of Stock at the payment date for such dividend or distribution.

(ii) *Non-Share Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of property other than shares of Stock, then a number of additional shares of Deferred Stock shall be credited to Employee's Account as of the payment date for such dividend or distribution equal to the number of shares of Deferred Stock credited to the Account as of the record date for such dividend or distribution multiplied by the fair market value of such property actually paid as a dividend or distribution on each outstanding share of Stock at such payment date, divided by the Fair Market Value of a share of Stock at such payment date for such dividend or distribution.

(iii) *Share Dividends and Splits* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of additional shares of Stock, or there occurs a forward split of shares of Stock, then a number of additional shares of Deferred Stock shall be credited to Employee's Account as of the payment date for such dividend or distribution or forward split equal to the number of shares of Deferred Stock credited to the Account as of the record date for such dividend or distribution or split multiplied by the number of additional shares of Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Stock.

(b) *Adjustments* . The number of shares of Deferred Stock credited to Employee's Account shall be appropriately adjusted in order to prevent dilution or enlargement of Employee's rights with respect to the Deferred Stock or to reflect any changes in the number of outstanding shares of Stock resulting from any event referred to in Section 11(c) of the Plan, taking into account any Deferred Stock credited to Employee in connection with such event under Section 5(a) hereof. In furtherance of the foregoing, in the event of an equity restructuring, as defined in ASC Topic 718, which affects the shares of Stock, Employee shall have a legal right to an adjustment to Employee's Deferred Stock which shall preserve without enlarging the value of the Deferred Stock, with the manner of such adjustment to be determined by the Committee in its discretion. All adjustments will be made in a manner as to maintain the Deferred Stock's exemption from Code Section 409A or, to the extent Code Section 409A applies, to comply with Code Section 409A. Any adjustments shall be subject to the requirements and restrictions set forth in Section 11(c) of the Plan.

(c) *Risk of Forfeiture and Settlement of Deferred Stock Resulting from Dividend Equivalents and Adjustments*. Deferred Stock which directly or indirectly result from Dividend Equivalents or adjustments to Deferred Stock granted hereunder shall be subject to the same risk of forfeiture and other conditions as apply to the granted

Deferred Stock with respect to which the Dividend Equivalents or adjustments related and will be settled at the same time as such related Deferred Stock.

5. **409A Award** . The Retention Award payable under the Agreement is a 409A Award and is subject to all applicable terms and conditions set forth in Section 11(k) of the Plan. All provisions of the Agreement shall be interpreted in a manner as to comply with Section 11(k) of the Plan and Code Section 409A.

6. **Other Terms of Deferred Stock** .

(a) *Voting and Other Shareholder Rights* . Employee shall not be entitled to vote Deferred Stock on any matter submitted to a vote of holders of Common Stock, and shall not have all other rights of a shareholder of the Company, unless and until the Stock with respect to the Deferred Stock is distributed to Employee as described in the Agreement.

(b) *Consideration for Grant of Deferred Stock* . Employee shall not be required to pay cash consideration for the grant of the Deferred Stock and Dividend Equivalents, but Employee's performance of services to the Company prior to the payout of the Deferred Stock shall be deemed to be consideration for this grant of Deferred Stock and Dividend Equivalents.

(c) *Insider Trading Policy Applicable*. Employee acknowledges that sales of shares of stock resulting from Deferred Stock that have been distributed will be subject to the Company's policies governing the purchase and sale of Company securities.

(d) *Certificates Evidencing Deferred Stock* . On the date any Deferred Stock subject to the Retention Award becomes payable (the "Payment Date"), such Deferred Stock shall be paid by the Company delivering to the Employee, a number of shares of NJR common stock equal to the number of shares of Deferred Stock, including Deferred Stock as the result of Dividend Equivalents, that become payable upon that Payment Date, subject to any applicable withholding requirements described below. The Company shall issue the shares either (i) in certificate form or (ii) in book entry form, registered in the name of the Employee. Delivery of any certificates will be made to the Employee's last address reflected on the books of the Company unless the Company is otherwise instructed in writing. The Company shall pay in cash the value of any fractional share of Stock deliverable upon payment of the Deferred Stock, subject to any applicable withholding requirements described below. Neither the Employee nor any of the Employee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Deferred Stock and Dividend Equivalents that are so paid.

7. **Employee Representations and Warranties and Release** . As a condition to distribution of the Retention Award to Employee upon Disability, the Company may require Employee (i) to make any representation or warranty to the Company as may be required under any applicable law or regulation, and (ii) to execute a release from claims against the Company arising at or before the date of such release, in such form as may be specified by the Company, and not revoke such release prior to the expiration of any applicable revocation period, all within thirty (30) days of Employee's Disability.

8. **Miscellaneous** .

(a) *Binding Agreement; Written Amendments* . This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties. This Agreement constitutes the entire agreement between the parties with respect to the Retention Award, and supersedes any prior agreements (either verbal or written) or documents with respect to the Retention Award. No amendment or alteration of this



Agreement which may impose any additional obligation upon the Company shall be valid unless expressed in a written instrument duly executed in the name of the Company, and no amendment, alteration, suspension or termination of this Agreement which may materially impair the rights of Employee with respect to the Retention Award shall be valid unless expressed in a written instrument executed by Employee. All amendments must comply with the requirements of Code Section 409A.

(b) *Governing Law* . The validity, construction, and effect of this Agreement shall be determined in accordance with the laws (including those governing contracts) of the state of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

(c) *Mandatory Tax Withholding* . Unless otherwise determined by the Committee, or unless Employee has elected at least 90 days prior to payout to satisfy the tax obligations in cash by other means, at the time of payment of the Retention Award to Employee, the Company will withhold first from any cash payable and then from any Shares deliverable, in accordance with Section 11(d)(i) of the Plan, the number of Shares having a value nearest to, but not exceeding, the minimum amount of income and employment taxes required to be withheld under applicable local laws and regulations (after withholding of any cash payable hereunder), and pay the amount of such withholding taxes in cash to the appropriate taxing authorities. Employee will be responsible for any withholding taxes not satisfied by means of such mandatory withholding and for all taxes in excess of such withholding taxes that may be due upon payment of the Retention Award.

(e) *Notices* . Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President, Corporate Services, and any notice to Employee shall be addressed to Employee at Employee's address as then appearing in the records of the Company.

(f) *Shareholder Rights*. Employee and any Beneficiary shall not have any rights with respect to Deferred Shares (including voting rights and any Deferred Shares credited as the result of Dividend Equivalents covered by this Agreement) prior to the settlement and distribution of the Deferred Shares as specified herein.

## EXHIBIT B – DEFINITIONS

- a. "Business of NJR" means the following areas of its business which are selected below, which Employee acknowledges are areas of NJR's business in which Employee has responsibilities:

(check as applicable)

\_\_\_ Natural Gas Distribution: Consists of New Jersey Natural Gas Company, a natural gas utility company that provides regulated retail natural gas service to residential and commercial customers in central and northern New Jersey and participates in the off-system sales and capacity release markets.

\_\_\_ Energy Services: Maintains and transacts around a portfolio of physical assets consisting of natural gas storage and transportation contracts and also provides wholesale energy management services to other energy companies and natural gas producers in market areas including states from the Gulf Coast and Mid-continent regions to the Appalachian and Northeast regions, the West Coast and Canada.

\_\_\_ Clean Energy Ventures: Investor, owner, and operator in the renewable energy sector, including investments in wind and residential and commercial rooftop and ground mount solar systems.

\_\_\_ Midstream Assets: Includes investments in natural gas transportation and storage assets and is comprised of the following: an equity investment in Dominion Midstream Partners, LP, which holds ownership interests in the Iroquois Gas Transmission System, Cove Point and Dominion Carolina Gas Transmission; Steckman Ridge, which is a partnership that owns and operates a 17.7 Bcf natural gas storage facility, with up to 12 Bcf working capacity, in western Pennsylvania that is 50 percent owned by an NJR Subsidiary; and a 20 percent ownership interest in the proposed PennEast Pipeline, a 118-mile pipeline designed to bring natural gas produced in the Marcellus Shale region to homes and businesses in Pennsylvania and New Jersey.

\_\_\_ Home Services: Consists of NJR Home Services Company, which provides Heating, Ventilating, and Air Conditioning (HVAC) service, sales and installation of appliances, as well as installation of solar equipment.

- b. "Cause" has the same meaning as in any employment or similar agreement between NJR and the Employee or, if no such agreement or definition exists, then "Cause" means: (A) conviction of a felony or the entering by Employee of a plea of nolo contendere to a felony charge, (B) Employee's gross neglect, willful malfeasance or willful gross misconduct in connection with Employee's employment hereunder which has had a significant adverse effect on the business of NJR or any of its subsidiaries, unless Employee reasonably believed in good faith that such act or non-act was in or not opposed to the best interests of NJR or any of its subsidiaries, or (C) repeated material violations by Employee of his or her obligations under any applicable employment agreement or policy of NJR or any of its subsidiaries, which have continued after written notice thereof from NJR or any of its subsidiaries, which violations are demonstrably willful and deliberate on Employee's part and which result in material damage to NJR or any of its subsidiaries' business or reputation.
- c. "Confidential Information" means all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to NJR, its customers and vendors, that is not generally known or publicly available, and which would be useful to competitors of NJR or otherwise damaging to NJR if disclosed. Confidential Information may include, but is not necessarily limited to: (i) the identity of NJR's customers or potential customers, their purchasing histories, and the terms or proposed terms upon which NJR offers or may offer

its products and services to such customers, (ii) the identity of NJR's vendors or potential vendors, and the terms or proposed terms upon which NJR may purchase products and services from such vendors, (iii) technology used by NJR to provide its services, (iv) the terms and conditions upon which NJR employs its employees and independent contractors, (v) marketing and/or business plans and strategies, (vi) financial reports and analyses regarding the revenues, expenses, profitability and operations of NJR, and (vii) information provided to NJR by customers and other third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by Company or Employer, except where such public disclosure has been made by Employee without authorization from Company or Employer; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means.

- d. "Material Contact" means contact in person, by telephone, or by paper or electronic correspondence, or the supervision of those who have such conduct, and which is done in furtherance of the business interests of NJR and within the last 36 months of Employee's employment with NJR.
- e. "Restricted Period" means the period while Employee is employed by NJR and for 36 months following the termination or resignation of Employee from employment with NJR.
- f. "Restricted Territory" consists of the following areas, to the extent such areas have been identified as applicable to the definition of the "Business of NJR" above:

Natural Gas Distribution : The State of New Jersey and for those employees engaged in or supervising off system sales, the States of New Jersey, New York and Pennsylvania.

Energy Services : The Continental United States and within a 100 mile radius of the Dawn Storage Hub in Canada.

Clean Energy Ventures : The State of New Jersey.

Midstream Assets : The States of New Jersey, New York, Connecticut and Pennsylvania.

Home Services : The State of New Jersey.



**NEW JERSEY RESOURCES CORPORATION**

**2007 Stock Award and Incentive Plan  
Performance Share Units Agreement – TSR**

This Performance Share Units Agreement (the “Agreement”), which includes the attached “Terms and Conditions of Performance Share Units” (the “Terms and Conditions”) and the attached Exhibit A captioned “ **Performance Goal and Earning of Performance Share Units** ”, confirms the grant on **November 15, 2016** (the “Grant Date”) by NEW JERSEY RESOURCES CORPORATION, a New Jersey corporation (the “Company”), to \_\_\_\_\_ (“Employee”), under Sections 6(e), 6(i) and 7 of the 2007 Stock Award and Incentive Plan (the “Plan”), of Performance Share Units (the “Performance Share Units”), including rights to Dividend Equivalents as specified herein, as follows:

*Target Number Granted:* \_\_\_\_\_ Performance Share Units (“Target Number”)

*How Performance Share Units are Earned and Vest :* The Performance Share Units, if not previously forfeited, (i) will be earned, if and to the extent that the Performance Goal defined on Exhibit A to this Agreement is achieved, with the corresponding number of Performance Share Units earned (ranging from 0% to 150% of the Target Number) as specified on Exhibit A, on the date set forth on Exhibit A (the “Earning Date”) and (ii) will vest as to the number of Performance Share Units earned if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Earning Date (the “Stated Vesting Date”). To the extent vested, all earned Performance Share Units shall be settled within 60 days of the Stated Vesting Date. In addition, if not previously forfeited or payable, upon a Change in Control, the Performance Share Units (i) will be earned in an amount equal to (A) the Target Number of the Performance Share Units if the Change in Control occurs within the first 12 months of the 36-month earning period specified on Exhibit A or (B) the number of Performance Share Units that would have been earned based upon the actual level of achievement if the performance period had ended at the date of the Change in Control if the Change in Control occurs within the last 24 months of the 36-month earning period specified on Exhibit A and (ii) will (A) immediately vest on the Change in Control with respect to such earned Performance Share Units and will be settled within 60 days thereafter, if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Change in Control and no provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control, or (B) vest on the Stated Vesting Date with respect to such earned Performance Share Units and will be settled within 60 days thereafter, if Employee remains employed by the Company or a Subsidiary from the Grant Date through the Stated Vesting Date and provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control. In addition, if not previously forfeited or payable, the Performance Share Units will become earned and/or vested upon the occurrence of certain events relating to Retirement and/or Termination of Employment to the extent provided in Section 4 of the attached Terms and Conditions. The terms “vest” and “vesting” mean that the Performance Share

Units have become non-forfeitable in relation to Employee's employment but may continue to be subject to a substantial risk of forfeiture based on the Performance Goal to the extent provided in Section 4 of the attached Terms and Conditions. If the Performance Goal is not met (or not fully met) to the extent provided in Section 4 of the attached Terms and Conditions, the Performance Share Units (or the unearned portion of the Performance Share Units) will be immediately forfeited (whether vested or not). If Employee has a Termination of Employment prior to a Stated Vesting Date and the Performance Share Units are not otherwise vested by that date, the Performance Share Units will be immediately forfeited except as otherwise provided in Section 4 of the attached Terms and Conditions. Forfeited Performance Share Units cease to be outstanding and in no event will thereafter result in any delivery of shares of Stock to Employee.

*Performance Goal and Earning Date:* The Performance Goal and Earning Date, and the number of Performance Share Units earned for specified levels of performance at the Earning Date, shall be as specified in Exhibit A hereto.

*Settlement :* Performance Share Units that are to be settled hereunder, including Performance Share Units credited as a result of Dividend Equivalents, will be settled by delivery of one share of Stock, for each Performance Share Unit being settled. Settlement shall occur at the time specified above and in Section 6 of the attached Terms and Conditions.

*Further Conditions to Settlement:* Notwithstanding any other provision of this Agreement, except as otherwise set forth below, the Company's obligation to settle the Performance Share Units and Employee's right to distribution of the Performance Share Units will be forfeited immediately upon the occurrence of any one or more of the following events (defined terms are attached hereto as Exhibit B):

(a) *Competitive Employment* . In the event that Employee, prior to full settlement of the Performance Share Units and within the Restricted Territory, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, performs services of the type which are the same as or similar to those conducted, authorized, offered or provided by Employee to the Company within the last 24 months, and which support business activities which compete with the Business of the Company.

(b) *Recruitment of Company Employees and Contractors* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits or induces any employee or independent contractor of the Company with whom Employee had Material Contact to terminate or lessen such employment or contract with the Company.

(c) *Solicitation of Company Customers* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective customers of the Company with whom Employee had Material Contact for the purpose of selling any products or services which compete with the Business of the Company.

(d) *Solicitation of Company Vendors* . In the event that Employee, prior to full settlement of the Performance Share Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective vendor of the Company with whom Employee had Material Contact for the purpose of purchasing products or services to support business activities which compete with the Business of the Company.

(e) *Breach of Confidentiality* . In the event that Employee, at any time prior to full settlement of the Performance Share Units, directly or indirectly, divulges or makes use of any Confidential Information of the Company other than in the performance of Employee's duties for the Company. This provision does not limit the remedies available to the Company under common or statutory law as to trade secrets or other forms of confidential information, which may impose longer duties of non-disclosure and provide for injunctive relief and damages.

(f) *Return of Property and Information* . In the event that prior to full settlement of the Performance Share Units Employee fails to return all of the Company's property and information (whether confidential or not) within Employee's possession or control within seven (7) calendar days following the termination or resignation of Employee from employment with the Company. Such property and information includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by the Company to Employee or which Employee has developed or collected in the scope of Employee's employment with the Company, as well as all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by the Company, Employee shall certify in writing that Employee has complied with this provision, and has permanently deleted all Company information from any computers or other electronic storage devices or media owned by Employee. Employee may only retain information relating to the Employee's benefit plans and compensation to the extent needed to prepare Employee's tax returns.

(g) *Disparagement* . In the event that prior to full settlement of the Performance Share Units Employee makes any statements, either verbally or in writing, that are disparaging with regard to the Company or any of its subsidiaries or their respective executives and Board members.

(h) *Failure to Provide Information* . In the event that prior to full settlement of the Performance Share Units Employee fails to promptly and fully respond to requests for information from the Company regarding Employee's compliance with any of the foregoing conditions.

If it is determined by the Leadership Development and Compensation Committee of the Company's Board of Directors, in its sole discretion, that any of the foregoing events have occurred prior to full settlement of the Performance Share Units, any unpaid portion of the Performance Share Units will be forfeited without any compensation therefor, provided, however, that none of the foregoing conditions shall restrict any Employee who is a lawyer from practicing law. To the extent any such condition would restrict any Employee who is a lawyer from practicing law or would penalize the Employee

for practicing law, such condition shall not be effective and the Leadership Development and Compensation Committee may not forfeit any of the Performance Share Units on account therefor.

The Performance Share Units are subject to the terms and conditions of the Plan and this Agreement, including the Terms and Conditions of Performance Share Units attached hereto and deemed a part hereof. The number of Performance Share Units and the kind of shares deliverable in settlement and other terms and conditions of the Performance Share Units are subject to adjustment in accordance with Section 5 of the attached Terms and Conditions and Section 11(c) of the Plan.

Employee acknowledges and agrees that (i) the Performance Share Units are nontransferable, except as provided in Section 3 of the attached Terms and Conditions and Section 11(b) of the Plan, (ii) the Performance Share Units are subject to forfeiture in the event of Employee's Termination of Employment in certain circumstances prior to vesting, as specified in Section 4 of the attached Terms and Conditions, (iii) the foregoing conditions shall apply to the Performance Share Units prior to settlement and (iv) sales of shares of Stock delivered upon settlement of the Performance Share Units will be subject to any Company policy regulating trading by employees.

Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

NJR FY 2017 Performance Share Agreement (TSR)

IN WITNESS WHEREOF, NEW JERSEY RESOURCES CORPORATION has caused this Agreement to be executed by its officer thereunto duly authorized.

NEW JERSEY RESOURCES CORPORATION

By: \_\_\_\_\_  
[NAME]  
[Title]

EMPLOYEE

\_\_\_\_\_  
[NAME]  
[Title]

NJR FY 2017 Performance Share Agreement (TSR)



## TERMS AND CONDITIONS OF PERFORMANCE SHARE UNITS

The following Terms and Conditions apply to the Performance Share Units granted to Employee by NEW JERSEY RESOURCES CORPORATION (the “Company”) and Performance Share Units resulting from Dividend Equivalents (as defined below), if any, as specified in the Performance Share Units Agreement (of which these Terms and Conditions form a part). Certain terms of the Performance Share Units, including the number of Performance Share Units granted, vesting date(s) and settlement date, are set forth on the cover page hereto and Exhibit A, which are an integral part of this Agreement.

1. **General** . The Performance Share Units are granted to Employee under the Company’s 2007 Stock Award and Incentive Plan (the “Plan”), which has been previously delivered to Employee and/or is available upon request to the Corporate Benefits Department. All of the applicable terms, conditions and other provisions of the Plan are incorporated by reference herein. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and mandatory provisions of the Plan, the provisions of the Plan govern. By accepting the grant of the Performance Share Stock Units, Employee agrees to be bound by all of the terms and provisions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time, and the decisions and determinations relating to the Plan and grants thereunder of the Leadership Development and Compensation Committee of the Company’s Board of Directors (the “Committee”) made from time to time.

2. **Account for Employee** . The Company shall maintain a bookkeeping account for Employee (the “Account”) reflecting the number of Performance Share Units then credited to Employee hereunder as a result of such grant of Performance Share Units and any crediting of additional Performance Share Units to Employee pursuant to dividends paid on shares of Stock under Section 5 hereof (“Dividend Equivalents”).

3. **Nontransferability** . Until Performance Share Units are settled by delivery of shares of Stock in accordance with the terms of this Agreement, Employee may not transfer Performance Share Units or any rights hereunder to any third party other than by will or the laws of descent and distribution, except for transfers to a Beneficiary or as otherwise permitted and subject to the conditions under Section 11(b) of the Plan.

4. **Termination Provisions** . The following provisions will govern the earning, vesting and forfeiture of the Performance Share Units that are outstanding at the time of Employee’s Termination of Employment (as defined below) (i) by the Company without Cause (as defined below) or by the Employee for Good Reason (as defined below), in either case during the CIC Protection Period (as defined below), or (ii) due to death or Disability (as defined below) or (iii) when Employee is or becomes eligible to terminate employment due to Retirement (as defined below), unless otherwise determined by the Committee (subject to Section 8(a) hereof):

(a) **Death**. In the event of Employee’s Termination of Employment due to death, the Performance Share Units, to the extent not earned previously, will be earned at the date of Employee’s Termination of Employment in an amount equal to (i) the Target Number of Performance Share Units if the date of Employee’s Termination of Employment due to death occurs within the first 12 months of the 36-month earning period specified on Exhibit A or (ii) the number of Performance Share Units that would have been earned based upon the actual level of achievement if the performance period had ended at the date of Employee’s Termination of Employment due to death if the date of Employee’s Termination of Employment due to death occurs in the last 24 months of the 36-month earning period specified on Exhibit A. A Pro Rata

Portion (as defined below) of the Performance Share Units earned on or before the Employee's Termination of Employment due to death (whether in connection with the Employee's Termination of Employment due to death, upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the date of the Employee's Termination of Employment due to death, and such earned and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. Any portion of the then-outstanding Performance Share Units not earned and vested at or before the date of Employee's Termination of Employment due to death will be forfeited.

(b) *Termination by the Company or by the Employee.* In the event of Employee's Termination of Employment by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the time of Employee's Termination of Employment, and such earned and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. In the event of Employee's Termination of Employment (i) by the Company for Cause and other than for Disability, (ii) by the Company for any reason other than Disability prior to or after the CIC Protection Period, (iii) by Employee (other than for Good Reason or upon a Retirement), or (iv) by Employee (other than upon a Retirement) before or after the CIC Protection Period, the portion of the then-outstanding Performance Share Units not earned and vested at the date of such Termination of Employment will be forfeited.

(c) *Retirement or Disability.* In the event of Employee's Termination of Employment by the Company for Disability, a Pro Rata Portion (as defined below) of the Performance Share Units, to the extent not earned previously, that may become earned on the Earning Date, to the extent not previously vested, will vest at the time of Employee's Termination of Employment, and such vested Performance Share Units will continue to be subject to the Performance Goal and will be eligible to be earned and settled in accordance with Section 6(a) hereof. In the event of Employee's Termination of Employment by the Company for Disability, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon an earlier Change in Control where provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest at the time of Employee's Termination of Employment, and such earned and vested Performance Share Units will be settled in accordance with Section 6(a) hereof. In the event the Employee is or becomes eligible to terminate employment due to Retirement, a Pro Rata Portion of the Performance Share Units, to the extent not earned previously, and to the extent not previously vested, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment, and such vested Performance Share Units will continue to be subject to the Performance Goal and will be eligible to be earned and settled in accordance with Section 6(a) hereof. In the event Employee is or first becomes eligible to terminate employment due to Retirement, a Pro Rata Portion of the Performance Share Units to the extent earned previously (upon a Change in Control where provision is made for the continuance assumption or substitution of the Performance Share Units by the Company or its successor in connection with the Change in Control or otherwise), to the extent not vested previously, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time

the Employee is or first becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment. Any portion of the then-outstanding Performance Share Units not vested at or before the date of Employee's Termination of Employment will be forfeited.

(d) *Certain Definitions* . The following definitions apply for purposes of this Agreement:

(i) "Cause" has the same definition as under any employment or similar agreement between the Company and Employee or, if no such agreement exists or if such agreement does not contain any such definition, Cause means (i) Employee's conviction of a felony or the entering by Employee of a plea of nolo contendere to a felony charge, (ii) Employee's gross neglect, willful malfeasance or willful gross misconduct in connection with his or her employment which has had a significant adverse effect on the business of the Company and its subsidiaries, unless Employee reasonably believed in good faith that such act or non-act was in or not opposed to the best interest of the Company, or (iii) repeated material violations by Employee of the duties and obligations of Employee's position with the Company which have continued after written notice thereof from the Company, which violations are demonstrably willful and deliberate on Employee's part and which result in material damage to the Company's business or reputation.

(ii) "CIC Protection Period" means the two-year period beginning on the date of a Change in Control and ending on the day before the second annual anniversary of the date of the Change in Control.

(iii) "Disability" means Employee has been incapable of substantially fulfilling the positions, duties, responsibilities and obligations of his employment because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of at least six consecutive months. The Company and Employee shall agree on the identity of a physician to resolve any question as to Employee's disability. If the Company and Employee cannot agree on the physician to make such determination, then the Company and Employee shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement. Only the Company can initiate a Termination of Employment due to Disability.

(iv) "Good Reason" has the same definition as under any employment or similar agreement between the Company and Employee; but, if no such agreement exists or if any such agreement does not contain or reference any such definition, Good Reason shall not apply to the Employee for purposes of this Agreement.

(v) "Pro Rata Portion" means (A) for Performance Share Units that may become earned on the Earning Date after the Employee's Termination of Employment by the Company for Disability or in the event of Employee's Termination of Employment due to death or by the Company for Disability, by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a fraction the numerator of which is the number of days from the first day of the 36-month earning period specified on Exhibit A to the date of Employee's Termination of Employment due to death or by the Company for Disability, by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date, (B) (x) for Performance Share Units that will vest in connection with the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date), a fraction the numerator of which is the number of days that

have elapsed from the first day of the 36-month earning period specified on Exhibit A to the end of the calendar month (after the Grant Date) coinciding with or immediately preceding the time the Employee first becomes eligible to terminate employment due to Retirement and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date, and (y) for Performance Share Units that will vest after the time the Employee is or first becomes eligible to terminate employment due to Retirement, a fraction the numerator of which is the number of days from the end of the immediately preceding calendar month with respect to which a Pro Rata Portion of the Performance Share Units vested (or, if none, the first day of the 36-month earning period specified on Exhibit A) to the end of the calendar month (after the Grant Date) with respect to which another Pro Rata Portion of the Performance Share Units is to vest and the denominator of which is the number of days from the first day of such 36-month earning period to the Earning Date.

(vi) “Retirement” means the Employee has attained age 65, or age 55 with 20 or more years of service.

(vii) “Subsidiary” means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code (“Section 424(f) Corporation”) and any partnership, limited liability company or joint venture in which either the Company or Section 424(f) Corporation is at least a fifty percent (50%) equity participant.

(viii) “Termination of Employment” and “Termination” means the earliest time at which Employee is not employed by the Company or a Subsidiary of the Company.

(e) *Termination by the Company for Cause* . In the event of Employee’s Termination of Employment by the Company for Cause, the portion of the then-outstanding Performance Share Units not earned and vested prior to such time will be forfeited immediately upon notice to Employee that the Company is terminating the Employee’s employment for Cause.

#### **5 . *Dividend Equivalents and Adjustments* .**

(a) *Dividend Equivalents* . Dividend Equivalents will be credited on Performance Share Units (other than Performance Share Units that, at the relevant record date, previously have been settled or forfeited) and deemed converted into additional Performance Share Units. Dividend Equivalents will be credited as follows, except that the Company may vary the manner of crediting (for example, by crediting cash dividend equivalents rather than additional Performance Share Units) for administrative convenience:

(i) *Cash Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of cash, then additional Performance Share Units shall be credited to Employee’s Account in lieu of payment or crediting of cash dividend equivalents equal to the number of Performance Share Units credited to the Account as of the relevant record date multiplied by the amount of cash paid per share of Stock in such dividend or distribution divided by the Fair Market Value of a share of Stock at the payment date for such dividend or distribution.

(ii) *Non-Share Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of property other than shares of Stock, then a number of additional Performance Share Units shall be credited to Employee’s Account as of the payment date for such dividend or distribution equal to the number of Performance Share Units credited to the Account as of the record date for such dividend or distribution multiplied by the fair market value of such property actually paid as a dividend or distribution on each outstanding share of Stock at such payment date, divided by the Fair Market Value of a share of Stock at such payment date.

(iii) *Share Dividends and Splits* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of additional shares of Stock, or there occurs a forward split of shares of Stock, then a number of additional Performance Share Units shall be credited to Employee's Account as of the payment date for such dividend or distribution or forward split equal to the number of Performance Share Units credited to the Account as of the record date for such dividend or distribution or split multiplied by the number of additional shares of Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Stock.

(b) *Adjustments* . The number of Performance Share Units credited to Employee's Account shall be appropriately adjusted in order to prevent dilution or enlargement of Employee's rights with respect to Performance Share Units or to reflect any changes in the number of outstanding shares of Stock resulting from any event referred to in Section 11(c) of the Plan, taking into account any Performance Share Units credited to Employee in connection with such event under Section 5(a) hereof. In furtherance of the foregoing, in the event of an equity restructuring, as defined in ASC Topic 718, which affects the shares of Stock, Employee shall have a legal right to an adjustment to Employee's Performance Share Units which shall preserve without enlarging the value of the Performance Share Units, with the manner of such adjustment to be determined by the Committee in its discretion. All adjustments will be made in a manner as to maintain the Performance Share Unit's exemption from Code Section 409A or, to the extent Code Section 409A applies, to comply with Code Section 409A. Any adjustments shall be subject to the requirements and restrictions set forth in Section 11(c) of the Plan.

(c) *Risk of Forfeiture and Settlement of Performance Share Units Resulting from Dividend Equivalents and Adjustments*. Performance Share Units which directly or indirectly result from Dividend Equivalents on or adjustments to a Performance Share Unit granted hereunder shall be subject to the same risk of forfeiture and other conditions as apply to the granted Performance Share Units with respect to which the Dividend Equivalents related and will be settled at the same time as such related Performance Share Units.

## 6. *Settlement and Deferral* .

(a) *Settlement Date*. Except as otherwise set forth above under "Further Conditions to Settlement," Performance Share Units granted hereunder that have become earned and vested, together with Performance Share Unit credited as a result of Dividend Equivalents with respect thereto, shall be settled by delivery of one share of Stock for each Performance Share Unit being settled. Settlement of a vested Performance Share Unit granted hereunder shall occur at the Earning Date (with shares to be delivered within 60 days after the Earning Date); provided, however, that settlement of earned Performance Share Units shall occur earlier (i) within 60 days after the date of death of Employee, (ii) if no provision is made for the continuance, assumption or substitution of the Performance Share Units by the Company or its successor in connection with a Change in Control within 60 days after the Change in Control, or (iii) within 60 days after the time the earned Performance Share Units become vested in connection with the Employee's Termination of Employment or the Employee is or becomes eligible to terminate employment due to Retirement; and provided further, that settlement shall be deferred if so elected by Employee in accordance with Section 6(b) hereof subject to Section 6(c) hereof. Settlement of Performance Share Units which directly or indirectly result from Dividend Equivalents on Performance Share Units granted hereunder shall occur at the time of settlement of the related Performance Share Unit.

(b) *Elective Deferral*. The Committee may determine to permit Employee to elect to defer settlement (or redefer) if such election would be permissible under Section 11(k) of the Plan and Code Section 409A. In addition to any applicable requirements under Code Section 409A, any

such deferral election shall be made only while Employee remains employed and at a time permitted under Code Section 409A. The form under which an election is made shall set forth the time and form of payment of such amount deferred. Any amount deferred shall be subject to a 6 month delay upon payment if required under Section 11(k)(i)(F) of the Plan. Any elective deferral will be subject to such additional terms and conditions as the Vice President — Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, may reasonably impose.

(c) *Compliance with Code Section 409A* . Other provisions of this Agreement notwithstanding, if Performance Share Units constitute a "deferral of compensation" under Section 409A of the Code ("Code Section 409A") as presently in effect or hereafter amended (i.e., the Performance Share Units are not excluded or exempted under Code Section 409A or a regulation or other official governmental guidance thereunder; Note: an elective deferral under Section 6(b) would cause the Performance Share Units, if not already, to be a deferral of compensation subject to Code Section 409A after the deferral), such Performance Share Units shall be subject to the additional requirements set forth in Section 11(k) of the Plan.

7. ***Employee Representations and Warranties Upon Settlement*** . As a condition to the settlement of the Performance Share Units, the Company may require Employee to make any representation or warranty to the Company as may be required under any applicable law or regulation.

8. ***Miscellaneous*** .

(a) *Binding Agreement; Written Amendments* . This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties. This Agreement constitutes the entire agreement between the parties with respect to the Performance Share Units, and supersedes any prior agreements or documents with respect to the Performance Share Units. No amendment or alteration of this Agreement which may impose any additional obligation upon the Company shall be valid unless expressed in a written instrument duly executed in the name of the Company, and no amendment, alteration, suspension or termination of this Agreement which may materially impair the rights of Employee with respect to the Performance Share Units shall be valid unless expressed in a written instrument executed by Employee.

(b) *No Promise of Employment* . The Performance Share Units and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Employee has a right to continue as an officer or employee of the Company for any period of time, or at any particular rate of compensation.

(c) *Governing Law* . The validity, construction, and effect of this Agreement shall be determined in accordance with the laws (including those governing contracts) of the state of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

(d) *Fractional Performance Share Units and Shares* . The number of Performance Share Units credited to Employee's Account shall include fractional Performance Share Units calculated to at least three decimal places, unless otherwise determined by the Committee. Unless settlement is effected through a third-party broker or agent that can accommodate fractional shares (without requiring issuance of a fractional Share by the Company), upon settlement of the Performance Share Units Employee shall be paid, in cash, an amount equal to the value of any fractional Share that would have otherwise been deliverable in settlement of such Performance Share Units.

(e) *Mandatory Tax Withholding* . Unless otherwise determined by the Committee, at the time of vesting and/or settlement the Company will withhold from any shares of Stock

deliverable in settlement of the Performance Share Units, in accordance with Section 11(d)(i) of the Plan, the number of shares of Stock having a value nearest to, but not exceeding, the minimum amount of income and employment taxes required to be withheld under applicable laws and regulations, and pay the amount of such withholding taxes in cash to the appropriate taxing authorities. Employee will be responsible for any withholding taxes not satisfied by means of such mandatory withholding and for all taxes in excess of such minimum withholding taxes that may be due upon vesting or settlement of Performance Share Units.

(f) *Statements* . An individual statement of each Employee's Account will be issued to Employee at such times as may be determined by the Company. Such a statement shall reflect the number of Performance Share Units credited to Employee's Account, transactions therein during the period covered by the statement, and other information deemed relevant by the Company. Such a statement may be combined with or include information regarding other plans and compensatory arrangements. Employee's statements shall be deemed a part of this Agreement, and shall evidence the Company's obligations in respect of Performance Share Units, including the number of Performance Share Units credited as a result of Dividend Equivalents (if any). Any statement containing an error shall not, however, represent a binding obligation to the extent of such error, notwithstanding the inclusion of such statement as part of this Agreement.

(g) *Unfunded Obligations* . The grant of the Performance Share Units and any provision for distribution in settlement of Employee's Account hereunder shall be by means of bookkeeping entries on the books of the Company and shall not create in Employee any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for Employee. With respect to Employee's entitlement to any distribution hereunder, Employee shall be a general creditor of the Company.

(h) *Notices* . Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President – Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, and any notice to Employee shall be addressed to Employee at Employee's address as then appearing in the records of the Company.

(i) *Shareholder Rights*. Employee and any Beneficiary shall not have any rights with respect to shares of Stock (including voting rights) covered by this Agreement prior to the settlement and distribution of the shares of Stock as specified herein. Specifically, Performance Share Units represent a contractual right to receive shares of Stock in the future, subject to the terms and conditions of this Agreement and the Plan, and do not represent ownership of shares of Stock at any time before the settlement of this Award and actual issuance of the shares of Stock.

**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Performance Goal and Earning of Performance Share Units**

The number of Performance Share Units earned by Participant shall be determined as of September 30, 2019 (the “Earning Date”), based on the Company’s “Total Shareholder Return Performance” in the 36-month period ending at the Earning Date as compared against an established group of comparable companies (the “Comparison Group”) selected by the Committee and shown below. The number of Performance Share Units earned will be determined based on the following grid:

Relative Total Shareholder Return

Company Relative Total Shareholder Return Performance — <u>Percentile Achieved</u>	<u>Performance Share Units Earned as Percentage of Target Performance Share Units</u>
<b>Less than 25<sup>th</sup></b>	<b>0%</b>
<b>25<sup>th</sup> (threshold)</b>	<b>40%</b>
<b>55<sup>th</sup> (target)</b>	<b>100%</b>
<b>80<sup>th</sup> and above (maximum)</b>	<b>150%</b>

Total Shareholder Return (or “TSR”), expressed as a percentage, shall be computed as follows:

$$TSR = ( Price_{end} - Price_{begin} + Dividends ) / Price_{begin}$$

$Price_{begin}$  = the average of the closing share price of the Stock over the 20 trading days beginning October 1, 2016.

$Price_{end}$  = the average of the closing share price of the Stock over the 20 trading days ending September 30, 2019.

Dividends = dividends or other distributions paid to shareholders with respect to the Stock with ex-dividend dates falling within the 36-month period between October 1, 2016 and September 30, 2019 (with such dividends and other distributions deemed reinvested in shares of Stock as of the ex-dividend date based on the Price of the Stock on the ex-dividend date where not paid in shares of Stock).

$Price$  = the closing price of the Stock as of the applicable date.

Upon achievement of Total Shareholder Return at a percentile between any two specified percentiles, the Performance Share Units earned will be mathematically interpolated on a straight-line basis.

Determinations of the Committee regarding Total Shareholder Return performance, such performance as a percentile within the Comparison Group, the resulting Performance Share Units earned and vested and related matters will be final and binding on Participant.

To the extent permitted by Section 162(m) of the Code, companies shall be removed from the Comparison Group if they undergo a Specified Corporate Change. A company that is removed



from the Comparison Group before the Earning Date will not be included at all in the computation of Total Shareholder Return. A company in the Comparison Group will be deemed to have undergone a “Specified Corporate Change” if it:

1. ceases to be a domestically domiciled publicly traded company on a national stock exchange or market system, unless such cessation of such listing is due to a low stock price or low trading volume; or
2. has gone private; or
3. has reincorporated in a foreign (e.g., non-U.S.) jurisdiction, regardless of whether it is a reporting company in that or another jurisdiction; or
4. has been acquired by another company (whether by a peer company or otherwise, but not including internal reorganizations), or has sold all or substantially all of its assets.

The Company shall rely on press releases, public filings, website postings, and other reasonably reliable information available regarding a peer company in making a determination that a Specified Corporate Change has occurred.

The Committee shall determine a reasonable methodology for dealing with companies in the Comparison Group that cease to be engaged in a business comparable to that of the Company, subject to compliance with Treasury Regulation § 1.162-27(e)(2). Additionally, TSR will be negative one hundred percent (-100%) if a company: (i) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (ii) is the subject of an involuntary bankruptcy proceeding that is not dismissed within 30 days; (iii) is the subject of a stockholder approved plan of liquidation or dissolution; or (iv) ceases to conduct substantial business operations. Total Shareholder Return shall be calculated in a manner that reflects the economic return to shareholders, such that any equity restructuring of the Company or any company in the Comparison Group shall not have the effect of enlarging or reducing the rights of Employee except to the extent of its effects on the real economic return of a shareholder.

Determinations of the Committee regarding Total Shareholder Return performance, in the case of a Change in Control or Employee’s Termination due to death prior to the Earning Date, shall be made as if the performance period had ended at the date of the Change in Control or Termination of Employment due to death, as applicable.

**The Comparison Group**

Ameren Corporation  
CMS Energy Corp.  
SCANA Corp.  
CenterPoint Energy, Inc.  
UGI Corporation  
NiSource Inc.  
Atmos Energy Corporation  
National Fuel Gas Company  
MDU Resources Group Inc.  
Vectren Corporation  
Southwest Gas Corporation  
ONE Gas, Inc.  
WGL Holdings Inc.  
Black Hills Corporation  
Spire Inc.  
Northwestern Corporation  
Avista Corp.  
South Jersey Industries, Inc.  
Northwest Natural Gas Company  
Chesapeake Utilities Corporation

NJR FY 2017 Performance Share Agreement (TSR)

**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Definitions Under Further Conditions to Settlement**

- a. "Business of the Company" means the following areas of its business which are selected below, which Employee acknowledges are areas of the Company's business in which Employee has responsibilities:

(check as applicable)

\_\_\_ Natural Gas Distribution : Consists of New Jersey Natural Gas Company, a natural gas utility company that provides regulated retail natural gas service to residential and commercial customers in central and northern New Jersey and participates in the off-system sales and capacity release markets.

\_\_\_ Energy Services : Maintains and transacts around a portfolio of physical assets consisting of natural gas storage and transportation contracts and also provides wholesale energy management services to other energy companies and natural gas producers in market areas including states from the Gulf Coast and Mid-continent regions to the Appalachian and Northeast regions, the West Coast and Canada.

\_\_\_ Clean Energy Ventures : Investor, owner, and operator in the renewable energy sector, including investments in wind and residential and commercial rooftop and ground mount solar systems.

\_\_\_ Midstream Assets : Includes investments in natural gas transportation and storage assets and is comprised of the following: an equity investment in Dominion Midstream Partners, LP, which holds ownership interests in the Iroquois Gas Transmission System, Cove Point and Dominion Carolina Gas Transmission; Steckman Ridge, which is a partnership that owns and operates a 17.7 Bcf natural gas storage facility, with up to 12 Bcf working capacity, in western Pennsylvania that is 50 percent owned by a Company Subsidiary; and a 20 percent ownership interest in the proposed PennEast Pipeline, a 118-mile pipeline designed to bring natural gas produced in the Marcellus Shale region to homes and businesses in Pennsylvania and New Jersey.

\_\_\_ Home Services : Consists of NJR Home Services Company, which provides Heating, Ventilating, and Air Conditioning (HVAC) service, sales and installation of appliances, as well as installation of solar equipment.

- b. "Confidential Information" means all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to the Company, its customers and vendors, that is not generally known or publicly available, and which would be useful to competitors of the Company or otherwise damaging to the Company if disclosed. Confidential Information may include, but is not necessarily limited to: (i) the identity of the Company's customers or potential customers, their purchasing histories, and the terms or proposed terms upon which the Company offers or may offer its products and services to such customers, (ii) the identity of the Company's vendors or potential vendors, and the terms or proposed terms upon which the Company may purchase products and services from such vendors, (iii) technology used by the Company to provide its services, (iv) the terms and conditions upon which the Company employs its employees and independent contractors, (v) marketing and/or business plans and strategies, (vi) financial reports and

analyses regarding the revenues, expenses, profitability and operations of the Company, and (vii) information provided to the Company by customers and other third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by Company or any Employer, except where such public disclosure has been made by Employee without authorization from Company or Employer; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means.

- c. "Material Contact" means contact in person, by telephone, or by paper or electronic correspondence, or the supervision of those who have such conduct, and which is done in furtherance of the business interests of the company and within the last 36 months.
- d. "Restricted Territory" consists of the following areas, to the extent such areas have been identified as applicable to the definition of the "Business of the company" above:

Natural Gas Distribution: The State of New Jersey and for those employees engaged in or supervising off system sales, the States of New Jersey, New York and Pennsylvania.

Energy Services: The Continental United States and within a 100 mile radius of the Dawn Storage Hub in Canada.

Clean Energy Ventures: The State of New Jersey.

Midstream Assets: The States of New Jersey, New York, Connecticut and Pennsylvania.

Home Services: The State of New Jersey.



**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Performance-Based Restricted Stock Units Agreement**

This Performance-Based Restricted Stock Units Agreement (the “Agreement”), which includes the attached “Terms and Conditions of Performance-Based Restricted Stock Units” (the “Terms and Conditions”) and the attached Exhibit A captioned “Performance Goals and Vesting of Performance-Based Restricted Stock Units”, confirms the grant on November 15, 2016 (the “Grant Date”) by NEW JERSEY RESOURCES CORPORATION, a New Jersey corporation (the “Company”), to \_\_\_\_\_ (“Employee”), under Sections 6(e), 6(i) and 7 of the 2007 Stock Award and Incentive Plan (the “Plan”), of Performance-Based Restricted Stock Units (the “Performance-Based Restricted Stock Units”), including rights to dividends paid on the Performance-Based Restricted Stock Units as specified herein, as follows:

*Number of Performance-Based Restricted Stock Units Granted:* \_\_\_\_\_

*Performance-Based Restricted Stock Units are Forfeitable:* The Performance-Based Restricted Stock Units are forfeitable until they vest and become non-forfeitable as specified herein.

*How Performance-Based Restricted Stock Units Vest :* The Performance-Based Restricted Stock Units, if not previously forfeited, (i) will be earned if and to the extent that the Performance Goal defined on Exhibit A to this Agreement for the Company’s fiscal year ended September 30, 2017 is achieved, and (ii) will vest and become non-forfeitable as to one-third (1/3) of the Performance-Based Restricted Stock Units earned (rounded down to the nearest whole share) on the last day of each of the Company’s fiscal years ended September 30, 2017 and September 30, 2018 and as to the remaining Performance-Based Restricted Stock Units earned on the last day of the Company’s fiscal year ended September 30, 2019 (each a “Stated Vesting Date”), provided in each case the Employee continues to be employed by the Company or a Subsidiary from the Grant Date through the Stated Vesting Date, and the Committee certifies achievement of the Performance Goal for the 2017 fiscal year within sixty (60) days after the end of the 2017 fiscal year. In addition, if not previously forfeited, upon a Change in Control the earned Performance-Based Restricted Stock Units (or the number of Performance-Based Restricted Stock Units set forth above if the Change in Control occurs in the Company’s fiscal year ended September 30, 2017) will vest and become non-forfeitable in full, provided the Employee continues to be employed by the Company or a Subsidiary from the Grant Date until the Change in Control, if no provision is made for the continuance, assumption or substitution of the Performance-Based Restricted Stock Units by the Company or its successor in connection with the Change in Control. If provision is made for the continuance, assumption or substitution of the Performance-Based Restricted Stock Units by the Company or its successor in connection with a Change in Control, the earned Performance-Based Restricted Stock Units (or the number of the Performance-Based Restricted Stock Units set forth above if the Change in Control occurs in the Company’s fiscal year ended September 30, 2017) that may become vested after the Change in Control occurs will become vested as of the Stated Vesting Date(s),

provided in each case the Employee continues to be employed by the Company or a Subsidiary from the Grant Date through such Stated Vesting Date. In addition, if not previously forfeited, the earned Performance-Based Restricted Stock Units (or the number of Performance-Based Restricted Stock Units if the Change in Control occurs in the Company's fiscal year ended September 30, 2017) will vest and become non-forfeitable in connection with Employee's Termination of Employment or when Employee is or becomes eligible to terminate employment due to Retirement to the extent provided in Section 4 of the attached Terms and Conditions. If the Performance Goal for the Company's 2017 fiscal year is not met (and there is no Change in Control during such 2017 fiscal year), the unearned Performance-Based Restricted Stock Units will be immediately forfeited. If Employee has a Termination of Employment or Employee is or becomes eligible to terminate employment due to Retirement and the earned Performance-Based Restricted Stock Units (or the number of Performance-Based Restricted Stock Units set forth above if the Change in Control occurs in the fiscal year ended September 30, 2017) does not vest to the extent provided in Section 4 of the attached Terms and Conditions, the unvested Performance-Based Restricted Stock Units will be immediately forfeited. Notwithstanding the foregoing, in the event of Employee's Termination of Employment by the Company with respect to which the Performance-Based Restricted Stock Units do not vest, the then-outstanding Performance-Based Restricted Stock Units not vested as of the date of Employee's Termination of Employment will be immediately forfeited. Forfeited Performance-Based Restricted Stock Units cease to be outstanding and shall be forfeited and reacquired by the Company.

*Performance Goals:* The Performance Goals upon which the Performance-Based Restricted Stock Units may become earned and eligible to become vested and non-forfeitable, subject to Employee's continued employment with the Company or a Subsidiary or as otherwise set forth herein, shall be as specified in Exhibit A hereto.

*Further Conditions to Settlement:* Notwithstanding any other provision of this Agreement, except as otherwise set forth below, the Company's obligation to settle the Performance-Based Restricted Stock Units and Employee's right to distribution of the Performance-Based Restricted Stock Units will be forfeited immediately upon the occurrence of any one or more of the following events (defined terms are attached hereto as Exhibit B):

(a) *Competitive Employment* . In the event that Employee, prior to full settlement of the Performance-Based Restricted Stock Units and within the Restricted Territory, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, performs services of the type which are the same as or similar to those conducted, authorized, offered or provided by Employee to the Company within the last 24 months, and which support business activities which compete with the Business of the Company.

(b) *Recruitment of Company Employees and Contractors* . In the event that Employee, prior to full settlement of the Performance-Based Restricted Stock Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits or induces any employee or independent contractor of the Company with whom Employee had

Material Contact to terminate or lessen such employment or contract with the Company.

(c) *Solicitation of Company Customers* . In the event that Employee, prior to full settlement of the Performance-Based Restricted Stock Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective customers of the Company with whom Employee had Material Contact for the purpose of selling any products or services which compete with the Business of the Company.

(d) *Solicitation of Company Vendors* . In the event that Employee, prior to full settlement of the Performance-Based Restricted Stock Units, directly or indirectly, whether on Employee's own behalf or on behalf of any other person or entity, solicits any actual or prospective vendor of the Company with whom Employee had Material Contact for the purpose of purchasing products or services to support business activities which compete with the Business of the Company.

(e) *Breach of Confidentiality* . In the event that Employee, at any time prior to full settlement of the Performance-Based Restricted Stock Units, directly or indirectly, divulges or makes use of any Confidential Information of the Company other than in the performance of Employee's duties for the Company. This provision does not limit the remedies available to the Company under common or statutory law as to trade secrets or other forms of confidential information, which may impose longer duties of non-disclosure and provide for injunctive relief and damages.

(f) *Return of Property and Information* . In the event that prior to full settlement of the Performance-Based Restricted Stock Units Employee fails to return all of the Company's property and information (whether confidential or not) within Employee's possession or control within seven (7) calendar days following the termination or resignation of Employee from employment with the Company. Such property and information includes, but is not limited to, the original and any copy (regardless of the manner in which it is recorded) of all information provided by the Company to Employee or which Employee has developed or collected in the scope of Employee's employment with the Company, as well as all Company-issued equipment, supplies, accessories, vehicles, keys, instruments, tools, devices, computers, cell phones, pagers, materials, documents, plans, records, notebooks, drawings, or papers. Upon request by the Company, Employee shall certify in writing that Employee has complied with this provision, and has permanently deleted all Company information from any computers or other electronic storage devices or media owned by Employee. Employee may only retain information relating to the Employee's benefit plans and compensation to the extent needed to prepare Employee's tax returns.

(g) *Disparagement* . In the event that prior to full settlement of the Performance-Based Restricted Stock Units Employee makes any statements, either verbally or in writing, that are disparaging with regard to the Company or any of its subsidiaries or their respective executives and Board members.

(h) *Failure to Provide Information* . In the event that prior to full settlement of the Performance-Based Restricted Stock Units Employee fails to

promptly and fully respond to requests for information from the Company regarding Employee's compliance with any of the foregoing conditions.

If it is determined by the Leadership Development and Compensation Committee of the Company's Board of Directors, in its sole discretion, that any of the foregoing events have occurred prior to full settlement of the Performance-Based Restricted Stock Units, any unpaid portion of the Performance-Based Restricted Stock Units will be forfeited without any compensation therefor, provided, however, that none of the foregoing conditions shall restrict any Employee who is a lawyer from practicing law. To the extent any such condition would restrict any Employee who is a lawyer from practicing law or would penalize the Employee for practicing law, such condition shall not be effective and the Leadership Development and Compensation Committee may not forfeit any of the Performance-Based Restricted Stock Units on account therefor.

*Dividend Rights* : Dividends paid on shares of stock covered under the Performance-Based Restricted Stock Units shall be automatically reinvested in additional Performance-Based Restricted Stock Units which shall be subject to the same terms as the Performance-Based Restricted Stock Units to which the dividends relate, as specified in Section 5 of the Terms and Conditions of Performance-Based Restricted Stock Units.

The Performance-Based Restricted Stock Units are subject to the terms and conditions of the Plan and this Agreement, including the Terms and Conditions of Performance-Based Restricted Stock Units attached hereto and deemed a part hereof. The number of Performance-Based Restricted Stock Units and the kind of shares of Stock and the other terms and conditions of the Performance-Based Restricted Stock Units are subject to adjustment in accordance with Section 5 of the attached Terms and Conditions and Section 11(c) of the Plan.

Employee acknowledges and agrees that (i) the Performance-Based Restricted Stock Units are nontransferable, except as provided in Section 3 of the attached Terms and Conditions and Section 11(b) of the Plan, (ii) the Performance-Based Restricted Stock Units are subject to forfeiture in the event (A) of the Company's failure to achieve the applicable Performance Goal or undergo a Change in Control or (B) of Employee's Termination of Employment in certain circumstances prior to a Stated Vesting Date, as specified in Section 4 of the attached Terms and Conditions, (iii) the foregoing conditions shall apply to the Performance-Based Restricted Stock Units prior to settlement and (iv) sales and other transfers of shares of Stock will be subject to any Company policy regulating trading by employees and the transfer restrictions set forth in Section 3 of the attached Terms and Conditions.

Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.



IN WITNESS WHEREOF, NEW JERSEY RESOURCES CORPORATION has caused this Agreement to be executed by its officer thereunto duly authorized.

NEW JERSEY RESOURCES CORPORATION

By: \_\_\_\_\_  
[NAME]  
[Title]

\_\_\_\_\_  
[NAME]  
[Title]

## TERMS AND CONDITIONS OF PERFORMANCE-BASED RESTRICTED STOCK UNITS

The following Terms and Conditions apply to the Performance-Based Restricted Stock Units granted to Employee by NEW JERSEY RESOURCES CORPORATION (the “Company”) and to any additional Performance-Based Restricted Stock Units resulting from dividends paid on shares of Stock underlying the Performance-Based Restricted Stock Units (as defined below), if any, as specified in the Performance-Based Restricted Stock Units Agreement (of which these Terms and Conditions form a part). Certain terms of the Performance-Based Restricted Stock Units, including the number of Performance-Based Restricted Stock Units granted and vesting terms and date(s), are set forth on the cover page hereto and Exhibit A, which are an integral part of this Agreement.

1. **General** . The Performance-Based Restricted Stock Units are granted to Employee under the Company’s 2007 Stock Award and Incentive Plan (the “Plan”), a copy of which has been previously delivered to Employee and/or is available upon request to the Human Resources Department. All of the applicable terms, conditions and other provisions of the Plan are incorporated by reference herein. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and mandatory provisions of the Plan, the provisions of the Plan govern. By accepting the grant of Performance-Based Restricted Stock Units, Employee agrees to be bound by all of the terms and provisions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time, and the decisions and determinations of the Leadership Development and Compensation Committee of the Company’s Board of Directors (the “Committee”) made from time to time with respect to the Plan or this Agreement.

2. **Account for Employee** . The Company shall maintain a bookkeeping account for Employee (the “Account”) reflecting the number of Performance-Based Restricted Stock Units then credited to Employee hereunder as a result of such grant of Performance-Based Restricted Stock Units and any crediting of additional Performance-Based Restricted Stock Units to Employee pursuant to dividends paid on shares of Stock under Section 5 hereof (“Dividend Equivalents”).

3. **Nontransferability** .

(a) Until the Performance-Based Restricted Stock Units become vested in accordance with the terms of this Agreement, Employee may not transfer Performance-Based Restricted Stock Units or any rights hereunder to any third party other than by will or the laws of descent and distribution, except for transfers to a Beneficiary or as otherwise permitted and subject to the conditions under Section 11(b) of the Plan.

(b) Any transfer in violation of this Section 3 will be void and of no effect.

4. **Termination Provisions** . The following provisions will govern the vesting and forfeiture of the Performance-Based Restricted Stock Units that are outstanding at the time of Employee’s Termination of Employment (as defined below) (i) by the Company without Cause (as defined below) or by the Employee for Good Reason (as defined below), in either case during the CIC Protection Period (as defined below), or (ii) due to death or Disability (as defined below) or (iii) when Employee is or becomes eligible to terminate employment due to Retirement (as defined below), unless otherwise determined by the Committee (subject to Section 8(a) hereof):

(a) **Death or Disability**. In the event of Employee’s Termination of Employment due to death or Disability (as defined below), a Pro Rata Portion (as defined below) of the earned

Performance-Based Restricted Stock Units (or a Pro-Rata Portion of the number of Performance-Based Restricted Stock Units set forth above if a Change in Control or the Employee's Termination of Employment due to death or Disability occurs in the Company's fiscal year ended September 30, 2017), will vest and become non-forfeitable immediately. Any remaining then-outstanding Performance-Based Restricted Stock Units will be forfeited.

(b) *Termination by the Company or by Employee.* In the event of Employee's Termination of Employment by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a Pro Rata Portion of the Performance-Based Restricted Stock Units to the extent earned previously (or that may become vested after a Change in Control), to the extent not vested previously, will vest at the time of Employee's Termination of Employment, and such earned and vested Performance-Based Restricted Stock Units will be settled in accordance with Section 6(a) hereof. In the event of Employee's Termination of Employment (i) by the Company for any reason other than Disability prior to or after the CIC Protection Period, (iii) by Employee (other than for Good Reason or upon a Retirement) or (iv) by Employee (other than on Retirement) prior to or after the CIC Protection Period, the then-outstanding Performance-Based Restricted Stock Units not earned and vested at the date of Employee's Termination of Employment will be immediately forfeited.

(c) *Retirement.* In the event the Employee is or becomes eligible to terminate employment due to Retirement, a Monthly Pro Rata Portion of the Performance-Based Restricted Stock Units that has not become earned previously, to the extent not previously vested, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment, and such vested Performance-Based Restricted Stock Units will continue to be subject to the Performance Goal and will be eligible to be earned and settled in accordance with Section 6(a) hereof (provided no Change in Control occurs). In the event Employee is or becomes eligible to terminate employment due to Retirement, a Monthly Pro Rata Portion of the Performance-Based Restricted Stock Units to the extent earned previously (or that may become vested after a Change in Control), to the extent not vested previously, will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or first becomes eligible to terminate employment due to Retirement and preceding the Employee's Termination of Employment. Any portion of the then-outstanding Performance-Based Restricted Stock Units not earned and vested at or before the date of such Termination of Employment will be forfeited.

(d) *Certain Definitions.* The following definitions apply for purposes of this Agreement:

(i) "Cause" has the same definition as under any employment or similar agreement between the Company and Employee or, if no such agreement exists or if such agreement does not contain any such definition, Cause means (i) Employee's conviction of a felony or the entering by Employee of a plea of nolo contendere to a felony charge, (ii) Employee's gross neglect, willful malfeasance or willful gross misconduct in connection with his or her employment which has had a significant adverse effect on the business of the Company and its subsidiaries, unless Employee reasonably believed in good faith that such act or non-act was in or not opposed to the best interest of the Company, or (iii) repeated material violations by Employee of the duties and obligations of Employee's position with the Company which have continued after written notice thereof from the Company, which violations are demonstrably willful and deliberate on Employee's part and which result in material damage to the Company's business or reputation.

(ii) "CIC Protection Period" means the two-year period beginning on the date of a Change in Control and ending on the day before the second annual anniversary of the date of the Change in Control.

(iii) "Disability" means Employee has been incapable of substantially fulfilling the positions, duties, responsibilities and obligations of his employment because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of at least six consecutive months. The Company and Employee shall agree on the identity of a physician to resolve any question as to Employee's disability. If the Company and Employee cannot agree on the physician to make such determination, then the Company and Employee shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement. Only the Company can initiate a Termination of Employment due to Disability.

(iv) "Good Reason" has the same definition as under any employment or similar agreement between the Company and Employee; but, if no such agreement exists or if any such agreement does not contain or reference any such term, Good Reason shall not apply to the Employee for purposes of this Agreement.

(v) "Monthly Pro Rata Portion" means, for each tranche of Performance-Based Restricted Stock Units (A) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date), a fraction the numerator of which is the number of days that have elapsed from first day of the Company's fiscal year which includes the Grant Date to the end of the calendar month coinciding with or immediately preceding the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche and (B) after the Employee is or first becomes eligible to terminate employment due to Retirement, a fraction the numerator of which is the number of days that have elapsed from the end of the immediately preceding calendar month with respect to which a Monthly Pro Rata Portion of the Performance-Based Restricted Stock Units vested (or, if none, the first day of the Company's fiscal year which includes the Grant Date) and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche.

(vi) "Pro Rata Portion" means, for each tranche of Performance-Based Restricted Stock Units, a fraction the numerator of which is the number of days that have elapsed from the first day of the Company's fiscal year which includes the Grant Date to the date of Employee's Termination of Employment and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche. A "tranche" is that portion of the Performance-Based Restricted Stock Units that have a unique Stated Vesting Date.

(vii) "Retirement" means the Employee attains age 65, or age 55 with 20 or more years of service.

(viii) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code ("Section 424(f) Corporation") and any partnership, limited liability company or joint venture in which either the Company or a Section 424(f) Corporation is at least a fifty percent (50%) equity participant.

(ix) “Termination of Employment” and “Termination” means the earliest time at which Employee is not employed by the Company or a Subsidiary and is not serving as a non-employee director of the Company or a Subsidiary.

(e) *Termination by the Company for Cause* . In the event of Employee’s Termination of Employment by the Company for Cause, the portion of the then-outstanding Performance-Based Restricted Stock Units not earned and vested prior to such time will be forfeited immediately upon notice to Employee that the Company will terminate the Employee’s employment for Cause.

## 5 . *Dividend Equivalents and Adjustments* .

(a) *Dividend Equivalents* . Dividend Equivalents will be credited on Performance-Based Restricted Stock Units (other than Performance-Based Restricted Stock Units that, at the relevant record date, previously has vested or been forfeited) and deemed reinvested in additional shares of Performance-Based Restricted Stock Units. Dividend Equivalents will be credited as follows, except that the Company may vary the manner of crediting (for example, by crediting cash dividend equivalents rather than additional Performance-Based Restricted Stock Units) for administrative convenience:

(i) *Cash Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of cash, then additional Performance-Based Restricted Stock Units shall be credited to Employee in lieu of payment or crediting of cash dividend equivalents equal to the number of outstanding Performance-Based Restricted Stock Units as of the relevant record date multiplied by the amount of cash paid per share of Stock in such dividend or distribution divided by the Fair Market Value of a share of Stock at the payment date for such dividend or distribution (rounded down to the nearest whole share).

(ii) *Non-Share Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of property other than shares of Stock, then a number of additional shares of Performance-Based Restricted Stock Units shall be credited to Employee as of the payment date for such dividend or distribution equal to the number of shares of Performance-Based Restricted Stock Units credited to the Employee as of the record date for such dividend or distribution multiplied by the fair market value of such property actually paid as a dividend or distribution on each outstanding share of Stock at such payment date, divided by the Fair Market Value of a share of Stock at such payment date (rounded down to the nearest whole share).

(iii) *Share Dividends and Splits* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of additional shares of Stock, or there occurs a forward split of shares of Stock, then a number of additional shares of Performance-Based Restricted Stock Units shall be credited to Employee as of the payment date for such dividend or distribution or forward split equal to the number of shares of Performance-Based Restricted Stock Units credited to the Employee as of the record date for such dividend or distribution or split multiplied by the number of additional shares of Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Stock (rounded down to the nearest whole share)

(b) *Adjustments* . The number of shares of Performance-Based Restricted Stock Units credited to Employee shall be appropriately adjusted in order to prevent dilution or enlargement of Employee’s rights with respect to Performance-Based Restricted Stock Units or to reflect any changes in the number of outstanding shares of Stock resulting from any event referred to in Section 11(c) of the Plan, taking into account any Performance-Based Restricted Stock Units credited to Employee in connection with such event under Section 5 hereof. In furtherance of the foregoing, in the event of an equity restructuring, as defined in FAS 123R, which affects the shares of Stock, Employee shall have a legal right to an adjustment to Employee’s Performance-

Based Restricted Stock Units which shall preserve without enlarging the value of the Performance-Based Restricted Stock Units, with the manner of such adjustment to be determined by the Committee in its discretion.

(c) *Risk of Forfeiture and Delivery of Performance-Based Restricted Stock Units Resulting from Dividend Equivalents and Adjustments.* Performance-Based Restricted Stock Units which directly or indirectly results from Dividend Equivalents on or adjustments to Performance-Based Restricted Stock Units granted hereunder shall be subject to the same risk of forfeiture and other conditions as apply to the granted Performance-Based Restricted Stock Units to which the Dividend Equivalents or adjustments relate and will be subject to the same terms as such granted Performance-Based Restricted Stock Units.

## 6. *Settlement and Deferral*

(a) *Settlement Date.* Except as otherwise set forth above under “Further Conditions to Settlement,” Performance-Based Restricted Stock Units granted hereunder that have become earned and vested, together with Performance-Based Restricted Stock Units credited as a result of Dividend Equivalents with respect thereto, shall be settled by delivery of one share of Stock for each Performance-Based Restricted Stock Unit being settled. Settlement of a vested Performance-Based Restricted Stock Unit granted hereunder shall occur at the Stated Vesting Date (with shares to be delivered within 60 days after the Stated Vesting Date); provided, however, that settlement of earned and vested Performance-Based Restricted Stock Units shall occur earlier (i) within 60 days after the date of death or Disability of Employee, (ii) if no provision is made for the continuance, assumption or substitution of the Performance-Based Restricted Stock Units by the Company or its successor in connection with a Change in Control within 60 days after the Change in Control or (iii) within 60 days after the time the earned Performance-Based Restricted Stock Units become vested in connection with the Employee's Termination of Employment or when the Employee is or becomes eligible to terminate employment due to Retirement; and provided further, that settlement shall be deferred if so elected by Employee in accordance with Section 6(b) hereof subject to Section 6(c) hereof. Settlement of Performance-Based Restricted Stock Units which directly or indirectly result from Dividend Equivalents on Performance-Based Restricted Stock Units granted hereunder shall occur at the time of settlement of the related Performance-Based Restricted Stock Unit.

(b) *Elective Deferral.* The Committee may determine to permit Employee to elect to defer settlement (or redefer) if such election would be permissible under Section 11(k) of the Plan and Code Section 409A. In addition to any applicable requirements under Code Section 409A, any such deferral election shall be made only while Employee remains employed and at a time permitted under Code Section 409A. The form under which an election is made shall set forth the time and form of payment of such amount deferred. Any amount deferred shall be subject to a six-month delay upon payment if required under Section 11(k)(i)(F) of the Plan. Any elective deferral will be subject to such additional terms and conditions as the Vice President — Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, may reasonably impose.

(c) *Compliance with Code Section 409A* . Other provisions of this Agreement notwithstanding, if Performance-Based Restricted Stock Units constitute a "deferral of compensation" under Section 409A of the Code (“Code Section 409A”) as presently in effect or hereafter amended (i.e., the Performance-Based Restricted Stock Units are not excluded or exempted under Code Section 409A or a regulation or other official governmental guidance thereunder; Note: an elective deferral under Section 6(b) would cause the Performance-Based Restricted Stock Units, if not already, to be a deferral of compensation subject to Code Section

409A after the deferral), such Performance-Based Restricted Stock Units shall be subject to the additional requirements set forth in Section 11(k) of the Plan.

**7. *Employee Representations and Warranties Upon Settlement*** . As a condition to the grant, vesting or settlement of Performance-Based Restricted Stock Units, the Company may require Employee to make any representation or warranty to the Company as may be required under any applicable law or regulation.

**8. *Miscellaneous*** .

(a) *Binding Agreement; Written Amendments* . This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties. This Agreement constitutes the entire agreement between the parties with respect to the Performance-Based Restricted Stock Units, and supersedes any prior agreements or documents with respect to the Performance-Based Restricted Stock Units. No amendment or alteration of this Agreement which may impose any additional obligation upon the Company shall be valid unless expressed in a written instrument duly executed in the name of the Company, and no amendment, alteration, suspension or termination of this Agreement which may materially impair the rights of Employee with respect to the Performance-Based Restricted Stock Units shall be valid unless expressed in a written instrument executed by Employee.

(b) *No Promise of Employment* . The Performance-Based Restricted Stock Units and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Employee has a right to continue as an officer or employee of the Company or any Subsidiary for any period of time or at any particular rate of compensation.

(c) *Governing Law* . The validity, construction, and effect of this Agreement shall be determined in accordance with the laws (including those governing contracts) of the State of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

(d) *Fractional Performance-Based Restricted Stock Units and Shares* . The number of Performance-Based Restricted Stock Units credited to Employee shall not include any fractional shares. Fractional shares shall be paid in cash to Employee at the time the shares of Stock otherwise would have been delivered.

(e) *Tax Withholding* . The Company may withhold from any payment relating to the Performance-Based Restricted Stock Units, including from a vesting or distribution of Stock thereunder, or any payroll or other payment to the Employee, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving the Performance-Based Restricted Stock Units, and to take such other action as the Committee may deem advisable to enable the Company and Employee to satisfy obligations for the payment of withholding taxes and other tax obligations relating to the Performance-Based Restricted Stock Units. The Company shall first withhold any cash payable upon settlement and then may withhold or receive shares of Stock or other property and to make cash payments in respect thereof in satisfaction of the Employee's withholding obligations, either on a mandatory or elective basis in the discretion of the Committee, or in satisfaction of other tax obligations. Other provisions of the Plan notwithstanding, only the minimum amount of Stock deliverable in connection with the Performance-Based Restricted Stock Units necessary to satisfy statutory withholding requirements will be withheld.

(f) *Section 409A* . It is intended that the Performance-Based Restricted Stock Units granted hereunder be exempt from the requirements applicable to nonqualified deferred compensation subject to Section 409A of the Code. For purposes of this Agreement, any action taken hereunder shall be undertaken in a manner that will not negatively affect the status of the Performance-Based Restricted Stock Units as exempt from treatment as nonqualified deferred compensation subject to Section 409A of the Code unless this action otherwise complies with Section 409A of the Code to the extent necessary to avoid non-compliance therewith.

(g) *Unfunded Obligations* . The grant of Performance-Based Restricted Stock Units and any provision hereof shall not create in Employee any right to, or claim against any, specific assets of the Company, nor result in the creation of any trust or escrow account for Employee.

(h) *Notices* . Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President – Corporate Services, or the officer designated by the Company as responsible for administration of the Agreement, and any notice to Employee shall be addressed to Employee at Employee’s address as then appearing in the records of the Company.

(i) *Shareholder Rights*. Employee and any Beneficiary shall have no rights of a shareholder with respect to outstanding shares of Stock relating to Performance-Based Restricted Stock Units (including the right to vote the Stock, except for the right to receive dividends thereon, subject to mandatory reinvestment of the dividends in additional Performance-Based Restricted Stock Units as specified herein) covered by this Agreement prior to vesting or forfeiture of the shares of Performance-Based Restricted Stock Units as specified herein.



**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Performance Goals and Vesting of Performance-Based Restricted Stock Units**

The number of shares of Performance-Based Restricted Stock Units set forth in the Agreement may become earned and eligible to become vested and non-forfeitable as of the applicable Stated Vesting Date, subject to the other terms of the Agreement, if the Company's "Net Financial Earnings per Share" ("NFEPS") for the fiscal year ending on September 30, 2017 equals or exceeds \$1.28.

Determinations of the Committee regarding net financial earnings per share will be final and binding on Employee. "Net Financial Earnings" or "NFE" is a financial measure not calculated in accordance with generally accepted accounting principles that the Company reports on a quarterly and annual basis to the public and in its quarterly reports on Form 10-Q and annual reports on Form 10-K that are filed with the Securities and Exchange Commission ("SEC").

"NFEPS" shall be the NFE per basic share of Common Stock that the Company reports on a quarterly and annual basis to the public and in its quarterly reports on Form 10-Q and annual report on Form 10-K that are filed with the SEC.

**NEW JERSEY RESOURCES CORPORATION**  
**2007 Stock Award and Incentive Plan**  
**Definitions Under Further Conditions to Settlement**

- a. “Business of the Company” means the following areas of its business which are selected below, which Employee acknowledges are areas of the Company’s business in which Employee has responsibilities:

(check as applicable)

\_\_\_ Natural Gas Distribution : Consists of New Jersey Natural Gas Company, a natural gas utility company that provides regulated retail natural gas service to residential and commercial customers in central and northern New Jersey and participates in the off-system sales and capacity release markets.

\_\_\_ Energy Services : Maintains and transacts around a portfolio of physical assets consisting of natural gas storage and transportation contracts and also provides wholesale energy management services to other energy companies and natural gas producers in market areas including states from the Gulf Coast and Mid-continent regions to the Appalachian and Northeast regions, the West Coast and Canada.

\_\_\_ Clean Energy Ventures : Investor, owner, and operator in the renewable energy sector, including investments in wind and residential and commercial rooftop and ground mount solar systems.

\_\_\_ Midstream Assets : Includes investments in natural gas transportation and storage assets and is comprised of the following: an equity investment in Dominion Midstream Partners, LP, which holds ownership interests in the Iroquois Gas Transmission System, Cove Point and Dominion Carolina Gas Transmission; Steckman Ridge, which is a partnership that owns and operates a 17.7 Bcf natural gas storage facility, with up to 12 Bcf working capacity, in western Pennsylvania that is 50 percent owned by a Company Subsidiary; and a 20 percent ownership interest in the proposed PennEast Pipeline, a 118-mile pipeline designed to bring natural gas produced in the Marcellus Shale region to homes and businesses in Pennsylvania and New Jersey.

\_\_\_ Home Services : Consists of NJR Home Services Company, which provides Heating, Ventilating, and Air Conditioning (HVAC) service, sales and installation of appliances, as well as installation of solar equipment.

- b. “Confidential Information” means all valuable and/or proprietary information (in oral, written, electronic or other forms) belonging to or pertaining to the Company, its customers and vendors, that is not generally known or publicly available, and which would be useful to competitors of the Company or otherwise damaging to the Company if disclosed. Confidential Information may include, but is not necessarily limited to: (i) the identity of the Company’s customers or potential customers, their purchasing histories, and the terms or proposed terms upon which the Company offers or may offer its products and services to such customers, (ii) the identity of the Company’s vendors or potential vendors, and the terms or proposed terms upon which the Company may purchase products and services from such vendors, (iii) technology used by the Company to provide its services, (iv) the terms and conditions upon which the Company employs its employees and independent contractors, (v) marketing and/or business plans and strategies, (vi) financial reports and

analyses regarding the revenues, expenses, profitability and operations of the Company, and (vii) information provided to the Company by customers and other third parties under a duty to maintain the confidentiality of such information. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has been voluntarily disclosed to the public by Company or any Employer, except where such public disclosure has been made by Employee without authorization from Company or Employer; (ii) has been independently developed and disclosed by others, or (iii) which has otherwise entered the public domain through lawful means.

- c. "Material Contact" means contact in person, by telephone, or by paper or electronic correspondence, or the supervision of those who have such conduct, and which is done in furtherance of the business interests of the company and within the last 36 months.
- d. "Restricted Territory" consists of the following areas, to the extent such areas have been identified as applicable to the definition of the "Business of the company" above:

Natural Gas Distribution: The State of New Jersey and for those employees engaged in or supervising off system sales, the States of New Jersey, New York and Pennsylvania.

Energy Services: The Continental United States and within a 100 mile radius of the Dawn Storage Hub in Canada.

Clean Energy Ventures: The State of New Jersey.

Midstream Assets: The States of New Jersey, New York, Connecticut and Pennsylvania.

Home Services: The State of New Jersey.

**NEW JERSEY RESOURCES CORPORATION**

**2007 Stock Award and Incentive Plan**

**Restricted Stock Units Agreement**

This Restricted Stock Units Agreement (the "Agreement"), which includes the attached "Terms and Conditions of Restricted Stock Units" (the "Terms and Conditions"), confirms the grant on November \_\_, 2016 (the "Grant Date") by NEW JERSEY RESOURCES CORPORATION, a New Jersey corporation (the "Company"), to ("Employee"), under Section 6(e) of the 2007 Stock Award and Incentive Plan (the "Plan"), of Restricted Stock Units, including rights to Dividend Equivalents as specified herein, as follows:

*Number of Restricted Stock Units granted:* \_\_\_\_\_

*How Vest :* The Restricted Stock Units, if not previously forfeited, will vest on the dates and as to the number of Restricted Stock Units in the *Restricted Stock Units* following table provided Employee remains employed by the Company or a Subsidiary from the Grant Date through the Stated Vesting Date:

<u>Stated Vesting Date</u>	<u>Number of Restricted Stock Units that Vest at that Date</u>
October ____, 20__	_____
October ____, 20__	_____
October ____, 20__	_____

In addition, if not previously forfeited, the Restricted Stock Units (i) will become immediately vested in full upon a Change in Control prior to the Stated Vesting Date, if (A) Employee remains employed by the Company or a Subsidiary from the Grant Date through the Change in Control and (B) no provision is made for the continuance, assumption or substitution of the Restricted Stock Units by the Company or its successor in connection with the Change in Control and (ii) will become vested upon the occurrence of certain events relating to Retirement and Termination of Employment prior to the Stated Vesting Date to the extent provided in Section 3 of the attached Terms and Conditions. The terms "vest" and "vesting" mean that the Restricted Stock Units have become earned and payable. If Employee has a Termination of Employment prior to a Stated Vesting Date and the Restricted Stock Units are not otherwise deemed vested by that date, such Restricted Stock Units will be immediately forfeited. Forfeited Restricted Stock Units cease to be outstanding and in no event will thereafter result in any delivery of shares of Stock to Employee.

*Settlement:* The Restricted Stock Units, to the extent vested, including Restricted Stock Units credited as the result of Dividend Equivalents to the extent vested, will be settled by delivery of one share of Stock for each Restricted Stock Unit to be settled, as soon as administratively practicable (and no later than sixty (60) days) after the Restricted Stock Units become vested, subject to section 7(c) of the attached Terms and Conditions. Notwithstanding the foregoing, the Committee may determine to permit Employee to elect to defer settlement (or redefer) if such election would be permissible under Section 11(k) of the Plan and Code Section 409A. In addition to any applicable requirements under Code Section 409A, any such deferral election shall be made only while Employee remains employed and at a time permitted under Code Section 409A. The form under which an election is made shall set forth the time and form of payment of such amount deferred. Any amount deferred shall be subject to a 6 month delay upon payment if required under Section 11(k)(i)(F) of the Plan. Any elective deferral will be subject to

such additional terms and conditions as the Vice President and Chief Human Resources Officer, or the officer designated by the Company as responsible for administration of the Agreement, may reasonably impose.

The Restricted Stock Units are subject to the terms and conditions of the Plan and this Agreement, including the attached Terms and Conditions deemed a part hereof. The number of Restricted Stock Units and the kind of shares deliverable in settlement and other terms and conditions of the Restricted Stock Units are subject to adjustment in accordance with Section 4(b) of the attached Terms and Conditions and Section 11(c) of the Plan. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan.

Employee acknowledges and agrees that (i) Restricted Stock Units are nontransferable, except as provided in Section 2 of the attached Terms and Conditions and Section 11(b) of the Plan, (ii) the Restricted Stock Units are subject to forfeiture in the event of Employee's Termination of Employment in certain circumstances prior to vesting, as specified in Section 3 of the attached Terms and Conditions, and (iii) sales of the shares of Stock following vesting and settlement of the Restricted Stock Units will be subject to the Company's policy regulating trading by employees.

IN WITNESS WHEREOF, NEW JERSEY RESOURCES CORPORATION has caused this Agreement to be executed by its officer thereunto duly authorized, and Employee has duly executed this Agreement, by which each has agreed to the terms of this Agreement.

EMPLOYEE                      NEW JERSEY RESOURCES CORPORATION

By: \_\_\_\_\_  
[Employee Name]                      [Name]

[Title]

## TERMS AND CONDITIONS OF RESTRICTED STOCK UNITS

The following Terms and Conditions apply to the Restricted Stock Units granted to Employee by NEW JERSEY RESOURCES CORPORATION (the "Company"), and Restricted Stock Units resulting from Dividend Equivalents (as defined below), if any, as specified in the Restricted Stock Units Agreement (of which these Terms and Conditions form a part). Certain terms of the Restricted Stock Units, including the number granted, vesting date(s) and settlement times, are set forth on the preceding pages, which is an integral part of this Agreement.

### 1. **General** .

(a) The Restricted Stock Units are granted to Employee under the Company's 2007 Stock Award and Incentive Plan (the "Plan"), a copy of which has been previously delivered to Employee and/or is available upon request to the Human Resources Department. All of the applicable terms, conditions and other provisions of the Plan are incorporated by reference herein. Capitalized terms used in this Agreement but not defined herein shall have the same meanings as in the Plan. If there is any conflict between the provisions of this document and mandatory provisions of the Plan, the provisions of the Plan govern. By accepting the grant of Restricted Stock Units, Employee agrees to be bound by all of the terms and provisions of the Plan (as presently in effect or later amended), the rules and regulations under the Plan adopted from time to time, and the decisions and determinations relating to the Plan and grants thereunder of the Leadership Development and Compensation Committee of the Company's Board of Directors (the "Committee") made from time to time.

(b) *Account for Employee* . The Company shall maintain a bookkeeping account for Employee (the "Account") reflecting the number of Restricted Stock Units then credited to Employee hereunder as the result of such grant of Restricted Stock Units and any crediting of additional Restricted Stock Units to Employee pursuant to dividends paid on shares of Stock under Section 4 hereof ("Dividend Equivalents").

2. **Nontransferability** . Until such time as the Restricted Stock Units are settled by delivery of Stock in accordance with this Agreement, Employee may not transfer Restricted Stock Units or any rights hereunder to any third party other than by will or the laws of descent and distribution, except for transfers to a Beneficiary or as otherwise permitted and subject to the conditions under Section 11(b) of the Plan. This restriction on transfer precludes any sale, assignment, pledge, or other encumbrance or disposition of the Restricted Stock Units (except for forfeitures to the Company).

3. **Termination Provisions** . The following provisions will govern the vesting and forfeiture of the Restricted Stock Units that are outstanding at the time of Employee's Termination of Employment (as defined below) (i) by the Company without Cause (as defined below) or by the Employee for Good Reason (as defined below), in either case during the CIC Protection Period (as defined below), or (ii) due to death or Disability (as defined below) or (iii) when Employee is or becomes eligible to terminate employment due to Retirement (as defined below), unless otherwise determined by the Committee (subject to Section 8(a) hereof):

(a) *Death, Disability or Retirement*. In the event of Employee's Termination of Employment due to death or Disability, a Pro Rata Portion of the outstanding Restricted Stock Units, to the extent not vested previously, will vest immediately. In the event Employee is or becomes eligible to terminate employment due to Retirement, a Monthly Pro Rata Portion of the outstanding Restricted Stock Units will vest (i) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and (ii) at the end of each calendar month (after the Grant Date) following the time the Employee is or becomes eligible to terminate employment due to Retirement and coinciding with or preceding the Employee's Termination of Employment. Any portion of the outstanding Restricted Stock Units not vested at the date of Termination of Employment will be forfeited.

(b) *Termination by the Company or by Employee.* In the event of Employee's Termination of Employment by the Company without Cause within the CIC Protection Period and other than for Disability, or by Employee for Good Reason within the CIC Protection Period, a Pro Rata Portion of the outstanding Restricted Stock Units, to the extent not previously vested, will vest at the time of Employee's Termination of Employment. In the event of Employee's Termination of Employment (i) by the Company for Cause, (ii) by the Company for any reason other than Disability prior to or after the CIC Protection Period, (iii) by Employee (other than for Good Reason or upon a Retirement), or (iv) by Employee (other than for a Retirement) before or after the CIC Protection Period, the portion of the outstanding Restricted Stock Units not vested at the date of Termination of Employment will be forfeited.

(c) *Certain Definitions.* The following definitions apply for purposes of this Agreement:

(i) "Cause" has the same definition as under any employment or similar agreement between the Company and Employee or, if no such agreement exists or if such agreement does not contain any such definition, Cause means (i) Employee's conviction of a felony or the entering by Employee of a plea of *nolo contendere* to a felony charge, (ii) Employee's gross neglect, willful malfeasance or willful gross misconduct in connection with his or her employment which has had a significant adverse effect on the business of the Company and its subsidiaries, unless Employee reasonably believed in good faith that such act or non-act was in or not opposed to the best interest of the Company, or (iii) repeated material violations by Employee of the duties and obligations of Employee's position with the Company which have continued after written notice thereof from the Company, which violations are demonstrably willful and deliberate on Employee's part and which result in material damage to the Company's business or reputation.

(ii) "CIC Protection Period" means the two-year period beginning on the date of a Change in Control and ending on the day before the second annual anniversary of the date of the Change in Control.

(iii) "Disability" means Employee has been incapable of substantially fulfilling the positions, duties, responsibilities and obligations of his employment because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of at least six consecutive months. The Company and Employee shall agree on the identity of a physician to resolve any question as to Employee's disability. If the Company and Employee cannot agree on the physician to make such determination, then the Company and Employee shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement.

(iv) "Good Reason" has the same definition as under any employment or similar agreement between the Company and Employee; but, if no such agreement exists or if any such agreement does not contain or reference any such definition, Good Reason shall not apply to the Employee for purposes of this Agreement.

(v) "Monthly Pro Rata Portion" means, for each tranche of Restricted Stock Units (A) at the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date), a fraction the numerator of which is the number of days that have elapsed from first day of the Company's fiscal year which includes the Grant Date to the end of the calendar month coinciding with or immediately preceding the time the Employee first becomes eligible to terminate employment due to Retirement (if after the Grant Date) and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche and (B) after the Employee is or first becomes eligible to terminate

employment due to Retirement, a fraction the numerator of which is the number of days that have elapsed from the end of the immediately preceding calendar month with respect to which a Monthly Pro Rata Portion of the Restricted Stock Units vested (or, if none, the first day of the Company's fiscal year which includes the Grant Date) and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche.

(vi) "Pro Rata Portion" means, for each tranche of Restricted Stock Units, a fraction the numerator of which is the number of days that have elapsed from the first day of the Company's fiscal year which includes the Grant Date to the date of Employee's Termination of Employment and the denominator of which is the number of days from the first day of the Company's fiscal year which includes the Grant Date to the Stated Vesting Date for that tranche. A "tranche" is that portion of the Restricted Stock Units that have a unique Stated Vesting Date.

(vii) "Retirement" means the Employee has attained age 65, or age 55 with 20 or more years of service.

(viii) "Subsidiary" means any subsidiary corporation of the Company within the meaning of Section 424(f) of the Code ("Section 424(f) Corporation") and any partnership, limited liability company or joint venture in which either the Company or Section 424(f) Corporation is at least a fifty percent (50%) equity participant.

(ix) "Termination of Employment" and "Termination" means the earliest time at which Employee is not employed by the Company or a Subsidiary of the Company and is not serving as a non-employee director of the Company or a Subsidiary of the Company.

(e) *Termination by the Company for Cause* . In the event of Employee's Termination of Employment by the Company for Cause, the portion of the then-outstanding Restricted Stock Units not vested prior to such time will be forfeited immediately upon notice to Employee that the Company is terminating the Employee's employment for Cause.

#### 4. Dividend Equivalents and Adjustments.

(a) *Dividend Equivalents* . Dividend Equivalents will be credited on Restricted Stock Units (other than Restricted Stock Units that, at the relevant record date, previously have been settled or forfeited) and deemed converted into additional Restricted Stock Units. Dividend Equivalents will be credited as follows, except that the Company may vary the manner of crediting (for example, by crediting cash Dividend Equivalents rather than additional Restricted Stock Units) for administrative convenience:

(i) *Cash Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of cash, then additional Restricted Stock Units shall be credited to Employee's Account as of the payment date of such cash dividend or distribution equal to the number of Restricted Stock Units credited to the Account as of the record date of such dividend or distribution multiplied by the amount of cash paid per share of Stock in such dividend or distribution divided by the Fair Market Value of a share of Stock at the payment date for such dividend or distribution.

(ii) *Non-Share Dividends* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of property other than shares of Stock, then a number of additional Restricted Stock Units shall be credited to Employee's Account as of the payment date for such dividend or distribution equal to the number of Restricted Stock Units credited to the Account as of the record date for such dividend or distribution multiplied by the fair market value of such property actually paid as a dividend or



distribution on each outstanding share of Stock at such payment date, divided by the Fair Market Value of a share of Stock at such payment date for such dividend or distribution.

(iii) *Share Dividends and Splits* . If the Company declares and pays a dividend or distribution on shares of Stock in the form of additional shares of Stock, or there occurs a forward split of shares of Stock, then a number of additional Restricted Stock Units shall be credited to Employee's Account as of the payment date for such dividend or distribution or forward split equal to the number of Restricted Stock Units credited to the Account as of the record date for such dividend or distribution or split multiplied by the number of additional shares of Stock actually paid as a dividend or distribution or issued in such split in respect of each outstanding share of Stock.

(b) *Adjustments* . The number of Restricted Stock Units credited to Employee's Account shall be appropriately adjusted in order to prevent dilution or enlargement of Employee's rights with respect to Restricted Stock Units or to reflect any changes in the number of outstanding shares of Stock resulting from any event referred to in Section 11(c) of the Plan, taking into account any Restricted Stock Units credited to Employee in connection with such event under Section 4(a) hereof. In furtherance of the foregoing, in the event of an equity restructuring, as defined in ASC Topic 718, which affects the shares of Stock, Employee shall have a legal right to an adjustment to Employee's Restricted Stock Units which shall preserve without enlarging the value of the Restricted Stock Units, with the manner of such adjustment to be determined by the Committee in its discretion. All adjustments will be made in a manner as to maintain the Restricted Stock Units' exemption from Code Section 409A or, to the extent Code Section 409A applies, to comply with Code Section 409A. Any adjustments shall be subject to the requirements and restrictions set forth in Section 11(c) of the Plan.

(c) *Risk of Forfeiture and Settlement of Restricted Stock Units Resulting from Dividend Equivalents and Adjustments*. Restricted Stock Units which directly or indirectly result from Dividend Equivalents or adjustments to Restricted Stock Units granted hereunder shall be subject to the same risk of forfeiture and other conditions as apply to the granted Restricted Stock Units with respect to which the Dividend Equivalents or adjustments related and will be settled at the same time as such related Restricted Stock Units.

## **5. Other Terms of Restricted Stock Units .**

(a) *Voting and Other Shareholder Rights* . Employee shall not be entitled to vote Restricted Stock Units on any matter submitted to a vote of holders of Common Stock, and shall not have any other rights of a shareholder of the Company, unless and until the Restricted Stock Units are settled as described in the Agreement.

(b) *Consideration for Grant of Restricted Stock Units* . Employee shall not be required to pay cash consideration for the grant of the Restricted Stock Units and Dividend Equivalents, but Employee's performance of services to the Company prior to the settlement of the Restricted Stock Units shall be deemed to be consideration for this grant of Restricted Stock Units and Dividend Equivalents.

(c) *Insider Trading Policy Applicable*. Employee acknowledges that sales of shares resulting from Restricted Stock Units that have been settled will be subject to the Company's policies governing the purchase and sale of Company securities.

(d) *Certificates Evidencing Restricted Stock Units* . On the date any Restricted Stock Units subject to this Agreement are to be settled (the "Payment Date"), such Restricted Stock Units shall be settled by the Company delivering to the Employee, a number of shares of Stock equal to the number of shares of Restricted Stock Units that are to be settled upon that Payment Date, subject to any applicable withholding requirements described below. The Company shall issue the shares either (i) in certificate form or (ii) in book entry form, registered in the name of the Employee. Delivery of any certificates will be made to the Employee's last address reflected

on the books of the Company unless the Company is otherwise instructed in writing. The Company shall pay fractional Restricted Stock Units in cash, subject to any applicable withholding requirements described below. Neither the Employee nor any of the Employee's successors, heirs, assigns or personal representatives shall have any further rights or interests in any Restricted Stock Units and Dividend Equivalents that are so paid.

**6. Employee Representations and Warranties and Release** . As a condition to settlement of the Restricted Stock Units to Employee that vest upon Termination of Employment, the Company may require Employee (i) to make any representation or warranty to the Company as may be required under any applicable law or regulation, and (ii) to execute a release from claims against the Company arising at or before the date of such release, in such form as may be specified by the Company, and not revoke such release prior to the expiration of any applicable revocation period, all within thirty (30) days after Termination of Employment.

**7. Miscellaneous** .

(a) *Binding Agreement; Written Amendments* . This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties. This Agreement constitutes the entire agreement between the parties with respect to the Restricted Stock Units, and supersedes any prior agreements (either verbal or written) or documents with respect to the Restricted Stock Units. No amendment or alteration of this Agreement which may impose any additional obligation upon the Company shall be valid unless expressed in a written instrument duly executed in the name of the Company, and no amendment, alteration, suspension or termination of this Agreement which may materially impair the rights of Employee with respect to the Restricted Stock Units shall be valid unless expressed in a written instrument executed by Employee.

(b) *No Promise of Employment*. The Restricted Stock Units and the granting thereof shall not constitute or be evidence of any agreement or understanding, express or implied, that Employee has a right to continue as an officer or employee of the Company for any period of time, or at any particular rate of compensation.

(c) *Governing Law* . The validity, construction, and effect of this Agreement shall be determined in accordance with the laws (including those governing contracts) of the state of New Jersey, without giving effect to principles of conflicts of laws, and applicable federal law.

(d) *Mandatory Tax Withholding* . Unless otherwise determined by the Committee, or unless Employee has elected at least 90 days prior to payout to satisfy the tax obligations in cash by other means, at the time of payment of the Restricted Stock Units to Employee, the Company will withhold first from any cash payable and then from any Shares deliverable, in accordance with Section 11(d)(i) of the Plan, the number of Shares having a value nearest to, but not exceeding, the minimum amount of income and employment taxes required to be withheld under applicable local laws and regulations (after withholding of any cash payable hereunder), and pay the amount of such withholding taxes in cash to the appropriate taxing authorities. Employee will be responsible for any withholding taxes not satisfied by means of such mandatory withholding and for all taxes in excess of such withholding taxes that may be due upon payment of the Retention Award.

(e) *Notices* . Any notice to be given the Company under this Agreement shall be addressed to the Company at its principal executive offices, in care of the Vice President, Corporate Services, and any notice to Employee shall be addressed to Employee at Employee's address as then appearing in the records of the Company.

(f) *Compliance with Code Section 409A* . Other provisions of this Agreement notwithstanding, if Restricted Stock Units constitute a "deferral of compensation" under Section 409A of the Code ("Code Section 409A") as presently in effect or hereafter amended (i.e., the Restricted Stock Units are not excluded or exempted under Code Section 409A or a regulation or

other official governmental guidance thereunder; Note: an elective deferral would cause the Restricted Stock Units, if not already, to be a deferral of compensation subject to Code Section 409A after the deferral), such Restricted Stock Units shall be subject to the additional requirements set forth in Section 11(k) of the Plan.

**CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Laurence M. Downes, certify that:

- 1) I have reviewed this report on Form 10-Q of New Jersey Resources Corporation;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2017

By: /s/ Laurence M. Downes

Laurence M. Downes

Chairman, President & Chief Executive Officer

**CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Patrick Migliaccio, certify that:

- 1) I have reviewed this report on Form 10-Q of New Jersey Resources Corporation;
- 2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4) The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5) The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2017

By: /s/ Patrick Migliaccio

Patrick Migliaccio

Senior Vice President and Chief Financial Officer

**EXHIBIT 32.1**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Laurence M. Downes hereby certifies as follows:

- (a) I am the Chief Executive Officer of New Jersey Resources Corporation (the "Company");
- (b) To the best of my knowledge, this quarterly report on Form 10-Q for the fiscal year ended December 31, 2016 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (c) To the best of my knowledge, based upon a review of this report, the information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 8, 2017

By: /s/ Laurence M. Downes

\_\_\_\_\_  
Laurence M. Downes

Chairman, President and Chief Executive Officer

**EXHIBIT 32.2**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Patrick Migliaccio hereby certifies as follows:

- (a) I am the Chief Financial Officer of New Jersey Resources Corporation (the "Company");
- (b) To the best of my knowledge, this quarterly report on Form 10-Q for the fiscal year ended December 31, 2016 , fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (c) To the best of my knowledge, based upon a review of this report, the information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 8, 2017

By: /s/ Patrick Migliaccio

\_\_\_\_\_  
Patrick Migliaccio

Senior Vice President and Chief Financial Officer