RESOLUTION NO.: 03-2013

Member Miskiewicz introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ELECTING OFFICERS

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, New Jersey law and the By-Laws for the Authority require and provide for the annual election of officers at the Authority's reorganization meeting in February of each year; and

WHEREAS, the Authority has determined through process of nomination and election, the Officers of the Authority for the upcoming year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Authority that the Authority has elected and hereby names the following individuals to serve as Officers of the Authority commencing February 6, 2013, and ending at the Authority's next reorganization meeting in 2014:

A. Anthony R. Scutari to serve as Chairperson;

B. Carolyn Vollero to serve as Vice-Chairperson;

C. John Salerno to serve as Secretary; and

D. Joseph W. Miskiewicz to serve as Treasurer. and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ELECTING OFFICERS,** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

RESOLUTION NO.: 04-2013

Member Mcsheevoy introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE RE-ADOPTION AND RE-CONFIRMATION OF THE BY-LAWS OF THE UNION COUNTY IMPROVEMENT AUTHORITY FOR 2013

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, the Authority is governed by the By-Laws of the New Jersey Union County Improvement Authority (the "By-Laws") a copy of which is attached hereto; and

WHEREAS, the Authority desires to re-adopt and re-confirm the By-Laws as the current By-Laws of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that the By-Laws of the New Jersey Union County Improvement Authority are hereby re-adopted and re-confirmed as the By-Laws of this Authority.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE RE-ADOPTION AND RE-CONFIRMATION OF THE BY-LAWS OF THE UNION COUNTY IMPROVEMENT AUTHORITY FOR 2013,** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013

(SEAL)

RESOLUTION NO.: 05-2013

Member Miskiewicz introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY DESIGNATING THE AUTHORITY'S OFFICIAL NEWSPAPERS AS THE *STAR LEDGER* AND THE *COURIER NEWS*

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.* requires the Authority to designate at least two newspapers that have the greatest likelihood of informing the public of the Authority's public meetings and other official matters such as legal publications of the Authority, and requires the Authority to designate such newspapers as the Authority's official newspapers ;; and

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that *The Star Ledger* and *The Courier News* shall be and are hereby designated as the official newspapers for the Authority as required by N.J.S.A. 10:4-8.d.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE AUTHORITY AS THE *STAR LEDGER* AND *COURIER NEWS*,** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

RESOLUTION NO.: 06-2013

Member Miskiewicz introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION FOR THE UNION COUNTY IMPROVEMENT AUTHORITY DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES FOR THE MONIES OF THE AUTHORITY IN ACCORDANCE WITH N.J.S.A. 40A:5-14 FOR THE YEAR 2013

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, the Authority has and will have certain funds for deposit in financial institutions during the period March 2012 through February 2013;

WHEREAS, pursuant to N.J.S.A. 40A:5-14, the Authority adopted a cash management plan and is required to deposit, or invest, or deposit and invest, its funds pursuant to that plan; and

WHEREAS, in compliance with the foregoing statute, the Authority desires to designate such financial institutions for deposit of Authority funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Authority that the financial institutions listed below are the official depositories for the Authority funds during the period March 2012 through February 2013.

1. Crown Bank
   400 Westminster Avenue
   Elizabeth, NJ 07208

2. Wells Fargo Bank
   350 Westminster Ave.
   Elizabeth, NJ 07208

3. Investor Savings Bank
   Union, New Jersey

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES FOR THE MONIES OF THE AUTHORITY IN ACCORDANCE WITH N.J.S.A. 40A:5-14 FOR THE YEAR 2013,** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013

(SEAL)

RESOLUTION NO.: 07-2013

Member Mishkewicz introduced and moved the adoption of the following resolution and Member McGill seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ESTABLISHING A MEETING SCHEDULE FOR THE PERIOD MARCH 2013 THROUGH FEBRUARY 2014

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.;* and

WHEREAS, the Authority constitutes a public body pursuant to the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-1 *et seq.*, and, as such, it is required to provide adequate notice of the meetings and activities of the Authority in the manner provided in N.J.S.A. 10:4-8(d); and

WHEREAS, in accordance with the provisions of N.J.S.A. 10:4-18, at least once each year, within seven days following its annual reorganization meeting, the Authority shall provide adequate notice of the schedule of its regular meetings for the succeeding year; and

WHEREAS, the Authority desires to establish a meeting schedule for the period March 2013 through February 2014, in accordance with the New Jersey Open Public Meetings Act.

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY as follows:

Section 1. During the period March 2013 through February 2014, unless otherwise indicated on Exhibit A, the Authority shall have one (1) regular meeting per month on the first Wednesday of each month. The dates and times for such meetings are set forth in the Notice attached hereto as Exhibit A, which by this reference is made a part hereof as if set forth in full herein. Unless otherwise notified, all regular meetings of the Authority shall be held at the County of Union Administration Building, Freeholders Conference Room, 6th floor, Ten Elizabethtown Plaza, Elizabeth, New Jersey.

Section 2. The staff of the Authority are hereby directed to take all actions in order to satisfy the requirements of the Open Public Meeting Act, including, but not limited to, (a) posting notice of the meeting schedule in at least one public place reserved for such announcements, (b) providing the meeting schedule to the newspapers officially designated by the Authority to receive such notices, and (c) filing the meeting schedule with the Clerk of Union County and with the Clerk of each municipality located within the County of Union, and mailing this Resolution (including the

attached meeting schedule) to the Union County Manager and to the Clerk of the Board of Chosen Freeholders of the County of Union.

Section 3. This Resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ESTABLISHING A MEETING SCHEDULE FOR THE PERIOD MARCH 2013 THROUGH FEBRUARY 2014** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

1527017_1.DOC

EXHIBIT A

SCHEDULE OF REGULAR PUBLIC MEETINGS OF THE UNION COUNTY IMPROVEMENT AUTHORITY FOR THE PERIOD MARCH 2013 THROUGH FEBRUARY 2014

In accordance with the Open Public Meetings Act, P.L. 1975, c.231, the following schedule of Regular Public Meetings of the Union County Improvement Authority was approved at the annual reorganization meeting of the Authority on Wednesday, February 6, 2013. The Authority gives public notice that it may act as a body, by taking official action, at any of the following meetings:

Wednesday, March 6, 2013 at 5:00 p.m.
Wednesday, April 3, 2013 5:00 p.m.
Wednesday, May 1, 2013 at 5:00 p.m.
Wednesday, June 5, 2013 at 5:00 p.m.
Wednesday, July 10, 2013 at 5:00 p.m.
Wednesday, August 7, 2013 at 5:00 p.m.
Wednesday, September 11, 2013 at 5:00 p.m.
Wednesday, October 2, 2013 at 5:00 p.m.
Wednesday, November 6, 2013 at 5:00 p.m.
Wednesday, December 4, 2013 at 5:00 p.m.
Wednesday, January 8, 2014 at 5:00 p.m.
Wednesday, February 5, 2014 at 5:00 p.m.*

All Regular Public Meetings of the Authority will be held at the County of Union Administration Building, Freeholders Conference Room, 6th floor, Ten Elizabethtown Plaza, Elizabeth, New Jersey 07201.

Portions of all meeting may be held in executive session to the extent allowed by law.

**Authority Reorganization Meeting*

RESOLUTION NO.: 08-2013

Member Mishewicz introduced and moved the adoption of the following resolution and Member McKee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY REAPPOINTING THE EXECUTIVE DIRECTOR AS THE AFFIRMATIVE ACTION AND PUBLIC AGENCY COMPLIANCE OFFICER FOR THE AUTHORITY

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, the Authority is obligated by law to comply with all equal opportunity and affirmative action compliance requirements imposed by federal, state and local laws; and

WHEREAS, the Authority previously appointed the Executive Director as the Authority's Affirmative Action and Public Agency Compliance Officer for a term of one year and such appointment has now expired; and

WHEREAS, the Authority desires to reappoint the Executive Director as Affirmative Action and Public Agency Compliance Officer upon the same terms and conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY as follows:

Section 1. The Authority hereby appoints the Executive Director as the Public Agency Compliance Officer in order to ensure compliance with the equal opportunity and affirmative action laws.

Section 2. This Resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY REAPPOINTING THE EXECUTIVE DIRECTOR AS THE AFFIRMATIVE ACTION AND PUBLIC AGENCY COMPLIANCE OFFICER FOR THE AUTHORITY,,** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013

(SEAL)

RESOLUTION NO. 09-2013

Member Mesheewicz introduced and moved the adoption of the following resolution and Member McPhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AGREEMENT WITH AMTRAK FOR ACCESS TO AMTRAK RIGHT OF WAY AT RAHWAY AVENUE, ELIZABETH, NEW JERSEY DURING CONSTRUCTION OF UNION COUNTY FAMILY COURT BUILDING

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.,* in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project") in Elizabeth, New Jersey, and the Authority has agreed to undertake all actions necessary to implement the Project; and

WHEREAS, in connection with the construction of the Project, it shall be necessary for the General Contractor to install fiber optic cable under Amtrak's Northeast Corridor tracts at Mile Post 14.49, within the limits of public right-of-way at Rahway Avenue, Elizabeth, New Jersey; and

WHEREAS, Amtrak requires the Authority to accept Amtrak's that installation conform with its construction requirements and receive authorization from Amtrak, as set forth in Amtrak's letter agreement, attached hereto and made part hereof; and

WHEREAS, the General Contractor for the Project will be required to, among other things, execute Amtrak's standard Temporary Permit to Enter Upon Railroad Property prior to entering the Amtrak right of way described above, and also to participate in a pre-construction meeting with Amtrak, in accordance with Amtrak's General Conditions and exhibits thereto, all of which are attached hereto and made a part hereof; and

NOW THEREFORE BE IT RESOLVED by the Union County Improvement Authority that the Authority may execute the agreement with Amtrak in the form attached hereto, and

BE IT FURTHER RESOLVED that the Authority shall include Amtrak's General Conditions and exhibits thereto with relevant instructions to bidders in the bid specs for the Project; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AGREEMENT WITH AMTRAK FOR ACCESS TO AMTRAK RIGHT OF WAY AT RAHWAY AVENUE, ELIZABETH, NEW JERSEY DURING CONSTRUCTION OF UNION COUNTY FAMILY COURT** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

NATIONAL RAILROAD PASSENGER CORPORATION
Engineering Department, 30th Street Station, 4th Floor South Tower, Box 64
2955 Market Street, Philadelphia, PA 19104

AMTRAK

June 20, 2012

Mark Brink
Union County Administration Building
10 Elizabethtown Plaza
6th Floor
Elizabeth, NJ 07207

Re: File E-47-U-599

Dear Mr. Brink:

Reference is made to Birdsall Services Group's email received May 17, 2012 attaching design drawing C-5 and email dated June 20, 2012 attaching drawing C-10A for Union County Improvement Authority's (UCIA) proposed fiber optic cable under Amtrak's Northeast Corridor tracks at Mile Post 14.49, within the limits of public right-of-way at Railway Avenue in Elizabeth, NJ.

We have no objections to the above mentioned facilities subject to the attached design review comments and provided the facilities are installed in a safe and satisfactory manner and thereafter maintained in accordance with the "General Conditions" attached hereto and made a part hereof. Installation must conform with the approved plans and Amtrak's current construction requirements. No work will be permitted until this office receives a signed copy of this letter and you have obtained authorization from Earl Watson III, Director I&C Projects, to proceed with the construction.

A preconstruction meeting is required prior to the commencement of work that has the potential to impact Amtrak's infrastructure. Contact Mr. Rich Check, Project Manager, (609) 989-1737, to schedule the meeting at least 5 days in advance. UCIA's contractor must submit a site specific work/safety plan for Amtrak's approval, and coordinate all work with Rich Check.

UCIA's contractor must execute Amtrak's standard Temporary Permit to Enter Upon Railroad Property prior to entering Amtrak right-of-way for any work. The contractor must submit a written request to Amtrak's Director I&C Projects, Attention Kate McGrath, 30th Street Station, Box 64, 2955 Market Street, Philadelphia, PA 19104.

To confirm your acceptance of these conditions, please have an authorized representative countersign both copies of this letter agreement, keep one for your files, and return the other to this office with copies of the insurance documentation required under the General Conditions Attachment B.

NATIONAL RAILROAD
PASSENGER CORPORATION

for Deputy Chief Engineer Construction

Attachments

ACCEPTED:
UNION COUNTY IMPROVEMENT
AUTHORITY

By: _____

Title: Chairman

Date: Feb. 6, 2013

cc: Mark Cifelli, PE – Birdsall Services Group

Amtrak®

DESIGN REVIEW COMMENTS

JOB NAME:	Elizabeth, NJ UCIA proposed FOC in Railway Ave under Amtrak UG Bridge No. 14.49	**SHEET No.**	1 of 1
DSN:		**SUBMITTAL:**	Plans
SUBMITTED BY:	Birdsall (on behalf of Union County Improvement Authority)	**DISCIPLINE:**	All
REVIEWED BY:	Amtrak	**DATE:**	06/20/12

ITEM NO.	DWG. CAL. SPEC. SK.	COMMENTS
1	General	A flagman may be required depending on the size of equipment the contractor will be using adjacent to and under the bridge.
2	General	Contact Mr. Rich Check, 609-989-1737, at least five days prior to start of construction to schedule an on-site meeting with the contractor.
3	General	Prior to entering Amtrak right-of-way for any work the Contractor must execute Amtrak's standard Temporary Permit to Enter Upon Railroad Property. The contractor must submit a written request for the permit to Amtrak's Director I&C Projects, Earl Watson III, 30th Street Station, Box 64, Philadelphia, PA 19104.

NATIONAL RAILROAD PASSENGER CORPORATION
30TH STREET STATION, 4th FLOOR, SOUTH TOWER
PHILADELPHIA, PA 19104 (the "Railroad")

GENERAL CONDITIONS

1. The Work/Facilities shall comply with all applicable Federal, State and local laws, rules and regulations. The Facilities shall not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.

2. In the event the Owner wishes to alter in any way and/or add to the Facilities, new plans must be submitted for review and approval.

3. Upon completion of the Work, Facilities shall be maintained, repaired and/or renewed by and at the sole risk, cost and expense of the Owner. Before undertaking such work, Owner shall secure prior written approval by the Railroad.

4. If it is necessary for the Railroad to perform any work or furnish any materials in the event of an emergency or for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, Owner agrees to pay to Railroad the actual cost of materials plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, other insurance, taxes and all other indirect expenses. It is understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad and the said Facilities. Owner agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

5. If the Railroad, in its sole discretion deems it advisable during the Work and/or any other construction, maintenance, repairs, renewals, alterations, adjustments or removal of the Facilities and appurtenances of the Owner, to place watchman, flagman, construction inspectors, and/or inspection engineers for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons or licensees, the Railroad shall have the right to do so, and the Owner shall, upon bill being rendered, pay or refund the cost and expense therefor. Failure of the Railroad to utilize such individuals or failure or neglect of such individuals shall not, for any reason, be construed as in any manner or degree affecting and/or negating any obligations of the Owner as provided for in these General Conditions, including but not limited to Owner's obligation to reimburse Railroad pursuant to this Paragraph 5.

6. Indemnification: Permittee hereby provides the following indemnification and Owner will assure that the following indemnification is provided by its contractor(s), subcontractor(s), or any individual or entity acting for or by permission of Owner, its contractor(s) or subcontractor(s) or their agents or employees (hereinafter collectively referred to as "Contractor(s)"):

Owner agrees to defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of the existence or degree of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), which any or all of them may hereafter incur, be responsible for or pay as a result of injury, death, disease, or

occupational disease to any person, and for damage (including, without limitation, environmental contamination and loss of use) to or loss of any property, (including, without limitation, property of Railroad or Owner), arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed by Owner, its officers, employees, agents, servants or Contractors. The foregoing obligation shall not be limited by the existence of any insurance policy payable to, or on behalf of, Owner (including without limitation, any policy required under any applicable state's workers' compensation law) or by any limitation on the amount or type of damages, compensation or benefits payable by or for Owner or any Contractor to an employee of Owner or any Contractor (including, without limitation, any policy required under any applicable state's workers' compensation law), and shall survive the termination of this Agreement for any reason. As used in this paragraph, the term "Railroad" also includes all commuter agencies and other railroads with rights to operate over Railroad property, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

7. Upon abandonment of the Facilities, the same shall be removed and the property shall be restored to good condition which restoration shall be satisfactory to Railroad, and this document shall become null and void, save and except only as to any liability accrued prior thereto.

8. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Owner shall in no event transfer or assign the same or permit the use thereof to any entry other than a public utility or municipality having the same or equal franchise power. Owner shall secure, prior to any transfer or assignment Railroad's written approval of the transfer or assignment which written approval shall not be unreasonably withheld.

9. Before Owner commences the Work, Owner and its Contractor(s), if any, shall procure and maintain, at its own cost and expense, during the entire period of performance of the Work, the types and amounts of insurance as well as supply Railroad's Chief Engineer or his designee with evidence of all insurance coverages specified in "INSURANCE REQUIREMENTS" NATIONAL RAILROAD PASSENGER CORPORATION" attached hereto and incorporated as Attachment B.

10. PROTECTION. All work in, on or about Railroad property shall be in accordance with "SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY", attached hereto and incorporated herein as Attachment A.

11. SAFETY ORIENTATION CLASS. No entity may enter upon Railroad property until he/she has attended Railroad's Safety Orientation Class, as noted in Paragraph 12 of Attachment A. Failure to comply with the provisions of this Paragraph 11 or Attachment A shall result in immediate termination of this agreement and Owner shall forfeit any and all compensation paid Railroad therefor.

Revised March 2007

ATTACHMENT A
Temporary Permit to Enter Upon Property

SPECIFICATIONS REGARDING SAFETY AND PROTECTION OF RAILROAD TRAFFIC AND PROPERTY (Revised 2/3/06)

National Railroad Passenger Corporation (Railroad)

In the following Specifications, "Railroad" shall mean the National Railroad Passenger Corporation; "Chief Engineer" shall mean Railroad's Chief Engineer and/or his duly authorized representative; "Permittee" shall mean the party so identified in the Temporary Permit to Enter Upon Property; and "Contractor" shall mean the entity retained by the Permittee or the entity with whom Railroad has contracted in a Preliminary Engineering Agreement or Force Account Agreement, as applicable.

(1) Pre-Entry Meeting: Before entry of Permittee and/or Contractors onto Railroad's property, a pre-entry meeting shall be held at which time Permittee and/or Contractors shall submit for written approval of the Chief Engineer, plans, computations and a detailed description of proposed methods for accomplishing the work, including methods for protecting Railroad's traffic. Any such written approval shall not relieve Permittee and/or Contractor of their complete responsibility for the adequacy and safety of their operations.

(2) Rules, Regulations and Requirements: Railroad traffic shall be maintained at all times with safety and continuity, and Permittee and/or Contractors shall conduct their operations in compliance with all rules, regulations, and requirements of Railroad (including these Specifications) with respect to any work performed on, over, under, within or adjacent to Railroad's property. Permittee and/or Contractors shall be responsible for acquainting themselves with such rules, regulations and requirements. Any violation of Railroad's safety rules, regulations, or requirements shall be grounds for the immediate suspension of Permittee and/or Contractor work, and the re-training of all personnel, at Permittee's expense.

(3) Maintenance of Safe Conditions: If tracks or other property of Railroad are endangered during the work, Permittee and/or Contractor shall immediately take such steps as may be directed by Railroad to restore safe conditions, and upon failure of Permittee and/or Contractor to immediately carry out such direction, Railroad may take whatever steps are reasonably necessary to restore safe conditions. All costs and expenses of restoring safe conditions, and of repairing any damage to Railroad's trains, tracks, right-of-way or other property caused by the operations of Permittee and/or Contractors, shall be paid by Permittee.

(4) Protection in General: Permittee and/or Contractors shall consult with the Chief Engineer to determine the type and extent of protection required to ensure safety and continuity of railroad traffic. Any Inspectors, Track Foremen, Track Watchmen, Flagmen, Signalmen, Electric Traction Linemen, or other employees deemed necessary by Railroad, at its sole discretion, for protective services shall be obtained from Railroad by Permittee and/or Contractors. The cost of same shall be paid directly to Railroad by Permittee. The provision of such employees by Railroad, and any other precautionary measures taken by Railroad, shall not relieve Permittee and/or Contractors from their complete responsibility for the adequacy and safety of their operations.

(5) Protection for Work Near Electrified Track or Wire: Whenever work is performed in the vicinity of electrified tracks and/or high voltage wires, particular care must be exercised, and Railroad's requirements regarding clearance to be maintained between equipment and tracks and/or energized wires, and otherwise regarding work in the vicinity of electrified tracks, must be strictly observed. No employees or equipment will be permitted to work near overhead wires, except when protected by a Class A employee of Railroad. Permittee and/or Contractors must supply an adequate length of grounding cable (4/0 copper with approved clamps) for each piece of equipment working near or adjacent to any

overhead wire.

(6) Fouling of Track or Wire: No work will be permitted within twenty-five (25) feet of the centerline of track or the energized wire or have potential of getting within twenty-five (25) feet of track wire without the approval of the Chief Engineer's representative. Permittee and/or Contractors shall conduct their work so that no part of any equipment or material shall foul an active track or overhead wire without the written permission of the Chief Engineer's representative. When Permittee and/or Contractors desire to foul an active track, they must provide the Chief Engineer's representative with their site-specific work plan a minimum of twenty-one (21) working days in advance, so that, if approved, arrangements may be made for proper protection of Railroad. Any equipment shall be considered to be fouling a track or overhead wire when located (a) within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire, or (b) in such a position that failure of same, with or without a load, would bring it within fifteen (15) feet from the centerline of the track or within fifteen (15) feet from the wire and requires the presence of the proper Railroad protection personnel.

If acceptable to the Chief Engineer's representative, a safety barrier (approved temporary fence or barricade) may be installed at fifteen (15) feet from centerline of track or overhead wire to afford the Permittee and/or Contractor with a work area that is not considered fouling. Nevertheless, protection personnel may be required at the discretion of the Chief Engineer's representative.

(7) Track Outages: Permittee and/or Contractors shall verify the time and schedule of track outages from Railroad before scheduling any of their work on, over, under, within, or adjacent to Railroad's right-of-way. Railroad does not guarantee the availability of any track outage at any particular time. Permittee and/or Contractors shall schedule all work to be performed in such a manner as not to interfere with Railroad operations. Permittee and/or Contractors shall use all necessary care and precaution to avoid accidents, delay or interference with Railroad's trains or other property.

(8) Demolition: During any demolition, Contractor must provide horizontal and vertical shields, designed by a Professional Engineer registered in the state in which the work takes place. These shields shall be designed in accordance with the Railroad's specifications and approved by the Railroad, so as to prevent any debris from falling onto the Railroad's right-of-way or other property. A grounded temporary vertical protective barrier must be provided if an existing vertical protective barrier is removed during demolition. In addition, if any openings are left in an existing bridge deck, a protective fence must be erected at both ends of the bridge to prohibit unauthorized persons from entering onto the bridge.

Ballasted track structure shall be kept free of all construction and demolition debris.

(9) Equipment Condition: All equipment to be used in the vicinity of operating tracks shall be in "certified" first-class condition so as to prevent failures that might cause delay to trains or damage to Railroad's property. No equipment shall be placed or put into operation near or adjacent to operating tracks without first obtaining permission from the Chief Engineer's representative. Under no circumstances shall any equipment or materials be placed or stored within twenty-five (25) feet from the centerline of an outside track, except as approved by the Site Specific Safety Work Plan. To ensure compliance with this requirement, Permittee and/or Contractors must establish a twenty-five (25) foot foul line prior to the start of work by either driving stakes, taping off or erecting a temporary fence, or providing an alternate method as approved by the Chief Engineer's representative. Permittee and/or Contractors will be issued warning stickers which must be placed in the operating cabs of all equipment as a constant reminder of the twenty-five (25) foot clearance envelope.

(10) Storage of Materials and Equipment: No material or equipment shall be stored on Railroad's property without first having obtained permission from the Chief Engineer. Any such storage will be on the condition that Railroad will not be liable for loss of or damage to such materials or equipment from any cause. If permission is granted for the storage of compressed gas cylinders on Railroad property, they shall be stored a minimum of 25 feet from the nearest track in an approved lockable enclosure.

The enclosure shall be locked when the Permittee and/or Contractor is not on the project site.

(11) Condition of Railroad's Property: Permittee and/or Contractors shall keep Railroad's property clear of all refuse and debris from its operations. Upon completion of the work, Permittee and/or Contractors shall remove from Railroad's property all machinery, equipment, surplus materials, falsework, rubbish, temporary structures, and other property of Permittee and/or Contractors and shall leave Railroad's property in a condition satisfactory to the Chief Engineer.

(12) Safety Training: All individuals, including representatives and employees of Permittee and/or Contractors, before entering onto Railroad's property or coming within twenty-five (25) feet of the centerline of the track or energized wire shall first attend Railroad's Safety Orientation Class. The Safety Orientation Class will be provided by Railroad's Safety Representative at Permittee's expense. A photo I.D. will be issued and must be worn/displayed while on Railroad property. All costs of complying with Railroad's safety training shall be at the sole expense of Permittee. Permittee and/or Contractors shall appoint a qualified person as their Safety Representative. He/she shall continuously ensure that all individuals comply with Railroad's safety requirements. All safety training records shall be maintained with the site specific work plan.

(13) No Charges to Railroad: It is expressly understood that neither these Specifications, nor any document to which they are attached, include any work for which Railroad is to be billed by Permittee and/or Contractors, unless Railroad gives a written request that such work be performed at Railroad's expense.

ATTACHMENT B
Temporary Permit to Enter Upon Property

INSURANCE REQUIREMENTS
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
CHICAGO UNION STATION COMPANY (CUSCO)
WASHINGTON TERMINAL COMPANY (WTC)
Revised as of September 2008

DEFINITIONS

In these Insurance Requirements "Railroad" or "Amtrak" shall mean National Railroad Passenger Corporation and as appropriate, its subsidiaries Chicago Union Station Company ("CUSCO") and Washington Terminal Company ("WTC"). "Contractor" shall mean the party identified as "Permittee" in the Temporary Permit to Enter Upon Property Agreement or the party with whom Amtrak has contracted in the Preliminary Engineering Agreement or Force Account Agreement, as well as its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee or Contractor. "Operations" shall mean activities of or work performed by Contractor. "Agreement" shall mean the Temporary Permit to Enter Upon Property Agreement, Preliminary Engineering Agreement, or Force Account Agreement, as applicable.

INSURANCE

Contractor shall procure and maintain, at its sole cost and expense, the types of insurance specified below. Contractor shall evidence such coverage by submitting to Amtrak the original Railroad Protective Liability Policy and certificates of insurance evidencing the other required insurance, prior to commencement of Operations. All insurance shall be procured from insurers authorized to do business in the jurisdiction(s) where the Operations are to be performed. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, provided the evidence of insurance submitted by Contractor to Amtrak so stipulates. The insurance shall provide for thirty (30) days prior written notice to Amtrak in the event coverage is substantially changed, canceled or non-renewed. All insurance shall remain in force until all Operations are satisfactorily completed (unless otherwise noted below), all Contractor personnel and equipment have been removed from Railroad property, and any work has been formally accepted. Contractor's failure to comply with the insurance requirements set forth herein shall constitute a violation of the Agreement.

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor. Employer's Liability coverage with limits of not less than $1 million each accident or illness shall be included.

In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure.

Commercial General Liability Insurance covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products-completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within fifty (50) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than $2

million each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

Automobile Liability Insurance covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's Commercial General Liability insurance. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds with respect to the operations to be performed. Coverage under this policy shall have limits of liability of not less than $1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability.

In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to $5 million each occurrence.

Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within fifty (50) feet vertically or horizontally of railroad tracks. The current ISO Occurrence Form (claims-made forms are unacceptable) in the name of the National Railroad Passenger Corporation (and as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue) shall have limits of liability of not less than $2 million each occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A $6 million annual aggregate shall apply. Additionally, Policy Endorsement CG 28 31 - Pollution Exclusion Amendment, is required to be endorsed onto the policy. Further, "Physical Damage to Property" as defined in the policy is to be deleted and replaced by the following endorsement:

> "It is agreed that 'Physical Damage to Property' means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control."

The original RRP Liability Insurance Policy must be submitted to Amtrak prior to commencement of Operations.

In the alternative, and upon Amtrak's approval, Contractor may elect to have Amtrak insure the Operations under its Blanket RRP Liability Insurance Program. The premium, which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of the Agreement, shall be prepaid by Contractor. In the event Contractor and Amtrak agree to insure the Operations under Amtrak's RRP Program, **Contractor shall include the RRP premium of $_____** in addition to the Permit Fee, and send its check made payable to National Railroad Passenger Corporation to the individual set forth below prior to commencement of Operations.

All Risk Property Insurance covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor's care, custody or control) and shall include a waiver of subrogation against Amtrak, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue.

Contractor's Pollution Liability Insurance covering the liability of Contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the Operations of Contractor with National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue named as additional insureds. Coverage under this policy shall have limits of liability of not less than $2 million each occurrence. The coverage shall be maintained during the term of the project, and for at least two

(2) years following Amtrak acceptance of the completion of all Operations to be performed.

Pollution Legal Liability Insurance is required if any hazardous material or waste is to be transported or disposed of off of the jobsite. Contractor, its subcontractor or transporter, as well as the disposal site operator, shall maintain this insurance. Contractor shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to Amtrak. The policy shall name National Railroad Passenger Corporation, as appropriate CUSCO or WTC, and all commuter agencies and railroads that operate over the property or tracks at issue as additional insureds, with limits of liability of not less than $2 million per claim.

Further, any additional insurance coverages, permits, licenses and other forms of documentation required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be obtained by Contractor.

Professional Liability Insurance covering the liability of Contractor for any and all errors or omissions committed by Contractor in the performance of the Operations, regardless of the type of damages. The coverage shall be maintained during the term of the Operations, and for at least three (3) years following completion thereof. The policy shall have limits of liability of not less than $2 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of two hundred fifty thousand dollars ($250,000), but in such case the deductible is the sole responsibility of Contractor, and no portion of such deductible is the responsibility of Amtrak.

Contractor may elect to satisfy this requirement through the addition of endorsement CG2279 "Incidental Professional Liability" to its CGL policy.

Claims-Made Insurance - If any liability insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. The retroactive date shall coincide with or precede Contractor's start of Operations (including subsequent policies purchased as renewals or replacements);

2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;

3. Contractor will use its best efforts to maintain similar insurance under the same terms and conditions that describe each type of policy listed above (e.g., Commercial General Liability, Professional Liability) for at least three (3) years following completion of the Operations; and

4. If insurance is terminated for any reason, Contractor will purchase an extended reporting provision of at least two (2) years to report claims arising from Operations.

Contractor shall furnish evidence of insurance as specified above at least fifteen (15) days prior to commencing Operations. THESE DOCUMENTS SHALL INCLUDE A DESCRIPTION OF THE PROJECT AND THE LOCATION ALONG THE RAILROAD RIGHT-OF-WAY (typically given by milepost designation) IN ORDER TO FACILITATE PROCESSING. The fifteen (15) day advance notice of coverage may be waived by Amtrak in situations where such waiver will benefit Amtrak, but under no circumstances will Contractor begin Operations without providing satisfactory evidence of insurance as approved by Amtrak. Such evidence of insurance coverage shall be sent to:

Director Project Initiation & Development
National Railroad Passenger Corporation
30th Street Station, Mail Box 64
Philadelphia, PA 19104-2817

RESOLUTION NO. 10-2013

Member Mrs. Kenny introduced and moved the adoption of the following resolution and Member Mr. Lee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF REVENUE REFUNDING BONDS (CORRECTIONAL FACILITY PROJECT, SERIES 2013)

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act")' and

WHEREAS, the Authority issued its $51,644,485.75 principal amount of Revenue Bonds (Correctional Facility Project, Series 1987) the "1987 Bonds") to finance the construction of a correctional facility (the "Correctional Facility") for the County, which 1987 Bonds were secured by a Lease and Agreement, dated as of June 15, 1987 between the County and the Authority (the "Agreement"); and

WHEREAS, the Authority refunded the 1987 Bonds with the Authority's $35,891,556.80 Revenue Refunding Bonds (Correctional Facility Project, Series 1992) (the "1992 Bonds") which were secured under the Agreement as amended and supplemented by a Consent and Amendment dated January 31, 1992 (the "First Consent", and together with the Agreement, the 'Amended Agreement:) ;and

WHEREAS, the County requested that the Authority restructure existing debt service and the County lease payments within the original useful life of the Correctional Facility; and

WHEREAS, the County, in accordance with Section 3.5 of the Amended Agreement and pursuant to a resolution adopted by the Board of Freeholders on May 29,2003 requested that the Authority issue Additional Bonds (as defined in the Amended Agreement) for the purpose of refunding the principal and interest payments of the 1993 Bonds coming due on June 15,2003; and

WHEREAS, the Authority issued its $5,100,000 Revenue Refunding Bonds, dated June 1, 2003 (the "2003 Bonds" and together with the 1987 Bonds and the 1992 Bonds, the "Prior Bonds"), to currently refund the principal and interest payments of the 1993 Bonds coming due on June 15, 2003; and

WHEREAS, the Authority has determined that it is in the best interest of the Authority and the County to undertake a refunding of the 2003 Bonds which will result in a debt service savings to the County and Authority (the "Refunding"); and

WHEREAS, the Authority plans to issue not to exceed $5,000,000 in Revenue Refunding Bonds (Correctional Facility Project, Series 2013) to refund all or a portion of the 2003 Bonds (the "Refunding Bonds"); and

WHEREAS, the County, in accordance with Section 3.5 of the Amended Agreement and pursuant to a resolution to be considered by the Board of Freeholders on February 21, 2013, are expected to request and consent to the Authority's issuance of Additional Bonds (as defined in the Amended Agreement) for the purpose of accomplishing a current refunding of the 2003 Bonds coming due on and after June 15, 2014; and

WHEREAS the Authority desires to use its best efforts to issue refunding Additional Bonds;

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

ARTICLE I
DEFINITION AND AUTHORITY

1.1. Definition. All terms defined in Section 101 of the Resolution Authorizing the Issuance of Revenue Bonds (Correctional Facility Project) of the Union County Improvement Authority, adopted by the members of the Authority on April 2, 1987, as amended and supplemented on May 14, 1987, June 25, 1987, October 30, 1991, January 8, 1992, April 24, 2002, May 14, 2003 and April 26, 2012 (the "General Resolution"), shall have the same meanings in this Supplemental Resolution as such terms are given in the General Resolution, unless the context shall otherwise require, the following terms shall have the following meaning in this Supplemental Resolution:

"Series 2013 Bonds" shall mean the Additional Bonds of the Authority of the Series authorized by this Supplemental Resolution and herein designated "Revenue Refunding Bonds (Correctional Facility Project, Series 2013)".

1.2 Authority for this Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the General Resolution.

ARTICLE II
AUTHORIZATION AND TERMS OF SERIES 2013 BOND

2.1. Authorization for Series 2013 Bonds; Principal Amount, Designation and Series. The Series 2013 Bonds are authorized to be issued pursuant to the provisions of the Act, the General Resolution and this Supplemental Resolution. The Series 2013 shall be issued in an aggregate principal amount not exceeding $5,000,000 and shall be designated "Revenue Refunding Bonds (Correctional Facility Project, Series 2013)".

2.2 Purposes. The Series 2013 Bonds shall be issued for the purposes of providing funds (A) to pay interest on the 2003 Bonds payable on the Interest Payment Date of June 15,2013 and to refund, on a current basis, the 2003 Bonds maturing on June 15, 2014 through June 15, 2023 (collectively, the "Refunded Bonds") at the redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, (B) to pay all or a portion of the costs and expenses incurred by the Authority in connection with the issuance of the Series 2013 Bonds and (C) to pay accrued interest, if any, on the Series 2013 Bonds from their dated date to their date of issuance. The proceeds of the Series 2013 Bonds shall be applied for the purposes stated in the preceding sentence in accordance with the terms of the General Resolution and this Supplemental Resolution.

2.3 Terms of the Series 2013 Bonds.

1. The Series 2013 Bonds shall be issued upon the terms and conditions and in the manner provided by the General Resolution, this Supplemental Resolution and a Certificate of an Authorized Officer of the Authority setting forth: (i) the authorized principal amount of the Series 2013 Bonds; (ii) the purposes for which such Series 2013 Bonds are being issued, which shall be one of the purposes set forth in this Supplemental Resolution and the General Resolution; (iii) the date and the maturity date or dates of the Series 2013 Bonds, provided that each maturity date shall fall upon either the first or fifteenth day of a month as determined in such certificate; (iv) the interest rate or rates of the Series 2013 Bonds and the initial Interest Payment Date therefor, provided that the interest rate or rate of the Series 2013 Bonds shall be identical for all such Series 2013 Bonds of like maturity; (v) the denomination of, and the manner of dating, numbering and lettering, the series 2013 Bonds, provided that such Series 2013 Bonds shall be in denominations of $5,000 or any integral multiple thereof; (vi) the Paying Agent or Paying Agents and the place of places of payment of the principal and Redemption Price, if any, of, and interest on, the Series 2013 Bonds, (vii) the Redemption Price or Prices, if any, and, subject to the provisions of this Supplemental Resolution, the redemption terms for the Series 2013 Bonds; (viii) the form of Series 2013 Bonds and of the Trustee's certificate of authentication, which shall be substantially in the form set forth herein with such variations, insertions or omissions as are appropriate and not inconsistent therewith; (ix) the provisions for the application of proceeds of the Series 2013 Bonds; and (x) upon the advice of the Authority's counsel and professional advisors and subject to the parameters set forth herein and the terms set forth in the Authority's application to the Local Finance Board filed with the Division of Local Government Services of the Department of Community affairs dated December 13, 2012 with respect to the Series 2013 Bonds, the addition to, deletion from or modification of any provision of this Supplemental Resolution, as originally adopted on February 6, 2013, and the General Resolution, the contents of which certificate may be incorporated in this Supplemental Resolution and the General Resolution without the compliance with any other provision herein or in the General Resolution. The Authorized Officer executing any such certificate shall report the substance of such certificate to the Authority at the Authority's next public meeting; provided, however, that the terms of such Supplemental Resolution or Certificate of an Authorized Officer shall be consistent with the provisions of the General Resolution, as supplemented and amended by this Supplemental Resolution.

2. The Bonds shall be dated, and shall bear interest from the dated date thereof, on the basis of a 360 day year consisting of twelve 30-day months, and shall be payable as to

principal and interest semiannually as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof

3. The Series 2013 Bonds shall bear interest at the rates per annum set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof, provided that the interest rate on the Series 2013 Bonds shall not exceed five per centum (5%) per annum.

4. The Series 2013 Bonds shall be issued in the denomination of $5,000 or any integral multiples of $5,000. Unless the Authority shall otherwise direct, the Series 2013 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter R and such other letter determined by the Trustee prefixed to the number. Subject to the provisions of this Supplemental Resolution and the General Resolution, the form of the Series 2013 Bonds and the Trustee's certificate or authentication shall be substantially in the form set forth in this Supplemental Resolution and the General Resolution.

5. The principal and Redemption Price of the Series 2013 Bonds shall be payable at the principal corporate trust office of the Trustee appointed pursuant to this Supplemental Resolution, or a subsequent resolution of the Authority. The principal and Redemption Price of all Series 2013 Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Trustee as permitted by this Supplemental Resolution and the General Resolution. Interest on the Series 2013 Bonds shall be payable by check or draft of the Paying Agent, mailed or transmitted, respectively, to the Holders thereof as the same appear as of the Record date on the books of the Authority maintained by the Trustee. However, so long as the Series 2013 Bonds are held in book-entry form pursuant to Section 2.5 hereof, the provisions of Section 2.5 shall govern the payments and principal and Redemption Price, if any, of, and interest on, the Series 2013 Bonds.

6. The Bonds may be subject to mandatory, extraordinary or optional redemption as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof in accordance with this Supplemental Resolution and General Resolution.

7. All other terms with respect to the Series 2013 Bonds shall be set forth in the General Resolution.

2.4. Execution and Authentication. The Series 2013 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairperson or Vice Chairperson and the corporate seal of the Authority or a facsimile thereof shall be impressed or imprinted on each 2013 Bonds and attested by the manual or facsimile signature of the Secretary. The Series 2013 Bonds shall bear thereon a certificate of authentication, in the form set forth in this Supplemental Resolution, executed manually by the Trustee. Only such Series 2013 Bonds as shall thereon such certificate or authentication shall be entitled to any right or benefit under this Supplemental Resolution and the General Resolution, and no Series 2013 Bond shall be valid or mandatory for any purpose until such certificate of authentication shall have been duly executed by and authorized Officer of the Trustee. Such certificate of the Trustee upon any Series 2013 Bond authenticated has been duly authenticated and delivered under this Supplemental Resolution and the General Resolution and that the Holder thereof is entitled to the benefits of this Supplemental Resolution and the General Resolution.

2.5 Book Entry System.

1. Except as provided in subparagraph 3 of Section 2.5, the registered holder of all of the Series 2013 Bonds shall be, and the Series 2013 Bonds shall be registered in the name of, Cede & Co., as nominee of DTC. Payment of semiannual interest for any Initial Bond shall be made by wire transfer to the account of Cede & Co. On the Interest Payment Date for the Series 2013 Bonds at the address indicated for Cede & Co., in the registry books of the Authority kept by the Applicable Trustee.

2. The Series Bonds shall be issued initially in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2013 Bonds. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the registry books of the Authority kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC. With respect to Series 2013 Bonds, registered in the registry books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, the Authority and any Fiduciary shall have no responsibility or obligation to any Participant or to any beneficial owner of such Series 2013 Bonds. Without limiting the immediately preceding sentence, the Authority and any Fiduciary shall have no responsibility or obligation with respect to (I) the accuracy of the records o DTC, Cede & Co. Or any participant with respect to any beneficial ownership interest in the Series 2013 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC or any notice with respect to the Series 2013 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Series 2013 Bonds. The Authority and any Fiduciary may treat as, and deem DTC to be; the absolute owner of each 2013 Bond for the purpose of payment of the principal or Redemption Price of, and interest on, each such Series 2013 Bond, for the purpose of giving notice of redemption and other matters with respect to such Series 2013 Bonds, for the purpose of registering transfers with respect to such Series 2013 Bonds and for all purposes whatsoever. The Applicable Paying Agent shall pay all principal or Redemption Price of, and interest on, the Series 2013 Bonds only to or upon the order of DTC, and all such payments hall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or Redemption Price of, and interest on, the Series 2013 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2013 Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of and interest on, the Series 2013 Bond pursuant to this Bond Resolution. Upon delivery by DTC to the Applicable Trustee of written notice to the effect that DTC has determined to a substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the terms "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2002 Bonds at any time by giving written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2013 Bonds if the Authority

determines, and shall terminate the services of DTC with respect to the Series 2013 Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2013 Bonds to the effect that: (I) DTC is unable to discharge its responsibilities with respect to the Series 2013 Bonds be registered in the registrants books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2013 Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2013 Bonds pursuant to subsection 2.5(3)(b) (ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2013 Bonds pursuant to subsection 2.5(3)(a) or subsection 2.5(3)(b)(I) hereof, after which no substitute securities depository willing ti undertake the functions of DTC hereunder can be found, which, in the opinion of the Authority, is willing and able to undertake such functions upo9n reasonable and customary terms, the Series 2013 Bonds shall no longer be restricted to being registered in the registration books kept by the Applicable Trustee in the name of Cede & Co. As nominee of DTC, but my registered in whatever name or names Bondholders transferring or exchanging Series 2013 Bonds shall designate, in accordance with the provisions of Article II hereof.

4. Notwithstanding any other provisions of this Bond Resolution to the contrary, as long as any Series 2013 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Series 2013 Bond and all notices with respect to such Series 2013 Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Authority and the Applicable Trustee addressed to DTC with respect to the Series 2013 Bonds.

5. In connection with any notice or other communication to be provided to Bondholders pursuant to this Supplemental Resolution and the General Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

ARTICLE III
BOND FORM

3.1. Form of 2013 Bonds, Trustee's Authentication Certificate. Subject to the provisions of this General Resolution, the form of the Series 2013 Bonds, with any appropriate changes as set forth in any supplemental resolution and the Trustee's certificate of authentication shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
*No. R*_____ **COUNTY OF UNION** **$**_____
THE UNION COUNTY IMPROVEMENT AUTHORITY

REVENUE REFUNDING BONDS
(CORRECTIONAL FACILITY PROJECT 2013)

Interest Rate	Maturity Date	Dated Date	Cusip No.
_____%	_____20__	_____2013	___

Registered Owner CEDE & Co.

Principal Sum: _____($_____)**.....Dollars**

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey (the "State"), including the county improvement authorities law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on _____ __and _____in each year, commencing _____, until the Authority's obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date stated hereon on such Principal Sum by check or draft of the Paying Agent mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month preceding the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee. However, so long as the Bonds (as hereinafter defined) are held in book entry form pursuant to the Bond Resolution (as hereinafter defined), the provisions of the Bond Resolution governing such book entry form shall govern repayment of principal or Redemption Price and interest of the Bonds.

The terms and provisions of this bond and definitions of certain terms used herein may be continued on these following pages of this bond and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth on the first

page of this bond.

This bond is one of a duly authorized Series of Bonds of the Authority designated "Revenue Refunding Bonds (Correctional Facility Project, Series 2013), in the aggregate principal amount of not to exceed $5,000,000 issued under and in full compliance with the Constitution and statutes of the State, including the Act, and under and pursuant to a resolution authorizing the Series 2013 Bonds adopted by the Board of the Authority on April 2, 1987 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF REVENUE BONDS (CORRECTIONAL FACILITY PROJECT) OF THE UNION COUNTY IMPROVEMENT AUTHORITY" as amended and supplemented on May 14, 1987, June 25, 1987, October 30, 1991, January 8, 1992, April 24, 2002, May 14, 2003 and April 26, 2012 (collectively the "General Resolution"), as further supplemented and amended by a resolution adopted on February 6, 2013, entitled "Supplemental Resolution Authorizing the Issuance or Revenue Refunding Bonds (Correctional Facility Project, Series 2013)" and amended and supplemented by the "Supplemental Certificate of an Authorized Officer of the Authority pursuant to Section 2.3(1) of the Resolution" dated _____, 2013 (together with any further amendments thereof or supplements therefor herein collectively called the "Bond Resolution").

All capitalized terms not defined herein or in the attachments hereto shall have the meanings set forth in the Bond Resolution as if fully set forth herein.

As provided in the Bond Resolution, the Bonds, and all other Bonds issued on a parity with the Bonds under the Bond Resolution (herein collectively called the "Bonds"), are direct and special obligations of the Authority payable solely from and secured as payment of the principal or Redemption Price and interest thereon, in accordance with their terms and the provisions of the Bond Resolution solely by the Trust Estate, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

Copies of the Bond Resolution are on file at the office of the Authority and at the above mentioned office of the Trustee, and reference is hereby made to the Act and to the Bond Resolution including any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement or such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security under the Bond Resolution and for the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Authority under the Bond Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Trustee.

As provided in the Bond Resolution, Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Bond Resolution provided. The aggregate principal amount of Bonds which may be issued under the Bond Resolution is not limited, and all Bonds issued and to be issued under the Bond Resolution

are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution.

To the extent and in the manner permitted by the terms of the Bond Resolution, the provisions of the Bond Resolution, including any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Authority, (I) without the consent of the Bondholders as provided in the Bond Resolution or (ii) with the written consent of the holders of at least two-thirds (2/3) in principal amount of the Bonds Outstanding under the Bond Resolution at the time such consent is given, and, in case less than all of the several Series of Bonds then Outstanding are affected thereby, two-thirds (2/3) in principal amount of the Bonds so affected and outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain outstanding under the Bond Resolution, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of the Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee, as bond registrar, duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new fully registered bond or Bonds in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price of, and interest due hereon, and for all other purposes.

The Bonds shall be subject to redemption prior to their stated maturities thereof in accordance with the terms of the Bond Resolution.

The Bonds are payable upon redemption at the above mentioned office of the Paying Agent Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date then from and after the redemption date interest

on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

The principal or Redemption Price and interest of the Bonds are payable by the Authority solely from the Trust Estate and neither the State, the County, the City (except to the extent of payments under the Lease, which shall not secure the payment of any redemption premium), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any or interest of this bond and the issue of which it is one and neither the full faith and credit nor the taxing power of the State, the County or any political subdivision thereof, including the Authority (which has no taxing power) is pledged to the payment of the principal or Redemption Price of, or interest on, this bond or the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond exist, have happened and have been performed and that the Series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the laws of the State, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Bond Resolution nor be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, The Union County Improvement Authority has caused this bond to be executed in its name and on behalf by the manual or facsimile signature of its Chairman or Vice Chairman, and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date hereof.

THE UNION COUNTY IMPROVEMENT AUTHORITY

By:_____
Chairman or Vice Chairman

(SEAL)
Attest:

By:_____
Secretary or Assistant Secretary

FORM OF CERTIFICATE OF AUTHENTICATION ON SERIES 2013 BONDS
TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2013 issued pursuant to the within mentioned Bond Resolution.

_____
as Trustee
Bonds delivered

BY:_____
Authorized Signatory

The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to laws or regulations (additional abbreviations may also be used not in the following list)

- as tenants in common
- as tenant by the
- entireties (Oust)

as joint tenants with right or survivorship an not as tenants in common
UNIF GIFT MIN ACT
____Custodian_____
(Minor)
under Uniform Gifts to
Minor Act
(State)
ASSIGNMENT
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _____
FOR VALUE RECEIVED The undersigned hereby sells, assigns and transfers unto
(Please Print or Typewrite Name and Address of Transferee)
the within bond, and all rights thereunder and hereby irrevocably constitutes and appoints Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

_____
Signature Guaranty:

NOTICE: Signature(s) • must be guaranteed by an approved eligible guarantor institution which is a City in a Securities Transfer Association

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatsoever.

ARTICLE IV
GENERAL COVENANTS

4.1 Payment of Bonds: Special Obligations of Authority. The Authority shall pay or cause to be paid the principal or Redemption Price, if any, and interest of the Series 2013 Bonds on the date, at the place and in the manner provided in this Supplemental Resolution and in the Series 2013 Bonds, according to the true intent and meaning thereof; provided, however, that the Series 20102 Bonds are special obligations of the Authority, the principal or Redemption Price of and interest on which are payable solely from the Trust Estate. The Series 2013 Bonds shall not be payable from the general fund of the Authority and shall not constitute a legal or equitable pledge of, or lien or encumbrance upon, any of the assets or property of the Authority (other than the Trust Estate) or upon any of its income, receipts or revenues, except as provided in the General Resolution and this Supplemental Resolution. The full faith and credit of the Authority are not pledged, either expressly or by implication, to the payment of the Series 2013 Bonds. The Authority has no taxing power and has no claim on any revenues or receipts of the State or the County (except as expressly provided in the Agreement regarding Lease Payments) or any agency or political subdivision thereof.

4.2 Observance and Performance of Duties, Covenants, Obligations and Agreements: Representations as to Authorization and Validity of the Series 2013 Bonds. The Authority shall faithfully observe and perform at all times all of its duties, covenants, obligations and agreements contained in the General Resolution and this Supplemental Resolution or in any Series 2013 Bonds executed, authenticated and delivered under this Supplemental Resolution or in any proceedings of the Authority pertaining thereto. The Authority represents and covenants that: (i) it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2013 Bonds, to pledge the Trust Estate in the manner and to the extent set forth in this General Resolution and this Supplemental Resolution; (ii) all action on its part for the issuance of the Series 2013 Bonds will be duly and effectively taken; and (iii) the Series 2013 Bonds in the hands of the Holders thereof will be valid and binding special obligations of the Authority enforceable according to their terms.

4.3 Further Assurance. The Authority will pass, make, do, execute, acknowledge and deliver any and all such further resolutions, indentures, actions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Supplemental Resolution and for the better assuring and confirming unto the Holders of the Series 2013 Bonds the rights and benefits provided in the General Resolution and this Supplemental Resolution.

4.4 Tax Covenants.

1. In connection with the issuance of the Series 2013 Bonds an Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority (i) the Tax Certificate and (ii) any similar documents relating to the characterization of the Series 2013 Bonds are not being "arbitrage bonds" within the meaning of Sections 103(a) (2) and 148 of the Code.

2. The Authority will make no use of the proceeds of the Series 2013 Bonds which would cause the Series 2013 Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code; and the Authority will direct the Trustee and all officers having custody or control of the proceeds of the Series 2013 Bonds, throughout the term of the Bonds, to comply with applicable

requirements of Section 148(a) of the Code and Treasury Regulations §1.148-1 through §1.148-10, to extent applicable to the Series 2013 Bonds, so that none of the Series 2013 Bonds will be or become an arbitrage bond; provided that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations

3. The Authority covenants that it shall require that neither the County, or any member of the same controlled group (within the meaning of the Treasury Regulations §1.150-1(e)) as the County, shall purchase the Series 2013 Bonds pursuant to an arrangement, formal or informal, in an amount related to the amount of the obligations acquired under the program from such persons by the Authority.

4. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds, the Authority shall comply with the provisions of the Code applicable to the Series 2013 Bonds, including without limitation the provisions of the Code relating to computation of the yield on investments of the Gross Proceeds (as defined in the Letter of Instructions) of the Series 2013 Bonds, reporting of earnings on the Gross Proceeds of the Series 2013 Bonds, and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Letter of Instructions, to be delivered by Bond Counsel at the time the Bonds are issued, as to compliance with the Code with respect to the Series 2013 Bonds, as such letter may be amended from time to time, as a source of guidance for compliance with the Code.

5. The Authority shall not take or permit any action or fail to take any action which would cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code or cause the interest on the Series 2013 Bonds to be treated as an item of tax preference under Section 57 of the Code.

6. Notwithstanding any other provision of the General Resolution or this Supplemental Resolution to the contrary, the covenants contained in this Section shall survive the payment of the Series 2013 Bonds and the interest thereon, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds.

ARTICLE V
MISCELLANEOUS

5.1. Preliminary Official Statement. (a). The Chairperson of the Authority is hereby authorized to execute a certificate addressed to the underwriters of the Series Bonds stating that the preliminary official statement to be prepared by the Authority with respect to the Series 2013 Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Preliminary Official Statement to be prepared in connection with the Series 2013 Bonds is hereby authorized, subject to review and approval of the final form thereof by the Chairperson and/or Executive Director of the Authority and the distribution of the Preliminary Official Statement is connection with the pricing of the Series 2013 Bonds is hereby authorized The Chairperson, Executive Director and/or such other appropriate officials of the Authority as necessary or hereby authorized to prepare the final Official Statement in connection with the issuance of the Series 2013 Bonds in substantially the form in conjunction herewith or with such other changes as approved by Bond Counsel and the Chairperson, Executive Director and/or such

other appropriate officials of the Authority, to be used by the Underwriter in connection with the sale of the bonds. The Chairperson, Executive Director and/or such other appropriate officials of the Authority are authorized to execute any certificates necessary in connection with the distribution of the Official Statement,.

5.2. The Chairperson, Executive Director and/or such other appropriate officials of the Authority are hereby authorized and directed to do any and all acts, and to make, execute and deliver any and all certificates, documents, and instruments, deemed necessary or useful and convenient by the, subject to the advice of Bond Counsel to the Authority, in furtherance of the issuance of the Series 2013 Bonds and the uses of the proceeds thereof and other related transactions.

5.3. Underwrite and Purchase Agreement. The Series 2013 Bonds are hereby authorized to be sold to NW Capital Markets, Inc., as the Underwriter (the "Underwriter") at the purchase price to be stated in the Contract of Purchase (the "Purchaser Contract"), which shall not exceed $5,000,000 plus accrued interest, and at an interest rate not to exceed 5.00%. The Chairperson and/or Executive Director are hereby authorized to execute the Purchase Agreement in accordance with the terms of this Supplemental Resolution.

5.4. Trustee/Paying Agent/Registrar/Escrow Agent. The Authority shall appoint the Trustee, Paying Agent, Registrar, and Escrow Agent by separate resolution of the Authority.

5.5 Severability of Invalid Provisions. If any one or more of the provisions contained in this Supplemental Resolution or in the Series 2013 Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Supplemental Resolution or in the Series 2013 Bonds and such invalidity, illegality or enforce ability shall not affect any other provision of this Supplemental Resolution, and this Supplemental Resolution shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Supplemental Resolution and each and every section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Series 2013 Bonds pursuant thereto irrespective of the fact that any one of more sections, paragraphs, sentences, clauses or phrases of this Supplemental Resolution may be held illegal, invalid or unforceable.

5.6. Effective Date. This Supplemental Resolution shall take effect immediately upon adoption.

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **SUPPLEMENTAL RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF REVENUE REFUNDING BONDS (CORRECTIONAL FACILITY PROJECT, SERIES 2013)** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
JOHN SALERNO, Secretary

Dated: February 6, 2013

[SEAL]

RESOLUTION NO. 11-2013

Member Meskunas introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS, SERIES 2013 (CITY OF LINDEN FIREHOUSE PROJECT) AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY

WHEREAS, The UNION COUNTY IMPROVEMENT AUTHORITY (together with any successor thereto, the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders together with any successor legislative body, the ("Board of Freeholders") of the County of Union, State of New Jersey (together with any successor thereto, the "County") duly adopted as a public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Authority is authorized by law, specifically Section 11of the Act (N.J.S.A.40:37A-54(a)), to provide public facilities for the use of the City of Linden (the "City"), including, without limitation, the provision for the acquisition of land (the "New Property") for and the demolition, construction and renovation, as applicable, of four firehouses and a 911 call center and the acquisition and installation of equipment and fixtures therefore (as more particularly described in Exhibit A to the hereinafter defined Lease Agreement, the "Facility") located in the City of Linden, New Jersey;

WHEREAS, pursuant to the Act, specifically Section 35 thereof(N.J.S.A. 40:37A-78), the Authority is authorized to enter into and perform any lease or other agreement with the City for the lease to or use by the City of all or any part of any public facility or facilities as determined in Section 11 of the Act (N.J.S.A. 40:37A-54);

WHEREAS, the Authority financed the acquisition of the New Property and the construction and/or renovation of the Facility and the acquisition and installation of equipment and fixtures therefore upon the New Property and certain real property owned by the City (the "Existing Property" and together with the New Property, the "Property") (collectively, the "Initial Project") through the issuance of its City of Linden General Obligation Lease Revenue Bonds, Series 2005 (City of Linden Firehouses Project) (the "Initial Bonds" or the "Series 2005 Bonds");

WHEREAS, the City has leased the Existing Property to the Authority pursuant to the Lease Agreement;

WHEREAS, the Authority has acquired the New Property from the owner thereof;

WHEREAS, in accordance with N.J.S.A. 40:37A-78, the Authority has leased the Initial Project to the City pursuant to the terms of that certain "Lease Purchase Agreement (City of Linden Firehouses Project)" dated as of February 1, 2006 between the Authority and the City (the "Lease Agreement");

WHEREAS, the City and the Authority entered into that certain Interlocal Services Agreement dated May 18, 2005, as amended (collectively, the "Interlocal Services Agreement"), which sets forth certain duties of the City and the Authority with respect to, among other things, the development, financing and implementation of the Initial Project;

WHEREAS, during the term of the Lease Agreement, title to the Initial Project will reside with the Authority;

WHEREAS, immediately prior to the expiration of the term of the Lease Agreement, the City will purchase all of the Authority's right, title and interest in and to the Initial Project for a nominal fee;

WHEREAS, the Initial Bonds were issued pursuant to the terms of the Act, other applicable law and a "Resolution Authorizing the Issuance of City of Linden General Obligation Lease Revenue Bonds (City of Linden Firehouses Project) and Additional Bonds of the Union County Improvement Authority", adopted November 2, 2005, as amended and supplemented, including specifically as be supplemented and amended by a Certificate of the Executive Director dated February 9, 2006 in accordance with Section 2.02(1)(e) thereof (the "Bond Resolution");

WHEREAS, the proceeds of the Initial Bonds were applied to the payment of the (a) costs of the acquisition of the New Property, (b) costs of the demolition, construction and renovation, as applicable, of four fire stations and the 911 call center located on the Property in the City, (c) costs of the acquisition and installation of equipment and fixtures for the four fire stations and 911 call center, (d) costs of issuing the Initial Bonds, (e) capitalized interest, if any, on the Initial Bonds and (f) any other costs set forth in the Bond Resolution;

WHEREAS, the principal of, redemption premium, if any, and the interest on the Initial Bonds is secured by general obligation lease payments of the City under the Lease Agreement in scheduled lease payment amounts sufficient to pay in a timely manner the principal and redemption premium, if any, of and the interest on the Initial Bonds, pursuant to the terms of which Lease Agreement the City shall be obligated, if necessary, to make such lease payments from the levy of *ad valorem* taxes upon all of the taxable property within the City, without limitation as to rate or amount;

WHEREAS, the principal of and the interest on the Initial Bonds is also secured by a guaranty of the City (the "Guaranty") adopted by ordinance of the City, which Guaranty shall provide for payments in amounts sufficient to pay in a timely manner the principal of and the interest on the Initial Bonds, and Additional Bonds issued under the Bond Resolution as supplemented and amended, pursuant to the terms of which Guaranty the City shall be obligated, if necessary, to make such guaranty payments from the levy of *ad valorem* taxes upon all of the taxable property within the City, without limitation as to rate or amount;

WHEREAS, the Authority has determined that it is in the best interest of the Authority, the City to undertake a refunding of the Initial Bonds which will result in a debt service savings to the City and Authority (the "Refunding");

WHEREAS, the Authority plans to issue not to exceed $19,540,000 in Lease Revenue Refunding Bonds, Series 2013 (City of Plainfield-Park Madison Redevelopment Project) to refund all or a portion of the Initial Bonds (the "Refunding Bonds");

WHEREAS, pursuant to the terms of the Lease Agreement, the City will enter into that certain "Continuing Disclosure Agreement" with the Authority and the bond trustee to be appointed by the Authority (the "Trustee") dated as of the first day of the month of issuance of the Initial Bonds (the "Continuing Disclosure Agreement") in order to satisfy the secondary market disclosure requirements of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended and supplemented;

WHEREAS, the Authority and the City will enter into that certain "Supplemental Lease Purchase Agreement (City of Linden Firehouses Project)" (the "Supplemental Lease Agreement");

WHEREAS, in accordance with Section 13 of the Act (N.J.S.A. 40:37A-56), prior to the issuance of the Refunding Bonds the Authority shall make a detailed report of the refunding and the financing to the Board of Freeholders, which report shall include, without limitation, this Supplemental Bond Resolution, the Refunding Bonds, the Supplemental Lease Agreement, the Guaranty, the Interlocal Services Agreement and the Continuing Disclosure Agreement (collectively, the "Financing Documents");

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the City; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the Authority or the City: and

NOW THEREFORE, BE IT RESOLVED by the governing body of the Authority as follows:

ARTICLE I
DEFINITIONS

1.01. All terms defined in Section 1.01 of the Bond Resolution of the Union County Improvement Authority authorizing the issuance of its City of Linden General Obligation Lease Revenue Bonds, Series 2005 (City of Linden Firehouses Project) adopted by the members of the Authority on November 2, 2005, as amended by a Certificate of the Executive Director dated February 9, 2006 (the "Bond Resolution"), shall have the same meanings in this Supplemental Resolution as such terms are given in the Bond Resolution, unless the context shall otherwise require.

Terms used in this Supplemental Bond Resolution and not otherwise defined herein or in the Bond Resolution shall have the meaning assigned to them in the Lease Agreement, as amended and supplemented.

The following terms shall have the following meaning in this Supplemental Resolution:

1. The following terms set forth in this Supplemental Bond Resolution shall have the meanings specified in the recitals hereto:

Act
Authority
Board of Freeholders
Bond Resolution
City
Continuing Disclosure Agreement
County
Existing Property
Facility
Financing Documents
Guaranty
Initial Bond Resolution
Initial Bonds
Initial Project
Interlocal Services Agreement
Lease Agreement
New Property
Property
Refunding
Refunding Bonds
Retail Project
SEC
State
Series 2005 Bonds
Supplemental Lease Agreement
Trustee

2. In addition, the following terms shall have the meanings ascribed to such terms in the Lease Agreement:

Lease Payment
Lease Revenues
Lessee
Lessor

3. In addition, as used in this Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

"Administrative Fee" shall mean, (i) for the Refunding Bonds, (a) $50,000 initial administrative fee payable at closing plus (b) for the Refunding Bonds only, .0005 of the par

amount of the Refunding Bonds, payable to the Authority from a portion of the proceeds of the Refunding Bonds that have been deposited in the Costs of Issuance Account of the Administrative Fund pursuant to Section 2.03 hereof to pay the Administrative Fee, plus the Administrative Fee for the first Bond Year, (c) for all Bond Years thereafter, a sum of money equal to .0005 of the Outstanding Bonds calculated on an annual basis, with a minimum annual fee of not less than $2,500 payable by the City to the Trustee on the Lease Payment date immediately preceding the first day of any payment, and (ii) for all Bonds other than the Initial Bonds, a sum of money as determined by any supplemental resolution.

"Administrative Fund" shall mean the Fund so designated and established by Article V hereof.

"Series 2013 Bonds" shall mean the Refunding Bonds, being Additional Bonds of the Authority of the Series authorized by this Supplemental Resolution and herein designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (City of Linden Firehouses Project)".

1.02. Rules of Interpretation. For all purposes of this Supplemental Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Supplemental Bond Resolution" means this instrument as originally adopted and as it may be supplemented, modified or amended from time to time by any supplemental resolution or the Certificate of an authorized officer of the Authority executed and delivery pursuant to Section 2.02(1) (e) of the Bond Resolution, unless in the case of any one or more supplemental Resolutions the context requires otherwise.

(b) The words "herein", "hereof", "hereunder" and "herewith" and other words of similar import refer to this Supplemental Bond Resolution as a whole and not to any particular Article, Section or other subdivision
hereof.

(c) The terms defined in this Supplemental Bond Resolution include the plural as well as the singular.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(e) The table of contents and the headings or captions used in this Supplemental Bond Resolution are for convenience of reference only and shall not define, limit or prescribe any of the provisions hereof or the scope or intent hereof.

1.03. Authority for this Supplemental Bond Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Bond Resolution.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization for Series 2013 Bonds; Principal Amount, Designation and Series. The Series 2013 Bonds are authorized to be issued pursuant to the provisions of the Act, the Bond Resolution and this Supplemental Bond Resolution. The Series 2013 shall be issued in an aggregate principal amount not exceeding $19,540,000 and shall be designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (City of Linden Firehouses Project)".

2.2 Purposes. The Series 2013 Bonds shall be issued for the purposes of providing funds (A) to pay interest on the Refunded Bonds payable on the Interest Payment Dates subsequent to the issuance of the Series 2013 Bonds until redemption and to refund the principal amount of the Refunded Bonds maturing on or after September 1, 2017 at the redemption price of 100% of the principal amount thereof, (B) to pay all or a portion of the costs and expenses incurred by the Authority in connection with the issuance of the Series 2013 Bonds and (C) to pay accrued interest, if any, on the Series 2013 Bonds from their dated date to their date of issuance. The proceeds of the Series 2013 Bonds shall be applied for the purposes stated in the preceding sentence in accordance with the terms of the Bond Resolution and this Supplemental Bond Resolution.

2.3 Terms of the Series 2013 Bonds.

1. The Series 2013 Bonds shall be issued upon the terms and conditions and in the manner provided by the Bond Resolution, this Supplemental Bond Resolution and a Certificate of an Authorized Officer of the Authority setting forth: (i) the authorized principal amount of the Series 2013 Bonds; (ii) the purposes for which such Series 2013 Bonds are being issued, which shall be one of the purposes set forth in this Supplemental Bond Resolution and the Bond Resolution; (iii) the date and the maturity date or dates of the Series 2013 Bonds, provided that each maturity date shall fall upon either the first or fifteenth day of a month as determined in such certificate; (iv) the interest rate or rates of the Series 2013 Bonds and the initial Interest Payment Date therefor, provided that the interest rate or rate of the Series 2013 Bonds shall be identical for all such Series 2013 Bonds of like maturity; (v) the denomination of, and the manner of dating, numbering and lettering, the series 2013 Bonds, provided that such Series 2013 Bonds shall be in denominations of $5,000 or any integral multiple thereof; (vi) the Paying Agent or Paying Agents and the place of places of payment of the principal and Redemption Price, if any, of, and interest on, the Series 2013 Bonds, (vii) the Redemption Price or Prices, if any, and, subject to the provisions of this Supplemental Resolution, the redemption terms for the Series 2013 Bonds; (viii) the form of Series 2013 Bonds and of the Trustee's certificate of authentication, which shall be substantially in the form set forth herein with such variations, insertions or omissions as are appropriate and not inconsistent therewith; (ix) the provisions for the application of proceeds of the Series 2013 Bonds; and (x) upon the advice of the Authority's counsel and professional advisors and subject to the parameters set forth herein and the terms set forth in the Authority's application to the Local Finance Board filed with the Division of Local Government Services of the Department of Community affairs dated December 13, 2012 with respect to the Series 2012 Bonds, the addition to, deletion from or modification of any provision of this Supplemental Bond Resolution, as originally adopted on February 6, 2013, and the Bond Resolution, the contents of which certificate may be incorporated in this Supplemental Bond Resolution and the Bond Resolution without the compliance with any other provision herein or

in the Bond Resolution. The Authorized Officer executing any such certificate shall report the substance of such certificate to the Authority at the Authority's next public meeting; provided, however, that the terms of such Supplemental Bond Resolution or Certificate of an Authorized Officer shall be consistent with the provisions of the Bond Resolution, as supplemented and amended by this Supplemental Bond Resolution.

2. The Series 2013 Bonds shall be dated, and shall bear interest from the dated date thereof, on the basis of a 360 day year consisting of twelve 30-day months, and shall be payable as to principal and interest semiannually as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof

3. The Series 2013 Bonds shall bear interest at the rates per annum set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof, provided that the interest rate on the Series 2013 Bonds shall not exceed seven per centum (7%) per annum.

4. The Series 2013 Bonds shall be issued in the denomination of $5,000 or any integral multiples of $5,000. Unless the Authority shall otherwise direct, the Series 2013 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter R and such other letter determined by the Trustee prefixed to the number. Subject to the provisions of this Supplemental Bond Resolution and the Bond Resolution, the form of the Series 2013 Bonds and the Trustee's certificate or authentication shall be substantially in the form set forth in this Supplemental Bond Resolution and the Bond Resolution.

5. The principal and Redemption Price of the Series 2013 Bonds shall be payable at the principal corporate trust office of the Trustee appointed pursuant to this Supplemental Bond Resolution, or a subsequent resolution of the Authority. The principal and Redemption Price of all Series 2013 Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Trustee as permitted by this Supplemental Bond Resolution and the Bond Resolution. Interest on the Series 2013 Bonds shall be payable by check or draft of the Paying Agent, mailed or transmitted, respectively, to the Holders thereof as the same appear as of the Record date on the books of the Authority maintained by the Trustee. However, so long as the Series 2013 Bonds are held in book-entry form pursuant to Section 2.5 hereof, the provisions of Section 2.5 shall govern the payments and principal and Redemption Price, if any, of, and interest on, the Series 2012 Bonds.

6. The Bonds may be subject to mandatory, extraordinary or optional redemption as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof in accordance with this Supplemental Bond Resolution and Bond Resolution.

7. All other terms with respect to the Series 2013 Bonds shall be set forth in the Bond Resolution.

2.4. Execution and Authentication. The Series 2013 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairperson or Vice Chairperson and the corporate seal of the Authority or a facsimile thereof shall be impressed or imprinted on each Series 2013 Bonds and attested by the manual or facsimile signature of the Secretary. The Series 2013 Bonds shall bear thereon a certificate of authentication, in the form set forth in this Supplemental Resolution, executed manually by the Trustee. Only such Series 2013 Bonds as shall thereon such certificate or authentication shall be entitled to any right or

benefit under this Supplemental Bond Resolution and the Bond Resolution, and no Series 2013 Bond shall be valid or mandatory for any purpose until such certificate of authentication shall have been duly executed by and authorized Officer of the Trustee. Such certificate of the Trustee upon any Series 2013 Bond authenticated has been duly authenticated and delivered under this Supplemental Bond Resolution and the Bond Resolution and that the Holder thereof is entitled to the benefits of this Supplemental Bond Resolution and the Bond Resolution.

2.5 Book Entry System.

1. Except as provided in subparagraph 3 of Section 2.5, the registered holder of all of the Series 2013 Bonds shall be, and the Series 2013 Bonds shall be registered in the name of, Cede & Co., as nominee of DTC. Payment of semiannual interest for any Initial Bond shall be made by wire transfer to the account of Cede & Co. On the Interest Payment Date for the Series 2013 Bonds at the address indicated for Cede & Co., in the registry books of the Authority kept by the Applicable Trustee.

2. The Series Bonds shall be issued initially in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2013 Bonds. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the registry books of the Authority kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC. With respect to Series 2013 Bonds, registered in the registry books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, the Authority and any Fiduciary shall have no responsibility or obligation to any Participant or to any beneficial owner of such Series 2013 Bonds. Without limiting the immediately preceding sentence, the Authority and any Fiduciary shall have no responsibility or obligation with respect to (I) the accuracy of the records o DTC, Cede & Co. Or any participant with respect to any beneficial ownership interest in the Series 2013 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC or any notice with respect to the Series 2013 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Series 2013 Bonds. The Authority and any Fiduciary may treat as, and deem DTC to be; the absolute owner of each 2013 Bond for the purpose of payment of the principal or Redemption Price of, and interest on, each such Series 2013 Bond, for the purpose of giving notice of redemption and other matters with respect to such Series 2013 Bonds, for the purpose of registering transfers with respect to such Series 2013 Bonds and for all purposes whatsoever. The Applicable Paying Agent shall pay all principal or Redemption Price of, and interest on, the Series 2013 Bonds only to or upon the order of DTC, and all such payments hall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or Redemption Price of, and interest on, the Series 2013 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2013 Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of and interest on, the Series 2013 Bond pursuant to this Bond Resolution. Upon delivery by DTC to the Applicable Trustee of written notice to the effect that DTC has determined to a substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the terms "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2013 Bonds at any time by giving written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2013 Bonds if the Authority determines, and shall terminate the services of DTC with respect to the Series 2013 Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2013 Bonds to the effect that: (I) DTC is unable to discharge its responsibilities with respect to the Series 2013 Bonds be registered in the registrants books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2013 Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2013 Bonds pursuant to subsection 2.5(3)(b) (ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2013 Bonds pursuant to subsection 2.5(3)(a) or subsection 2.5(3)(b)(i) hereof, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found, which, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, the Series 2013 Bonds shall no longer be restricted to being registered in the registration books kept by the Applicable Trustee in the name of Cede & Co. As nominee of DTC, but my registered in whatever name or names Bondholders transferring or exchanging Series 2013 Bonds shall designate, in accordance with the provisions of Article II hereof.

4. Notwithstanding any other provisions of this Bond Resolution to the contrary, as long as any Series 2013 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Series 2013 Bond and all notices with respect to such Series 2013 Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Authority and the Applicable Trustee addressed to DTC with respect to the Series 2013 Bonds.

5. In connection with any notice or other communication to be provided to Bondholders pursuant to this Supplemental Bond Resolution and the Bond Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

ARTICLE III
BOND FORM

3.01. Form of Bonds, Applicable Trustee's Authentication Certificate. Subject to the provisions of this Bond Resolution, the form of the Refunding Bonds and any other Series of Bonds designated by this Supplemental Bond Resolution, with any appropriate changes as set forth in any Supplemental Resolution and the Applicable Trustee's certificate of authentication shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
*No. R*_____ **COUNTY OF UNION** $_____
THE UNION COUNTY IMPROVEMENT AUTHORITY

City Of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (City Of Linden Firehouses Project)

Interest Rate	Maturity Date	Dated Date	Cusip No.
_____%	_____20__	_____2013	___

Registered Owner CEDE & Co.

Principal Sum: _____($_____)..... **Dollars**

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey (the "State"), including the county improvement authorities law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on _____ __and _____in each year, commencing _____, until the Authority's obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date stated hereon on such Principal Sum by check or draft of the Paying Agent mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month preceding the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee. However, so long as the Bonds (as hereinafter defined) are held in book entry form pursuant to the Bond Resolution (as hereinafter defined), the provisions of the Bond Resolution governing such book entry form shall govern repayment of principal or Redemption Price and interest of the Bonds.

The terms and provisions of this bond and definitions of certain terms used herein may be continued on these following pages of this bond and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth on the first page of this bond.

This bond is one of a duly authorized Series of Bonds of the Authority designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (City of Linden Firehouses Project)", in the aggregate principal amount of not to exceed $_____ issued under and in full compliance with the Constitution and statutes of the State, including the Act, and under and pursuant to a resolution authorizing the Series 2013 Bonds adopted by the Board of the Authority on November 2, 2005 entitled "Resolution Authorizing the Issuance of City of Linden General Obligation Lease Revenue Bonds (City of Linden Firehouses Project) and Additional Bonds of the Union County Improvement Authority", adopted November 2, 2005, as amended and supplemented, including specifically as supplemented and amended by a

Certificate of the Executive Director dated February 9, 2006 in accordance with Section 2.02(1)(e) thereof, as further supplemented and amended by a Supplemental Bond Resolution adopted February__, 2013 entitled: "Resolution Authorizing The Issuance Of Lease Revenue Refunding Bonds, Series 2013 (City Of Linden Firehouse Project) And Additional Bonds Of The Union County Improvement Authority", as amended and supplemented, including specifically as supplemented and amended by a Certificate of the Executive Director dated the date of issuance of the Bonds in accordance with Section 2.02(1)(e) (together with any further amendments thereof or supplements therefor herein collectively called the "Bond Resolution").

All capitalized terms not defined herein or in the attachments hereto shall have the meanings set forth in the Bond Resolution as if fully set forth herein.

As provided in the Bond Resolution, the Bonds, and all other Bonds issued on a parity with the Bonds under the Bond Resolution (herein collectively called the "Bonds"), are direct and special obligations of the Authority payable solely from and secured as payment of the principal or Redemption Price and interest thereon, in accordance with their terms and the provisions of the Bond Resolution solely by the Trust Estate, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

Copies of the Bond Resolution are on file at the office of the Authority and at the above mentioned office of the Trustee, and reference is hereby made to the Act and to the Bond Resolution including any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement or such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security under the Bond Resolution and for the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Authority under the Bond Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Trustee.

As provided in the Bond Resolution, Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Bond Resolution provided. The aggregate principal amount of Bonds which may be issued under the Bond Resolution is not limited, and all Bonds issued and to be issued under the Bond Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution.

To the extent and in the manner permitted by the terms of the Bond Resolution, the provisions of the Bond Resolution, including any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Authority, (i) without the consent of the Bondholders as provided in the Bond Resolution or (ii) with the written consent of the holders of at least two-thirds (2/3) in principal amount of the Bonds Outstanding under the Bond Resolution at the time such consent is given, and, in case less than all of the several Series of Bonds then Outstanding are affected thereby, two-thirds (2/3) in principal amount of the Bonds so affected and outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain outstanding

under the Bond Resolution, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of the Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee, as bond registrar, duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new fully registered bond or Bonds in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price of, and interest due hereon, and for all other purposes.

The Bonds shall be subject to redemption prior to their stated maturities thereof in accordance with the terms of the Bond Resolution.

The Bonds are payable upon redemption at the above mentioned office of the Paying Agent Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date then from and after the redemption date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

The principal or Redemption Price and interest of the Bonds are payable by the Authority solely from the Trust Estate and neither the State, the County, the City (except to the extent of payments under the Lease, which shall not secure the payment of any redemption premium), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any or interest of this bond and the issue of which it is one and neither the full faith and credit nor the taxing power of the State, the County, the City or any political subdivision thereof, including the Authority (which has no taxing power) is pledged to the payment of the principal or Redemption Price of, or interest on, this bond or the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond exist, have happened and have been performed and that the Series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the laws of the State, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Bond Resolution nor be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, The Union County Improvement Authority has caused this bond to be executed in its name and on behalf by the manual or facsimile signature of its Chairman or Vice Chairman, and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date hereof.

THE UNION COUNTY IMPROVEMENT AUTHORITY

By:_____
Chairman or Vice Chairman

(SEAL)
Attest:

By:_____
Secretary or Assistant Secretary

FORM OF CERTIFICATE OF AUTHENTICATION ON Series 2013 BONDS

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2013 issued pursuant to the within mentioned Bond Resolution.

_____
as Trustee
Bonds delivered

BY:_____
Authorized Signatory

The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to laws or regulations (additional abbreviations may also be used not in the following list)

- as tenants in common
- as tenant by the
- entireties (Oust)

as joint tenants with right or survivorship an not as tenants in common
UNIF GIFT MIN ACT
____Custodian_____
(Minor)
under Uniform Gifts to
Minor Act
(State)
ASSIGNMENT
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _____
FOR VALUE RECEIVED The undersigned hereby sells, assigns and transfers unto
(Please Print or Typewrite Name and Address of Transferee)
the within bond, and all rights thereunder and hereby irrevocably constitutes and appoints Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

_____
Signature Guaranty:

NOTICE: Signature(s) • must be guaranteed by an approved eligible guarantor institution which is a City in a Securities Transfer Association

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatsoever.

ARTICLE IV
GENERAL COVENANTS

4.1 Payment of Bonds: Special Obligations of Authority. The Authority shall pay or cause to be paid the principal or Redemption Price, if any, and interest of the Series 2013 Bonds on the date, at the place and in the manner provided in this Supplemental Bond Resolution and in the Series 2013 Bonds, according to the true intent and meaning thereof; provided, however, that the Series 2013 Bonds are special obligations of the Authority, the principal or Redemption Price of and interest on which are payable solely from the Trust Estate. The Series 2013 Bonds shall not be payable from the general fund of the Authority and shall not constitute a legal or equitable pledge of, or lien or encumbrance upon, any of the assets or property of the Authority (other than the Trust Estate) or upon any of its income, receipts or revenues, except as provided in the Bond Resolution and this Supplemental Bond Resolution. The full faith and credit of the Authority are not pledged, either expressly or by implication, to the payment of the Series 2013 Bonds. The Authority has no taxing power and has no claim on any revenues or receipts of the State or the County (except as expressly provided in the Agreement regarding Lease Payments) or any agency or political subdivision thereof.

4.2 Observance and Performance of Duties, Covenants, Obligations and Agreements; Representations as to Authorization and Validity of the Series 2013 Bonds. The Authority shall faithfully observe and perform at all times all of its duties, covenants, obligations and agreements contained in the Bond Resolution and this Supplemental Resolution or in any Series 2013 Bonds executed, authenticated and delivered under this Supplemental Bond Resolution or in any proceedings of the Authority pertaining thereto. The Authority represents and covenants that: (i) it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2013 Bonds, to pledge the Trust Estate in the manner and to the extent set forth in this Bond Resolution and this Supplemental Bond Resolution; (ii) all action on its part for the issuance of the Series 2013 Bonds will be duly and effectively taken; and (iii) the Series 2013 Bonds in the hands of the Holders thereof will be valid and binding special obligations of the Authority enforceable according to their terms.

4.3 Further Assurance. The Authority will pass, make, do, execute, acknowledge and deliver any and all such further resolutions, indentures, actions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Supplemental Bond Resolution and for the better assuring and confirming unto the Holders of the Series 2013 Bonds the rights and benefits provided in the Bond Resolution and this Supplemental Bond Resolution.

4.4 Tax Covenants.

1. In connection with the issuance of the Series 2013 Bonds an Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority (I) the Tax Certificate and (ii) any similar documents relating to the characterization of the Series 2013 Bonds are not being "arbitrage bonds" within the meaning of Sections 103(a) (2) and 148 of the Code.
2. The Authority will make no use of the proceeds of the Series 2013 Bonds which would cause the Series 2013 Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code; and the Authority will direct the Trustee and all officers having custody or control of the proceeds of the Series 2013 Bonds, throughout the term of the Bonds, to comply with applicable requirements of Section 148(a) of the Code and Treasury Regulations §1.148-1 through §1.148-10, to extent applicable to the Series 2013 Bonds, so that none of the Series 2013 Bonds will be or

become an arbitrage bond; provided that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations

3. The Authority covenants that it shall require that neither the County, or any member of the same controlled group (within the meaning of the Treasury Regulations §1.150-1(e)) as the County, shall purchase the Series 2013 Bonds pursuant to an arrangement, formal or informal, in an amount related to the amount of the obligations acquired under the program from such persons by the Authority.

4. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds, the Authority shall comply with the provisions of the Code applicable to the Series 2013 Bonds, including without limitation the provisions of the Code relating to computation of the yield on investments of the Gross Proceeds (as defined in the Letter of Instructions) of the Series 2013 Bonds, reporting of earnings on the Gross Proceeds of the Series 2013 Bonds, and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Letter of Instructions, to be delivered by Bond Counsel at the time the Bonds are issued, as to compliance with the Code with respect to the Series 2013 Bonds, as such letter may be amended from time to time, as a source of guidance for compliance with the Code.

5. The Authority shall not take or permit any action or fail to take any action which would cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code or cause the interest on the Series 2013 Bonds to be treated as an item of tax preference under Section 57 of the Code.

6. Notwithstanding any other provision of the Bond Resolution or this Supplemental Bond Resolution to the contrary, the covenants contained in this Section shall survive the payment of the Series 2013 Bonds and the interest thereon, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds.

ARTICLE V
MISCELLANEOUS

5.1. Preliminary Official Statement. (a). The Chairperson of the Authority is hereby authorized to execute a certificate addressed to the underwriters of the Series Bonds stating that the preliminary official statement to be prepared by the Authority with respect to the Series 2013 Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Preliminary Official Statement to be prepared in connection with the Series 2013 Bonds is hereby authorized, subject to review and approval of the final form thereof by the Chairperson and/or Executive Director of the Authority and the distribution of the Preliminary Official Statement is connection with the pricing of the Series 2013 Bonds is hereby authorized The Chairperson, Executive Director and/or such other appropriate officials of the Authority as necessary or hereby authorized to prepare the final Official Statement in connection with the issuance of the Series 2013 Bonds in substantially the form in conjunction herewith or with such other changes as approved by Bond Counsel and the Chairperson, Executive Director and/or such other appropriate officials of the Authority, to be used by the Underwriter in connection with the sale of the bonds. The Chairperson, Executive Director and/or such other appropriate officials of the Authority are authorized to execute any certificates necessary in connection with the distribution of the Official Statement,.

5.2. The Chairperson, Executive Director and/or such other appropriate officials of the Authority are hereby authorized and directed to do any and all acts, and to make, execute and deliver any and all certificates, documents, and instruments, deemed necessary or useful and convenient by the, subject to the advice of Bond Counsel to the Authority, in furtherance of the issuance of the Series 2013 Bonds and the uses of the proceeds thereof and other related transactions.

5.3. Underwrite and Purchase Agreement. The Series 2013 Bonds are hereby authorized to be sold to NW Capital, Inc., as the Underwriter (the "Underwriter") at the purchase price to be sated in Contract of Purchase (the "Purchaser Contract"), which shall not exceed $19,254,396 plus accrued interest, and at an interest rate not to exceed 5.00%. The Chairperson and/or Executive Director are hereby authorized to execute the Purchase Agreement in accordance with the terms of this Supplemental Bond Resolution.

5.4. Trustee/Paying Agent/Registrar/Escrow Agent. The Authority shall appoint the Trustee, Paying Agent, Registrar, and Escrow Agent by separate resolution of the Authority.

5.5 Severability of Invalid Provisions. If any one or more of the provisions contained in this Supplemental Bond Resolution or in the Series 2013 Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Supplemental Bond Resolution or in the Series 2013 Bonds and such invalidity, illegality or enforce ability shall not affect any other provision of this Supplemental Bond Resolution, and this Supplemental Bond Resolution shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Supplemental Bond Resolution and each and every section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Series 2013 Bonds pursuant thereto irrespective of the fact that any

one of more sections, paragraphs, sentences, clauses or phrases of this Supplemental Bond Resolution may be held illegal, invalid or unforceable.

5.6. Effective Date. This Supplemental Bond Resolution shall take effect immediately upon adoption.

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **SUPPLEMENTAL RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS, SERIES 2013 (CITY OF LINDEN FIREHOUSE PROJECT) AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
JOHN SALERNO, Secretary

Dated: February 6, 2013
[SEAL]

RESOLUTION NO. 12-2013

Member Mishkewicz introduced and moved the adoption of the following resolution and Member McKee seconded the motion

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF PROPERTY AND EQUIPMENT LEASE REVENUE REFUNDING BONDS, 2013 (CITY OF LINDEN – LINDEN LIBRARY PROJECT)

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by a resolution of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") pursuant to in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the City of Linden ("City") entered into an Interlocal Services Agreement whereby the Authority assumed a number of responsibilities relating to and in support of renovations and/or construction in connection with the Linden Public Library (the "Project"); and

WHEREAS, the Authority is authorized by the Act, including without limitation Section 11 thereof (N.J.S.A. 40:37A-54(a)), to provide (i) public facilities for use by the City, including, without limitation, the provision for the acquisition of land (the "Property") for and/or the demolition, construction and renovation, as applicable, of the Linden Public Library located in the City and the acquisition of equipment and fixtures therefore; and

WHEREAS, the Authority provided financing for the Project through the issuance of the City of Linden Guarantee Lease Revenue Bonds, Series 2005 (City of Linden Public Library Project) (collectively, the "2005 Bonds")in the amount of two million five hundred thousand dollars ($2,500,000) issued pursuant to the terms of the Act, other applicable law and the Authority's entitled: "Resolution authorizing the issuance of City of Linden Property and Equipment Lease Revenue Bonds and Notes of the Union County Improvement Authority" (the "Initial Bond Resolution"), adopted December 15, 2004; and

WHEREAS, the Authority provided additional financing for the Project by the adoption of a supplemental resolution of the Authority adopted September 5, 2007 entitled: "Supplemental Resolution authorizing the issuance of "City of Linden Guaranteed Lease Revenue Bonds, Series 2007 (City of Linden Public Library Project)" (the "Supplemental Bond Resolution" and together with the Initial Bond Resolution, the "General Resolution")as supplemented and amended, including as supplemented and amended by the hereinafter defined Certificate of Authority dated November 27, 2007, which authorized the issuance of $7,000,000 principal amount of Guarantee Lease Revenue Bonds, Series 2007 (City of Linden Public Library Project) (the "2007 Bonds"); and

WHEREAS, the Authority has determined that a savings can be achieved by the issuance of City of Linden Guarantee Lease Revenue Refunding Bonds, 2013 (City of Linden Public Library Project) (the "2013 Bonds", and together with the 2005 Bonds and 2007 Bonds, the "Bonds") to refund all or a portion of the 2005 Bonds; and

WHEREAS, the 2013 Bonds will be issued pursuant to the terms of the Act, other applicable law and this Supplemental Resolution authorizing the issuance of "City of Linden Guarantee Lease Revenue Refunding Bonds, 2013 (City of Linden Public Library Project)" as amended and supplemented (the "2013 Supplemental Bond Resolution", and together with the General Resolution, the "Bond Resolution")"; and

WHEREAS, the proceeds of the 2013Bonds will be applied to, inter alia, to the payment of (a) $2,015,000 outstanding principal amount of the Authority's callable 2005 Bonds, originally issued in the principal amount of $2,500,000, which amount matures on January 1 in each of the years 2016 through 2035, (b) costs of issuing the Bonds, and (e) any other costs set forth in the Bond Resolution; and

WHEREAS, the City has adopt a certain guaranty ordinance that secures the timely payment of the principal of, redemption premium, if any, and the interest on the Bonds; and

WHEREAS, in accordance with the terms of Section 37 of the Act (N.J.S.A. 40:37A-80) and the City Guaranty, the City shall be obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property within the City without limitation as to rate or amount to make the timely payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Bonds; and

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the City; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the Authority or the City; and

WHEREAS, in order to market and sell the 2013 Bonds, (i) the Authority shall issue a Preliminary Official Statement (the "POS") and a final Official Statement (the "OS") , (ii) the Authority shall enter into a negotiated sale of the 2013 Bonds with one or more underwriters (collectively, the "Underwriter") pursuant to the terms of a bond purchase agreement (the "BPA"), (iii) the Authority, the City and the trustee for the 2013 Bonds, or any successor thereto in accordance with the terms of the Bond Resolution (the "2013 Trustee") shall enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") upon the issuance of the 2013 Bonds if necessary, convenient, useful or desirable in connection with Rule 15c2-12 promulgated by the Securities and Exchange Commission Act of 1934, as amended, or any successor rule or regulation thereto ("Rule 15c2-12"), (iv) the City shall make certain representations, warranties and covenants regarding, among other things, the Project and the Bonds in a Letter of Representation (the "City Letter") and a Tax Letter of Representation (the

"City Tax Letter", and together with the City Letter, the "City Letters"), and (v) the City and the Authority shall take such actions and shall authorize, execute or acknowledge, as the case may be, and deliver such other documents, instruments or certificates as Bond Counsel to the Authority and to the City deem necessary, convenient, useful or desirable in order to issue the 2013 Bond (collectively, the "Certificate", and together with the Bond Resolution, the 2013 Supplemental Bond Resolution, the Lease Agreement (as defined in the Bond Resolution), the Second Supplemental Lease Agreement (as defined in the 2013 Supplemental Bond Resolution), the 2013 Bonds, the Guaranty, the Bond Insurance Policy (if it is determined to insure the 2013 Bonds), the POS, the OS, the BPA, the Continuing Disclosure Agreement and the City Letters, the "Financing Documents"); and

WHEREAS, in order to induce the prospective purchasers of the 2013 Bonds to purchase same, the 2013 Bonds shall otherwise be secured by the City ordinance unconditionally and irrevocably guaranteeing the principal of and interest on the Bonds, all pursuant to Section 37 of the Act (N.J.S.A. 40:37A-80) (the "Guaranty").

NOW, THEREFORE, THIS SUPPLEMENTAL BOND RESOLUTION WITNESSETH, that in order to secure the payment of the principal of, the redemption premium, if any, and the interest on, and the purchase price of all 2013 Bonds at any time issued and outstanding under this 2013 Supplemental Bond Resolution, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2013 Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2013 Bonds by the Holders (as hereinafter defined) thereof, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority, for the benefit of the respective Holders from time to time, does hereby grant a security interest in, pledge and assign to the 2013 Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever, all of the Authority's rights, title and interest in and to the following:

I.

The Revenues (as defined in the Bond Resolution), including, but not limited to all payments and prepayments due and to become due hereunder, and all of the Authority's right title and interest in the Guaranty Agreement.

II.

The Acquisition Fund, Revenue Fund, and Debt Service Fund (as such terms are hereinafter defined) and any other funds created or established by this 2013 Supplemental Bond Resolution (except the Rebate Fund, as defined in the Bond Resolution) including deposits therein, the investments thereof and the proceeds of such investments, subject only to the provisions of this 2013 Supplemental Bond Resolution permitting the application thereof for the purposes and on the terms and conditions hereinafter set forth.

III.

Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, pledged, assigned or transferred, as and for additional security hereunder, by the Authority or by anyone on its behalf or with its written consent, to the 2013 Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the said property, together with all the privileges and appurtenances thereto belonging, incident or appertaining thereto, unto the 2013 Trustee and its successors in said trusts and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all Holders of the 2013 Bonds issued or to be issued under and secured by this 2013 Supplemental Bond Resolution, without preference, priority or distinction as to lien or otherwise of any of the 2013 Bonds over any of the others;

PROVIDED, HOWEVER, that when the principal of (including mandatory sinking fund installments, if any), redemption premium, if any, and interest on all of the 2013 Bonds secured hereby have been paid or shall be deemed to have been paid in accordance with the terms and provisions of the Bond Resolution and all amounts due and payable hereunder have been paid, then this 2013 Supplemental Bond Resolution and the rights hereby granted shall cease, determine and be void; otherwise, this 2013Supplemental Bond Resolution shall be in full force and effect.

THIS 2013 SUPPLEMENTAL BOND RESOLUTION FURTHER WITNESSETH and it is expressly declared that all 2013 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all property hereby pledged, assigned or transferred is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority has agreed and covenanted and does hereby agree and covenant with the 2013 Trustee and with the respective Holders, from time to time, of the 2013 Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, all terms in this 2013 Supplemental Bond Resolution and of any bond resolution supplemental hereto or thereto, shall have the meanings set forth in the Bond Resolution adopted December 15, 2004, and a Supplemental adopted September 5,2007, as amended by a Certificate of the Executive Director in accordance with Section 201(a) on November 27, 2007, except that the terms defined in this Section 1.01 shall, for all purposes of this 2013 Supplemental Bond Resolution and of any bond resolution supplemental hereto or thereto have the meanings herein specified, as follows:

"Administrative Fee" shall mean, (a) the Authority Fee payable at closing plus (b) plus the Annual Administrative Fee for the first Bond Year, (c) for all Bond Years thereafter, the Annual Administrative Fee, and (ii) for all Additional Bonds other than the 2013 Bonds, a sum of money as determined by any supplemental resolution or supplemental indenture.

"Annual Administrative Fee" shall mean, (a) the Authority annual fee payable annually on the principal payment date equal to .125 of the outstanding 2013 Bonds calculated on an annual basis, with a minimum annual fee of $2,500 payable.

"Authority Fee" means the fee of $50,000 payable to Union County Improvement Authority and its successors and assigns upon the closing of the sale of the 2013 Bonds.

"Bond Resolution" shall mean the resolution of the Authority's Resolution adopted December 15, 2004, a Supplemental adopted September 5, 2007 as amended by a Certificate of the Executive Director in accordance with Section 201(a) on November 27, 2007, and as further amended by this 2013 Supplemental Bond Resolution entitled "**SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF PROPERTY AND EQUIPMENT LEASE REVENUE REFUNDING BONDS, 2013 (CITY OF LINDEN – LINDEN LIBRARY PROJECT) OF THE UNION COUNTY IMPROVEMENT AUTHORITY**" adopted by the Authority on February 6, 2013 as may be supplemented or amending by a certified officer of the Authority or a Supplemental Resolution in accordance with Section 2.01(d) thereof and all other supplements or amendments adopted in accordance with the process hereof, and all other amendments and supplements hereto adopted in accordance with the provisions hereof.

"2013 Bonds" shall mean the Bond or Bonds, authorized and issued under and secured by this Supplemental Bond Resolution, dated their Issue Date, in the original aggregate principal amount not to exceed $2,220,000.

"2013 Bonds" shall mean Bonds authorized by this Supplemental Resolution.

"Underwriter" shall mean for 2013 Bonds, NW Capital Markets, Inc.

"2013 Trustee" shall mean the Trustee appointed by the Authority for the 2013 Bonds.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds; Terms of Bonds.

(a) Authorization and Terms of Bonds. There is hereby authorized under this 2013 Supplemental Bond Resolution Bonds designated as "Lease Revenue Refunding Bonds, 2013 (City of Linden Public Library Project)-City of Linden Guaranteed" (the "2013 Bonds"), which may have such other series designation as determined by the Executive Director. The 2013 Bonds are hereby authorized to be issued in the aggregate principal amount of not to exceed $2,220,000. Such authorized principal amount is exclusive of any 2013 Bonds executed,

authenticated and delivered pursuant to Section 2.08 with respect to replacement of lost, destroyed or stolen Bonds.

The 2013 Bonds shall be issued as fully registered Bonds, without coupons, in Authorized Denominations. The Bonds shall be numbered from one upward in the order of their issuance.

The 2013 Bonds shall be dated their date of issuance and shall mature and bear interest, subject to prior redemption as described in Article III, upon the terms and conditions hereinafter set forth, on the dates and the amounts set forth as follows:

1. The 2013 Bonds shall be issued upon the terms and conditions and in the manner provided by the Bond Resolution, this 2013 Supplemental Bond Resolution and a Certificate of an Authorized Officer of the Authority setting forth: (i) the authorized principal amount of the 2013 Bonds; (ii) the purposes for which such 2013 Bonds are being issued, which shall be one of the purposes set forth in this Supplemental Bond Resolution and the Bond Resolution; (iii) the date and the maturity date or dates of the 2013 Bonds, provided that each maturity date shall fall upon either the first or fifteenth day of a month as determined in such certificate; (iv) the interest rate or rates of the 2013 Bonds and the initial Interest Payment Date therefor, provided that the interest rate or rate of the 2013 Bonds shall be identical for all such 2013 Bonds of like maturity; (v) the denomination of, and the manner of dating, numbering and lettering the 2013 Bonds, provided that such 2013 Bonds shall be in denominations of $5,000 or any integral multiple thereof; (vi) the Paying Agent or Paying Agents and the place of places of payment of the principal and Redemption Price, if any, of, and interest on, the 2013 Bonds, (vii) the Redemption Price or Prices, if any, and, subject to the provisions of this Supplemental Resolution, the redemption terms for the 2013 Bonds; (viii) the form of 2013 Bonds and of the Trustee's certificate of authentication, which shall be substantially in the form set forth in the Bond Resolution with such variations, insertions or omissions as are appropriate and not inconsistent therewith; (ix) the provisions for the application of proceeds of the 2013 Bonds; and (x) upon the advice of the Authority's counsel and professional advisors and subject to the parameters set forth herein and the terms set forth in the Authority's application to the Local Finance Board filed with the Division of Local Government Services of the Department of Community affairs dated December 13, 2012 with respect to the 2013 Bonds, the addition to, deletion from or modification of any provision of this 2013 Supplemental Bond Resolution, as originally adopted on February 6, 2013, and the Bond Resolution, the contents of which certificate may be incorporated in this 2013 Supplemental Bond Resolution and the Bond Resolution without the compliance with any other provision herein or in the Bond Resolution. The Authorized Officer executing any such certificate shall report the substance of such certificate to the Authority at the Authority's next public meeting; provided, however, that the terms of such Supplemental Bond Resolution or Certificate of an Authorized Officer shall be consistent with the provisions of the Bond Resolution, as supplemented and amended by this 2013 Supplemental Bond Resolution.

2. The 2013 Bonds shall be dated, and shall bear interest from the dated date thereof, on the basis of a 360 day year consisting of twelve 30-day months, and shall be payable as to principal and interest semiannually as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) of the Bond Resolution.

3. The 2013 Bonds shall bear interest at the rates per annum set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) of the Bond Resolution, provided that the interest rate on the 2013 Bonds shall not exceed seven per centum (7%) per annum.

4. The 2013 Bonds shall be issued in the denomination of $5,000 or any integral multiples of $5,000. Unless the Authority shall otherwise direct, the 2013 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter R and such other letter determined by the Trustee prefixed to the number. Subject to the provisions of this 2013 Supplemental Bond Resolution and the Bond Resolution, the form of the 2013 Bonds and the Trustee's certificate or authentication shall be substantially in the form set forth in the Bond Resolution.

5. The principal and Redemption Price of the 2013 Bonds shall be payable at the principal corporate trust office of the Trustee appointed pursuant to this 2013 Supplemental Bond Resolution, or a subsequent resolution of the Authority. The principal and Redemption Price of all 2013 Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Trustee as permitted by this 2013 Supplemental Bond Resolution and the Bond Resolution. Interest on the 2013 Bonds shall be payable by check or draft of the Paying Agent, mailed or transmitted, respectively, to the Holders thereof as the same appear as of the Record date on the books of the Authority maintained by the Trustee. However, so long as the 2013 Bonds are held in book-entry form pursuant to Section 2.2 hereof, the provisions of Section 2.2 shall govern the payments and principal and Redemption Price, if any, of, and interest on, the 2013 Bonds.

6. The 2013 Bonds may be subject to mandatory, extraordinary or optional redemption as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) of the Bond Resolution and in accordance with this Supplemental Bond Resolution.

7. All other terms with respect to the 2013 Bonds shall be as set forth in the Bond Resolution.

8. The 2013 Bonds shall be in substantially the form set forth in the Bond Resolution.

(b) Interest Payments. (i) Each 2013 Bond shall continue to bear interest until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, whether at maturity, upon redemption or acceleration, or otherwise.

(ii) Payment of the interest on the 2013 Bonds shall be made to the person appearing on the bond registration books of the Registrar as the Holder thereof on the Record Date of the 2013 Bonds, such interest to be paid by the Paying Agent to such Holder by check or draft mailed on the Interest Payment Date with respect to the 2013 Bonds, to such Holder's address as it appears on the registration books or at such other address as has been furnished to the Registrar in writing by such Holder not later than the applicable Record Date or, upon written request at least three (3) Business Days prior to the applicable Record Date of any Holder of the

2013 Bonds (including the Securities Depository) aggregating not less than $1,000,000 in principal amount, by wire transfer in immediately available funds to an account maintained in the continental United States at such wire address as such Holder shall specify in its written request. If, however, and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holders of the 2013Bonds by the 2013 Trustee in whose names any such Bonds are registered at the close of business on the fifth Business Day next preceding the date of payment by the Authority of such defaulted interest. Both the principal of and redemption premium, if any, on the 2013 Bonds shall be payable upon surrender thereof in lawful money of the United States of America at the Principal Office of the 2013 Trustee.

(iii) Interest on the 2013 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

(iv) Overdue payments of principal and, to the extent permitted by law, overdue payments of premium or interest on the 2013 Bonds shall bear interest at the rate payable on such 2013 Bonds on the day before the default occurred.

(d) Notwithstanding the foregoing, so long as any of the 2013 Bonds are held in book-entry form on the books of the Securities Depository, the provisions of Section 2.02 of this 2013 Supplemental Bond Resolution shall govern and control as to the registration, transfer and exchange of Bonds, and the payment of principal, interest and purchase price of such Bonds.

Section 2.02. Book-Entry System. The 2013 Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company as the initial Securities Depository and registered owner of the 2013 Bonds. A single certificate will be issued and delivered to the Securities Depository for each maturity of the 2013 Bonds. The actual purchasers of 2013 Bonds (the "Beneficial Owners") will not receive physical delivery of Bond certificates except as provided herein. For so long as the Securities Depository shall continue to serve as securities depository for the 2013 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of 2013 Bonds is to receive, hold or deliver any Bond certificate. The Authority and the 2013 Trustee will recognize the Securities Depository or its nominee as the Bond owner for all purposes, including notices and voting.

The Authority and the 2013 Trustee covenant and agree, so long as The Depository Trust Company shall continue to serve as Securities Depository for the 2013 Bonds, to meet the requirements of The Depository Trust Company with respect to required notices and other provisions of the applicable Letter of Representations executed by the Authority, the 2013 Trustee, and The Depository Trust Company.

The 2013 Trustee is authorized to rely conclusively upon a certificate furnished by the Securities Depository as to the identity of, and the respective principal amount of 2013 Bonds beneficially owned by, the Beneficial Owners.

Whenever, during the term of the 2013 Bonds, the beneficial ownership thereof is determined by a book-entry at the Securities Depository, the requirements in this Supplemental

Bond Resolution of holding, delivering or transferring Bonds shall be deemed modified to require the appropriate person to meet the requirements of the Securities Depository as to registering or transferring the book-entry to produce the same effect. Any provision hereof permitting or requiring delivery of Bonds shall, while the 2013 Bonds are in a book-entry system, be satisfied by the notation on the books of the Securities Depository.

The 2013 Trustee and the Authority may from time to time appoint a successor Securities Depository and enter into an agreement with the Securities Depository, to establish procedures with respect to the 2013 Bonds not inconsistent with the provisions of this Bond Resolution. Any successor Securities Depository shall be a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended.

Neither the Authority, the City nor the 2013 Trustee will have any responsibility or obligation to any Securities Depository, any Participants in the book-entry system or the Beneficial Owners with respect to (i) the accuracy of any records maintained by the Securities Depository or any Participant; (ii) the payment by the Securities Depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption or purchase price of, or interest on, any 2013 Bonds; (iii) the delivery of any notice by the Securities Depository or any Participant; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the 2013 Bonds; or (v) any other action taken by the Securities Depository or any Participant.

Bond certificates are required to be delivered at the expense of the Authority to and registered in the name of the Beneficial Owner, under the following circumstances:

(a) The Securities Depository determines to discontinue providing its service with respect to the 2013 Bonds and no successor Securities Depository is appointed as described above. Such a determination may be made at any time by giving reasonable notice to the Authority, the County and the 2013 Trustee and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority determines not to continue the book-entry system through a Securities Depository.

ARTICLE III

REDEMPTION OF 2013 BONDS

Section 3.01. Redemption of Bonds. (a) General. The 2013 Trustee shall not call the 2013 Bonds for optional redemption, and the 2013 Trustee shall not give notice of any such redemption, unless the City has so directed at least forty (45) days prior to the redemption date. The City may not direct the 2013 Trustee to begin proceedings for an optional redemption unless the City has received a Written Consent of the Authority. A redemption date must occur on a Business Day.

(b) Redemption Provisions. The 2013 Bonds may be subject to mandatory, extraordinary or optional redemption as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) the Bond Resolution.

Section 3.02. Selection of Bonds for Redemption. If less than all of the 2013 Bonds are called for redemption, the 2013 Trustee shall select the 2013 Bonds or any given portion thereof to be redeemed, from the Outstanding 2013 Bonds or such given portion thereof not previously called for redemption, by lot.

ARTICLE V

BOND FORM AND EFFECTIVE DATE

Section 5.01. Form of Bonds, 2013 Trustee's Certificate of Authentication and Bond Guaranty Certificate. Subject to the provisions of the Bond Resolution, the form of the 2013 Bonds and any other Series of Bonds designated by supplemental resolution, with any appropriate changes as set forth in any such supplemental resolution, the 2013 Trustee's certificate of authentication and the Bond Guaranty Certificate shall be in substantially the following form:

[FORM OF BOND]
UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF UNION
THE UNION COUNTY IMPROVEMENT AUTHORITY

LEASE REVENUE REFUNDING BOND, 2013
(CITY OF LINDEN – LINDEN LIBRARY PROJECT)
City of Linden Guaranteed

No. R-__ **CUSIP:**

Interest Rate	Maturity Date	Dated Date	Authentication Date
%	_____, ____	_____	_____

Registered Owner: [CEDE & CO.]
Principal Sum: _____ DOLLARS ($_____)

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey, including the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or its registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefore, upon presentation and surrender of this bond at the principal corporate trust office _____(such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America that at the time of such payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on _____ and _____ in each year, commencing _____ _____, until the Authority's obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date stated hereon on such Principal Sum by check or draft of the Paying Agent mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month preceding the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee. However, so long as the 2013 Bonds (as hereinafter defined) are held in book-entry form pursuant to the Bond Resolution (as hereinafter defined), the provisions of the Bond Resolution governing such book-entry form shall govern the repayment of the principal or Redemption Price of and the interest on the 2013 Bonds.

This bond is one of a duly authorized Series of Bonds of the Authority designated "_____)" (herein called the "2013 Bonds"), in the aggregate principal amount of $_____ issued under and in full compliance with the Constitution and statutes of the State of New Jersey, including the Act, and under and pursuant to a resolution of the Authority authorizing the 2013 Bonds adopted on _____ __, 2013 and entitled "_____, as amended by a Certificate of an

Authorized Officer of the Authority or Supplemental Bond Resolution, executed in connection with Section _____of said resolution (together with any further amendments thereof or supplements thereto, the "Bond Resolution").

All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Bond Resolution.

As provided in the Bond Resolution, the 2013 Bonds, and all other bonds issued on a parity with the 2013 Bonds under the Bond Resolution, are direct and special obligations of the Authority payable solely from, and secured as to the payment of the principal or Redemption Price thereof and the interest thereon in accordance with their terms and the provisions of the Bond Resolution solely by, the Revenues, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

The 2013 Bonds are issued under and secured by and entitled to the benefits of the Bond Resolution including (i) certain of the Authority's right, title and interest in and to (a) the Lease Agreement by and among the Authority, the Trustee and the City of Linden, New Jersey (the "City"), including, without limitation, the payments (the "Basic Lease Payments") by the City under the Lease Agreement and (b) the Guaranty Agreement between the City and the Authority, (ii) with respect to the payment of the principal of and the interest on the 2013 Bonds only, payments made by the City under its guaranty ordinance finally adopted on _____ __, 2013 all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law, and the guaranty certificate executed by an Authorized Officer of the City on the face of each Bond (collectively, the "Bond Guaranty"), (iii) all other Funds and Accounts established under the Bond Resolution (other than the Administrative Fund and the Rebate Fund), including Investment Securities held in any such Fund thereunder, together with all of the proceeds and revenues of the foregoing, and (iv) all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and the interest on the Initial Bonds in accordance with the terms and provisions of the Bond Resolution.

Copies of the Bond Resolution are on file at the office of the Authority and at the corporate trust office of the Trustee, and reference is hereby made to the Act and to the Bond Resolution (including any and all supplements thereto and modifications and amendments thereof) for a description of the pledge, assignment and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the Bondholders with respect thereto, the terms and conditions upon which the 2013 Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security thereunder and for the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Authority under the Bond Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Trustee.

As provided in the Bond Resolution, Bonds may be issued from time to time pursuant to Supplemental Bond Resolutions in one or more Series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Bond

Resolution provided. The aggregate principal amount of Bonds that may be issued under the Bond Resolution is not limited, and all Bonds issued and to be issued under the Bond Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution.

To the extent and in the manner permitted by the terms of the Bond Resolution, the provisions of the Bond Resolution (including any resolution amendatory thereof or supplemental thereto) may be modified or amended by the Authority, (i) without the consent of the Bondholders as provided in the Bond Resolution or (ii) with the written consent of the Holders of at least sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds Outstanding under the Bond Resolution at the time such consent is given. No such Supplemental Bond Resolution shall (1) extend the fixed maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Holders of Bonds whose consent is required for the execution of such Supplemental Bond Resolutions, or extend the time of payment, or permit the creation of any lien on the Revenues prior to or on a parity with the lien of the Bond Resolution, except as permitted under the Bond Resolution, or permit the creation of any preference of any Bondholder over any other Bondholder, except as permitted under the Bond Resolution, or deprive the Holders of the Bonds of the lien created by the Bond Resolution upon the Revenues, without the consent of the Holders of all of the Bonds then Outstanding.

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person or such Registered Owner's duly authorized attorney in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee, as bond registrar, duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefore as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and the interest due hereon and for all other purposes.

The 2013 Bonds shall be subject to redemption prior to their stated maturities in accordance with the terms of the Bond Resolution.

The 2013 Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be mailed by the Registrar, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the Holder of each Bond or portions thereof to be redeemed at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the 2013 Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all of the 2013 Bonds or portions thereof to be redeemed, together with interest to

the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such 2013 Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any notice shall be conclusively presumed to have been given if properly mailed, whether or not such Holder receives the notice. Failure to give any notice of redemption as to any particular Bonds or any defect therein shall not affect the validity of the call for redemption of any other Bonds.

The principal or Redemption Price of and the interest on the Bonds are payable by the Authority solely from the Revenues, and neither the State of New Jersey, the County of Union, nor the City of Linden (except to the extent of payments under the Bond Guaranty and the Lease Agreement), which shall not secure the payment of any redemption premium) nor any political subdivision thereof, other than the Authority (but solely to the extent of the Revenues), is obligated to pay the principal or Redemption Price of or the interest on this bond and the issue of which it is one, and neither the full faith and credit nor the taxing power of the State of New Jersey, the County of Union, nor the City of Linden (except to the extent of payments under the Bond Guaranty and the Lease Agreement) or any political subdivision thereof, including the Authority (which has no taxing power), is pledged to the payment of the principal or Redemption Price of or the interest on this bond and the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed, and that the Series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the applicable laws of the State of New Jersey, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Bond Resolution or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE UNION COUNTY IMPROVEMENT AUTHORITY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman or Vice Chairman, and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Dated Date hereof.

THE UNION COUNTY IMPROVEMENT AUTHORITY
By:_____
Chairman or Vice Chairman

[SEAL]

Attest:
Secretary or Assistant Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION ON BONDS]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the 2013 Bonds delivered pursuant to the within-mentioned Bond Resolution.

_____

, as Trustee

By:_____
Authorized Signatory

[FORM OF BOND GUARANTY CERTIFICATE]

GUARANTY OF THE CITY OF LINDEN, NEW JERSEY

GUARANTY OF THE CITY OF LINDEN, IN THE COUNTY OF UNION OF THE STATE OF NEW JERSEY

The payment of the principal of and interest on the within Bond is hereby fully, unconditionally and irrevocably guaranteed by the City of Linden in the County of Union of the State of New Jersey (the "Municipality"), and the Municipality is unconditionally and irrevocably liable for the payment, when due, of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Chief Financial Officer of the City of Linden in the County of Union of the State of New Jersey, has caused this Guaranty to be executed by the manual or facsimile signature of its Chief Financial Officer.

CITY OF LINDEN IN THE COUNTY OF UNION
OF THE STATE OF NEW JERSEY
By:
Name:
Title: Chief Financial Officer

The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to applicable laws or regulations (additional abbreviations may also be used though not in the following list):

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

ASSIGNMENT

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _____

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

(Please Print or Typewrite Name and Address of Transferee)

_____

the within bond, and all rights thereunder and hereby irrevocably constitutes and appoints

_____, Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranty: Signature:

_____ _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 5.02. Effective Date. This Supplemental Bond Resolution shall take effect immediately.

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **SUPPLEMENTAL RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF PROPERTY AND EQUIPMENT LEASE REVENUE REFUNDING BONDS, 2013 (CITY OF LINDEN – LINDEN LIBRARY PROJECT)** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

RESOLUTION NO. 13-2013

Member Mcsheeney introduced and moved the adoption of the following resolution and Member McKee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CERTIFYING TO THE LOCAL FINANCE BOARD ITS COMPLIANCE REGARDING THE 2011 ANNUAL AUDIT PURSUANT TO N.J.S.A. 40A:5A-17

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made; and

WHEREAS, the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 has been completed and filed with the Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15; and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each authority to, within forty-five (45) days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

WHEREAS, members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Union County Improvement Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

BE IT FURTHER RESOLVED that the secretary of the Union County Improvement Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CERTIFYING TO THE LOCAL FINANCE BOARD ITS COMPLIANCE REGARDING THE 2011 ANNUAL AUDIT PURSUANT TO N.J.S.A. 40A:5A-17** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
JOHN SALERNO, Secretary

Dated: February 6, 2013

[Seal]

LOCAL AUTHORITIES
GROUP AFFIDAVIT

PRESCRIBED BY
THE NEW JERSEY LOCAL FINANCE BOARD

AUDIT REVIEW CERTIFICATION

We, the members of the governing body of the Union County Improvement Authority being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.

2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 and specifically the sections of the audit report entitled "General Comments" and "Recommendations".

Print	Signature
Anthony R. Scutari	
Carolyn Vollero	
John Salerno	
Joseph W. Miskiewicz	
Sebastian D'Elia	
Linda Hines	
Samuel T. McGhee	
Cherron Rountree	

Sworn to and subscribed before me
this 6th day of February, 2013

Catherine E. Tamasik, Esq.
Attorney at Law, State of New Jersey

RESOLUTION NO. 14-2013

Member Mishewsky introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS, SERIES 2013 (LINDEN FOOTBALL AND TRACK STADIUM PROJECT) AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY

WHEREAS, The UNION COUNTY IMPROVEMENT AUTHORITY (together with any successor thereto, the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders together with any successor legislative body, the ("Board of Freeholders") of the County of Union, State of New Jersey (together with any successor thereto, the "County") duly adopted as a public body corporate and politic of the State of New Jersey (the "State") pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the City of Linden, New Jersey (the "City") expressed a desire to undertake renovations and expansions to the Linden Board of Education's football and track and field stadium through the realignment of the existing track and field, the installation of new track and field surfaces, stadium seating, lighting, fencing and concession area, among other things (as defined further herein, the "Demised Facilities"), upon property on which the current football and track field facility are constructed (the "Land") owned by the Linden Board of Education (the "Board"); and

WHEREAS, the Authority is authorized by law, specifically Section 11 of the Act (N.J.S.A. 40:37A-54(a)), to provide public facilities for the use of the City, including without limitation, the provision of the Demised Facilities; and

WHEREAS, the Demised Facilities was procured by the City on behalf of the Authority and has been leased to the City for a term not to exceed 30 years pursuant to a lease to be entered into by the City and the Authority pursuant to the authority set forth in N.J.S.A. 40:37A-78; and

WHEREAS, pursuant to an Interlocal Services Act, *N.J.S.A.* 40:8A-1 *et seq.*, between the City and the Board (the "Interlocal Agreement") governs the installation, maintenance and operation of the Demised Facilities upon the Land and allocate the costs and responsibilities of the same; and

WHEREAS, in order to obtain the funds to finance the acquisition and installation of the Demised Facilities, the Authority issued lease revenue bonds in an aggregate principal amount not to exceed $4,500,000 to be designated as "Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project)" (the "Initial Bonds"), the proceeds of which used to pay the costs of the acquisition and construction of the Linden Football and Track Stadium

to pay the costs of the acquisition and construction of the Linden Football and Track Stadium (the "Initial Project"); and;

WHEREAS, the Bonds issued pursuant to the terms of the Act, other applicable law and the Authority's "Resolution Authorizing the Issuance of Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project) of the Union County Improvement Authority and Determining Other Matters Related Thereto" adopted by the Authority on March 2, 2005 (as the same may be amended or supplemented from time to time in accordance with its terms, the "Initial Bond Resolution"); and

WHEREAS, the principal of, redemption premium, if any, and interest on the Bonds is payable from lease payments payable by the City under the Lease, which scheduled lease payment amounts are sufficient to pay in a timely manner the principal of (including mandatory sinking fund payment, if any), redemption premium, if any, and interest on the Bonds; and

WHEREAS, in order to induce the perspective purchasers of the Bonds, and the Refunding Bonds (as hereinafter defined) of the Authority issued for the Demised Facilities to purchase the same, it was necessary that payment of the principal of (including sinking fund installments, if any) and interest on the Bonds be secured by a full faith and credit, unconditional and irrevocable guaranty of the City in accordance with a guaranty ordinance adopted by the governing body of the City and a guaranty certificate executed on the face of each Bond and Refunding Bonds upon the issuance thereof by an authorized officer of the City (the "Guaranty"), all in accordance with Section 37 ("Section 37") of the Act (N.J.S.A. 40:37A-80) and other applicable law; and

WHEREAS, the Authority has determined that a savings can be achieved by the issuance of City of Linden Guarantee Lease Revenue Refunding Bonds, 2013 (Linden Football and Track Stadium Project) (the "Refunding Bonds",) to refund all or a portion of the Bonds; and

WHEREAS, the Authority made application, on behalf of the City, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the refunding financing; and

WHEREAS, the Refunding Bonds issued pursuant to the terms of the Act, other applicable law and the Authority's "Resolution Authorizing The Issuance Of Lease Revenue Refunding Bonds, Series 2013 (Linden Football And Track Stadium Project) And Additional Bonds Of The Union County Improvement Authority" to be adopted by the Authority (as the same may be amended or supplemented from time to time in accordance with its terms, the "Supplemental Bond Resolution", and together with the Initial Bond Resolution the "Bond Resolution"); and

WHEREAS, in order to market and sell the Refunding Bonds, (i) the Authority shall issue a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Official Statement"), (ii) the Authority shall enter into a negotiated sale of the Refunding Bonds with one or more underwriters (collectively, the "Underwriter") pursuant to the terms of the bond purchase agreement (the "Bond Purchase Agreement"), (iii) the Authority, the City and the trustee for the Refunding Bonds, or any successor thereto in accordance with the

terms of the Bond Resolution (the "Trustee"), shall enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") upon the issuance of the Refunding Bonds if necessary, convenient, useful or desirable in connection with Rule 15c2-12 promulgated by the Securities and Exchange Commission Act of 1934, as amended, or any successor rule or regulation thereto ("Rule 15c2- 12"), (iv) the City shall make certain representations, warranties and covenants regarding, among other things, the Demised Facilities and the Bonds in a Letter of Representations (the "City Letter") and a Tax Letter of Representations (the "City Tax Letter", and together with the City Letter, the "City Letters"), and (v) the City and the Authority shall take such actions and shall authorize, execute or acknowledge, as the case may be, and deliver such documents, instruments or certificates as bond counsel to the Authority and to the City deem necessary, convenient, useful or desirable in order to issue the Refunding Bonds (the "Certificate", and together with the Bond Resolution, the Supplemental Lease, the Refunding Bonds, the Interlocal Agreement, the Guaranty and any other documents required by the Authority as security for the Refunding Bonds, the "Financing Documents"); and

WHEREAS, in accordance with Section 13 ("Section 13") of the Act (*N.J.S.A.* 40:37A-56), prior to the issuance of the Refunding Bonds, the Authority will have made a detailed report of the Initial Project to the Board of Chosen Freeholders, which report will include the Financing Documents;

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the City; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the Authority or the City: and

NOW THEREFORE, BE IT RESOLVED by the governing body of the Authority as follows:

ARTICLE I
DEFINITIONS

1.01. All terms defined in Section 1.01 of the Bond Resolution of the Union County Improvement Authority authorizing the issuance of its Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project) adopted by the Authority on March 2, 2005, as amended by a Certificate of the Executive Director dated April 7, 2005 (the "Bond Resolution"), shall have the same meanings in this Supplemental Resolution as such terms are given in the Bond Resolution, unless the context shall otherwise require.

Terms used in this Supplemental Bond Resolution and not otherwise defined herein or in the Bond Resolution shall have the meaning assigned to them in the Lease Agreement, as amended and supplemented.

The following terms shall have the following meaning in this Supplemental Resolution:

1. The following terms set forth in this Supplemental Bond Resolution shall have the meanings specified in the recitals hereto:

Act
Authority
Board
Board of Freeholders
Bond Resolution
City
Continuing Disclosure Agreement
County
Demised Facility
Financing Documents
Guaranty
Initial Bond Resolution
Initial Bonds
Initial Project
Interlocal Agreement
Land
Local Finance Board
Refunding
Refunding Bonds
State
Supplemental Bond Agreement
Trustee

2. In addition, the following terms shall have the meanings ascribed to such terms in the Lease Agreement:

Lease Payment
Lease Revenues
Lessee
Lessor

3. In addition, as used in this Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

"Administrative Fee" shall mean, (i) for the Refunding Bonds, (a) $50,000 initial administrative fee payable at closing plus (b) for the Refunding Bonds only, .0005 of the par amount of the Refunding Bonds, payable to the Authority from a portion of the proceeds of the Refunding Bonds that have been deposited in the Costs of Issuance Account of the Administrative Fund pursuant to Section 2.03 hereof to pay the Administrative Fee, plus the Administrative Fee for the first Bond Year, (c) for all Bond Years thereafter, a sum of money equal to .0005 of the Outstanding Bonds calculated on an annual basis, with a minimum annual fee of not less than $2,500 payable by the City to the Trustee on the Lease Payment date immediately preceding the first day of any payment, and (ii) for all Bonds other than the Initial Bonds, a sum of money as determined by any supplemental resolution.

"Administrative Fund" shall mean the Fund so designated and established by Article V hereof.

"Series 2013 Bonds" shall mean the Refunding Bonds, being Additional Bonds of the Authority of the Series authorized by this Supplemental Resolution and herein designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (Linden Football and Track Stadium Project)".

1.02. Rules of Interpretation. For all purposes of this Supplemental Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Supplemental Bond Resolution" means this instrument as originally adopted and as it may be supplemented, modified or amended from time to time by any supplemental resolution or the Certificate of an authorized officer of the Authority executed and delivery pursuant to Section 3.03(a) of the Bond Resolution, unless in the case of any one or more supplemental Resolutions the context requires otherwise.

(b) The words "herein", "hereof", "hereunder" and "herewith" and other words of similar import refer to this Supplemental Bond Resolution as a whole and not to any particular Article, Section or other subdivision
hereof.

(c) The terms defined in this Supplemental Bond Resolution include the plural as well as the singular.

(d) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(e) The table of contents and the headings or captions used in this Supplemental Bond Resolution are for convenience of reference only and shall not define, limit or prescribe any of the provisions hereof or the scope or intent hereof.

1.03. Authority for this Supplemental Bond Resolution. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Bond Resolution.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization for Series 2013 Bonds; Principal Amount, Designation and Series. The Series 2013 Bonds are authorized to be issued pursuant to the provisions of the Act, the Bond Resolution and this Supplemental Bond Resolution. The Series 2013 shall be issued in an aggregate principal amount not exceeding $3,580,000 and shall be designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (Linden Football and Track Stadium Project)".

2.2 Purposes. The Series 2013 Bonds shall be issued for the purposes of providing funds (A) to pay interest on the Refunded Bonds payable on the Interest Payment Dates subsequent to the issuance of the Series 2013 Bonds until redemption and to refund the principal amount of the Refunded Bonds maturing on or after January 1, 2016 at the redemption price of 100% of the principal amount thereof, (B) to pay all or a portion of the costs and expenses incurred by the Authority in connection with the issuance of the Series 2013 Bonds and (C) to

pay accrued interest, if any, on the Series 2013 Bonds from their dated date to their date of issuance. The proceeds of the Series 2013 Bonds shall be applied for the purposes stated in the preceding sentence in accordance with the terms of the Bond Resolution and this Supplemental Bond Resolution.

2.3 Terms of the Series 2013 Bonds.

1. The Series 2013 Bonds shall be issued upon the terms and conditions and in the manner provided by the Bond Resolution, this Supplemental Bond Resolution and a Certificate of an Authorized Officer of the Authority setting forth: (i) the authorized principal amount of the Series 2013 Bonds; (ii) the purposes for which such Series 2013 Bonds are being issued, which shall be one of the purposes set forth in this Supplemental Bond Resolution and the Bond Resolution; (iii) the date and the maturity date or dates of the Series 2013 Bonds, provided that each maturity date shall fall upon either the first or fifteenth day of a month as determined in such certificate; (iv) the interest rate or rates of the Series 2013 Bonds and the initial Interest Payment Date therefor, provided that the interest rate or rate of the Series 2013 Bonds shall be identical for all such Series 2013 Bonds of like maturity; (v) the denomination of, and the manner of dating, numbering and lettering, the series 2013 Bonds, provided that such Series 2013 Bonds shall be in denominations of $5,000 or any integral multiple thereof; (vi) the Paying Agent or Paying Agents and the place of places of payment of the principal and Redemption Price, if any, of, and interest on, the Series 2013 Bonds, (vii) the Redemption Price or Prices, if any, and, subject to the provisions of this Supplemental Resolution, the redemption terms for the Series 2013 Bonds; (viii) the form of Series 2013 Bonds and of the Trustee's certificate of authentication, which shall be substantially in the form set forth herein with such variations, insertions or omissions as are appropriate and not inconsistent therewith; (ix) the provisions for the application of proceeds of the Series 2013 Bonds; and (x) upon the advice of the Authority's counsel and professional advisors and subject to the parameters set forth herein and the terms set forth in the Authority's application to the Local Finance Board filed with the Division of Local Government Services of the Department of Community affairs dated December 13, 2012 with respect to the Series 2012 Bonds, the addition to, deletion from or modification of any provision of this Supplemental Bond Resolution, as originally adopted on February 6, 2013, and the Bond Resolution, the contents of which certificate may be incorporated in this Supplemental Bond Resolution and the Bond Resolution without the compliance with any other provision herein or in the Bond Resolution. The Authorized Officer executing any such certificate shall report the substance of such certificate to the Authority at the Authority's next public meeting; provided, however, that the terms of such Supplemental Bond Resolution or Certificate of an Authorized Officer shall be consistent with the provisions of the Bond Resolution, as supplemented and amended by this Supplemental Bond Resolution.

2. The Series 2013 Bonds shall be dated, and shall bear interest from the dated date thereof, on the basis of a 360 day year consisting of twelve 30-day months, and shall be payable as to principal and interest semiannually as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof

3. The Series 2013 Bonds shall bear interest at the rates per annum set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof, provided that the interest rate on the Series 2013 Bonds shall not exceed seven per centum (7%) per annum.

RESOLUTION NO. 13-2013

Member Mcsheeney introduced and moved the adoption of the following resolution and Member McKee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CERTIFYING TO THE LOCAL FINANCE BOARD ITS COMPLIANCE REGARDING THE 2011 ANNUAL AUDIT PURSUANT TO N.J.S.A. 40A:5A-17

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made; and

WHEREAS, the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 has been completed and filed with the Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15; and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each authority to, within forty-five (45) days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

WHEREAS, members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Union County Improvement Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 and specifically has reviewed the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

BE IT FURTHER RESOLVED that the secretary of the Union County Improvement Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

LOCAL AUTHORITIES
GROUP AFFIDAVIT

PRESCRIBED BY
THE NEW JERSEY LOCAL FINANCE BOARD

AUDIT REVIEW CERTIFICATION

We, the members of the governing body of the Union County Improvement Authority being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Union County Improvement Authority.

2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the Report of Audit on the Financial Statements of the Union County Improvement Authority for the fiscal year ended December 31, 2011 and specifically the sections of the audit report entitled "General Comments" and "Recommendations".

Print	Signature
Anthony R. Scutari	
Carolyn Vollero	
John Salerno	
Joseph W. Miskiewicz	
Sebastian D'Elia	
Linda Hines	
Samuel T. McGhee	
Cherron Rountree	

Sworn to and subscribed before me
this 6th day of February, 2013

Catherine E. Tamasik, Esq.
Attorney at Law, State of New Jersey

to pay the costs of the acquisition and construction of the Linden Football and Track Stadium (the "Initial Project"); and;

WHEREAS, the Bonds issued pursuant to the terms of the Act, other applicable law and the Authority's "Resolution Authorizing the Issuance of Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project) of the Union County Improvement Authority and Determining Other Matters Related Thereto" adopted by the Authority on March 2, 2005 (as the same may be amended or supplemented from time to time in accordance with its terms, the "Initial Bond Resolution"); and

WHEREAS, the principal of, redemption premium, if any, and interest on the Bonds is payable from lease payments payable by the City under the Lease, which scheduled lease payment amounts are sufficient to pay in a timely manner the principal of (including mandatory sinking fund payment, if any), redemption premium, if any, and interest on the Bonds; and

WHEREAS, in order to induce the perspective purchasers of the Bonds, and the Refunding Bonds (as hereinafter defined) of the Authority issued for the Demised Facilities to purchase the same, it was necessary that payment of the principal of (including sinking fund installments, if any) and interest on the Bonds be secured by a full faith and credit, unconditional and irrevocable guaranty of the City in accordance with a guaranty ordinance adopted by the governing body of the City and a guaranty certificate executed on the face of each Bond and Refunding Bonds upon the issuance thereof by an authorized officer of the City (the "Guaranty"), all in accordance with Section 37 ("Section 37") of the Act (N.J.S.A. 40:37A-80) and other applicable law; and

WHEREAS, the Authority has determined that a savings can be achieved by the issuance of City of Linden Guarantee Lease Revenue Refunding Bonds, 2013 (Linden Football and Track Stadium Project) (the "Refunding Bonds",) to refund all or a portion of the Bonds; and

WHEREAS, the Authority made application, on behalf of the City, to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs of the State (the "Local Finance Board") for the Local Finance Board's review of the refunding financing; and

WHEREAS, the Refunding Bonds issued pursuant to the terms of the Act, other applicable law and the Authority's "Resolution Authorizing The Issuance Of Lease Revenue Refunding Bonds, Series 2013 (Linden Football And Track Stadium Project) And Additional Bonds Of The Union County Improvement Authority" to be adopted by the Authority (as the same may be amended or supplemented from time to time in accordance with its terms, the "Supplemental Bond Resolution", and together with the Initial Bond Resolution the "Bond Resolution"); and

WHEREAS, in order to market and sell the Refunding Bonds, (i) the Authority shall issue a Preliminary Official Statement (the "Preliminary Official Statement") and a final Official Statement (the "Official Statement"), (ii) the Authority shall enter into a negotiated sale of the Refunding Bonds with one or more underwriters (collectively, the "Underwriter") pursuant to the terms of the bond purchase agreement (the "Bond Purchase Agreement"), (iii) the Authority, the City and the trustee for the Refunding Bonds, or any successor thereto in accordance with the

Act
Authority
Board
Board of Freeholders
Bond Resolution
City
Continuing Disclosure Agreement
County
Demised Facility
Financing Documents
Guaranty
Initial Bond Resolution
Initial Bonds
Initial Project
Interlocal Agreement
Land
Local Finance Board
Refunding
Refunding Bonds
State
Supplemental Bond Agreement
Trustee

2. In addition, the following terms shall have the meanings ascribed to such terms in the Lease Agreement:

Lease Payment
Lease Revenues
Lessee
Lessor

3. In addition, as used in this Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

"Administrative Fee" shall mean, (i) for the Refunding Bonds, (a) $50,000 initial administrative fee payable at closing plus (b) for the Refunding Bonds only, .0005 of the par amount of the Refunding Bonds, payable to the Authority from a portion of the proceeds of the Refunding Bonds that have been deposited in the Costs of Issuance Account of the Administrative Fund pursuant to Section 2.03 hereof to pay the Administrative Fee, plus the Administrative Fee for the first Bond Year, (c) for all Bond Years thereafter, a sum of money equal to .0005 of the Outstanding Bonds calculated on an annual basis, with a minimum annual fee of not less than $2,500 payable by the City to the Trustee on the Lease Payment date immediately preceding the first day of any payment, and (ii) for all Bonds other than the Initial Bonds, a sum of money as determined by any supplemental resolution.

"Administrative Fund" shall mean the Fund so designated and established by Article V hereof.

pay accrued interest, if any, on the Series 2013 Bonds from their dated date to their date of issuance. The proceeds of the Series 2013 Bonds shall be applied for the purposes stated in the preceding sentence in accordance with the terms of the Bond Resolution and this Supplemental Bond Resolution.

2.3 Terms of the Series 2013 Bonds.

1. The Series 2013 Bonds shall be issued upon the terms and conditions and in the manner provided by the Bond Resolution, this Supplemental Bond Resolution and a Certificate of an Authorized Officer of the Authority setting forth: (i) the authorized principal amount of the Series 2013 Bonds; (ii) the purposes for which such Series 2013 Bonds are being issued, which shall be one of the purposes set forth in this Supplemental Bond Resolution and the Bond Resolution; (iii) the date and the maturity date or dates of the Series 2013 Bonds, provided that each maturity date shall fall upon either the first or fifteenth day of a month as determined in such certificate; (iv) the interest rate or rates of the Series 2013 Bonds and the initial Interest Payment Date therefor, provided that the interest rate or rate of the Series 2013 Bonds shall be identical for all such Series 2013 Bonds of like maturity; (v) the denomination of, and the manner of dating, numbering and lettering, the series 2013 Bonds, provided that such Series 2013 Bonds shall be in denominations of $5,000 or any integral multiple thereof; (vi) the Paying Agent or Paying Agents and the place of places of payment of the principal and Redemption Price, if any, of, and interest on, the Series 2013 Bonds, (vii) the Redemption Price or Prices, if any, and, subject to the provisions of this Supplemental Resolution, the redemption terms for the Series 2013 Bonds; (viii) the form of Series 2013 Bonds and of the Trustee's certificate of authentication, which shall be substantially in the form set forth herein with such variations, insertions or omissions as are appropriate and not inconsistent therewith; (ix) the provisions for the application of proceeds of the Series 2013 Bonds; and (x) upon the advice of the Authority's counsel and professional advisors and subject to the parameters set forth herein and the terms set forth in the Authority's application to the Local Finance Board filed with the Division of Local Government Services of the Department of Community affairs dated December 13, 2012 with respect to the Series 2012 Bonds, the addition to, deletion from or modification of any provision of this Supplemental Bond Resolution, as originally adopted on February 6, 2013, and the Bond Resolution, the contents of which certificate may be incorporated in this Supplemental Bond Resolution and the Bond Resolution without the compliance with any other provision herein or in the Bond Resolution. The Authorized Officer executing any such certificate shall report the substance of such certificate to the Authority at the Authority's next public meeting; provided, however, that the terms of such Supplemental Bond Resolution or Certificate of an Authorized Officer shall be consistent with the provisions of the Bond Resolution, as supplemented and amended by this Supplemental Bond Resolution.

2. The Series 2013 Bonds shall be dated, and shall bear interest from the dated date thereof, on the basis of a 360 day year consisting of twelve 30-day months, and shall be payable as to principal and interest semiannually as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof

3. The Series 2013 Bonds shall bear interest at the rates per annum set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof, provided that the interest rate on the Series 2013 Bonds shall not exceed seven per centum (7%) per annum.

by the Applicable Trustee.

2. The Series Bonds shall be issued initially in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2013 Bonds. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the registry books of the Authority kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC. With respect to Series 2013 Bonds, registered in the registry books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, the Authority and any Fiduciary shall have no responsibility or obligation to any Participant or to any beneficial owner of such Series 2013 Bonds. Without limiting the immediately preceding sentence, the Authority and any Fiduciary shall have no responsibility or obligation with respect to (I) the accuracy of the records o DTC, Cede & Co. Or any participant with respect to any beneficial ownership interest in the Series 2013 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC or any notice with respect to the Series 2013 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Series 2013 Bonds. The Authority and any Fiduciary may treat as, and deem DTC to be; the absolute owner of each 2013 Bond for the purpose of payment of the principal or Redemption Price of, and interest on, each such Series 2013 Bond, for the purpose of giving notice of redemption and other matters with respect to such Series 2013 Bonds, for the purpose of registering transfers with respect to such Series 2013 Bonds and for all purposes whatsoever. The Applicable Paying Agent shall pay all principal or Redemption Price of, and interest on, the Series 2013 Bonds only to or upon the order of DTC, and all such payments hall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or Redemption Price of, and interest on, the Series 2013 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2013 Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of and interest on, the Series 2013 Bond pursuant to this Bond Resolution. Upon delivery by DTC to the Applicable Trustee of written notice to the effect that DTC has determined to a substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the terms "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2013 Bonds at any time by giving written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2013 Bonds if the Authority determines, and shall terminate the services of DTC with respect to the Series 2013 Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2013 Bonds to the effect that: (I) DTC is unable to discharge its responsibilities with respect to the Series 2013 Bonds be registered in the registrants books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2013 Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2013

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey (the "State"), including the county improvement authorities law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on _____ __and _____in each year, commencing _____, until the Authority's obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date stated hereon on such Principal Sum by check or draft of the Paying Agent mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month preceding the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee. However, so long as the Bonds (as hereinafter defined) are held in book entry form pursuant to the Bond Resolution (as hereinafter defined), the provisions of the Bond Resolution governing such book entry form shall govern repayment of principal or Redemption Price and interest of the Bonds.

The terms and provisions of this bond and definitions of certain terms used herein may be continued on these following pages of this bond and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth on the first page of this bond.

This bond is one of a duly authorized Series of Bonds of the Authority designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (Linden Football and Track Stadium Project)", in the aggregate principal amount of not to exceed $_____ issued under and in full compliance with the Constitution and statutes of the State, including the Act, and under and pursuant to a resolution authorizing the Series 2013 Bonds adopted by the Board of the Authority on March 5, 2005 entitled "Resolution Authorizing the Issuance of Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project) of the Union County Improvement Authority and Determining Other Matters Related Thereto, as amended and supplemented, including specifically as supplemented and amended by a Certificate of the Executive Director dated April 7, 2005 f, as further supplemented and amended by a Supplemental Bond Resolution adopted February__, 2013 entitled: "Resolution Authorizing The Issuance Of Lease Revenue Refunding Bonds, Series 2013 (Linden Football And Track Stadium Project) And Additional Bonds Of The Union County Improvement Authority", as amended and supplemented, including specifically as supplemented and amended by a Certificate of the Executive Director dated the date of issuance of the Bonds in accordance with Section 2.02(1)(e) of the Supplemental Resolution (together with any further amendments thereof or supplements therefor herein collectively called the "Bond Resolution").

All capitalized terms not defined herein or in the attachments hereto shall have the meanings set forth in the Bond Resolution as if fully set forth herein.

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee, as bond registrar, duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new fully registered bond or Bonds in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price of, and interest due hereon, and for all other purposes.

The Bonds shall be subject to redemption prior to their stated maturities thereof in accordance with the terms of the Bond Resolution.

The Bonds are payable upon redemption at the above mentioned office of the Paying Agent Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date then from and after the redemption date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

The principal or Redemption Price and interest of the Bonds are payable by the Authority solely from the Trust Estate and neither the State, the County, the City (except to the extent of payments under the Lease, which shall not secure the payment of any redemption premium), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any or interest of this bond and the issue of which it is one and neither the full faith and credit nor the taxing power of the State, the County, the City or any political subdivision thereof, including the Authority (which has no taxing power) is pledged to the payment of the principal or Redemption Price of, or interest on, this bond or the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond exist, have happened and have been performed and that the Series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the laws of the State, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Bond Resolution nor be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to laws or regulations (additional abbreviations may also be used not in the following list)

- as tenants in common
- as tenant by the
- entireties (Oust)

as joint tenants with right or survivorship an not as tenants in common
UNIF GIFT MIN ACT
____Custodian_____
(Minor)
under Uniform Gifts to
Minor Act
(State)
ASSIGNMENT
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _____
FOR VALUE RECEIVED The undersigned hereby sells, assigns and transfers unto
(Please Print or Typewrite Name and Address of Transferee)
the within bond, and all rights thereunder and hereby irrevocably constitutes and appoints Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

_____
Signature Guaranty:

NOTICE: Signature(s) • must be guaranteed by an approved eligible guarantor institution which is a City in a Securities Transfer Association

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatsoever.

10, to extent applicable to the Series 2013 Bonds, so that none of the Series 2013 Bonds will be or become an arbitrage bond; provided that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations

3. The Authority covenants that it shall require that neither the County, or any member of the same controlled group (within the meaning of the Treasury Regulations §1.150-1(e)) as the County, shall purchase the Series 2013 Bonds pursuant to an arrangement, formal or informal, in an amount related to the amount of the obligations acquired under the program from such persons by the Authority.

4. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds, the Authority shall comply with the provisions of the Code applicable to the Series 2013 Bonds, including without limitation the provisions of the Code relating to computation of the yield on investments of the Gross Proceeds (as defined in the Letter of Instructions) of the Series 2013 Bonds, reporting of earnings on the Gross Proceeds of the Series 2013 Bonds, and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Letter of Instructions, to be delivered by Bond Counsel at the time the Bonds are issued, as to compliance with the Code with respect to the Series 2013 Bonds, as such letter may be amended from time to time, as a source of guidance for compliance with the Code.

5. The Authority shall not take or permit any action or fail to take any action which would cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code or cause the interest on the Series 2013 Bonds to be treated as an item of tax preference under Section 57 of the Code.

6. Notwithstanding any other provision of the Bond Resolution or this Supplemental Bond Resolution to the contrary, the covenants contained in this Section shall survive the payment of the Series 2013 Bonds and the interest thereon, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds.

ARTICLE V
MISCELLANEOUS

5.1. Preliminary Official Statement. (a). The Chairperson of the Authority is hereby authorized to execute a certificate addressed to the underwriters of the Series Bonds stating that the preliminary official statement to be prepared by the Authority with respect to the Series 2013 Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Preliminary Official Statement to be prepared in connection with the Series 2013 Bonds is hereby authorized, subject to review and approval of the final form thereof by the Chairperson and/or Executive Director of the Authority and the distribution of the Preliminary Official Statement is connection with the pricing of the Series 2013 Bonds is hereby authorized The Chairperson, Executive Director and/or such other appropriate officials of the Authority as necessary or hereby authorized to prepare the final Official Statement in connection with the issuance of the Series 2013 Bonds in substantially the form in conjunction herewith or with such other changes as approved by Bond Counsel and the Chairperson, Executive Director and/or such other appropriate officials of the Authority, to be used by the Underwriter in connection with the sale of the bonds. The Chairperson, Executive Director and/or such other appropriate officials of

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS, SERIES 2013 (LINDEN FOOTBALL AND TRACK STADIUM PROJECT) AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
JOHN SALERNO, Secretary

Dated: February 6, 2013
[SEAL]

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF REQUESTS FOR QUALIFICATIONS OF PROFESSIONAL SERVICES PROVIDERS AND DESIGNATING AN EVALUATION TEAM TO REVIEW QUALIFICATIONS STATEMENTS SUBMITTED IN RESPONSE THERETO** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)

4. The Series 2013 Bonds shall be issued in the denomination of $5,000 or any integral multiples of $5,000. Unless the Authority shall otherwise direct, the Series 2013 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter R and such other letter determined by the Trustee prefixed to the number. Subject to the provisions of this Supplemental Bond Resolution and the Bond Resolution, the form of the Series 2013 Bonds and the Trustee's certificate or authentication shall be substantially in the form set forth in this Supplemental Bond Resolution and the Bond Resolution.

5. The principal and Redemption Price of the Series 2013 Bonds shall be payable at the principal corporate trust office of the Trustee appointed pursuant to this Supplemental Bond Resolution, or a subsequent resolution of the Authority. The principal and Redemption Price of all Series 2013 Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Trustee as permitted by this Supplemental Bond Resolution and the Bond Resolution. Interest on the Series 2013 Bonds shall be payable by check or draft of the Paying Agent, mailed or transmitted, respectively, to the Holders thereof as the same appear as of the Record date on the books of the Authority maintained by the Trustee. However, so long as the Series 2013 Bonds are held in book-entry form pursuant to Section 2.5 hereof, the provisions of Section 2.5 shall govern the payments and principal and Redemption Price, if any, of, and interest on, the Series 2012 Bonds.

6. The Bonds may be subject to mandatory, extraordinary or optional redemption as set forth in the Certificate of an Authorized Officer in accordance with Section 2.3(1) hereof in accordance with this Supplemental Bond Resolution and Bond Resolution.

7. All other terms with respect to the Series 2013 Bonds shall be set forth in the Bond Resolution.

2.4. Execution and Authentication. The Series 2013 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairperson or Vice Chairperson and the corporate seal of the Authority or a facsimile thereof shall be impressed or imprinted on each Series 2013 Bonds and attested by the manual or facsimile signature of the Secretary. The Series 2013 Bonds shall bear thereon a certificate of authentication, in the form set forth in this Supplemental Resolution, executed manually by the Trustee. Only such Series 2013 Bonds as shall thereon such certificate or authentication shall be entitled to any right or benefit under this Supplemental Bond Resolution and the Bond Resolution, and no Series 2013 Bond shall be valid or mandatory for any purpose until such certificate of authentication shall have been duly executed by and authorized Officer of the Trustee. Such certificate of the Trustee upon any Series 2013 Bond authenticated has been duly authenticated and delivered under this Supplemental Bond Resolution and the Bond Resolution and that the Holder thereof is entitled to the benefits of this Supplemental Bond Resolution and the Bond Resolution.

2.5 Book Entry System.

1. Except as provided in subparagraph 3 of Section 2.5, the registered holder of all of the Series 2013 Bonds shall be, and the Series 2013 Bonds shall be registered in the name of, Cede & Co., as nominee of DTC. Payment of semiannual interest for any Initial Bond shall be made by wire transfer to the account of Cede & Co. On the Interest Payment Date for the Series 2013 Bonds at the address indicated for Cede & Co., in the registry books of the Authority kept

by the Applicable Trustee.

2. The Series Bonds shall be issued initially in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2013 Bonds. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the registry books of the Authority kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC. With respect to Series 2013 Bonds, registered in the registry books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, the Authority and any Fiduciary shall have no responsibility or obligation to any Participant or to any beneficial owner of such Series 2013 Bonds. Without limiting the immediately preceding sentence, the Authority and any Fiduciary shall have no responsibility or obligation with respect to (I) the accuracy of the records o DTC, Cede & Co. Or any participant with respect to any beneficial ownership interest in the Series 2013 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC or any notice with respect to the Series 2013 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Series 2013 Bonds. The Authority and any Fiduciary may treat as, and deem DTC to be; the absolute owner of each 2013 Bond for the purpose of payment of the principal or Redemption Price of, and interest on, each such Series 2013 Bond, for the purpose of giving notice of redemption and other matters with respect to such Series 2013 Bonds, for the purpose of registering transfers with respect to such Series 2013 Bonds and for all purposes whatsoever. The Applicable Paying Agent shall pay all principal or Redemption Price of, and interest on, the Series 2013 Bonds only to or upon the order of DTC, and all such payments hall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal or Redemption Price of, and interest on, the Series 2013 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2013 Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of and interest on, the Series 2013 Bond pursuant to this Bond Resolution. Upon delivery by DTC to the Applicable Trustee of written notice to the effect that DTC has determined to a substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the terms "Cede & Co." in this Bond Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2013 Bonds at any time by giving written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2013 Bonds if the Authority determines, and shall terminate the services of DTC with respect to the Series 2013 Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2013 Bonds to the effect that: (I) DTC is unable to discharge its responsibilities with respect to the Series 2013 Bonds be registered in the registrants books kept by the Applicable Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2013 Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2013

Bonds pursuant to subsection 2.5(3)(b) (ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2013 Bonds pursuant to subsection 2.5(3)(a) or subsection 2.5(3)(b)(i) hereof, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found, which, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, the Series 2013 Bonds shall no longer be restricted to being registered in the registration books kept by the Applicable Trustee in the name of Cede & Co. As nominee of DTC, but my registered in whatever name or names Bondholders transferring or exchanging Series 2013 Bonds shall designate, in accordance with the provisions of Article II hereof.

4. Notwithstanding any other provisions of this Bond Resolution to the contrary, as long as any Series 2013 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Series 2013 Bond and all notices with respect to such Series 2013 Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Authority and the Applicable Trustee addressed to DTC with respect to the Series 2013 Bonds.

5. In connection with any notice or other communication to be provided to Bondholders pursuant to this Supplemental Bond Resolution and the Bond Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

ARTICLE III
BOND FORM

3.01. Form of Bonds, Applicable Trustee's Authentication Certificate. Subject to the provisions of this Bond Resolution, the form of the Refunding Bonds and any other Series of Bonds designated by this Supplemental Bond Resolution, with any appropriate changes as set forth in any Supplemental Resolution and the Applicable Trustee's certificate of authentication shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
*No. R*_____ **COUNTY OF UNION** $_____
THE UNION COUNTY IMPROVEMENT AUTHORITY

City Of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (Linden Football And Track Stadium Project)

Interest Rate	Maturity Date	Dated Date	Cusip No.
_____%	_____20__	_____2013	___

Registered Owner CEDE & Co.

Principal Sum: _____($_____) ..... **Dollars**

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey (the "State"), including the county improvement authorities law, constituting chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on _____ __and _____in each year, commencing _____, until the Authority's obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date stated hereon on such Principal Sum by check or draft of the Paying Agent mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month preceding the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee. However, so long as the Bonds (as hereinafter defined) are held in book entry form pursuant to the Bond Resolution (as hereinafter defined), the provisions of the Bond Resolution governing such book entry form shall govern repayment of principal or Redemption Price and interest of the Bonds.

The terms and provisions of this bond and definitions of certain terms used herein may be continued on these following pages of this bond and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth on the first page of this bond.

This bond is one of a duly authorized Series of Bonds of the Authority designated "City of Linden General Obligation Lease Revenue Refunding Bonds, Series 2013 (Linden Football and Track Stadium Project)", in the aggregate principal amount of not to exceed $_____ issued under and in full compliance with the Constitution and statutes of the State, including the Act, and under and pursuant to a resolution authorizing the Series 2013 Bonds adopted by the Board of the Authority on March 5, 2005 entitled "Resolution Authorizing the Issuance of Lease Revenue Bonds, City of Linden Guaranteed (Linden Football and Track Stadium Project) of the Union County Improvement Authority and Determining Other Matters Related Thereto, as amended and supplemented, including specifically as supplemented and amended by a Certificate of the Executive Director dated April 7, 2005 f, as further supplemented and amended by a Supplemental Bond Resolution adopted February__, 2013 entitled: "Resolution Authorizing The Issuance Of Lease Revenue Refunding Bonds, Series 2013 (Linden Football And Track Stadium Project) And Additional Bonds Of The Union County Improvement Authority", as amended and supplemented, including specifically as supplemented and amended by a Certificate of the Executive Director dated the date of issuance of the Bonds in accordance with Section 2.02(1)(e) of the Supplemental Resolution (together with any further amendments thereof or supplements therefor herein collectively called the "Bond Resolution").

All capitalized terms not defined herein or in the attachments hereto shall have the meanings set forth in the Bond Resolution as if fully set forth herein.

As provided in the Bond Resolution, the Bonds, and all other Bonds issued on a parity with the Bonds under the Bond Resolution (herein collectively called the "Bonds"), are direct and special obligations of the Authority payable solely from and secured as payment of the principal or Redemption Price and interest thereon, in accordance with their terms and the provisions of the Bond Resolution solely by the Trust Estate, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

Copies of the Bond Resolution are on file at the office of the Authority and at the above mentioned office of the Trustee, and reference is hereby made to the Act and to the Bond Resolution including any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement or such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security under the Bond Resolution and for the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Authority under the Bond Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Trustee.

As provided in the Bond Resolution, Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Bond Resolution provided. The aggregate principal amount of Bonds which may be issued under the Bond Resolution is not limited, and all Bonds issued and to be issued under the Bond Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Bond Resolution.

To the extent and in the manner permitted by the terms of the Bond Resolution, the provisions of the Bond Resolution, including any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Authority, (i) without the consent of the Bondholders as provided in the Bond Resolution or (ii) with the written consent of the holders of at least two-thirds (2/3) in principal amount of the Bonds Outstanding under the Bond Resolution at the time such consent is given, and, in case less than all of the several Series of Bonds then Outstanding are affected thereby, two-thirds (2/3) in principal amount of the Bonds so affected and outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain outstanding under the Bond Resolution, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of the Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Trustee, as bond registrar, duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon a new fully registered bond or Bonds in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price of, and interest due hereon, and for all other purposes.

The Bonds shall be subject to redemption prior to their stated maturities thereof in accordance with the terms of the Bond Resolution.

The Bonds are payable upon redemption at the above mentioned office of the Paying Agent Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Bonds and portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date then from and after the redemption date interest on such Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the registered owner of any Bonds which are to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

The principal or Redemption Price and interest of the Bonds are payable by the Authority solely from the Trust Estate and neither the State, the County, the City (except to the extent of payments under the Lease, which shall not secure the payment of any redemption premium), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any or interest of this bond and the issue of which it is one and neither the full faith and credit nor the taxing power of the State, the County, the City or any political subdivision thereof, including the Authority (which has no taxing power) is pledged to the payment of the principal or Redemption Price of, or interest on, this bond or the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond exist, have happened and have been performed and that the Series of Bonds of which this is one, together with all other indebtedness of the Authority, complies in all respects with the laws of the State, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Bond Resolution nor be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate of Authentication hereon.

IN WITNESS WHEREOF, The Union County Improvement Authority has caused this bond to be executed in its name and on behalf by the manual or facsimile signature of its Chairman or Vice Chairman, and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the date hereof.

THE UNION COUNTY IMPROVEMENT AUTHORITY

By:_____
Chairman or Vice Chairman

(SEAL)
Attest:

By:_____
Secretary or Assistant Secretary

FORM OF CERTIFICATE OF AUTHENTICATION ON Series 2013 BONDS

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2013 issued pursuant to the within mentioned Bond Resolution.

_____
as Trustee
Bonds delivered

BY:_____
Authorized Signatory

The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to laws or regulations (additional abbreviations may also be used not in the following list)

- as tenants in common
- as tenant by the
- entireties (Oust)

as joint tenants with right or survivorship an not as tenants in common
UNIF GIFT MIN ACT
____Custodian_____
(Minor)
under Uniform Gifts to
Minor Act
(State)
ASSIGNMENT
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _____
FOR VALUE RECEIVED The undersigned hereby sells, assigns and transfers unto
(Please Print or Typewrite Name and Address of Transferee)
the within bond, and all rights thereunder and hereby irrevocably constitutes and appoints Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

_____
Signature Guaranty:

NOTICE: Signature(s) • must be guaranteed by an approved eligible guarantor institution which is a City in a Securities Transfer Association

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatsoever.

ARTICLE IV
GENERAL COVENANTS

4.1 Payment of Bonds: Special Obligations of Authority. The Authority shall pay or cause to be paid the principal or Redemption Price, if any, and interest of the Series 2013 Bonds on the date, at the place and in the manner provided in this Supplemental Bond Resolution and in the Series 2013 Bonds, according to the true intent and meaning thereof; provided, however, that the Series 2013 Bonds are special obligations of the Authority, the principal or Redemption Price of and interest on which are payable solely from the Trust Estate. The Series 2013 Bonds shall not be payable from the general fund of the Authority and shall not constitute a legal or equitable pledge of, or lien or encumbrance upon, any of the assets or property of the Authority (other than the Trust Estate) or upon any of its income, receipts or revenues, except as provided in the Bond Resolution and this Supplemental Bond Resolution. The full faith and credit of the Authority are not pledged, either expressly or by implication, to the payment of the Series 2013 Bonds. The Authority has no taxing power and has no claim on any revenues or receipts of the State or the County (except as expressly provided in the Agreement regarding Lease Payments) or any agency or political subdivision thereof.

4.2 Observance and Performance of Duties, Covenants, Obligations and Agreements: Representations as to Authorization and Validity of the Series 2013 Bonds. The Authority shall faithfully observe and perform at all times all of its duties, covenants, obligations and agreements contained in the Bond Resolution and this Supplemental Resolution or in any Series 2013 Bonds executed, authenticated and delivered under this Supplemental Bond Resolution or in any proceedings of the Authority pertaining thereto. The Authority represents and covenants that: (i) it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Series 2013 Bonds, to pledge the Trust Estate in the manner and to the extent set forth in this Bond Resolution and this Supplemental Bond Resolution; (ii) all action on its part for the issuance of the Series 2013 Bonds will be duly and effectively taken; and (iii) the Series 2013 Bonds in the hands of the Holders thereof will be valid and binding special obligations of the Authority enforceable according to their terms.

4.3 Further Assurance. The Authority will pass, make, do, execute, acknowledge and deliver any and all such further resolutions, indentures, actions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Supplemental Bond Resolution and for the better assuring and confirming unto the Holders of the Series 2013 Bonds the rights and benefits provided in the Bond Resolution and this Supplemental Bond Resolution.

4.4 Tax Covenants.

1. In connection with the issuance of the Series 2013 Bonds an Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority (I) the Tax Certificate and (ii) any similar documents relating to the characterization of the Series 2013 Bonds are not being "arbitrage bonds" within the meaning of Sections 103(a) (2) and 148 of the Code.

2. The Authority will make no use of the proceeds of the Series 2013 Bonds which would cause the Series 2013 Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code; and the Authority will direct the Trustee and all officers having custody or control of the proceeds of the Series 2013 Bonds, throughout the term of the Bonds, to comply with applicable requirements of Section 148(a) of the Code and Treasury Regulations §1.148-1 through §1.148-

10, to extent applicable to the Series 2013 Bonds, so that none of the Series 2013 Bonds will be or become an arbitrage bond; provided that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations

3. The Authority covenants that it shall require that neither the County, or any member of the same controlled group (within the meaning of the Treasury Regulations §1.150-1(e)) as the County, shall purchase the Series 2013 Bonds pursuant to an arrangement, formal or informal, in an amount related to the amount of the obligations acquired under the program from such persons by the Authority.

4. In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds, the Authority shall comply with the provisions of the Code applicable to the Series 2013 Bonds, including without limitation the provisions of the Code relating to computation of the yield on investments of the Gross Proceeds (as defined in the Letter of Instructions) of the Series 2013 Bonds, reporting of earnings on the Gross Proceeds of the Series 2013 Bonds, and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Letter of Instructions, to be delivered by Bond Counsel at the time the Bonds are issued, as to compliance with the Code with respect to the Series 2013 Bonds, as such letter may be amended from time to time, as a source of guidance for compliance with the Code.

5. The Authority shall not take or permit any action or fail to take any action which would cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code or cause the interest on the Series 2013 Bonds to be treated as an item of tax preference under Section 57 of the Code.

6. Notwithstanding any other provision of the Bond Resolution or this Supplemental Bond Resolution to the contrary, the covenants contained in this Section shall survive the payment of the Series 2013 Bonds and the interest thereon, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2013 Bonds.

ARTICLE V
MISCELLANEOUS

5.1. Preliminary Official Statement. (a). The Chairperson of the Authority is hereby authorized to execute a certificate addressed to the underwriters of the Series Bonds stating that the preliminary official statement to be prepared by the Authority with respect to the Series 2013 Bonds is "deemed final" as of its date within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Preliminary Official Statement to be prepared in connection with the Series 2013 Bonds is hereby authorized, subject to review and approval of the final form thereof by the Chairperson and/or Executive Director of the Authority and the distribution of the Preliminary Official Statement is connection with the pricing of the Series 2013 Bonds is hereby authorized The Chairperson, Executive Director and/or such other appropriate officials of the Authority as necessary or hereby authorized to prepare the final Official Statement in connection with the issuance of the Series 2013 Bonds in substantially the form in conjunction herewith or with such other changes as approved by Bond Counsel and the Chairperson, Executive Director and/or such other appropriate officials of the Authority, to be used by the Underwriter in connection with the sale of the bonds. The Chairperson, Executive Director and/or such other appropriate officials of

the Authority are authorized to execute any certificates necessary in connection with the distribution of the Official Statement,.

5.2. The Chairperson, Executive Director and/or such other appropriate officials of the Authority are hereby authorized and directed to do any and all acts, and to make, execute and deliver any and all certificates, documents, and instruments, deemed necessary or useful and convenient by the, subject to the advice of Bond Counsel to the Authority, in furtherance of the issuance of the Series 2013 Bonds and the uses of the proceeds thereof and other related transactions.

5.3. Underwrite and Purchase Agreement. The Series 2013 Bonds are hereby authorized to be sold to NW.Capital, Inc., as the Underwriter (the "Underwriter") at the purchase price to be sated in Contract of Purchase (the "Purchaser Contract"), which shall not exceed $3,580,000 plus accrued interest, and at an interest rate not to exceed 5.00%. The Chairperson and/or Executive Director are hereby authorized to execute the Purchase Agreement in accordance with the terms of this Supplemental Bond Resolution.

5.4. Trustee/Paying Agent/Registrar/Escrow Agent. The Authority shall appoint the Trustee, Paying Agent, Registrar, and Escrow Agent by separate resolution of the Authority.

5.5 Severability of Invalid Provisions. If any one or more of the provisions contained in this Supplemental Bond Resolution or in the Series 2013 Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Supplemental Bond Resolution or in the Series 2013 Bonds and such invalidity, illegality or enforce ability shall not affect any other provision of this Supplemental Bond Resolution, and this Supplemental Bond Resolution shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into this Supplemental Bond Resolution and each and every section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Series 2013 Bonds pursuant thereto irrespective of the fact that any one of more sections, paragraphs, sentences, clauses or phrases of this Supplemental Bond Resolution may be held illegal, invalid or unforceable.

5.6. Effective Date. This Supplemental Bond Resolution shall take effect immediately upon adoption.

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS, SERIES 2013 (LINDEN FOOTBALL AND TRACK STADIUM PROJECT) AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
JOHN SALERNO, Secretary

Dated: February 6, 2013
[SEAL]

RESOLUTION NO.: 15-2013

Member Mcsheerin introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF REQUESTS FOR QUALIFICATIONS OF PROFESSIONAL SERVICES PROVIDERS AND DESIGNATING AN EVALUATION TEAM TO REVIEW QUALIFICATIONS STATEMENTS SUBMITTED IN RESPONSE THERETO

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, in order to carry out the stated purposes and goals for which the Authority was created, the Authority requires, from time to time, professional services relating to and in furtherance of its activities; and

WHEREAS, the Authority has determined to undertake a fair and open process pursuant to N.J.S.A. 19:44A-20.5 *et seq.* to solicit qualifications statements from professional services providers, and for that purpose, wishes to issue a Request for Qualifications ("RFQ"), which shall be published in accordance with law, and which shall solicit qualifications statements from al interested service providers; and

WHEREAS, the Authority also wishes to designate an Evaluation Team to review and make recommendations concerning the qualifications statements the Authority receives in response to the RFQ, which Evaluation Team shall be comprised of the Executive Director of the Authority, DeCotiis, FitzPatrick & Cole, LLP; NW Financial Group, LLC; the Chairman of the Authority's Board of Commissioners, and one member of the Authority's Board of Commissioners; and

WHEREAS, in the event NW Financial Group LLC and/or DeCotiis, FitzPatrick & Cole LLP submit a qualifications statement, the representatives of those firms serving on the Evaluation Team shall exempt themselves from review of and deliberations about their firms' qualifications statements;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY hereby authorizes the issuance of Requests for Qualifications for professional services, which RFQ shall be issued on February 7, 2013; and

BE IT FURTHER RESOLVED that the Authority authorizes and appoints the Evaluation Team to review and make recommendations about the qualifications statements of professionals submitted in response to the RFQ.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE ISSUANCE OF REQUESTS FOR QUALIFICATIONS OF PROFESSIONAL SERVICES PROVIDERS AND DESIGNATING AN EVALUATION TEAM TO REVIEW QUALIFICATIONS STATEMENTS SUBMITTED IN RESPONSE THERETO** is a true copy of a resolution adopted by the governing body of the Authority on February 6, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
John Salerno, Secretary

Dated: February 6, 2013
(SEAL)