

**COUNTY GUARANTEED LEASE REVENUE BOND RESOLUTION
(UNION COUNTY FAMILY COURT BUILDING PROJECT)**

**THE UNION COUNTY IMPROVEMENT AUTHORITY
COUNTY GUARANTEED LEASE REVENUE BOND RESOLUTION
(UNION COUNTY FAMILY COURT BUILDING PROJECT)**

**Adopted February 10, 2021,
as amended and supplemented by a Certificate of the Project Manager
dated March __, 2021**

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Resolution No. 32-2021
Adoption Date February 10, 2021

No Sufficiency of Funds Required Debi Taylor
Form and Legality David Marshall

COUNTY GUARANTEED LEASE REVENUE BOND RESOLUTION (UNION COUNTY FAMILY COURT BUILDING PROJECT)

WHEREAS, the Union County Improvement Authority (the “Authority”) has been duly created by an ordinance of the Union County Board of Chosen Commissioners (subsequently renamed as the “Board of County Commissioners”) 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, in 2012, the Authority, at the request of the County, financed the planning, design, construction and equipping of a Family Court Building and a parking deck located AT 10 Cherry Street, Elizabeth, New Jersey (the “Improvements”) and

WHEREAS, the Authority issued its County Guaranteed Lease Revenue Bonds, Series 2012 (Union County Family Court Building Project – Elizabeth) (the “Series 2012 Bonds”) to finance the Improvements; and

WHEREAS, the County has determined to refinance the Series 2012 Bonds through the Authority; and

WHEREAS, the Authority is desirous of assisting in the refinancing of such Series 2012 Bonds, to the extent permitted by law; and

WHEREAS, the Authority expects to obtain funds to assist the refinancing of the Series 2012 Bonds through the issuance of its bonds in an amount not to exceed \$48,000,000 County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project) (the “Series 2021 Bonds”) issued pursuant to a Bond Resolution to be adopted by the Authority entitled “COUNTY GUARANTEED LEASE REVENUE BOND RESOLUTION (UNION COUNTY FAMILY COURT BUILDING PROJECT)” (the “Resolution”); and

WHEREAS, pursuant to the Act, specifically Section 34 thereof (N.J.S.A. 40:37A-77), the Authority is authorized to enter into and perform any lease or other agreement with the County for the

Commissioner	Motion	Second	Yes/Aye	No-Nay	Abstain	Absent
David Barnett			✓			
Steve Hockaday		✓	✓			
Christopher Kolibas			✓			
Debra Marshall			✓			
Andrea Mojica	✓		✓			
Ahmed Shehata			✓			
Scott Huff, Vice Chairman			✓			
Sebastian D’Elia, Chairman			✓			

lease to or use by the Authority 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); and

WHEREAS, the County intends to lease the real property upon which the Improvements are situated to the Authority pursuant to the terms of a Ground Lease to be dated as of the first day of the month of issuance of the Series 2021 Bonds between the County, as lessor, and the Authority, as lessee (together with any amendments thereof or supplements thereto in accordance with its terms, the "Ground Lease");

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 County for the lease to or use by the County 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); and

WHEREAS, subject to the provisions of the Lease Agreement (Union County Family Court Building Project – Elizabeth), dated as of May 1, 2012, by and between the Authority, as lessor, and the County, as Lessee, as amended and supplemented, the Authority intends to lease the Improvements and the real property upon which the Improvements are situated to the County pursuant to the terms of a Lease and Agreement to be dated as of the first day of the month of issuance of the Series 2021 Bonds between the Authority, as lessor, and the County, as lessee (together with any amendments thereof or supplements thereto in accordance with its terms, the "Lease"); and

WHEREAS, during the term of the Lease, title to the Improvements will reside with the County; and

WHEREAS, in accordance with the terms of the Lease, (i) the County will manage and operate the Improvements, collect and disburse the revenues realized and pay the expenses incurred in connection therewith; and

WHEREAS, in order to induce the prospective purchasers of the Series 2021 Bonds to purchase same, and to provide additional security, the Series 2021 Bonds shall otherwise be secured by a guarantee ordinance adopted by the County unconditionally and irrevocably guaranteeing the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2021 Bonds, all pursuant to Section 37 of the Act (N.J.S.A. 40:37A-80); 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 Series 2021 Bonds, the Authority shall make a detailed report with respect to such financing to the Board of County Commissioners of the County, which report shall include copies or a description of, without limitation, the various financing documents; and

WHEREAS, in accordance with N.J.S.A 40A:5A-6 and N.J.S.A. 40:37A-80 the Authority shall make application, on behalf of the Authority and the County 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 financing, including, *inter alia*, this Bond Resolution, the Lease, the Ground Lease, the County Guaranty, and Continuing Disclosure Agreement; and

WHEREAS, in accordance with the terms of Section 37 of the Act (N.J.S.A. 40:37A-80) and the County Guaranty, the County shall be obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property within the County 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 Series 2021 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 County; (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 for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the County.

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

**ARTICLE I
DEFINITIONS AND STATUTORY AUTHORITY**

Section 101. Definitions.

The following terms shall, for all purposes of the Resolution, have the following meanings:

Account or Accounts shall mean, as the case may be, each or all of the Accounts established in Article V.

Accountant's Certificate shall mean a certificate signed by an independent certified public accountant of recognized standing or a firm of independent certified public accountants of recognized standing, selected by the Authority, who may be the accountant or firm of accountants who regularly audit the books of the Authority.

Act shall mean the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, as amended and supplemented.

Additional Bond or Additional Bonds shall mean any Bond or Bonds of the Authority which are authorized and issued pursuant to the terms of Sections 202 and 203 hereof.

Additional Rent shall have the meaning assigned thereto in the Lease.

Aggregate Debt Service for any period shall mean, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Bonds then Outstanding.

Annual Authority Administrative Fee shall mean an amount equal to 1/8 of 1% of the outstanding par amount of any Series of Bonds as an annual fee for the general administrative expenses of the Authority, or as may be set forth in a Supplemental Resolution or certificate of the Authorized Authority Representative authorizing a Series of Bonds.

Authority shall mean The Union County Improvement Authority, a public body corporate and politic organized and existing under the Act and created pursuant to a resolution of the Board of Chosen Freeholders of Union County adopted on June 5, 1986, and any successor to its duties and functions.

Authority Administrative Expenses shall mean the expenses of the Authority and its agents and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Resolution, the Ground Lease and the Lease,

including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses, including but not limited to indemnification expenses, if any, incurred in connection with the issuance of any Bonds, the financing of the Project or the compelling of the full and punctual performance of this Resolution, the Lease and the Ground Lease in accordance with the terms hereof and thereof, (iv) all fees and expenses, including but not limited to, continuing disclosure expenses and indemnification expenses, if any, of counsel, fiduciaries and others, and (v) any fees and expenses, including but not limited to indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee in connection with the performance of their respective fiduciary responsibilities under the Resolution, the Lease or the County Guaranty, all to the extent not capitalized pursuant to the requirements of the Resolution.

Authorized Authority Representative shall mean the Chairman, Vice Chairman or Project Manager of the Authority or any person or persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signatures of each such person.

Authorized Lessee Representative shall mean any person or persons authorized to act on behalf of the Lessee by a written certificate signed on behalf of the Lessee by the Chairman of the Board of County Commissioners of the Lessee, containing the specimen signature of each such person.

Authorized Denominations shall mean \$5,000 or any integral multiple of \$5,000.

Authorized Newspaper shall mean a financial newspaper customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language and of general circulation in the Borough of Manhattan, City and State of New York.

Bonds shall mean the Series 2021 Bonds and any Additional Bonds.

Bond Counsel shall mean Gibbons P.C. or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority.

Bond Registrar shall mean, Manufacturers and Traders Trust Company, Iselin, New Jersey, its successors and assigns, or any other commercial bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by the Authority to perform the duties of the Bond Registrar enumerated in the Resolution.

Bondholder or Holder of Bonds or Holder shall mean any person who shall be the registered owner of any Bond or Bonds.

Business Day shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State or the State of New York or a day on which the Trustee, the Bond Registrar or any Paying Agent is authorized legally to close.

Contract of Purchase shall mean that certain Contract of Purchase between the Authority and the underwriters named therein with respect to the sale and purchase of the Series 2021 Bonds.

Code shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Cost or Cost of the Project shall mean all costs incurred in providing the payment for and financing or refinancing of all or a portion of the costs of the planning, acquisition, engineering, construction, reconstruction, renovation, rehabilitation, repair, improvement, expansion, financing or refinancing of the Project, including but not limited to, funds for:

(1) the cost of acquisition of lands, rights-of-way, property rights, easements and interests required by the Authority for acquisition, the cost of demolishing or removing any buildings or structures on land so acquired, including the cost of acquiring any lands to which buildings or structures may be moved;

(2) the cost of machinery, furnishings, equipment, financing expenses, engineering, architectural, construction management, research and development with respect to the Facilities, legal expenses, plans, specifications, surveys, environmental work, estimates of costs and revenues, working capital, other expenses necessary or incidental to determining the feasibility or practicability of construction, expansion or renovation of the Facilities, administrative expenses and all other expenses, including, but not limited to operating expenses, as may be necessary or incidental to the construction, expansion or renovation of the Facilities;

(3) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as the Authority may reasonably determine to be necessary in accordance with the provisions of the Resolution, including all amounts required by the Resolution to be paid from the proceeds of Bonds into the Debt Service Fund;

(4) the costs and expenses, including discounts to the underwriters or other purchasers thereof, if any, incurred in the issuance and sale of any Series of Bonds or bonds, notes or other evidences of indebtedness from time to time, the proceeds of which have been or will be required to be applied to one or more purposes for which Bonds could be issued;

(5) the payment of principal, premium, if any, and interest when due (whether at the maturity of principal or at the due date of interest or upon redemption) on bonds, notes or other evidences of indebtedness (other than Bonds), the proceeds of which have been or will be required to be applied to one or more purposes for which Bonds could be issued;

(6) the costs related to the issuance of the Bonds; and

(7) any other "Cost" as such term is used in and defined in the Act.

County shall mean the County of Union, New Jersey.

County Guaranty shall mean the guaranty of the County adopted pursuant to N.J.S.A. 40:37A-80, securing the timely payment of the principal of and interest on the Series 2021 Bonds,

as approved by resolution of the Board of County Commissioners of the County, as same may be amended from time to time.

Debt Service for any period shall mean, as of any date of calculation and with respect to the Outstanding Bonds, an amount equal to the sum of (i) the interest accruing during such period on the Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Fund, and (ii) that portion of each Principal Installment for the Bonds which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for the Bonds or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of issuance of the Bonds, whichever is later. Such interest and Principal Installments shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. The calculations in the preceding sentence shall be made on the basis of a 30-day month and 360-day year.

Debt Service Fund shall mean the Debt Service Fund established in Section 502.

Debt Service Requirement shall mean, (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date plus that portion of the Principal Installment or Installments for the Bonds which would accrue to such date if such Principal Installment or Installments be deemed to accrue in the manner provided in the definition of "Debt Service" set forth in Section 101, and (ii) in the case of an Interest Payment Date on which both interest and a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date plus the Principal Installment or Installments due on such date.

Defeasance Obligations shall mean (a) direct non-callable obligations of the United States of America, (b) evidences of ownership of proportionate interests in future interest and principal payments on direct non-callable obligations of the United States of America held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and such underlying obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (c) pre-refunded municipal obligations rated "AAA" and "Aaa" by S & P Global Ratings, acting through Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc., respectively.

Depository shall mean any bank or trust company selected by the Authority as a depository of moneys and securities held under the provisions of the Resolution and shall include the Trustee and the Paying Agent.

DTC shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

Event of Default shall have the meaning given to such term in Section 801.

Facility Site shall have the meaning ascribed thereto in the Lease.

Facilities shall mean the Facility Site and the Improvements.

Fiduciary or Fiduciaries shall mean the Trustee, the Depositories, the Paying Agents, the Bond Registrar, or any or all of them, as may be appropriate.

Fund or Funds shall mean, as the case may be, each of all of the Funds established in Section 502; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

General Reserve Fund shall mean the General Reserve Fund established in Section 502.

Ground Lease shall mean that certain Ground Lease, executed in connection with the issuance of Bonds, by and between the Lessee and the Authority, as the same may, from time to time, be amended or supplemented.

Improvements shall mean the family court building and parking deck located at 10 Cherry Street, Elizabeth, New Jersey.

Initial Authority Financing Fee shall mean the amount equal to 1/8 of 1% of the outstanding par amount of any Series of Bonds for the initial financing fee of the Authority of such Series of Bonds, or as may be set forth in a Supplemental Resolution or certificate of Authorized Authority Representative authorizing a Series of Bonds.

Interest Payment Date shall mean each May 1 and November 1, commencing, with respect to the Series 2021 Bonds, on May 1, 2021, except as otherwise set forth in a certificate of an Authorized Authority Representative, or such other dates as are set forth in Supplemental Resolutions adopted in connection with the issuance of any Series of Bonds. In the event that an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

Investment Securities shall mean, to the extent permitted by law, (a) any direct and general obligation of or any obligation fully and unconditionally guaranteed by the United States of America including obligations that do not pay current interest; (b) any bond, debenture, note, participation certificate or other evidence of indebtedness issued or guaranteed by any of the following agencies: Bank for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Federal Land Banks, Federal National Mortgage Association, Government National Mortgage Association, Farmers Home Administration and Student Loan Marketing Association; (c) negotiable or nonnegotiable certificates of deposit or other bank deposit product issued by any bank, savings and loan association, trust company or national banking association (which may include any Fiduciary), and which certificates of deposit, except in the case of certificates of deposit issued by a bank, savings and loan association, trust company or national banking association (which may include any Fiduciary) either located in the State and eligible to accept deposits pursuant to the New Jersey Governmental Unit Deposit Protection Act or having capital stock and surplus of more than \$100,000,000, shall be continuously secured by obligations

described in clauses (a), (b) or (d) of this definition, that shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee by the bank, the savings and loan association, the trust company or the national banking association (which may include any Fiduciary) issuing such Certificates of deposit; (d) full faith and credit obligations of the State or of any political subdivision thereof or revenue obligations of the State or of any political subdivision thereof rated in any of the three highest long term or highest short term rating categories, as applicable, by S & P Global Ratings, acting through Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc., respectively, if such rating agency then has been outstanding rating on the Bonds or, if neither of such rating agencies then has an Outstanding rating on the Bonds, by any nationally recognized rating agency; (e) deposits in interest bearing accounts in any bank, savings and loan association, trust company or national banking association (which may include any Fiduciary) either located in the State and eligible to accept deposits pursuant to the New Jersey Governmental Unit Deposit Protection Act or having capital stock and surplus of more than \$100,000,000; (f) shares or beneficial interests in an investment fund or trust and whose assets consist solely of obligations described in clauses (a) or (b,) of this definition; (g) interests in the State of New Jersey Cash Management Fund; (h) any investment agreement with any bank, trust company or national banking association (which may include any Fiduciary) having a capital stock and surplus of more than \$100,000,000 or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York or Philadelphia for the purchase of securities described in clause (a) or (b) above, provided such investment agreements shall be continuously secured by obligations described in clauses (a) or (b) of this definition having a market value at all times at least equal to the principal amount invested in such investment agreement, and provided further that the investment agreement shall have been approved by S & P Global Ratings, acting through Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc., respectively, if it then has an outstanding rating on the Bonds; or (i) certificates that evidence direct ownership of the right to payments of principal or interest on obligations described in clause (a) hereof, provided that such obligations shall be held by the Trustee or in trust for the benefit of the Trustee by a bank, trust company or national banking association having a capital stock and surplus of more than \$200,000,000. The capital stock and surplus of any banking institution shall be determined by reference to its latest published financial statements.

Lease shall mean that certain Lease and Agreement, executed in connection with the issuance of Bonds, between the Authority and the Lessee, and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions hereof and thereof.

Lessee shall mean the County of Union, New Jersey, a public body corporate and politic.

Month shall mean a calendar month.

Operating Fund shall mean the Operating Fund established in Section 502.

Outstanding when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Resolution except:

- (a) Bonds cancelled by the Trustee at or prior to such date;
- (b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article IV;
- (c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III or Section 407 or Section 1106; and
- (d) Bonds deemed to have been paid as provided in subsections 2 or 3 of Section 1201.

Paying Agent shall mean Manufacturers and Traders Trust Company, Iselin, New Jersey, its successors and assigns, or any commercial bank or trust company designated as paying agent for the Bonds and its successor or successors hereafter appointed in the manner provided in the Resolution.

Pledged Property shall mean the Authority's right to receive Rentals under the Lease and the Revenues and Funds other than the Rebate Fund, including Investment Securities held in any such Fund hereunder, together with all proceeds and revenues of the foregoing and all of the Authority's right, title and interest in and to the foregoing, and all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and interest on the Bonds in accordance with the terms and provisions of this Resolution.

Principal Installment shall mean, as of any date of calculation, (i) the principal amount of the Bonds due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance of any Sinking Fund Installments due on a certain future date for the Bonds, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments.

Project shall mean, collectively, the acquisition, construction, improvement, equipping or furnishing of one or more facilities or items of capital equipment for use by the Lessee in furtherance of its purposes, all as set forth in Supplemental Resolutions adopted by the Authority from time to time.

Project Fund shall mean the Project Fund established in Section 502.

Rebate Fund shall mean the Rebate Fund established in Section 502.

Record Date shall mean the first day of the month in which the payment of interest is to be made (provided, however, if the Interest Payment Date is the 1st day of a month, the Record Date shall be on the fifteenth day of the month next preceding any Interest Payment Date).

Redemption Price shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Resolution.

Refunding Bonds shall mean Bonds issued to refund any outstanding Bonds or any bonds of the Authority issued to finance or refinance one or more projects on behalf of the Lessee.

Rentals shall have the meaning ascribed thereto in the Lease.

Resolution shall mean this County Guaranteed Lease Revenue Bond Resolution (Union County Family Court Building Project) as from time to time amended or supplemented by a Series Certificate or Supplemental Resolutions in accordance with the terms hereof.

Revenue Fund shall mean the Revenue Fund established in Section 502.

Revenues shall mean (i) all amounts received by the Authority under the Lease, including Rentals, (ii) payments received under the County Guaranty, (iii) any other amounts received from any other source by the Authority and pledged by the Authority as security for the payment of Bonds, and (iv) interest or other investment earnings received or to be received on any moneys or securities held pursuant to the Resolution and paid or required to be paid into the Revenue Fund.

Series shall mean all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Resolution or the Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 407 or Section 1106, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions.

Series Certificate shall mean the Series Certificate, if any, which may be executed by an Authorized Authority Representative making certain determinations in connection with the issuance of the Series 2021 Bonds.

Series 2012 Bonds shall mean, the Authority's County Guaranteed Lease Revenue Bonds, Series 2012 (Union County Family Court Building Project-Elizabeth) issued by the Authority pursuant to its bond resolution adopted March 7, 2012, as amended by a certificate of the Executive Director dated May 29, 2012.

Series 2021 Bonds shall mean, the Authority's County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project), which are authorized pursuant to Section 201 of the Resolution, authenticated and delivered under and pursuant to the Resolution.

Sinking Fund Installment shall mean the amount of money required hereby or by any Supplemental Resolution or Series Certificate, as applicable, of the Authority to be paid into the

Debt Service Fund by the Authority toward the retirement of any Bonds but does not include any amount payable by reason only of a maturity of any Bonds.

State shall mean the State of New Jersey or any successor to its duties and functions.

Supplemental Resolution shall mean any resolution supplemental to or amendatory of the Resolution adopted by the Authority in accordance with Article X hereof

Trustee shall mean Manufacturers and Traders Trust Company, Iselin, New Jersey, and its successor or successors and any other trustee that at any time may be substituted in its place pursuant to the Resolution.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words importing persons shall include firms, associations, corporations, districts, agencies and bodies, and words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and vice versa. All times referenced herein shall be to New York City time unless otherwise specifically noted.

Section 102. Authority for the Resolution.

This Resolution is adopted pursuant to the provisions of the Act.

Section 103. Resolution to Constitute Contract.

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of the Bonds; and the security interest granted and the pledge and assignment made in the Resolution and the covenants and agreements therein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, all except as expressly provided in or permitted by the Resolution.

ARTICLE II AUTHORIZATION AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds.

1. The Resolution authorizes the issuance of Bonds of the Authority to be designated as "County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project)", or such other designation as set forth in the Series Certificate, for the purpose of financing the purposes set forth in Section 203 of this Resolution. The Bonds shall be direct and special obligations of the Authority. The aggregate principal amount of the Bonds that may be executed, authenticated and delivered under the Resolution is not limited except as is or as hereafter may be provided in the Resolution or as may be limited by law.

2. The Bonds may be issued in one or more Series. The designation of such Bonds, in addition to the name "County Guaranteed Lease Revenue Bonds, Series 20__ (Union County Family Court Building Project)," shall include such further appropriate designations as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in any Supplemental Resolution authorizing the Series.

Section 202. General Provisions for Issuance of Bonds.

1. The Bonds shall be executed by the Authority for issuance under the Resolution and shall be delivered to the Trustee or the Bond Registrar. Thereupon the Trustee or the Bond Registrar shall authenticate and shall deliver the Bonds to the Authority or upon its order, but only upon the receipt by the Trustee of:

(a) an opinion of Bond Counsel to the effect that, except insofar as it may be limited by bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and the availability of any particular remedy, (i) the Authority has the right and the power under the Act, as amended to the date of such opinion, to adopt the Resolution; the Resolution has been duly and lawfully adopted by the Authority, is in full force and effect, is valid and binding upon the Authority and is enforceable in accordance with its terms and no other authorization for the adoption of the Resolution is required; (ii) the Resolution creates the valid pledge that it purports to create of the Pledged Property; and (iii) the Bonds are valid, binding, direct and special obligations of the Authority as provided in the Resolution, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Resolution and of the Act as amended to the date of such opinion, and the Bonds have been duly and validly authorized and issued in accordance with law, including the Act as amended to the date of such opinion, and in accordance with the Resolution;

(b) a written order as to the delivery of the Bonds signed by an Authorized Authority Representative, which order shall direct the application of the proceeds of the Bonds;

(c) in the case of the Series 2021 Bonds:

(i) a copy, duly certified by an Authorized Authority Representative, of the Resolution;

- (ii) a fully executed copy of the Lease;
- (iii) a fully executed copy of the Ground Lease;
- (iv) a copy of the County Guaranty; and

(v) an opinion of counsel to the County to the effect that, except insofar as it may be limited by bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and the availability of any particular remedy, the County Guaranty constitutes the legal, valid and binding obligation of the County and is enforceable in accordance with its terms.

(vi) Notwithstanding any other provision to the contrary herein, in the case of the Series 2021 Bonds, a Series Certificate setting forth (i) all of the items applicable to the Series 2021 Bonds that are detailed in Section 204 hereof and (ii) subject to the parameters set forth in the Authority's application to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs dated December 15, 2020 with respect to the Series 2021 Bonds and upon the advice of the Authority's Counsel and professional advisors, the addition to, deletion from or modification of any provision of this Resolution as originally adopted on February 10, 2021, the contents of which Series Certificate may be incorporated in this Resolution without compliance with any other provision herein, including, without limitation, Article X hereof. The Authorized Authority Representative executing any such Series Certificate shall report the substance of such Series Certificate to the Authority at the Authority's next public meeting

(d) In the case of each Series of Additional Bonds, a copy of the Supplemental Resolution authorizing such Additional Bonds, certified by an Authorized Authority Representative, which shall specify: (i) the authorized principal amount, the designation and the Series of such Bonds; (ii) the purposes for which such Series of Bonds are being issued which shall be the purposes specified in Section 203; (iii) the date, and the maturity date or dates, of the Bonds of such Series; (iv) the interest rate or rates or the method of calculation of the interest rate or rates of the Bonds of such Series; (v) the denominations of, the manner of dating, numbering and lettering, the Bonds of such Series; (vi) the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series; (vii) the Redemption Price or Prices, if any, and, subject to Article IV, the redemption terms for the Bonds of such Series; (viii) the amount and due date of each Sinking Fund Installment, if any, for Bonds of like maturity of such Series, provided that each Sinking Fund Installment due date shall fall upon an Interest Payment Date for such Bonds; (ix) if so determined by the Authority, provisions for the sale of the Bonds of such Series; (x) the amount (or the method of determining the amount), if any, to be deposited from the proceeds of such Series of Bonds or other sources in the Funds and Accounts established hereunder; (xi) the form of the Bonds of such Series, and the form of the Trustee's certificate of authentication, which forms shall be, respectively, substantially in the forms set forth in Section 1301, with such variations, omissions and insertions as are required or permitted by the Resolution; (xii) the establishment of separate Funds and Accounts for such Series of Additional Bonds; and (xiii) any other provisions not inconsistent with this Resolution or, in the opinion of Bond Counsel, not adversely affecting rights

of Bondholders hereunder, determining the details of the Bonds or of sale, creating Funds or Accounts and providing for credit enhancements; and

(e) such further documents, moneys and securities as are required by the provisions of any Supplemental Resolution adopted pursuant to Article X.

2. After the original issuance of the Bonds, no Bonds shall be issued except in lieu of or in substitution for other Bonds pursuant to Article III or Section 407 or 1106.

Section 203. Purpose of Series 2021 Bonds and Additional Bonds.

1. The Series 2021 Bonds shall be issued, authenticated and delivered to refund the Series 2012 Bonds.

2. Additional Bonds may, at the option of the Authority, be issued, authenticated and delivered from time to time to finance additional projects, to refinance existing projects or any combination thereof, all as provided in the Supplemental Resolution authorizing such Series; provided, however, that no Additional Bonds, other than Refunding Bonds, shall be issued unless the County shall have first evidenced its consent thereto. The proceeds, including accrued interest, if any, of Additional Bonds of each Series shall be applied simultaneously with the delivery of such Bonds as provided in the Supplemental Resolution authorizing such Series.

Section 204. The Series 2021 Bonds.

1. A Series of Bonds entitled to the benefit, the protection and the security of the Resolution are hereby authorized in the aggregate principal amount of not to exceed \$48,000,000. Such Series of Bonds shall be designated as and shall be distinguished from the Bonds of all other Series by the titles "County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project)".

2. The Series 2021 Bonds shall be dated and shall bear interest from the dated date specified therefor in the Contract of Purchase, except as otherwise provided in Section 301. The Series 2021 Bonds shall mature on the dates and in the principal amounts, and shall bear interest payable semiannually on the Interest Payment Dates at the respective rates per annum, set forth in the Contract of Purchase; provided that (i) each maturity date shall be a May 1, (ii) the final maturity date shall not be later than May 1, 2042 and (iii) no interest rate shall exceed six percent (6%) per annum.

3. The Series 2021 Bonds shall be issued in Authorized Denominations. Unless the Authority shall otherwise direct, the Series 2021 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter "R" and/or such other letter as determined by the Trustee prefixed to the number. Subject to the provisions of this Resolution, the form of the Series 2021 Bonds and the Trustee's certificate of authentication shall be substantially in the form set forth in Section 1301.

4. The principal and Redemption Price of the Series 2021 Bonds shall be payable at the principal corporate trust office of the Paying Agent initially appointed by the Authority for the Series 2021 Bonds. The principal and Redemption Price of all Series 2021 Bonds shall also be

payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by this Resolution. Interest on the Series 2021 Bonds shall be payable by check or draft of the Trustee, 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.

5. The Series 2021 Bonds shall be subject to redemption prior to maturity at the option of the Authority as set forth in the Contract of Purchase.

6. The Series 2021 Bonds, to the extent set forth in the Contract of Purchase, shall be subject to mandatory sinking fund redemption prior to maturity in Sinking Fund Installments on May 1 of each year after the initial redemption date (which shall be on May 1) set forth in the Contract of Purchase, at the principal amount thereof together with accrued interest to the date of redemption. The Authority shall cause to be deposited in the Debt Service Fund on or before each sinking fund payment date an amount sufficient to redeem, and the Authority shall cause to be redeemed, the principal amounts of Series 2021 Bonds on the sinking fund payment dates as set forth in the Contract of Purchase.

Section 205. Book Entry System.

1. Except as provided in subparagraph (3) of this Section 205, the registered Holder of all of the Bonds shall be, and the Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Bond, as applicable, shall be made by wire transfer of New York Clearing House or equivalent next day funds to the account of Cede on the Interest Payment Date for the Bonds at the address indicated for Cede in the registry books of the Authority kept by the Trustee.

2. The Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registry books of the Authority kept by the Trustee in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Authority and any Fiduciary shall have no responsibility or obligation to any DTC participant or to any beneficial owner of such Bonds. Without limiting the immediately preceding sentence, the Authority and the Fiduciaries shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Bonds. The Authority and any Fiduciary may treat as, and deem DTC to be, the absolute owner of each Bond for all purposes whatsoever, including (but not limited to) (i) payment of the principal or Redemption Price of, and interest on, each such Bond, (ii) giving notices of redemption and other matters with respect to such Bonds and (iii) registering transfers with respect to such Bonds. The Paying Agent shall pay the principal or Redemption Price of, and interest on, all Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. No person other than DTC shall

receive a Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price of, and interest on, the Bonds pursuant to this Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the 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 Bonds if the Authority determines, and shall terminate the services of DTC with respect to the Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from DTC 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 Bonds to the effect, that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of the Bonds.

(c) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection 205(3)(b)(ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to subsection 205(3)(a) or subsection 205(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 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of Article II hereof.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or Redemption Price of and interest on, such Bond, including the manner of noting partial payments of principal, and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the Authority and the Trustee addressed to DTC with respect to the Bonds

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this 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 15 calendar days in advance of such record date to the extent possible.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 301. Obligation of Bonds; Medium of Payment; Form and Date; Letters and Numbers.

1. The Bonds shall be payable, with respect to principal, Redemption Price and interest solely from the Pledged Property.

2. The Bonds shall be payable with respect to principal or Redemption Price, and interest in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

3. Any Bonds shall be issued in the form of fully registered Bonds.

4. Each Bond shall be lettered and numbered as provided in this Resolution or the Supplemental Resolution authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

5. Bonds upon original issuance shall be dated as provided in this Resolution or the Supplemental Resolution authorizing the Bonds of such Series. Principal or Redemption Price of the Bonds shall be payable at maturity or earlier redemption upon presentation and surrender at the office of the Paying Agent. Bonds shall bear interest as provided herein, payable by check or bank draft to registered owners of such Bonds as of the Record Date provided for such Bonds at their addresses on file with the Bond Registrar. So long as any Series of Bonds are held in book-entry form pursuant to the Resolution, the provisions of Section 205 relating to the use of the book-entry system shall govern the payment, as applicable, of principal and Redemption Price of, and interest on, such Series of Bonds. After original issue, all Bonds exchanged or transferred shall bear an authentication date that shall be the date they are authenticated. Interest on Bonds shall accrue from the Interest Payment Date to which interest has been paid next preceding the authentication date unless (1) the date of authentication is also an Interest Payment Date to which interest has been paid, in which event such Bonds shall be dated and shall bear interest from the date of authentication or (2) the date of authentication is prior to the first Interest Payment Date, in which event such Bonds shall bear interest from the original dated date of such Bonds.

6. The Bonds shall not be deemed to constitute a debt or liability of the State of New Jersey or of any political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty); or a pledge of the full faith and credit of the State or any such political subdivision (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty); and neither the State nor any such political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty) is obligated to pay the Bonds or interest thereon, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the

County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty) is pledged to the payment of the principal of or interest on the Bonds.

Section 302. Legends.

The Bonds of each Series may contain or may have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Resolution as may be necessary or desirable to comply with the custom or rules of any securities exchange or commission or brokerage board or otherwise as may be determined by the Authority prior to the authentication and the delivery thereof.

Section 303. Execution of Bonds.

Each Bond shall be executed in the name of the Authority by the manual or facsimile signature of its Chairman or Vice Chairman and its corporate seal shall be thereunto affixed, imprinted or otherwise reproduced and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Authority. In the event that any officer who shall have signed, sealed or attested any of the Bonds shall cease to be such officer of the Authority before the Bonds so signed, sealed or attested shall have been authenticated and delivered by the Trustee or by the Bond Registrar, such Bonds nevertheless may be authenticated and delivered as herein provided as if the person who so signed, sealed or attested such Bonds had not ceased to be such officer. The Bonds may be signed, sealed or attested on behalf of the Authority by any person who shall hold the proper office at the date of such act, notwithstanding that at the date of such Bonds such person may not have held such office.

Section 304. Authentication of Bonds.

The Bonds shall bear thereon a certificate of authentication, substantially in the forms set forth in Section 1301 hereof, duly executed upon issuance by the Trustee or the Bond Registrar. Only such Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any right or benefit under the Resolution. No Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such Bond shall have been duly executed by the Trustee, or by the Bond Registrar, as the case may be. Such certificate of authentication by the Trustee or by the Bond Registrar, as the case may be, upon any Bond executed on behalf of the Authority shall be conclusive and the only evidence that the Bond so authenticated has been duly authenticated and delivered under the Resolution and that the Holder thereof is entitled to the benefit of the Resolution.

Section 305. Transfer, Exchange and Registry of Bonds and Agency Therefor.

The Authority shall cause the Bond Registrar to maintain and to keep books for the registration, the exchange and the transfer of Bonds.

Upon presentation of Bonds for transfer or exchange at the designated office of the Bond Registrar, together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Holder or by his attorney duly authorized in writing, the Bond Registrar shall register or shall cause to be registered therein and shall permit to be transferred thereon or to be

exchanged any Bond entitled to registration, transfer or exchange. The Bond Registrar hereby is appointed the agent of the Authority for such registration, transfer or exchange of Bonds.

Upon the transfer or exchange of any Bond, the Authority shall execute, and the Trustee or the Bond Registrar shall authenticate and shall deliver a new Bond or Bonds in any Authorized Denomination registered in the name of the Holder or transferee of the same aggregate principal amount, designation, maturity and Series as the surrendered Bond.

All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and cancelled or retained by the Bond Registrar. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Bond Registrar shall be required to transfer or exchange any Bonds for a period of three (3) days next preceding any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption of any Bonds called for redemption.

Section 306. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds.

In case any outstanding Bond shall be mutilated, destroyed, stolen or lost, the Authority shall execute and the Trustee or the Bond Registrar shall authenticate and shall deliver a new Bond, of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost in exchange and in substitution for and upon surrender of such mutilated Bond or in lieu of and in substitution for the Bond if any, destroyed, stolen or lost upon filing with the Trustee and the Bond Registrar evidence satisfactory to the Authority, the Trustee and the Bond Registrar that such Bond had been destroyed, stolen or lost and proof of ownership thereof, upon furnishing the Authority, the Trustee and the Bond Registrar with indemnity satisfactory to them, upon paying such expenses as the Authority, the Trustee and the Bond Registrar may incur in connection therewith and upon complying with such other reasonable regulations as the Authority, the Trustee and the Bond Registrar may prescribe. In lieu of reissuing a mutilated, destroyed, lost or stolen Bond that is due and payable the Trustee and the Bond Registrar may pay the amount due on such Bond to the owner or the Holder thereof, provided all the other requirements of this Section have been met.

Section 307. Temporary Bonds.

Until the definitive Bonds of any Series are prepared, the Authority may execute in the same manner as is provided in Section 303 and, upon the request of the Authority, the Trustee or Bond Registrar shall authenticate and shall deliver in lieu of definitive Bonds but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability for registered Bonds, one or more temporary Bonds of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations and with such omissions, insertions and variations as may be appropriate to temporary Bonds for notation thereon of the payment of such interest. The Authority at its own expense shall prepare and shall execute and, upon the surrender for exchange and for cancellation of such temporary Bonds, the Trustee or the Bond Registrar shall authenticate and shall deliver in exchange therefor definitive Bonds of the Authority without charge to the Holder thereof.

ARTICLE IV REDEMPTION OF BONDS

Section 401. Privilege of Redemption and Redemption Prices.

The Bonds of any Series that are redeemable prior to maturity at the option of the Authority shall be subject to redemption by or on behalf of the Authority prior to maturity as provided in this Article to such extent, through application of such moneys, at such time or times, in such order and on such other terms and conditions as shall be provided by the Resolution and referred to in the Bonds and in all cases at the Redemption Prices set forth in the Bonds and applicable upon such redemption, together with interest accrued to the redemption date. If less than all or the Bonds of such Series of like maturity then Outstanding are to be redeemed, the particular Bonds to be redeemed shall be selected by lot in such manner as the Trustee reasonably may determine.

Section 402. Redemption.

In the case of any redemption of Bonds at the election or direction of the Authority, the Authority shall give written notice to the Trustee of its election or direction to so redeem, of the redemption date, and of the principal amounts of the Bonds of each Series and maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in this Resolution). Such notice shall be given at least fifty (50) days prior to the redemption date or such shorter period as shall be agreed to in writing by the Trustee. In the event notice of redemption shall have been given as provided in Section 405, there shall be paid by the Authority on or prior to the redemption date to the Paying Agent an amount in cash which, in addition to other moneys, if any, available therefor held by the Paying Agent, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The Authority shall promptly notify the Trustee in writing of all such payments by the Authority to the Paying Agent.

Section 403. Redemption Otherwise than at Authority's Election or Direction.

Whenever by the terms of the Resolution the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the Authority, the Trustee shall select the Bonds to be redeemed, give the notice of redemption as provided in Section 405 and pay out of moneys available therefor the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, to the Paying Agent in accordance with the terms of this Article IV and, to the extent applicable, Article V.

Section 404. Selection of Bonds to be Redeemed.

If less than all of the Bonds of like Series and maturity shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its sole discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof, and that, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds that is

obtained by dividing the principal amount of such Bond by the minimum denomination in which Bonds are authorized to be Outstanding after the redemption date.

Section 405. Notice of Redemption.

When Bonds have been selected for redemption pursuant to any provision of this Resolution, the Trustee shall give written notice of redemption of such Bonds in the name of the Authority at the times specified in the second paragraph of this Section, which notice shall set forth: (i) the date fixed for redemption, (ii) the Redemption Price to be paid, (iii) that such Bonds will be redeemed at the Principal Office of the Paying Agent, (iv) if less than all of such Bonds of like Series and maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed, and (v) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Such notice shall further state that on the redemption date there shall become due and payable the Redemption Price of all Bonds to be redeemed, together with interest accrued thereon to the Redemption date, and that, from and after such date, interest thereon shall cease to accrue. In case any Bond is to be redeemed in part only, the notice of redemption that relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, the Holder thereof shall be entitled to a new Bond or Bonds, bearing interest at the same rate and in aggregate principal amount equal to the unredeemed portion of such Bond.

The notice required to be given by the Trustee pursuant to this Section shall be sent by registered mail to the registered owners of the Bonds to be redeemed, at their addresses as they appear on the Bond registration books of the Authority, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date. The failure to give notice of the redemption of any Bond or portion thereof to the registered Holder of such Bond as herein provided shall not affect the validity of the proceedings for the redemption of any Bonds for which notice of redemption has been given in accordance with the provisions of this Section.

Section 406. Payment of Redeemed Bonds.

On the date designated for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions of Bonds called for redemption shall become and be due and payable at the Redemption Price provided for redemption of such Bonds or such portions thereof on such date and, if moneys for the payment of the Redemption Price and the accrued interest to the redemption date are held in a separate account by the Trustee in trust for the Holders of such Bonds, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security under this Resolution and the Holders of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof and the accrued interest thereon to the date of redemption and, to the extent provided in Section 407 hereof, to receive Bonds for any unredeemed portions of Bonds. If moneys for the payment of the Redemption Price and the accrued interest to the redemption date are not so held by the Trustee, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 407. Redemption of Portions of Bonds.

In case part but not all of an outstanding Bond shall be selected for redemption, upon presentation and surrender of such Bond to the Paying Agent for payment of the principal amount thereof so called for redemption and accrued interest thereon on or after the redemption date, the Authority shall execute and the shall authenticate and deliver to or upon the order of the registered Holder thereof or his attorney or legal representative, without charge therefor, a Bond or Bonds of the same Series and maturity bearing interest at the same rate and of any denomination or denominations authorized by this Resolution in aggregate principal amount equal to the unredeemed portion of such Bond.

ARTICLE V
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. The Pledge Effected by the Resolution.

1. The Bonds are direct and special obligations of the Authority payable solely from the Pledged Property. There is hereby pledged and assigned as security for the payment of the principal and Redemption Price of, and interest on, the Bonds in accordance with their terms and the provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purpose and on the terms and conditions set forth in the Resolution, all of the Pledged Property.

2. All Pledged Property shall immediately be subject to the lien of this Pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof.

3. Nothing contained in this Section 501 shall be deemed a limitation upon the authority of the Authority to issue bonds, notes or other obligations under the Act secured by other income and funds other than the Pledged Property, including, without limitation, bonds, notes or other obligations secured by federal or State grants.

4. Subject to the terms of Section 716 hereof, all rights of the Authority to receive payments from the County under the provisions of the County Guaranty are hereby pledged for the benefit and security of the Holders of the Series 2021 Bonds in order to secure the punctual payment by the Authority of the principal of and interest on the Series 2021 Bonds and, for said purpose, such rights are hereby assigned by the Authority to the Trustee. All payments which are to be received by the Authority pursuant to the terms of the County Guaranty are to be paid directly to the Trustee for deposit into the Debt Service Fund for the benefit of the Holders of the Series 2021 Bonds in accordance with the provisions of Section 507 hereof.

Section 502. Establishment of Funds and Accounts.

The following Funds Accounts are hereby established:

- (1) Project Fund, to be held by the Trustee,
- (2) Revenue Fund, to be held by the Trustee,
- (3) Operating Fund, to be held by the Trustee,
- (4) Debt Service Fund, to be held by the Trustee,
- (5) General Reserve Fund, to be held by the Trustee, and
- (6) Rebate Fund, to be held by the Authority.

Section 503. Project Fund.

1. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution (or Series Certificate), and there may be paid into the Project Fund, at the option of the Authority, any moneys received for or in connection with the Project by the Authority from any other source, unless required to be otherwise applied as provided by the Resolution. Amounts in the Project Fund shall be applied to the Cost of the Project. Any amounts which are deposited in the Project Fund to be applied for the cost of issuance of any Series of Bonds may be delivered by the Trustee pursuant to the Authority's written order delivered to the Trustee pursuant to Article II or III hereof.

2. The Trustee shall make payments from the Project Fund in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this paragraph. Before any such payment shall be made, there shall be filed with the Trustee a requisition therefor, signed by an Authorized Lessee Representative and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld), stating in respect of each payment to be made (a) the requisition number, (b) the name and address of the person, firm or corporation to whom payment is due or has been made, (c) the amount to be paid, and (d) that each obligation, item of cost or expense mentioned therein has been properly incurred, is an item of Cost of Project and is a proper charge against the Project Fund and has not been the basis of any previous withdrawal. The Trustee shall issue its check for each payment required by such requisition or shall by interbank transfer or other method, arrange to make the payment required by such requisition.

3. The completion of the Project shall be evidenced by a certificate or certificates of an Authorized Lessee Representative and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld), which shall be filed with the Trustee, stating (i) that the Project has been completed, (ii) the date of completion, (iii) the amount, if any, required in the opinion of the signer or signers for the payment of any remaining part of the Cost of Project thereof (the "Completion Certificate"). Notwithstanding the foregoing, the Completion Certificate may state that it is given without prejudice to any rights against third parties which exist as of the date of such certificate or which may subsequently come into being. At any time after the filing of the Completion Certificate, upon the delivery to the Trustee of written instructions of an Authorized Authority Representative, the Trustee shall transfer to the Operating Fund from the Project Fund, money in an amount equal to such amount as may be determined by the Authority and evidenced in a certificate of an Authorized Authority Representative to be necessary or desirable to fund Authority Administrative Expenses, such amounts to be applied to the purposes of such Fund. Upon the filing of the Completion Certificate, the balance in the Project Fund in excess of the amount, if any, to be retained therein as stated in such Completion Certificate and the amount to be transferred to the Operating Fund as set forth in the immediately preceding sentence shall be paid over or transferred for deposit in the Debt Service Fund for application in accordance with the requirements of paragraph 4 of this Section. If subsequent to the filing of the Completion Certificate it shall be determined that any amounts specified in the Completion Certificate as being required for the payment of any remaining part of the Cost of Project are no longer so required, such fact shall be evidenced by a certificate or certificate of an Authorized Authority Representative which shall be filed with the Trustee stating such fact and any amount shown therein as no longer being required shall be paid over or transferred for deposit in the Debt Service Fund for application in accordance with the requirements of paragraph 4 of this Section.

4. Amounts transferred from the Project Fund to the Debt Service Fund pursuant to this Section shall be applied (i) to the retirement by purchase or redemption of Bonds or (ii) to the payment of debt service on the Bonds from which such amounts were derived, as set forth in a certificate of an Authorized Lessee Representative, approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld) filed with the Trustee; provided that any such proceeds which are to be applied in accordance with clause (ii) hereof shall be invested subject to such yield restrictions as shall be directed by Bond Counsel. The Basic Rent payable by the Lessee shall be adjusted to reflect the amounts transferred and applied pursuant to this Section.

5. This Section 503 shall be modified in accordance with the provisions of Section 1001(4) to the extent that the Lessee is not the entity that is responsible for the letting of contracts for the design, acquisition, construction and installation of any Project.

Section 504. Revenue Fund.

All Revenues shall be promptly deposited by the Trustee upon receipt thereof into the Revenue Fund.

Section 505. Operating Fund.

1. As soon as practicable after the deposit of Revenues into the Revenue Fund, but in any case no later than ten Business Days after the deposit of any Revenues in the Revenue Fund, the Trustee shall withdraw from the Revenue Fund and credit to the Operating Fund a sum which is equal to the sum of the Authority Administrative Expenses included in such payment. The Trustee may rely conclusively upon its copies of the Authority's requests to the Lessee for Additional Rent under the Lease in determining the appropriate amount to credit to the Operating Fund.

2. Amounts in the Operating Fund shall be paid out from time to time by the Trustee for reasonable and necessary Authority Administrative Expenses upon requisition submitted to the Trustee and signed by an Authorized Authority Representative stating: (i) the name of the person, firm or corporation to whom each such payment is due; (ii) the respective amounts to be paid; (iii) the purpose by general classification for which each obligation to be paid was or will be incurred; and (iv) that obligations in the stated amounts have been or will be incurred by the Authority and that each item thereof is a proper charge against the Operating Fund has not been previously paid.

3. Amounts in the Operating Fund which the Authority at any time determines to be in excess of the requirements of such Fund, such determination to be evidenced by a written statement to this effect signed by an Authorized Authority Representative, shall be applied to make up any deficiencies then existing in the Debt Service Fund. Any balance of such excess not so applied shall be deposited in the General Reserve Fund.

Section 506. Payments into Certain Funds.

As soon as practicable after the deposit of Revenues into the Revenue Fund and after payment has been made to the Operating Fund pursuant to Section 505, but in any case no later

than five Business Days after the deposit of any Revenues in the Revenue Fund, the Trustee shall credit to, or transfer to the Depository for deposit as the case may be, the following Funds and Accounts in the following order of priority the amounts set forth below, but only to the extent the amount in the Revenue Fund shall be sufficient therefor:

(1) To the Debt Service Fund, the amount, if any, required so that the balance in said Fund shall equal the sum of the amounts of the Debt Service Requirement on the Bonds for the next succeeding Interest Payment Date, provided that, for the purposes of computing the amount to be deposited in said Fund, there shall be excluded from the balance in said Fund the amount, if any, set aside in said Fund from the proceeds of Bonds for the payment of interest on Bonds less that amount of such proceeds to be applied in accordance with the Resolution to the payment of interest accrued and unpaid and to accrue on Bonds to the next Interest Payment Date;

(2) To the General Reserve Fund, the balance remaining in the Revenue Fund after making the foregoing deposits;

provided, however, that so long as there shall be held in the Debt Service Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon) no transfers shall be required to be made to the Debt Service Fund.

Section 507. Debt Service Fund.

1. On each Interest Payment Date and each Redemption Date, the Trustee shall withdraw from the Debt Service Fund an amount equal to the interest due on the Bonds on such Interest Payment Date or redemption date, which moneys shall be paid by the Paying Agent to the payment of such interest.

2. On the maturity or Sinking Fund Installment due date of any Bonds, the Trustee shall make available to the Paying Agent from moneys in the Debt Service Fund an amount equal to the principal or Redemption Price of the Bonds due on such date, which moneys shall be applied by the Paying Agent to the payment of such principal or Redemption Price.

3. On each redemption date, other than a Sinking Fund Installment due date, the Trustee shall make available to the Paying Agent from moneys in the Debt Service Fund an amount equal to the Redemption Price of the Bonds to be redeemed on such redemption date, which moneys shall be applied by the Paying Agent to the payment of such Redemption Price.

4. Amounts accumulated in the Debt Service Fund with respect to any Sinking Fund Installment, if so directed in writing by the Authority, shall be paid by the Trustee, on or prior to the fortieth (40th) day next preceding the due date of such Sinking Fund Installment, for the purchase of Bonds of the maturity for which such Sinking Fund Installment was established. All purchases of any Bonds pursuant to this subsection 4 shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest and, such purchases shall be made by the Trustee as directed in writing from time to time by the Authority. The applicable sinking fund Redemption Price (or principal amount of maturing bonds of any Bonds so purchased or redeemed) shall be deemed to constitute part of the Debt Service Fund until such Sinking Fund Installment date, for the purpose of calculating the amount of such Fund. As soon

as practicable after the fortieth (40th) day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in Section 405, on such due date Bonds of the maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the Debt Service Fund to the appropriate Paying Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Bonds shall be paid by the Authority from the Debt Service Fund or from other legally available funds of the Authority.

Section 508. Omitted.

Section 509. General Reserve Fund.

1. The Trustee shall credit to or transfer from the General Reserve Fund moneys for deposit, in the Debt Service Fund, if, five (5) days prior to any Interest Payment Date or Principal Installment due date, the amount on deposit in the Debt Service Fund shall be less than the Debt Service Requirement, the amount necessary (or all moneys in the General Reserve Fund if less than the amount necessary) to cure such deficiency. Such transfers shall be made notwithstanding any other provision of the Resolution requiring deposits in the General Reserve Fund to be applied to the purchase or redemption of Bonds.

2. Amounts in the General Reserve Fund not required to meet a deficiency as required in subsection 1 of this Section 509 shall, upon the determination of the Authority, be applied to or set aside for any one or more of the following:

(a) the purchase or redemption of any Bonds and expenses in connection with the purchase or redemption of any Bonds or any reserves which the Authority determines shall be required for such purposes;

(b) payments into any separate account or accounts established in the Project Fund for application to the purposes of such account; and

(c) any other lawful purpose of the Authority related to the Project;

provided, however, that, subject to the provisions of subsection 1 of this Section 509, amounts deposited in the General Reserve Fund and required by the Resolution to be applied to the purchase or redemption of Bonds shall be applied to such purpose.

3. Upon any purchase or redemption pursuant to this Section 509 of Bonds for which Sinking Fund Installments shall have been established, there shall be credited toward each such Sinking Fund Installment thereafter to become due (other than the Sinking Fund Installment next due) an amount bearing the same ratio to such Sinking Fund Installment as the total principal amount of such Bonds so purchased or redeemed bears to the total amount of all such Sinking Fund Installments to be credited. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any

such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

Section 510. Cancellation and Destruction of Bonds.

All Bonds paid or redeemed shall be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased or redeemed pursuant to Section 507(4) or 509(2) which have been delivered to the Trustee for application as a credit against Sinking Fund Installments and all Bonds purchased or redeemed by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the bonds so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

Section 511. Rebate Fund.

Moneys on deposit in the Rebate Fund, including, earnings on or gain realized on any moneys or investments therein, shall be held by the Authority in trust and applied as provided by instructions to the Authority contained in the tax certificate delivered pursuant to Section 715 hereof.

ARTICLE VI
DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND
INVESTMENT OF FUNDS

Section 601. Depositories.

1. All moneys held by the Trustee and the Authority under the provisions of the Resolution shall constitute trust funds and the Trustee and the Authority may deposit such moneys with one or more Depositories in trust for said parties. All moneys deposited under the provisions of the Resolution with the Trustee or any Depository shall be held in trust and applied only in accordance with the provisions of the Resolution, and each of the Funds and Accounts established by the Resolution shall be a trust fund for the purposes thereof.

2. Each Depository shall be a bank or trust company organized under the laws of the State of New Jersey or a national banking association having capital stock, surplus and undivided earnings of \$50,000,000 or more and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Resolution.

Section 602. Deposits.

1. All Revenues and moneys held by any Depository under the Resolution may be placed on demand or time deposit, if and as directed by the Authority in writing, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the Authority in writing and acceptable to such Fiduciary, on time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

2. All moneys held under the Resolution by the Trustee or any Depository shall be held in such other manner as may then be required by applicable Federal or State laws and regulations.

3. All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund or Account to which such moneys belong and, except as provided with respect to the investment of moneys in Investment Securities in Section 603 hereof, the moneys credited to each particular Fund or Account shall be kept separate and apart from, and not commingled with, any moneys credited to any other Fund or Account or any other moneys deposited with the Trustee and each Depository.

Section 603. Investment of Certain Funds.

Moneys held in the Revenue Fund or the Debt Service Fund shall be invested and reinvested by the Trustee to the fullest extent practicable in Investment Securities described in clause (a) of the definition of Investment Securities in Section 101, which Investment Securities

mature, in the case of moneys held in the Debt Service Fund, not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. Moneys held in the Project Fund, the Operating Fund and the General Reserve Fund may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. The Trustee shall make all such investments of moneys held by it in accordance with written instructions from time to time received from any Authorized Lessee Representative and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld or delayed); absent such written investment instructions, the Trustee shall not invest any such money. In making any investment in any Investment Securities with moneys in any Fund or Account established under the Resolution, the Lessee may instruct the Trustee or any Depository in writing to combine such moneys with moneys in any other Fund or Account, but solely for purposes of making such investment in such Investment Securities.

Interest (net of that which represents a return of accrued interest paid in connection with the purchase of any investment) earned or any gain realized on any moneys or investments in the Operating Fund or the General Reserve Fund shall be held for the benefit of the Revenue Fund and shall be paid into the Revenue Fund on a periodic basis at least quarterly or as otherwise shall be directed by the Lessee. Interest earned or gain realized on any moneys or investments in the Rebate Fund, the Debt Service Fund, the Revenue Fund or the Project Fund shall be held in such Fund for the purposes thereof.

Nothing in the Resolution shall prevent any Investment Securities acquired as investments of or security for funds held under the Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Nothing in the Resolution shall preclude the Trustee from investing or reinvesting moneys through its bond department; provided, however, that the Lessee may, in its discretion, direct in writing that such moneys be invested or reinvested in a manner other than through such bond department.

Section 604. Valuation and Sale of Investments.

Obligations purchased as an investment of moneys in any Fund or Account created under the provisions of the Resolution shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account created under the provisions of the Resolution for any purpose provided in the Resolution, obligations purchased as an investment of moneys therein shall be valued at the amortized cost thereof. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such computation shall be determined as of January 1 in each year and at such other times as the Authority shall determine.

Except as otherwise provided in the Resolution, the Trustee or any Depository shall use its best efforts to sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested in writing by an Authorized Lessee Representative and approved by an Authorized Authority Representative (which approval shall not be unreasonably withheld or delayed) so to do. Whenever it shall be necessary, or upon written direction of the Lessee or the Authority in accordance with the Resolution, in order to provide moneys to meet any payment or transfer from any Fund or Account held by the Trustee or any Depository, the Trustee or any Depository shall use its best efforts to sell at the best price obtainable or present for redemption such obligation or obligations designated by an Authorized Authority Representative necessary to provide sufficient moneys for such payment or transfer; provided, however, that the Trustee or Authorized Authority Representative, as applicable, shall give prior notice to the Lessee, to the extent practicable, of any such proposed liquidation or redemption.

The Trustee shall not be liable or responsible for any loss resulting from any such Investment, sale or presentation for investment made in the manner provided above.

ARTICLE VII PARTICULAR COVENANTS OF THE AUTHORITY

The Authority covenants and agrees with the Trustee and the Bondholders as follows:

Section 701. Payment of Bonds.

The Authority shall duly and punctually pay or cause to be paid, but solely from the Pledged Property, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof.

Section 702. Extension of Payment of Bonds.

The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under the Resolution, to the benefit of the Resolution or to any payment out of Revenues or Funds established by the Resolution, including the investments, if any, thereof, pledged under the Resolution or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to the Resolution) held by the Fiduciaries, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest.

Section 703. Offices for Servicing Bonds.

The Authority shall at all times maintain one or more agencies in the State of New Jersey, and may maintain one or more such agencies in any other state or states, where Bonds may be presented for payment. The Authority hereby appoints Manufacturers and Traders Trust Company, Iselin, New Jersey, as Bond Registrar, and the Authority shall at all times maintain one or more agencies where Bonds may be presented for registration or transfer and where notices, demands and other documents may be served upon the Authority in respect of the Bonds or of the Resolution, and the Trustee shall continuously maintain or make arrangements to provide such services.

Section 704. Further Assurance.

At any and all times the Authority shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and other moneys, securities and funds hereby pledged, or intended so to be, or which the Authority may become bound to pledge.

Section 705. Power to Issue Bonds and Pledge Pledged Property.

The Authority is duly authorized under all applicable laws to create and issue the Bonds, to adopt the Resolution and to pledge the Pledged Property purported to be subjected to the lien of the Resolution in the manner and to the extent provided in the Resolution. Except to the extent otherwise provided in the Resolution, the Pledged Property so pledged is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with the pledge and assignment created by the Resolution, and all action on the part of the Authority to that end has been and will be duly and validly taken. The Bonds and the provisions of the Resolution are and will be the valid and legally binding obligations of the Authority. The Authority shall at all times to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Property under the Resolution and all the rights of the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

Section 706. Creation of Liens.

The Authority shall not issue any bonds, notes, debentures or other evidences of indebtedness of similar nature, other than the Bonds, payable out or secured by a pledge or assignment of the Pledged Property held or set aside by the Fiduciaries under the Resolution and shall not create or cause to be created any lien or charge on the Pledged Property; provided, however, that nothing contained in the Resolution shall prevent the Authority from issuing, if and to the extent permitted by law evidences of indebtedness payable out of or secured by a pledge and assignment of the Pledged Property on and after such date as the pledge of the Pledged Property provided in the Resolution shall be discharged and satisfied as provided in Section 1201.

Section 707. The Lease.

The Authority shall collect or cause to be collected and forthwith cause to be deposited in the Revenue Fund held by the Trustee all amounts, if any, payable to it pursuant to the Lease, including Rentals. The Authority shall provide the Trustee with a certified copy of all requests for Additional Rent submitted to the Lessee under the Lease. The Authority shall enforce or cause to be enforced all of the provisions of the Lease. The Authority will not consent or agree to or permit any amendment, change or modification to the Lease which would adversely affect the rights or security of Bondholders unless the Bondholder consent requirements contained in Section 9.4 of the Lease have been satisfied. A copy of the Lease certified by an Authorized Authority Representative shall be filed with the Trustee, and a copy of any such amendment certified by an Authorized Authority Representative shall be filed with the Trustee.

Section 708. Accounts and Reports.

1. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in accordance with generally accepted accounting principles in which complete and correct entries shall be made of its transactions relating to the amount of Revenues and the application thereof and each Fund or Account established under the Resolution. All books and papers of the Authority shall, subject to the terms thereof, at all times be subject to the inspection of the Trustee and the Holders of an aggregate of not less than 5% in principal amount of the Bonds then outstanding or their representatives duly authorized in writing.

2. The Trustee and any Depository shall advise the Authority as soon as practicable after the end of each Month of the respective transactions during such Month relating to each Fund or Account held by it under the Resolution.

3. The Authority shall cause its books and accounts to be audited annually, accompanied by an Accountant's Certificate and including the following statements in reasonable detail: (i) a statement of assets and liabilities as of the end of such fiscal year; and (ii) a statement of revenues and expenses of the Authority for such fiscal year.

4. The Authority shall file or cause to be filed with the Trustee forthwith upon becoming aware of any Event of Default or default in the performance by the Authority of any covenant, agreement or condition contained in the Resolution, a certificate signed by an Authorized Authority Representative and specifying such Event of Default or default.

5. The reports, statements and other documents required be furnished to the Trustee pursuant to any provisions of the Resolution shall be available for the inspection of the Bondholders at the office of the Trustee and shall be mailed to each Bondholder who shall file a written request therefor with the Authority. The Authority may charge or cause to be charged each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

Section 709. Power to Determine and Collect Rentals.

The Authority has, and will have as long as any Bonds are Outstanding, good right and lawful power to establish and collect or cause to be established and collected the Rentals.

Section 710. Rentals.

The Authority shall at all times establish and collect or cause to be established and collected Rentals, as shall be required to provide Revenues at least sufficient in each fiscal year of the Authority, together with other available funds, for the payment of the sum of:

- (a) an amount equal to the Debt Service for such fiscal year of the Authority;
- (b) Authority Administrative Expenses; and
- (c) all other charges or liens whatsoever payable out of Revenues during such fiscal year of the Authority.

Section 711. Improvements to Facilities and its Operation and Maintenance.

1. The Authority shall cause the Facilities to be improved (with proceeds of Bonds) with due diligence and in a sound and economical manner and in a sound and economical manner.

2. The Authority shall at all times operate or cause to be operated the Facilities properly and in an efficient and economical manner, consistent with good business practices, and shall maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, reserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good

repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the leasing of the Facilities may be properly and advantageously conducted.

Section 712. Application of Insurance Proceeds.

The proceeds of any insurance, including the proceeds of any self-insurance fund, or condemnation award paid on account of any damage or destruction to the Facilities or any portion thereof (other than any business interruption loss insurance) shall be applied as set forth in the Lease.

Section 713. Payment of Taxes and Charges.

The Authority will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon the properties of the Authority or upon the rights, revenues, income, receipts, and other moneys, securities and funds of the Authority when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under the Resolution), and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which the Authority shall in good faith contest by proper legal proceedings if the Authority shall in all such cases have set aside on its books reserves deemed adequate with respect thereto.

Section 714. General.

1. Upon the date of authentication and delivery of any of the Bonds, all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed and the issue of such Bonds, together with all other indebtedness of the Authority, shall comply in all respects with the applicable laws of the State.

2. The Authority shall at all times maintain its existence and shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act and the Resolution.

Section 715. Tax Covenant.

The Authority covenants to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Bonds, to the extent that Bond Counsel has rendered an opinion with respect to the Bonds of such Series to the effect that, subject to the conditions and qualifications contained in each such opinion, the interest on the Bonds of such Series is excludable from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the Authority will, among other things, comply with the instructions as to compliance with rebate contained in the tax certificate delivered by the Authority as of the date of, and with respect to, the first issuance and delivery of the Bonds, as a source of guidance for achieving compliance with the Code. Notwithstanding any other provision of the Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income for federal

income tax purposes of interest on the Bonds, the Covenants contained in this Section 715 shall survive the payment or discharge thereof pursuant to Section 1201 of the Resolution.

Section 716. Compliance with County Guaranty.

The Authority shall not release or modify the obligations of the County under the terms of the County Guaranty in any manner which would adversely affect the County's obligation to make payments thereunder. Any modification of the County Guaranty shall be delivered to the Trustee and shall be accompanied by an opinion of Bond Counsel which states that such modification is in compliance with the provisions of this Section. The Authority shall take all reasonable measures which are permitted by the Act or otherwise by law, to defend, enforce, preserve and protect the rights, benefits and privileges of the Authority and of the Bondholders of Series 2021 Bonds under or with respect to the County Guaranty.

ARTICLE VIII REMEDIES OF BONDHOLDERS

Section 801. Events of Default.

The following events shall constitute an Event of Default under the Resolution:

(i) if default shall be made by the Authority in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption, or otherwise;

(ii) if default shall be made by the Authority in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor (except when such Installment is due on the maturity date of such Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable;

(iii) if default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part in the Resolution or in the Bonds contained, and such default shall continue for a period of sixty (60) days and the Authority shall have failed to commence to cure such default within such sixty (60) day period after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Holders of not less than ten percent (10%) in principal amount of the Bonds Outstanding;

(iv) if the Authority shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or shall authorize, apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of the Facilities and/or its rents, fees, charges or other revenues therefrom, or shall make any general assignment for the benefit of creditors, or shall make a written declaration or admission to the effect that it is unable to meet its debts as such debts mature, or shall authorize or take any action in furtherance of any of the foregoing; or

(v) if a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Authority in an involuntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Authority, of the Facilities and/or the rents, fees, charges or other revenues therefor, or a decree or order for the dissolution, liquidation or winding up of the Authority and its affairs or a decree or order finding or determining that the Authority is unable to meet its debts as such debts mature, and any such decree or order shall remain unstayed and in effect for a period of 60 (sixty) consecutive days;

then, solely in connection with (i) and (ii) above (and not in connection with (iii) through (v) above), so long as such Event of Default shall not have been remedied, unless the principal of all the Bonds shall have already become due and payable, the Trustee by notice in writing to the Authority may, or upon receipt of a direction in writing from the Holders of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding, shall declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately

due, and upon any such declaration the same shall become and be immediately and payable, anything in the Resolution or in any of the Bonds contained to the contrary notwithstanding. The right of the Trustee or of the Holders of not less than twenty-five percent (25%) in principal amount of the Bonds to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of interest upon the Bonds, together with interest on such overdue installments of interest to the extent permitted by law and the reasonable and proper fees, charges, expenses and liabilities of the Trustee, and all other sums then payable by the Authority under the Resolution (except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the Authority or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under the Resolution (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every such case the Holders of twenty-five percent (25%) in principal amount of the Bonds Outstanding, by written notice to the Authority and the Trustee, may rescind such declaration and annul such default in its entirety, or, if the Trustee shall have acted itself, and if there shall not have been theretofore delivered to the Trustee written direction to the contrary by the Holders of twenty-five percent (25%) in principal amount of the Bonds Outstanding, then any such declaration shall ipso facto be deemed to be rescinded and any such default shall ipso facto be deemed to be annulled, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

Section 802. Accounting and Examination of Records After Default.

1. The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Authority shall at all times be subject to the inspection and use of the Trustee and its agents and attorneys.

2. The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the Authority, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Resolution for such period as shall be stated in such demand.

Section 803. Application of Pledged Property After Default.

1. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon the demand of the Trustee, shall pay over or cause to be paid over to the Trustee (a) forthwith, all Pledged Property then held by the Authority under the Resolution, and (b) all Revenues which are not paid directly to the Trustee as promptly as practicable after receipt thereof.

2. During the continuance of an Event of Default, the Trustee shall apply the Pledged Property, including all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Article together with all funds held by the Trustee under the Resolution as follows and in the following order:

(i) Expenses of Fiduciaries — to the payment of the reasonable and proper fees (including reasonable attorneys' fees), charges, expenses and liabilities of the Fiduciaries;

(ii) Principal or Redemption Price and Interest — to the payment of the interest and principal or Redemption Price then due on the Bonds, as follows:

(b) unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: Interest — To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds, theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or Redemption Price — To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference;

(c) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

3. If and whenever all overdue installments of all Bonds, together with the reasonable and proper charges, fees (including reasonable attorneys' fees), expenses and liabilities of the Trustee, and all other sums payable by the Authority under the Resolution, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable, by declaration or otherwise shall either be paid by or for the account of the Authority, or provisions satisfactory to the Trustee shall be made for such payment, and all defaults under the Resolution or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Authority all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of the Resolution to be deposited or pledged, with the Trustee) and thereupon the Authority and the Trustee shall be restored, respectively, to their former and rights under the Resolution. No such payment over to the Authority by the Trustee nor such restoration of the Authority and the Trustee to their former positions and rights shall extend to or affect any subsequent default under the Resolution or impair any right consequent thereon.

Section 804. Appointment of Receiver.

The Trustee shall have the right to apply in an appropriate proceeding for the appointment of a receiver of the Facilities without regard to the value of the Facilities or the amounts of the Revenues arising therefrom.

Section 805. Proceedings Brought by Trustee.

1. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than twenty-five (25%) in principal amount of the Bonds outstanding shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under the Resolution and the Lease forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Authority as if the Authority were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Resolution or the Lease.

2. All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

3. The Holders of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

4. Regardless of the happening of an Event of Default, the Trustee shall have power to but unless requested in writing by the Holders of twenty-five percent (25%) in principal amount of the Bonds then Outstanding and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the resolution by any acts which may be unlawful or in violation of the Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

Section 806. Restrictions on Bondholder's Action

1. No Holder of any Bond shall have any right to institute any suit action or proceeding at law or in equity for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default as provided in this Article and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Resolution or by the Act or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of sixty (60) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the Resolution, or to enforce any right under the Resolution, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Resolution shall be instituted, had and maintained in the manner provided in the Resolution and for the equal benefit of all Holders of the Outstanding Bonds, subject only to the provisions of Section 702.

2. Nothing contained in the Resolution or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 807. Remedies Not Exclusive.

No remedy by the terms of the Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or existing at law or in equity or by statute on or after the date of execution and delivery of the Resolution.

Section 808. Effect of Waiver and Other Circumstances.

1. No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

2. Prior to the declaration of maturity of the Bonds as provided in Section 801 the Holders of twenty-five percent (25%) in principal amount of the Bonds at the time outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Resolution and its consequences, except a default in the payment of interest

on or principal of or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 809. Notice of Default.

The Trustee shall promptly mail written notice of the occurrence of any Event of Default to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority. The Trustee shall also give prompt notice of the occurrence of an Event of Default to the Authority and the Paying Agent.

Section 810. Enforcement of County Guaranty.

The Trustee shall promptly enforce, and seek payment pursuant to, the County Guaranty upon the failure of the Lessee to make timely payments under the Lease.

ARTICLE IX CONCERNING THE FIDUCIARIES

Section 901. Trustee; Appointment and Acceptance of Duties.

Manufacturers and Traders Trust Company, Iselin, New Jersey, is hereby appointed Trustee under the Resolution. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing and delivering to the Authority a written acceptance thereof, and by executing such acceptance the Trustee shall be deemed to have accepted such duties and obligations with respect to all the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Resolution.

Section 902. Paying Agents; Appointment and Acceptance of Duties; Bond Registrar.

1. The Authority shall appoint one or more Paying Agents for the Bonds of each Series, and may at any time or from time to time appoint one or more other Paying Agents. All Paying Agents appointed shall have the qualifications set forth in Section 913 for a successor Paying Agent. The Trustee may be appointed a Paying Agent.

2. The corporate trust offices of the Paying Agents as from time to time designated by the Paying Agent shall be the respective offices or agencies of the Authority for the payment of the interest on and principal or Redemption Price of the Bonds.

3. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing and delivering to the Authority and to the Trustee a written acceptance thereof. No Paying Agent shall be liable for the acts or omissions of any other Paying Agent.

4. The Authority shall appoint a Bond Registrar, which may be the Trustee. The Bond Registrar shall have the duties and the responsibilities provided in this Resolution. The Bond Registrar shall accept the responsibilities of a Bond Registrar hereunder with respect to all Bonds by executing a certificate to be delivered to the Trustee and the Authority.

Section 903. Responsibilities of Fiduciaries.

1. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and no Fiduciary shall incur any liability in respect thereof. The Trustee or Bond Registrar shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with the provisions of the Resolution to the Authority or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Subject to the provisions of subsection 2 of this Section 903, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

2. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Resolution. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Resolution, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provision of the Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 903 and Section 904.

Section 904. Evidence on Which Fiduciaries May Act.

1. Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of the Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Resolution and shall be protected in acting upon any such instrument believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Resolution in good faith and in accordance therewith.

2. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

3. Except as otherwise expressly provided in the Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by (i) the Authority to any Fiduciary shall be sufficiently executed in the name of the Authority when signed by an Authorized Authority Representative and (ii) the Lessee to any Fiduciary shall be sufficiently executed in the name of the Lessee when signed by an Authorized Lessee Representative.

Section 905. Compensation.

The Authority shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under the Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including without limitation those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Resolution, in accordance with the agreements made from time to time between the Authority and the Fiduciary, and the Trustee and each Paying Agent shall have a lien therefor on any and all funds at any time held by it under the Resolution prior to any of the Bonds for which such services have been rendered. Subject to the provisions of Section 903, the Authority further agrees to indemnify and

save each Fiduciary harmless against any losses, liabilities expenses and fees which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to such Fiduciary's negligence, misconduct or default. The provisions of this Section shall survive the payment of the Bonds pursuant to Section 1201.

Section 906. Certain Permitted Acts.

Any Fiduciary, individually or otherwise, may become the owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding. To the extent permitted by law, any Fiduciary may provide banking, financial and similar services to the Authority and the Lessee.

Section 907. Resignation of Trustee.

The Trustee may at any time resign and be discharged of the duties created by the Resolution by giving not less than sixty (60) days written notice to the Authority, and mailing notice thereof to the Holders of Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless (i) previously a successor shall have been appointed by the Authority or the Bondholders as provided in Section 909, in which event such resignation shall take effect immediately on the appointment of such successor, or (ii) a successor shall not have been appointed by the Authority or the Bondholders as provided in Section 909 on such date, in which event such resignation shall not take effect until a successor is appointed.

Section 908. Removal of the Trustee.

The Trustee may be removed at any time, with or without cause by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority. So long as no Event of Default, or an event which, with notice or passage of time, or both, would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for just cause by a resolution of the Authority filed with the Trustee. No such removal of the Trustee shall be effective until a successor Trustee shall be appointed as provided in Section 909 and until such appointment shall be accepted by the party so designated as a successor Trustee.

Section 909. Appointment of Successor Trustee.

1. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor Trustee may be appointed by the Authority by a duly executed written instrument signed by an Authorized Authority Representative, but if the Authority does not appoint a successor Trustee within sixty (60) days,

then by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the predecessor Trustee. After such appointment of a successor Trustee, the Authority shall mail notice of any such appointment by it by the Bondholders to the registered owners of the Bonds then outstanding and to Moody's Investors Service, Inc. and/or S & P Global Ratings, acting through Standard & Poor's Financial Services LLC and/or by Fitch if the Bonds are then rated by such rating agency or agencies.

2. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the Authority written notice as provided in Section 907 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, removal, or for any other reason whatsoever, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

3. Any Trustee appointed under the provisions of this Section 909 in succession to the Trustee shall be a bank or trust company organized under the laws of any state or a national banking association and shall have capital stock, surplus and undivided earnings aggregating at least \$50,000,000 if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution.

Section 910. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority or of the successor Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property, rights, interests and estates held by it under the Resolution, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 911. Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all duties imposed upon it by the Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 912. Authentication by Successor.

In the case of any of the Bonds contemplated to be issued under the Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in the Resolution provided that the certificate of the Trustee shall have.

Section 913. Resignation or Removal of Paying Agent or Bond Registrar and Appointment of Successor.

1. Any Paying Agent or Bond Registrar may at any time resign and be discharged of the duties and obligations created by the Resolution by giving at least sixty (60) days written notice to the Authority, the Trustee and the Paying Agent or Bond Registrar. Any Paying Agent or Bond Registrar may be removed by the Authority at any time by an instrument filed with such Paying Agent or Bond Registrar and the Trustee and signed by an Authorized Authority Representative. Any successor Paying Agent or Bond Registrar shall be appointed by the Authority with the approval of the Trustee and shall be a commercial bank or trust company organized under the laws of any state of the United States or national banking association, having capital stock, surplus and undivided earnings aggregating at least \$50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution.

In the event of the resignation or removal of any Paying Agent or Bond Registrar such Paying Agent or Bond Registrar shall pay over, assign and deliver any moneys held by it as Paying Agent or Bond Registrar to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent or Bond Registrar the Trustee shall act as such Paying Agent or Bond Registrar.

ARTICLE X SUPPLEMENTAL RESOLUTIONS

Section 1001. Supplemental Resolutions Effective Upon Filing With the Trustee.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Authority may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative, shall be fully effective in accordance with its terms:

(1) To close the Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(2) To add to the covenants and agreements of the Authority in the Resolution, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(3) To add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(4) To authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in Article II, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(5) To authorize, in compliance with all applicable law, Bonds to be issued in the form of Bonds issued and held in book-entry form on the books of the Authority, any Fiduciary or custodian appointed for that purpose by the Authority and, in connection therewith, make such additional changes herein, not adverse to the rights of the Holders of the Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Bonds, substitute for any such Fiduciary or custodian, provide for in, and amend any provisions in, the Resolution relating to the giving of notice, and specify and determine the matters and things relative to the issuance of such book-entry form Bonds as are appropriate or necessary;

(6) To confirm, as further assurance, any pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, the Resolution of the Pledged Property and to pledge any additional revenues, moneys, securities or other agreements; and

(7) To modify any of the provisions of the Resolution in any other respect whatever, provided that such modification shall become effective prior to the authentication and delivery of the first Bond authorized to be issued pursuant to this Resolution; provided that such Supplemental Resolution shall be specifically referred to in the text of all Bonds authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof.

Section 1002. Supplemental Resolutions Effective Upon Consent of Trustee.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative, and (ii) the filing with the Trustee and the Authority of instruments in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or

(2) To insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to or inconsistent with the Resolution as theretofore in effect.

Section 1003. Supplemental Resolutions Effective With Consent of Bondholders.

At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Resolution, upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative and upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative and upon compliance with the provisions of such Article XI.

Section 1004. General Provisions.

1. The Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing contained in this Article X or Article XI shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 704 or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument which elsewhere in the Resolution it is provided shall be delivered to said Fiduciary.

2. Any Supplemental Resolution referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the Authority without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when filed with the Trustee shall be accompanied by an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally.

3. The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Section 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the

Trustee, in taking such action, shall be fully protected in relying on an opinion of Bond Counsel that such Supplemental Resolution is authorized or permitted by the provisions of the Resolution.

4. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

ARTICLE XI AMENDMENTS

Section 1101. Mailing and Publication.

1. Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed posted prepaid only (i) to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority, and (ii) to the Trustee. If the Bonds are rated by Moody's Investors Service Inc. and/or by S & P Global Ratings, acting through Standard & Poor's Financial Services LLC, then the Authority shall give notice to the rating agency or agencies that rated the Bonds of any material amendments to the Resolution.

2. Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in an Authorized Newspaper.

Section 1102. Powers of Amendment.

Any modification or amendment of the Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds thereunder, in any particular, may be made by a Supplemental Resolution with the written consent, given as provided in Section 1103, of the Holders of at least a majority in principal amount of each Series of Bonds Outstanding at the time such consent is given; 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, 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 any calculation of Outstanding Bonds under this Section. 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 the 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 any Fiduciary without its written assent thereto. For the purpose of this Section, a maturity of Bonds shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such maturity. The Trustee may in its discretion determine whether or not, in accordance with the foregoing powers of amendment, Bonds of any particular maturity would be affected by any modification or amendment of the Resolution and any such determination shall be binding and conclusive on the Authority and all Holders of Bonds.

Section 1103. Consent of Bondholders.

The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1102 to take effect when and as provided in this Section 1103. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee) together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee shall be mailed by the Authority to Bondholders (but

failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section 1103 provided). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consents of Holders of the percentages of Outstanding Bonds specified in Section 1102 and (b) an Opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, subject any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally, and (ii) a notice shall have been given as hereinafter in this Section 1103 provided. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1203. A certificate or certificates executed by the Trustee and filed with the Authority stating that it has examined such proof and that such proof is sufficient in accordance with Section 1203 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 1203 to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 1103 provided for is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1203 hereof. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Authority to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentages of Bonds have filed such consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section 1103, may be given to Bondholders by the Authority by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1103 provided). The Authority shall file with the Trustee proof of the mailing thereof. A record, consisting of the certificates or statements required or permitted by this Section 1103 to be made by the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Holders of all Bonds at the expiration of forty (40) days after the filing with the Trustee of the proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that any Fiduciary and the Authority during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such

action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

Section 1104. Modifications by Unanimous Consent.

The terms and provisions of the Resolution and the rights and obligations of the Authority and of the Holders of the Bonds there under may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consent of the Holders of all of the Bonds then outstanding, such consent to be given as provided in Section 1103 except that no notice to Bondholders shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary and of the Bondholders.

Section 1105. Exclusion of Bonds.

Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XI, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Authority shall furnish the Trustee a certificate of an Authorized Authority Representative, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation on Bonds.

Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article XI provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust office of the Trustee or upon any transfer or exchange of any Bond outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same maturity then Outstanding, upon surrender of such Bonds.

ARTICLE XII MISCELLANEOUS

Section 1201. Defeasance.

1. If, subject to the provisions set forth in the next succeeding sentence, the Authority shall pay or cause to be paid or there shall otherwise be paid, to the Holders of all Bonds the principal or Redemption Price, if applicable and interest due or to become due thereon at the times and in the manner stipulated in the Bonds and in the Resolution, then the pledge of the Pledged Property, any Revenues, and other moneys and securities pledged under the Resolution and all covenants agreements and other obligations of the Authority to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Authority to be prepared and filed with the Authority and, upon the request of the Authority, shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Authority the Pledged Property, including all moneys or securities held by them pursuant to the Resolution which are not required for the payment of principal or Redemption Price, if applicable, and interest on Bonds not theretofore surrendered for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Outstanding Bonds of a particular Series, or of a particular maturity or particular Bonds within a maturity of a particular Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

2. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the Authority of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section. Subject to the provisions of subsection 3 through subsection 6 of this Section, any Outstanding Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee instructions accepted in writing by the Trustee to mail as provided in Article IV notice of redemption of such Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date, (b) there shall have been deposited with the Trustee either moneys (including moneys withdrawn and deposited pursuant to subsection 4 of Section 507) in an amount which shall be sufficient, or Defeasance Obligations (including any Defeasance Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be,

and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee form satisfactory to it instructions to mail a notice to the Holders of such Bonds that the deposit required by (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date or manner of determining such maturity or redemption date or period during which a maturity or redemption date may be chosen and the manner in which such date shall be chosen; upon which date moneys are expected, subject to the provisions of subsection 6 of this Section 1201, to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of the notice of redemption referred to in clause (a) hereof). Any notice of redemption mailed pursuant to the provisions of this subsection with respect to Bonds which constitute less than all of the Outstanding Bonds of any maturity shall specify the letter and number or other distinguishing mark of each such Bond. The Trustee shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 1201 to the retirement of said Bonds in amounts equal to the unsatisfied balances (determined as provided in Section 507) of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in the Resolution. The Trustee shall, if so directed by the Authority (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1201 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) above with respect to any Bonds deemed to have been paid in accordance with this Section 1201 which are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee in respect of such Bonds and redeem or sell Defeasance Obligations so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds and the Trustee shall immediately thereafter cancel all such Bonds so purchased; provided, however, that the moneys and Defeasance Obligations remaining on deposit with the Trustee after the purchase and cancellation of such Bonds shall be sufficient (as verified by an independent certified public accountant) to pay when due the Principal Installment or Redemption Price, if applicable, and interest due or to become due on all Bonds, in respect of which such moneys and Defeasance Obligations are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1201 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) with respect to any Bonds deemed to have been paid in accordance with this Section 1201 which are to be redeemed on any date prior to their maturity, the Authority shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by directions from the Authority to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay or redeem Bonds deemed paid in accordance with this Section 1201. The directions given by the Authority to the Trustee referred to in the preceding sentences shall also specify the portion, if any, of such Bonds so purchased or delivered and cancelled to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 1201 upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and cancelled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with this Section 1201 on any date or dates prior to

their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations of Bonds as provided in this Section 1201 the total amount of moneys and Defeasance Obligations remaining on deposit with the Trustee under this Section 1201 is in excess (as verified by an independent certified public accountant) of the total amount which would have been required to be deposited with the Trustee on such date in respect of the remaining Bonds in order to satisfy subclause (b) of this subsection 2 of Section 1201, the Trustee shall, if requested by the Authority pay the amount of such excess the Authority free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under this Resolution. Except as otherwise provided in this subsection of Section 1201 and in subsection 3 through subsection 5 of this Section 1201, neither Defeasance Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Trustee, (A) to the extent such cash will not be required (as verified by an independent certified public accountant) at any time for such purpose, shall be paid over to the Authority as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under the Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient (as verified by an independent certified public accountant) to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under the Resolution. For the purposes of this Section, Defeasance Obligations shall mean and include only (x) such securities as are described in this subsection 1201(2) which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof, (y) such securities as are described in this subsection 1201(2) which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof or as to which an irrevocable notice of redemption of such securities on a specified redemption date has been given and such securities are not otherwise subject to redemption prior to such specified date other than at the option of the Holder thereof or (z) upon compliance with the provisions of subsection 5 of this Section 1201, such securities as are described in this subsection 1201(2) which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

3. Defeasance Obligations described in clause (z) of subsection 2 of this Section 1201 may be included in the Defeasance Obligations deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection 2 of this Section 1201 only if the determination as to whether the moneys and Defeasance Obligations to be deposited with the Trustee in order to satisfy the requirements of such clause (b) would be sufficient to pay when due either on the maturity date thereof or, in the case of any bonds to be redeemed prior to the maturity date thereof, on the redemption date or dates specified in any notice of redemption to be mailed by the Trustee in accordance with subsection 2 of this Section 1201, the principal and Redemption Price, if applicable, and interest on the Bonds which will be deemed to have been paid as provided in subsection 2 of this Section 1201 is made both (i) on the assumption that the Defeasance Obligations described in clause (z) were not redeemed at the option of the issuer prior to the maturity date thereof and (ii) on the assumptions that such Defeasance Obligations would be

redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest ceased to accrue on such Defeasance Obligations that the proceeds of such redemption would not be reinvested by the Trustee.

4. In the event that after compliance with the provisions of subsection 3 of this Section 1201 the Defeasance Obligations described in clause (z) of subsection 2 of this Section 1201 are included in the Defeasance Obligations deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection 2 of this Section 1201 and any such Defeasance Obligations are actually redeemed by the issuer thereof prior to their maturity date, then the Trustee at the direction of the Authority, provided that the aggregate of the moneys and investment Securities to be held by the Trustee, taking into account any changes in redemption dates or instructions to give notice of redemption given to the Trustee by the Authority in accordance with subsection 5 of this Section 1201, shall at all times be sufficient (as verified by an independent certified public accountant) to satisfy the requirements of clause (b) of subsection 2 of this Section 1201, shall reinvest the proceeds of such redemption in Defeasance Obligations. The Trustee shall mail notice of the substitution of Defeasance Obligations to the Holders of the Bonds.

5. Any notice of redemption to be mailed by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of the Authority, that any redemption date or dates in respect of all or any portion of the Bonds to be redeemed on such date or dates may at the option of the Authority be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with this Section 1201 upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption.

6. If the Bonds are rated by Moody's Investors Service, Inc. and/or by S & P Global Ratings, acting through Standard & Poor's Financial Services LLC and/or Fitch, Inc., then the Authority shall give notice to the rating agency or agencies that rated the Bonds of any defeasance of all or any of the Bonds.

Section 1202. Unclaimed Funds.

Except as may be otherwise required by the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq., anything in the Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, at the written request of the Authority, be repaid by the Fiduciary to the Authority, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Authority for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority the Fiduciary shall, at the expense of the Authority, cause to be published at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30)

days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

Section 1203. Evidence of Signatures of Bondholders and Ownership of Bonds.

Any request, consent, revocation of consent or other instrument which the Resolution may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds shall be sufficient for any purpose of the Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature, guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

(2) The amount of Bonds transferable by delivery held by any person executing any instrument as a Bondholder, the date of his holding such Bonds, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the Trustee, executed by the Trustee or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, showing at the date therein mentioned that such person exhibited to such member or officer or had on deposit with such depository the Bonds described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository with respect to Bonds owned by it, if acceptable to the Trustee. In addition to the foregoing provisions, the Trustee may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bonds transferable by delivery.

2. The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification and date of holding the same shall be proved by the registry books.

3. Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

Section 1204. Moneys Held for Particular Bonds.

The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

Section 1205. Preservation and Inspection of Documents.

All documents received by any Fiduciary under the provisions of the Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, any other Fiduciary and any Bondholder and their agents and their representatives any of whom may make copies thereof.

Section 1206. Parties Interested Herein.

Nothing in the Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Authority, the Fiduciaries and the Holders of the Bonds, any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof and all the covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Fiduciaries and the Holders of the Bonds.

Section 1207. No Recourse on the Bonds.

No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Resolution against any member or officer of the Authority or any person executing the Bonds.

Section 1208. Publication of Notice; Suspension of Publication.

1. Any publication to be made under the provisions of the Resolution in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspaper for any or all of the successive publications but may be made in a different Authorized Newspaper.

2. If, because of the temporary or permanent suspension of the publication or general circulation of any Authorized Newspaper or for any other reason, it is impossible or impractical to publish any notice pursuant to the Resolution in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 1209. Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in the Resolution on the part of the Authority or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Resolution.

Section 1210. Holidays.

Except with respect to the computation of a Record Date, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Resolution, shall be a legal holiday or a day on which banking institutions in the municipality in which is located the principal office of the Trustee or the office of the Authority are authorized by law to remain closed, such payment may or act performed or right exercised on the next succeeding day not a legal holiday or day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in the Resolution, and no interest shall accrue for the period after such nominal date.

Section 1211. Notices and Demands.

All notices, demands or other communications provided for in this Resolution shall be in writing and shall be delivered personally, or sent by certified or registered mail, to (i) the Authority at 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, Attn: Project Manager, (ii) the County at the County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, Attn: Director/County Treasurer and (iii) the Trustee at 99 Wood Avenue South, Iselin, New Jersey 08830, or to such other representatives or addresses as the Authority, the County or the Trustee may from time to time designate by written notice to the parties hereto or beneficiaries hereof.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Resolution and related financing documents and delivered using Electronic Means; provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authorization to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its

transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 1212. Governing Law.

This Resolution shall be governed by the laws of the State of New Jersey.

ARTICLE XIII
BOND FORMS AND EFFECTIVE DATE

Section 1301. Forms of Bonds.

Subject to the provisions of the Resolution the forms of the Bonds shall be substantially as follows:

NO. R

\$ _____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
THE UNION COUNTY IMPROVEMENT AUTHORITY
COUNTY GUARANTEED LEASE REVENUE BOND, SERIES 2021
(UNION COUNTY FAMILY COURT BUILDING PROJECT)

INTEREST	AUTHENTICATION	DATED	MATURITY	CUSIP
RATE:	DATE:	DATE:	DATE:	

Registered Owner:

Principal Sum: _____ Dollars (\$ _____)

THE UNION COUNTY IMPROVEMENT AUTHORITY (the "Authority"), body corporate and politic organized and existing under the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey, as amended and supplemented (the "Act"), for value received, hereby promises to pay to the Registered Owner stated hereon, or registered assigns, but only out of the sources hereinafter mentioned, on the MATURITY DATE shown above, unless this bond shall have been called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, at the corporate trust office of Manufacturers and Traders Trust Company, Iselin, New Jersey (the "Paying Agent"), the Principal Sum stated hereon and to pay, but only out of the sources hereinafter mentioned, interest on such principal sum on each May 1 and November 1, commencing May 1, 2021, from the date hereof until payment of said principal sum has been made or provided for, at the Interest Rate stated hereon to the registered owner hereof as of the Record Date (as such term is defined in the Resolution) and shall be paid by check or draft mailed on the interest payment date to such registered owner at his or her address as it appears on the registration books of the Authority kept at the above office of Manufacturers and Traders Trust Company, Iselin, New Jersey (the "Bond Registrar").

Copies of the Resolution are on file at the office of the Authority and at the principal corporate trust office of Manufacturers and Traders Trust Company, Iselin, New Jersey, as Trustee under the Resolution, or its successor (the "Trustee"), and reference to the Act and of the Resolution (hereinafter defined) and any and all modifications and amendments thereof is made for a description of the pledge securing the bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of bondholders with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder.

This bond is one of a duly authorized issue of bonds of the Authority designated as its "County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project)," in the aggregate principal amount of \$ _____ issued pursuant to the Act and under and pursuant to a resolution of the Authority adopted _____, 2021, entitled "County Guaranteed Lease Revenue Bond Resolution (Union County Family Court Building Project)" (the "Resolution").

Terms used herein and not otherwise defined shall have the meaning given to in the Resolution.

The Bonds are payable solely from and secured by a pledge of the Revenues as defined in the Resolution, proceeds of Bonds held or set aside under the Resolution, and the funds and accounts established under the Resolution.

The Bonds are issuable in the form of registered bonds in the denominations of \$5,000 or any integral multiple thereof.

The Bonds maturing on or after _____ 1, 20__ are subject to redemption prior to maturity, upon giving notice as hereinafter provided, (1) in part by operation of the Debt Service Fund established under the Resolution to satisfy sinking fund installments, on any interest payment date on and after _____ 1, _____, at the principal amount thereof together with accrued interest to the redemption date, and (2) otherwise, on and after _____ 1, 20__, as a whole at any time, or in part, by lot within a maturity from maturities selected by the Authority, on any interest payment date, at the respective redemption prices (expressed as percentages of the amount of the bonds or portions thereof to be redeemed) set forth below in each case together with accrued interest to the redemption date:

Period During Which Redeemed
(Both Dates Inclusive)

Redemption Prices

[Insert Redemption Provisions]

When Bonds have been selected for redemption pursuant to any provision of the Resolution, the Trustee shall give written notice of redemption of such Bonds in the name of the Authority, which notice shall set forth: (i) the date fixed for redemption, (ii) the Redemption Price to be paid, (iii) that such Bonds will be redeemed at the Principal Office of the Paying Agent, (iv) if less than all of such Bonds of like Series and maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed, and (v) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Such notice shall further state that on the redemption date there shall become due and payable the Redemption Price of all Bonds to be redeemed, together with interest accrued thereon to the Redemption date, and that, from and after such date, interest thereon shall cease to accrue. In case

any Bond is to be redeemed in part only, the notice of redemption that relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, the Holder thereof shall be entitled to a new Bond or Bonds, bearing interest at the same rate and in aggregate principal amount equal to the unredeemed portion of such Bond.

The notice required to be given by the Trustee shall be sent by registered mail to the registered owners of the Bonds to be redeemed, at their addresses as they appear on the Bond registration books of the Authority, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date. The failure to give notice of the redemption of any Bond or portion thereof to the registered Holder of such Bond as herein provided shall not affect the validity of the proceedings for the redemption of any Bonds for which notice of redemption has been given in accordance with the provisions of the Resolution.

This bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the office of the Bond Registrar by the registered owner hereof in person or by his or her duly authorized attorney, upon surrender with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney, and whereupon a new registered bond or bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee, Bond Registrar, and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution, or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Authority, with the written consent of the holders of at least majority in principal amount of the Bonds Outstanding under the Resolution at the time such consent is given, and, in case less than all of the several maturities of Bond then Outstanding are affected thereby, with such consent of at least a majority in principal amount of the Bonds of each maturity 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 Resolution, the consent of the holders of such Bonds 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, the Bond Register or of the Paying Agent without its written assent thereto.

The Bonds shall not be deemed to constitute a debt or liability of the State of New Jersey or of any political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty); or a pledge of the full faith and credit of the

State or any such political subdivision (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty); and neither the State nor any such political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty) is obligated to pay the Bonds or interest thereon, and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof (except the Authority, but solely to the extent of the Pledged Property, and the County, but solely to the extent of the Rentals made pursuant to the Lease and the payments made pursuant to the County Guaranty) is pledged to the payment of the principal of or interest on the Bonds.

The Act provides that neither the members of the Authority nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

This bond is not to be entitled to any benefits under the Resolution or be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the manual signature of the Trustee or the Bond Registrar.

IN WITNESS WHEREOF, THE UNION COUNTY IMPROVEMENT AUTHORITY has caused this bond to be executed in its name by the manual signature of its Chairman and its corporate seal to be imprinted hereon and attested by the manual signature of its Secretary, all as of the DATE OF ORIGINAL ISSUE.

[Authority Seal]

THE UNION COUNTY IMPROVEMENT

Attest:

Secretary

By: _____
Chairman

GUARANTY BY THE COUNTY OF UNION

The payment of the principal of and interest on the within Bond shall be fully, irrevocably and unconditionally guaranteed by the County of Union, a body corporate and politic of the State of New Jersey (the "County"), in accordance with the provisions of N.J.S.A. 40:37A-80 and the guaranty ordinance of the County finally adopted pursuant thereto, and the County is fully, irrevocably and unconditionally liable for the payment, when due, of the principal of and interest on this Bond, and if necessary the County shall levy *ad valorem* taxes upon all the taxable property within the County, without limitation as to rate or amount, in order to make such payment.

IN WITNESS WHEREOF, the County of Union, New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Chairman of the Board of County Commissioners, Vice Chairman of the Board of County Commissioners or Director of Finance.

COUNTY OF UNION, NEW JERSEY

Chairman of the Board of County Commissioners,
Vice Chairman of the Board of County Commissioners
or Director of Finance

CERTIFICATE OF AUTHENTICATION

This bond is one of the issue of County Guaranteed Lease Revenue Refunding Bonds, Series 2021 (Union County Family Court Building Project) delivered pursuant to the within mentioned Resolution.

**Manufacturers and Traders Trust Company,
as trustee**

**By: _____
Authorized Signature**

Section 1302. Effective Date.

This Resolution shall take effect immediately upon the adoption in accordance with the Act.