

Member Mushinsky introduced and moved the adoption of the following resolution and Member McElree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING SETTLEMENT AND RELEASE OF
ALL CLAIMS IN THE MATTER OF PRAETORIAN
INSURANCE COMPANY v. UNION COUNTY IMPROVEMENT
AUTHORITY, DOCKET NO. UNN-L-2229-12**

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

WHEREAS, the Authority made a claim to Praetorian Insurance Company ("Praetorian") for coverage and indemnification in connection with a personal injury suit filed against it; and

WHEREAS, Praetorian denied coverage and filed a declaratory judgment action (the "Lawsuit") against the Authority in which it asked the court to render a judgment that Praetorian was not required to cover and indemnify the Authority for the suit, and in which the Authority has filed for a judgment declaring that Praetorian's policy requires it to cover and indemnify the Authority; and

WHEREAS, the Authority was required to defend itself in the personal injury suit, and has now been found to be not liable to the plaintiff in that suit, and the court has dismissed the Authority from the case; and

WHEREAS, Praetorian has offered the Authority \$25,000 to settle the Lawsuit, which sum will reimburse the Authority for its costs of defense in the personal injury suit; and

WHEREAS, pursuant to the proposed settlement, the Authority and Praetorian will release all claims that are or could have been raised against each other, and Praetorian will dismiss the Lawsuit as described more fully in the Mutual Release of all claims attached hereto and made part hereof;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY that settlement of the Lawsuit for the sum of \$25,000 be approved, and the Chairman be authorized to sign the Mutual Release in the form attached hereto, and to execute any other documents necessary to bind the settlement and release the claims;

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

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING SETTLEMENT AND RELEASE OF ALL CLAIMS IN THE MATTER OF PRAETORIAN INSURANCE COMPANY v. UNION COUNTY IMPROVEMENT AUTHORITY, DOCKET NO. UNN-L-2229-12** is a true copy of a resolution adopted by the governing body of the Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: June 12, 2013
(SEAL)

MUTUAL RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT UNION COUNTY
IMPROVEMENT AUTHORITY ("INSURED") AND PRAETORIAN INSURANCE
COMPANY ("PRAETORIAN") (sometimes referred to herein as a "Party" or the "Parties") for
and in consideration of the payment by PRAETORIAN to the INSURED of:

TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS

-----(\$25,000.00)-----

lawful money of the United States, mutually consent to the voluntary dismissal of the
DECLARATORY JUDGMENT ACTION filed in the matter of Praetorian Insurance
Company v. Union County Improvement Authority, et al., in the Superior Court of New Jersey,
Law Division, Union County, Docket No.: UNN-L-2229-12 ("**DECLARATORY JUDGMENT
ACTION**"), under **Commercial General Liability Policy of Insurance Number H633-
000174-00** effective August 1, 2007 to August 1, 2008 and/or **Commercial Umbrella Policy
of Insurance Number H635000109-00** effective August 1, 2007 to August 1, 2008 issued by
PRAETORIAN to the **INSURED** (the "**POLICIES**"). The Parties, hereby remise, release
and forever discharge, and do by these presents for themselves and their successors and assigns,
release, remise, forgive, acquit and forever discharge each other, their respective principals,
agents, servants, legal representatives, and employees of and from all manner of actions, cause
and causes of action, bills, specialties, suits, debts, dues, sums of money, accounts, reckonings,
bonds, covenants, contracts, controversies, agreements, promises, damages, whether
compensatory, consequential, or punitive, awards, claims demands and judgments whatsoever,
whether sounding in contract, quasi-contract or tort, in law, in equity or criminal law, which
either Party now has against the other or which either Party ever had, or which their respective

successors or assigns hereafter can, shall or may have, upon or by reason of any matter, arising out of the claims brought against the INSURED in the matter of Adel Hamza, et al. v. County of Union, et al., filed in the Superior Court of New Jersey, Law Division, Union County, Docket No.: UNN-L-306-10 ("**UNDERLYING ACTION**"), and/or the March 3, 2008 fall down accident involving Aziza Elsisi (the "**ACCIDENT**"), and/or the **DECLARATORY JUDGMENT ACTION** , and/or all claims arising directly or indirectly out of or under the **POLICIES**.

INSURED and **PRAETORIAN** warrant and represent that no other person or entity has any interest in the matters released herein, and that neither Party has assigned or transferred or purported to assign or transfer to any person or entity all or any portion of the matters released herein.

It is specifically understood and agreed that this **MUTUAL RELEASE** applies to all known and unknown claims, damage or losses, all consequential, extra-contractual or tort claims for loss, injury or damages and this **MUTUAL RELEASE** encompasses a full and final settlement of all claims and potential claims arising from the **ACCIDENT** under the **POLICIES**.

The Parties acknowledge and agree that the payment described in this **MUTUAL RELEASE** is not an admission of liability on the part of either of them, but, to the contrary, represents a compromise of asserted claims, which are expressly contested, disputed, and denied, arising under the **POLICIES**. The Parties further understand that this **MUTUAL RELEASE** does not constitute, and shall not be construed to reflect, the adoption of any insurance coverage

position by either Party, nor will it have any bearing upon or relevance to the interpretation or meaning of the **POLICIES** or any other policies of insurance or any of the terms, definitions, conditions, or exclusions contained in the **POLICIES** or any other policies of insurance.

INSURED represents and warrants that there are no liens on the payment made under this **MUTUAL RELEASE**. Each Party will indemnify and defend the other Party against any demand of payment or claim brought by any third-party for reimbursement of proceeds paid on behalf of **INSURED**, its successors and assigns or any other persons, firms or corporations. This includes, but is not limited to, any and all claims, suits, demands, liabilities, costs, and attorney fees arising from any liens, subrogation claims, or other claims of recovery rights, past and future, known and unknown.

The existence of and terms of this **MUTUAL RELEASE** shall remain strictly confidential, shall not be disclosed, used, cited, disseminated, published, publicized, referred to, relied upon, and/or mentioned to anyone other than the Parties, their counsel, accountants, and their auditors, except as required by law (such as in response to a lawful subpoena). The confidentiality of this **MUTUAL RELEASE** may be enforced by all available remedies, both at law and in equity.

Upon receipt of this duly executed **MUTUAL RELEASE**, **PRAETORIAN** agrees to dismiss, without prejudice, and without costs to either Party, the **DECLARATORY JUDGMENT ACTION**.

The undersigned warrant and represent that he/she is authorized to and does execute this **MUTUAL RELEASE** on behalf of his/her respective principals.

This **MUTUAL RELEASE** may not be changed orally.

IN WITNESS WHEREOF, the undersigned has caused this MUTUAL RELEASE to be executed on this 12 day of June, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: Anthony J. Scutari

Name: Anthony J. Scutari

Title: Chairman

IN PRESENCE OF:

STATE OF New Jersey
COUNTY OF Union ss.:

On June 12, 2013, before me personally came John Salerno to me known, who, by me duly sworn, did depose and say that deponent is the Acting Chairman of UNION COUNTY IMPROVEMENT AUTHORITY, the entity described herein which executed the foregoing MUTUAL RELEASE,

[Signature]
NOTARY PUBLIC Attorney-at-law

IN WITNESS WHEREOF, the undersigned has caused this MUTUAL RELEASE to be executed on this ____ day of _____, 2013.

PRAETORIAN INSURANCE COMPANY

By: _____

Name: _____

Title: _____

IN PRESENCE OF:

STATE OF _____
COUNTY OF _____ ss.:

On _____, 2013, before me personally came _____, to me known, who, by me duly sworn, did depose and say that deponent is the _____ of PRAETORIAN INSURANCE COMPANY, the entity described herein which executed the foregoing MUTUAL RELEASE,

NOTARY PUBLIC

RESOLUTION NO. 36-2013

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AWARDING A CONTRACT TO APS CONTRACTING INC. FOR THE
CONSTRUCTION OF THE NEW UNION COUNTY FAMILY COURT
BUILDING AT CHERRY STREET, ELIZABETH, NEW JERSEY**

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

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

WHEREAS, in or about February 2013, the Authority published a notice of bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the Construction of the Project (the "Project Services"), and on March 13, 2013, it received eleven (11) for the Project Services, all of which were over budget; and

WHEREAS, on April 3, 2013 the Authority adopted Resolution No.21-2013, rejecting all bids and authorizing a rebid of the Project; and

WHEREAS on May 1, 2013, the Authority published a notice of bids, pursuant to law, and on May 29, 2013, in accordance therewith, the Authority received seven (7) bids for the Project Services as follows:

APS Contracting Inc.	\$33,380,000
Niram, Inc.	33,594,000
Dobco, Inc	33,717,000
Brockwell & Carrington Contractors, Inc.	33,860,000
Ernest Bock & Sons, Inc.	34,564,000
Worth Construction Co., Inc.	34,548,000
Claremont Construction Group, Inc.	34,777,000; and

WHEREAS, the Authority has determined to proceed with the Base Bid, which does not include the deduct alternate for which bidders were asked to provide a proposal; and

WHEREAS, the Authority has determined that APS Contracting Inc. has submitted the lowest responsible bid, exclusive of the deduct alternate, and recommends that the contract for the Project Services be awarded to APS Contracting Inc. in accordance with N.J.S.A. 40A: 11-1 *et seq.*

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that:

1. APS Contracting Inc. be and is hereby formally declared to be the lowest responsible bidder for the Project Services, and the Chairman and Secretary of the Authority are authorized to execute an agreement with APS Contracting Inc. in accordance with its bid and the terms and conditions contained in the bid specifications; and

2. the bid security of all other bidders be returned to them in accordance with N.J.S.A. 40A:11-1 *et seq.*; and

3. this resolution shall take effect immediately.

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AWARDING A CONTRACT TO APS CONTRACTING INC. THE CONSTRUCTION OF A NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET, ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: June 12, 2013

SEAL

June 4, 2013

BY EMAIL AND REGULAR MAIL

Charlotte DeFilippo, Executive Director
Union County Improvement Authority
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

Re: Union County Family Court Building –GC Re-Bid

Dear Ms. DeFilippo:

We have reviewed the bids received on May 29, 2013 for the Union County Family Court Building – GC Re-Bid. Enclosed please find the GC comparison sheet of all the bids submitted.

There were seven (7) bids received and the low responsive bid is from APS Contracting, Inc. of Paterson, NJ in the amount of \$ 33,380,000.00 (inclusive of all required contract allowances). APS Contracting's Alternate No. 1 (to eliminate the Exterior Stone Cladding System specified in Section 044200 and provide the alternate Grid Supported Stone Cladding System) is a bid deduct in the amount of \$ 135,000.00. The Bid Bond and Consent of Surety furnished by APS Contracting, Inc. are through Fidelity & Deposit Co., of Maryland.

Based on the above and pending an official legal review, we recommend not accepting the Alternate No. 1 Bid Deduct and to award the contract for the Union County Family Court Building – GC Re-Bid to APS Contracting, Inc. in the amount of \$ **33,380,000.00**.

If you should have any questions, please do not hesitate to call.

Very truly yours,
MAST Construction Services, Inc.

Troy Marzziotti
Senior Project Manager

W/ attachment: Comparison Sheet

cc: Mr. Mark Brink
Ms. Catherine E. Tamasik, Esq.
Mr. Nicholas Netta
Mr. Laurence Uher
Mr. Richard Brown
Ms. Susan DiGiacomo
(all copies by email only)

UCIA
DeCotiis, Fitzpatrick & Cole, LLP
Netta Architects
Netta Architects
MAST Construction Services, Inc.
MAST Construction Services, Inc.

RESOLUTION NO. 37-2013

Member Mushewsky introduced and moved the adoption of the following resolution and Member Mclyhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AWARDING A CONTRACT TO ATLANTIC ENGINEERING
LABORATORIES, INC. FOR MATERIALS TESTING SERVICES DURING
THE CONSTRUCTION OF THE NEW UNION COUNTY FAMILY COURT
BUILDING AT CHERRY STREET, ELIZABETH, NEW JERSEY**

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

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

WHEREAS, pursuant to the International Building Code as adopted by the State of New Jersey regarding materials testing, the Authority is required to retain a materials testing agency for construction activities such as the Project, which testing includes soils, concrete, masonry, structural steel, and fire proofing; and

WHEREAS, the Authority has issued Requests for Proposals, and has received two proposals from testing agencies, and based upon its review of the Proposals, recommends that a contract be awarded to Atlantic Engineering Laboratories, Inc. to perform the necessary testing for the Project, in an amount not to exceed \$73,805.00, through and until such time as the Project is complete and a Certificate of Occupancy is issued;

NOW, THEREFORE, BE IT RESOLVED by the Authority that:

1. Atlantic Engineering Laboratories, Inc. is hereby retained as the materials testing agency for the Project to provide the materials testing described in its proposal, a copy of which shall be maintained at the Authority offices; and
2. the Chairman and Secretary of the Authority are hereby authorized to execute an agreement with Atlantic Engineering Laboratories, Inc.
3. this resolution shall take effect immediately.

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

Recorded Vote


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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AWARDED A CONTRACT TO ATLANTIC ENGINEERING LABORATORIES, INC. FOR MATERIALS TESTING SERVICES DURING THE CONSTRUCTION OF THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET, ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: June 12, 2013

MAST CONSTRUCTION SERVICES, INC.

June 4, 2013

BY EMAIL AND REGULAR MAIL

Charlotte DeFilippo, Executive Director
Union County Improvement Authority
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

Re: Union County Family Court Building
Testing and Inspection Recommendation

Dear Ms. DeFilippo:

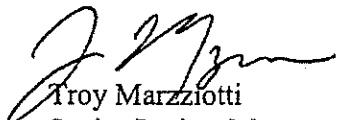
We have reviewed the Testing & Inspection Services bids received on March 28, 2013, for the Union County Family Court Building. Enclosed please find the comparison sheet that outlines the unit prices that were submitted by the two (2) lowest bidders and estimated number of days and or samples/tests required for the project.

As per the attached spreadsheet, the estimated amount for Field Testing & Inspections / Lab Tests would be \$ 76,350.00 for Vertical V and \$ 73,805.00 for Atlantic Engineering Laboratories (AEL). Per our budget dated January 29, 2013, an allowance of \$100,000 was included for 3rd Parting Testing.

Based on the attached comparison sheet and the above allowance, we recommend that the Testing and Inspection Services contract for the Union County Family Court Building be awarded to **Atlantic Engineering Laboratories, Inc. (AEL)**.

If you should have any questions, please do not hesitate to call.

Very truly yours,
MAST Construction Services, Inc.


Troy Marzziotti
Senior Project Manager

W/ attachment: Comparison Sheet

cc:	Mr. Mark Brink	UCIA
	Ms. Catherine E. Tamasik, Esq.	DeCotiis, Fitzpatrick & Cole, LLP
	Mr. Nicholas Netta	Netta Architects
	Mr. Laurence Uher	Netta Architects
	Mr. Richard Brown	MAST Construction Services, Inc.
	(all copies by email only)	

RESOLUTION NO. 38-2013

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

RESOLUTION AUTHORIZING THE ISSUANCE OF
UNION COUNTY IMPROVEMENT AUTHORITY
LEASE REVENUE BONDS, SERIES 2013
(UNION COUNTY COLLEGE CRANFORD FACILITY PROJECT)
AND ADDITIONAL BONDS OR NOTES OF
THE UNION COUNTY IMPROVEMENT AUTHORITY

Adopted:

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Exhibit A Form of Bond Documents

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

WHEREAS, the County and Union County College have requested that the Authority undertake and provide financing for the design and construction of a Union County College Cranford Facility to be located, in part, on the Colleges Campus in Cranford, New Jersey, on lands currently owned by the College (the "Project"); and

WHEREAS, the Project is expected to provide new and necessary facilities for the College; and

WHEREAS, the Authority has been requested to finance the Project; and

WHEREAS, the Authority is desirous of assisting in the financing of such Project, to the extent permitted by law; and

WHEREAS, the Authority plans to issue not to exceed \$15,000,000 in Lease Revenue Bonds, Series 2013 (Tax Exempt) (County College Cranford Facility Project) in two or more series being County of Union General Obligation Lease Revenue Bonds, Series 2013A (County College Cranford Facility Project) (the "Series 2013A Bonds"), and County of Union General Obligation Lease Revenue Bonds, Series 2013B (County College Cranford Facility Project) (Chapter 12 Supported) (the "Series 2013B Bonds", and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to: (i) the Act; (ii) a bond resolution of the Authority to be adopted (the "Resolution"); and (iii) all other applicable law; 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 of Union; (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 of Union and will not create an undue financial burden to be placed upon the County.

NOW, THEREFORE, THIS BOND RESOLUTION WITNESSETH, that in order to secure the payment of the principal of, the redemption premium, if any, and the interest on, and the purchase price of, all 2013 Bonds at any time issued and outstanding under this Bond Resolution, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2013 Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2013 Bonds by the Holders (as hereinafter defined) thereof, and for other valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the Authority, for the benefit of the respective Holders from time to time, does hereby grant a security interest in, pledge and assign to the Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever, all of the Authority's rights, title and interest in and to the following:

I.

The Revenues (as hereinafter defined), including, but not limited to all payments and prepayments due and to become due hereunder.

II.

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

III.

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

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

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

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

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

ARTICLE I DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Bond Resolution and of any bond resolution supplemental hereto or thereto, have the meanings herein specified, as follows:

“Act” shall mean the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and all acts supplemental thereto or amendatory thereof.

“Additional Bonds” shall mean any bonds or notes issued pursuant to the provisions of this Bond Resolution.

“Administrative Expense Account” shall mean the Account within the Construction Fund by that name established pursuant to Section 3.03.

“Administrative Expenses” shall mean the expenses that are incurred by the Authority, the County or their agents, counsel or other consultants, including the Administrative Fee, in carrying out any of their duties under any Bond Documents, including, without limitation, accounting, administrative, financial advisory and legal expenses and the fees and expenses of the Trustee, the Paying Agent or any other fiduciaries or agents and their counsel acting on behalf of the Authority under or pursuant to the terms of any Bond Document.

“Additional Lease Payments” shall mean, any amount payable by the County, under the terms of the Lease or the Bond Resolution, other than Basic Lease Payments, including without limitation, Administrative Expenses and any amounts payable at the Overdue Rate.

“Administrative Fee” shall mean, (a) the Authority Fee payable at closing plus (b) .125 per cent (.125%) of the par amount of the Bonds, payable to the Authority from a portion of the proceeds of the Bonds that have been deposited in the Administrative Expense Account pursuant to Section 3.05 hereof to pay the Authority Fee, plus the Annual Administrative Fee for the first Bond Year, (c) for all Bond Years thereafter, the Annual Administrative Fee, and (ii) for all Additional Bonds other than the Bonds, a sum of money as determined by any supplemental resolution or supplemental indenture.

“Affiliate” shall mean, with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

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

“Authority” means the Union County Improvement Authority, New Jersey and its successors and assigns.

“Authority Assignment” means the Assignment of the Authority in favor of the Trustee dated the date of closing with respect to certain Bond Documents.

“Authority Fee” means the fee of \$50,000 payable to the Authority on the Closing Date.

"Authorized Denomination" shall mean \$5,000 and any integral multiple of \$5,000.

"Authorized Officer" shall mean (1) with respect to the Authority: the Chairman, the Vice Chairman, the Treasurer, the Secretary or the Executive Director of the Authority and, when used with reference to an act or document, also means any other person who shall be authorized by resolution or the by-laws of the Authority to perform such act or to execute such document or any other person or persons who shall be authorized by resolution of the Authority to act on behalf of the Authority or by a written certificate duly executed on behalf of the Authority by the Chairman, Vice Chairman, Treasurer, Secretary or the Executive Director of the Authority, which certificate shall set forth such authorization and shall contain the specimen signature of each such person, and (2) with respect to the Trustee or the Paying Agent: any officer of the Trustee or the Paying Agent respectively authorized by the Trustee or the Paying Agent to act or execute documents on behalf of the Trustee or the Paying Agent, as the case may be.

"Base Rate" shall mean the rate of interest established by the Trustee from time to time as its reference rate in making loans but does not reflect the rate of interest charged to any particular class of borrowers, and is not tied to any external rate of interest or index. The applicable rate will change automatically and immediately as of the date the Trustee changes its Base Rate, without notice to any party

"Basic Lease Payment" shall mean any or all of, or the applicable, as the case may be, Basic Lease Payments set forth herein.

"Basic Lease Payment Date" shall mean (i) with respect to the principal portion of a Basic Lease Payment, one (1) month prior to any regularly scheduled Principal Payment Date as set forth in the Lease Agreement, (ii) with respect to the Interest Portion of a Basic Lease Payment, one (1) month prior to any regularly scheduled Interest Payment Date as set forth the Lease Agreement, or if either of such dates is not a Business Day, the Business Day next preceding any such date and (iii) with respect to a prepayment or acceleration, shall be the date of payment of any purchase option price or mandatory purchase price, as the case may be.

"Board of Freeholders" shall have the meaning assigned and ascribed to such term as set forth in the preamble of this Agreement.

"Bond Counsel" means Law Office Of John G. Hudak, Esq., LLC., or any other nationally recognized bond counsel selected by the Authority.

"Bond Document" and "Bond Documents" shall mean a collective reference to one or more of the following: the Lease Agreement, this Bond Resolution, the 2013 Bond, , and all other documents, instruments, certificates and agreements executed in connection with the 2013 Bond, as the same may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented.

"Bond Fund" shall mean the Bond Fund established pursuant to Section 5.02 hereof.

"Bonds" shall mean the Lease Revenue Bonds, Series 2013 (Union County College Cranford Facility Project), and all of any Additional Bonds or Notes.

"Bond Resolution" shall mean this resolution of the Authority authorizing the issuance of Bonds entitled AResolution Authorizing The Issuance Of Union County Improvement Authority Lease Revenue Bonds, Series 2013 (Union County College Cranford Facility Project) And Additional Bonds Or Notes Of The Union County Improvement Authority@, as adopted by the Board on June __, 2013, as may be supplemented or amended by a certified officer of the Authority or a Supplemental Resolution in accordance with Section 3.01(c) hereof and all other supplements or amendments adopted in accordance

with the process hereof, and all other amendments and supplements hereto adopted in accordance with the provisions hereof.

“Bondholder” or the term “holder” or any similar term, when used with reference to a Bond or Bonds, means the purchaser or assignee of the 2013 Bonds.

“Bonds” shall have the meaning assigned and ascribed to such term as set forth in the recitals of this Indenture.

“Bond Year” shall mean, with respect to the Bonds, each one-year period beginning on January 1 and ending on December 31 (or such other dates set forth in a Certificate of the Authority or Bond Resolution), except that the first and last Bond Years shall be short periods. For each Series of Additional Bonds, the Bond Year shall be designated in the Bond Resolution pursuant to which such Series of Bonds is issued.

“Business Day” shall mean any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York or the City or cities in which are located the principal corporate trust office of the Trustee are authorized or required by law to close or (c) a day on which the New York Stock Exchange is closed.

“Capitalized Interest Account” means the account within the Bond Fund so designated and established pursuant to Section 5.03 hereof.

“Certificate of the Authority” shall mean a certificate signed by the Chairman, Vice Chairman, Treasurer, Secretary or Executive Director of the Authority, or by such other person at the time or from time to time designated by written certificate furnished to the Trustee and signed by the Chairman, Vice-Chairman, Treasurer, Secretary or Executive Director of the Authority. If and to the extent required by the provisions of Section 1.04, each Certificate of the Authority shall include the statements provided for in Section 1.04. “Certified Resolution” shall mean a copy of a resolution of the Authority certified by the Secretary or an Assistant Secretary of the Authority to have been duly adopted by the Authority and to be in full force and effect on the date of such certification.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and any amendments of, or successor provisions to the Code, to the extent applicable to the Bonds. Reference herein to any specific provision of the Code shall be deemed to include any successor provision of the Code applicable to the particular Series of Bonds.

“Completion Date” shall mean the date of completion of the Project.

“Construction Account” shall mean the account in the Construction Fund by that name established pursuant to Section 3.03.

“Construction Fund” shall mean the Construction Fund established pursuant to Section 3.03.

“Construction Period” shall mean the period from the Issue Date for the 2013 Bonds to the date the Project has been placed in service (within the meaning of Treasury Regulations 1.167(a)(11)(e)(i) and 1.46-3(d)(ii), as set forth in a certificate provided by the Authorized Authority Representative to the Trustee.

"Continuing Disclosure Agreement" shall have the meaning assigned to such term in the recitals to this Bond Resolution.

"Cost" or "Costs" with respect to the Project shall be deemed to include all items permitted to be financed under the provisions of the Act, including but not limited to:

(a) all costs which the Authority shall be required to pay for the acquisition, construction, reconstruction, repair, alteration, improvement and extension of any building, structure or facility of the Project;

(b) the cost of labor and materials in connection with the acquisition or construction of the Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect during the course of acquisition, construction and installation of the Project;

(d) all costs of engineering, architectural and other professional services, including the costs of the Authority or for test borings, surveys, estimates, plans and specifications and preliminary investigations therefore, and for allocated overheads pertaining to acquisition, construction and installation of the Project and for supervising acquisition, construction and installation of the Project, as well as for the performance of all other duties required by or consequent to the proper acquisition, construction and installation of the Project, including related legal and accounting costs;

(e) the cost of acquiring any property, real, personal or mixed, tangible or intangible, by purchase, lease or otherwise (including transfer taxes, if any), or any interest therein, rights-of-way, franchises, easements and other interests in land, or the cost of demolishing any property, real, personal or mixed, necessary or desirable in connection with the acquisition, construction or operation of the Project, and all fees and expenses incident thereto, including, without limitation, the cost of abstracts of title, title insurance, title opinions, other legal fees and costs of surveys and reports;

(f) any sums required to reimburse the Authority for expenses or advances made by the Authority for any of the above items or for any other costs incurred and for work done by the Authority which are properly chargeable to the Project;

(g) interest on the 2013 Bonds incurred during the Construction Period prior to the Completion Date, if any;

(h) Costs of Issuance; and

(i) Administrative Expenses.

"Costs of Issuance" shall mean any costs incurred in connection with and allocable to the issuance of the Bonds, within the meaning of Section 147(g) of the Code, including but not limited to: (i) underwriter=s or placement agent=s compensation (whether realized directly or derived through the purchase of the Bonds at a discount below the price at which they are expected to be sold to the public); (ii) counsel fees (including Bond Counsel, underwriter=s counsel, Trustee's counsel and any other specialized counsel fees incurred in connection with the borrowing); (iii) financial advisor fees incurred in connection with the borrowing; (iv) rating agency fees and bond insurance premium; (v) Trustee fees incurred in connection with the borrowing; (vi) Paying Agent and certifying and authenticating agent fees related to issuance of the Bonds; (vii) accounting fees related to the issuance of the Bonds; (viii) printing costs (of the

Bonds and of offering materials); (ix) fees of the Securities Depository; (x) costs incurred in connection with the required public approval process (e.g., publication costs for public notices in connection with the issuance of the Bonds, including without limitation, the notice of public hearing); (xi) costs of engineering, feasibility studies and consultant=s reports necessary to the issuance of the Bonds (as opposed to such studies related solely to completion of the Project and not to the financing); and (xii) fees of the Authority to finance the Project and issuing the Bonds in connection therewith; and (xiii) any other fees or costs set forth in that certain State of New Jersey Department of Community Affairs Division of Local Government Services Local Finance Board Application of the Authority, dated March 19, 2013.

“Costs of Issuance Account” shall mean the account in the Construction Fund by that name established pursuant to Section 3.04.

“Counsel” shall mean an attorney or firm of attorneys (who may be, without limitation, of counsel to or an employee of the Trustee or the Paying Agent) duly admitted to the practice of law before the highest court of any state.

“County” shall have the meaning assigned and ascribed to such term as set forth in the preamble of this Resolution.

“Debt Service Fund” shall mean the Bond Fund as set forth herein.

“Debt Service Reserve Fund” means the fund of that name created in Section 3.06 of this Resolution.

“Debt Service Reserve Fund Requirement” means, as of the date of computation, the amount of money required to be deposited in the Debt Service Reserve Fund for any and all series of Bonds, as determined by a Supplemental Resolution of the Authority or by a Certificate of an Authorized Officer.

“Event of Default” as used herein shall have the meaning specified in Section 7.01 hereof, and as used in the Lease Agreement shall have the meaning specified in Section 9.01 thereof.

“Governmental Approvals” shall mean all consents, licenses, permits and all other authorizations or approvals required by Official Bodies with respect to the construction, completion, use and occupancy of the Project.

“Holder,” “Bondholder” or “Owner” whenever employed herein with respect to a Bond shall mean the person in whose name such Bond shall be registered.

“Interest Payment Date” shall mean such date as specified in Section 2.01(b) or in a Certificate of an Authorized Officer of the Authority.

“Interest Period” shall mean each semiannual period beginning on an Interest Payment Date to the day immediately preceding the following Interest Payment Date, as described in Section 2.01(b).

“Investment Securities” shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of the Authority's funds:

(i) cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal of and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has

been pledged, Refcorp interest strips, CATS, TIGRS, STRPS or defeased municipal bonds rated in the highest rating category by the Rating Agencies;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state or of any agency or instrumentality of any such local governmental unit (a) that are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) that are secured as to principal, interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character in clause (i) above that have been deposited in such fund, along with any cash on deposit in such fund, are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

(iii) bonds, debentures or other evidences of indebtedness issued or guaranteed by any agency or corporation that has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iv) new housing authority bonds issued by public agencies or municipalities that are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by public agencies or municipalities that are fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) direct, general obligations of any state of the United States of America, the payment of the principal of and interest on which the full faith and credit of such state is pledged; provided, however, that at the time of their purchase hereunder such obligations are rated in either of the two highest rating categories by the Rating Agencies; (vi) obligations of any state of the United States of America or any political subdivision thereof or of any agency or instrumentality of any such state or political subdivision that shall be rated in the highest short- or long-term rating category by the Rating Agencies;

(vii) direct and general obligations of the State, the payment of the principal of and interest on which the full faith and credit of the State is pledged; or any bonds or other obligations the payment of the principal of and interest on which are unconditionally guaranteed by the State;

(viii) certificates or other instruments that evidence ownership of the right to payments of principal of or interest on obligations of any state of the United States of America or any political subdivision thereof or of any agency or instrumentality of any such state or political subdivision; provided, however, that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee under Section 8.08 hereof; and provided, further, that the payments of all principal of and interest on such obligations shall be fully insured or unconditionally guaranteed by, or otherwise unconditionally payable pursuant to a credit support arrangement provided by, one or more financial institutions or insurance companies or associations that shall be rated in the highest short- or long-term rating category by the Rating Agencies, or, in the case of an insurer providing municipal bond insurance policies insuring the payment, when due, of the principal of

and interest on municipal bonds, such insurance policy shall result in such municipal bonds being rated in the highest rating category by the Rating Agencies;

(ix) certificates that evidence ownership of the right to payments of principal of or interest on obligations described in clause (i) above; provided, however, that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Trustee under Section 8.08 hereof;

(x) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of any of the fifty (50) largest banks by measure of total assets, which banks may include the Trustee, that are rated not lower than the second highest rating category by the Rating Agencies;

(xi) commercial paper, other than that issued by bank holding companies, rated at the date of investment in the highest rating category by the Rating Agencies;

(xii) any repurchase agreement that, by its terms, matures not later than one (1) year from its date of execution with any bank or trust company organized under the laws of any state of the United States of America or any national banking association, including the Trustee, or any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clause (i), (iii), (iv), (x) or (xi) above and which securities shall at all times have a market value (exclusive of accrued interest) of not less than one hundred two percent (102%) of the full amount of the repurchase agreement, have dates of maturity not in excess of seven (7) years, and be delivered to another bank or trust company organized under the laws of any state of the United States of America or national banking association, as custodian; (xiii) shares of an investment company organized under the Investment Company Act of 1940, as amended, including any investment company for which the Trustee is investment advisor, that invests its assets substantially in obligations of the type described in clause (ii), (vii), (xi) or (xii) above; and

(xiv) interests in the State of New Jersey Cash Management Fund or other similar common trust fund for which the State Treasurer is the custodian.

"Issue Date" shall mean, as to each Series of Bonds, the first date on which the Authority receives the purchase price for such Series of Bonds in exchange for delivery of such Series of Bonds.

"Law" and "Laws" shall mean any Federal, state or local law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond judgment authorization or approval, lien or award of or any settlement arrangement with any Official Body, including without limitation, those pertaining to zoning, subdivision, site plan approvals health, safety, labor and the environment.

"Lease Revenues" shall mean any or all of the revenues received pursuant to the Lease Agreement.

"Notice by Mail" or Anotice@ of any action or condition Aby Mail@ shall mean a written notice meeting the requirements of this Bond Resolution mailed by first-class mail, postage prepaid, to the Holders of specified registered Bonds, at the addresses shown on the registration books maintained pursuant to Section 2.05.

"Official Body" and "Official Bodies" shall mean any national, Federal, state, local or other government or political subdivision or any agency, authority, board, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each

case whether foreign or domestic.

"Opinion of Bond Counsel" shall mean a written opinion of Bond Counsel.

"Opinion of Counsel" shall mean a written opinion of counsel acceptable to the Authority. If and to the extent required by the provisions of Section 1.04, each Opinion of Counsel shall include the statements provided for in Section 1.04.

"Outstanding", when used as of any particular time with reference to any Series of Bonds, shall (subject to the provisions of Section 11.08(d)) mean all Bonds of such Series theretofore authenticated and delivered by the Trustee under this Bond Resolution except:

(a) Bonds theretofore canceled by the Trustee or the Registrar or surrendered to the Trustee or the Registrar for cancellation;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.05 or Section 2.08; and

(c) Bonds for the payment or redemption of which money or securities in the necessary amount (as provided in Article X) shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of such notice.

"Participant" shall mean one of the entities that deposit securities, directly or indirectly, in the book-entry system maintained by the Securities Depository.

"Overdue Rate" shall mean 2% per annum over the Base Rate, which rate will change automatically and immediately as of the date the Trustee changes its Base Rate, without notice to the County, or the Authority

"Paying Agent" shall mean an entity appointed by the Authority in accordance with the term contained herein.

"Payment Installment" shall mean any amount that the Authority is required to pay directly to the Trustee as a payment on the Bonds and any additional Bonds.

"Payment Installment Date" shall mean the date on which a Payment Installment is to be made.

"Person" and "Persons" shall mean any individual, corporation, limited partnership, general partnership, limited liability partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof, or any other entity.

"Plans" and "Plans and Specifications" shall mean shall mean the final plans and specifications for the construction and equipping of the Project, including all schematic and working drawings and designations of all manufacturers and model numbers of all equipment, and any improvements to be constructed as part of the Project, as approved by all necessary parties in accordance with this Resolution and as the same may be amended from time to time in accordance with this Resolution.

"Principal Office" of the Registrar shall mean the principal corporate trust office of the Registrar.

"Principal Office" of the Trustee shall mean the principal corporate trust office of the Trustee.

"Principal Payment Date" shall mean the dates on which the principal installments of the Bonds are required to be paid to the Holders thereof as set forth herein, in a Supplemental Bond Resolution or in a Certificate of An Authorized Officer as to any Series of Bonds, or the date of any redemption or acceleration of the Bonds of any Series thereof.

"Principal Portion" shall mean with respect to Basic Lease Payments due on any Basic Lease Payment Date, the principal installments of the Bonds due and owing on the immediately succeeding regularly scheduled Principal Payment Date thereof, as set forth in the Lease Agreement, less any credits and amendments thereto as contemplated by the Lease Agreement.

"Proceeds" shall mean the aggregate moneys paid by the initial purchasers of the Bonds or any Series of Additional Bonds, to the Trustee, including any accrued interest on the Bonds or any Series of Additional Bonds, which may be net of any applicable underwriter's or original issue discount with respect to the Bonds or any Series of Additional Bonds.

"Project" shall mean the design and construction of a Union County Family Court Building and Office Facility to be located, in part, at 10 Cherry Street, Elizabeth, New Jersey, which is a facility owned and operated by the Authority, and on adjoining lands currently owned by the County and transferred to the Authority as part of this transaction.

"Qualified Newspaper" shall include The Wall Street Journal and The Bond Buyer and any other newspaper or journal containing financial news, printed in the English language and customarily published on each Business Day, of general circulation in New York, New York.

"Rating Agency" or ARating Agencies shall mean any one or more of Moody's or S&P or any nationally recognized statistical rating organization accepted by the Authority, which at any time is providing a rating on the applicable Series of Bonds.

"Rating Category" or "Rating Categories" shall mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means the amount required to be rebated to the United States pursuant to Section 148(f)(2) of the Code or successor provisions applicable to the 2013 Bonds.

"Rebate Computation Date" means the Initial Rebate Computation Date, each fifth anniversary of the Initial Rebate Computation Date and the date of the retirement of the last obligation of the 2013 Bonds.

"Rebate Expert" means any of the following chosen by the Authority: (a) Bond Counsel, (b) any firm of certified public accountants or independent public accountants which holds itself out as having expertise in calculation of arbitrage rebate with respect to Tax-exempt bonds or (c) such other person approved by Bond Counsel or the Authority.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 5.09.

"Redeem" or "redemption" shall mean and includes "prepay" or "prepayment" as the case may be.

"Record Date" shall mean the fifteenth (15) day of the month preceding each Interest Payment Date, as set forth in Section 2.01(b).

"Registrar" shall mean an entity to be appointed in accordance with this Bond Resolution which may be a Certificate of Authority or Bond Resolution of the Authority and its successors or any corporation or association which may at any time be substituted in its place in accordance with the terms hereof.

"Reserved Rights" shall mean the Authority's (i) right to receive the Administrative Fee and amounts payable under the Lease Agreement at the Overdue Rate, (ii) right to receive notices provided for in the Lease Agreement, (iii) right to appoint, replace or remove such parties as shall be appointed, replaced or removed under the Lease Agreement at the direction of the Authority, (iv) the right to give or withhold consents permitted or required of the Authority under the Lease Agreement and to consent to or withhold consent to amendments to the Bond Documents to the extent that any such consent or amendment would diminish the rights or enlarge the responsibilities or adversely affect the ability of the Authority to realize or perform same, respectively, or which would increase the Authority's potential liability or exposure to any party to such documents or to any third party as a result thereof, (v) right to consent to accelerate the payments of amounts due under the Lease Agreement other than for an Event of Default as stated in Section 7.01(1)(a) or (b) hereof, and (vi) rights, duties and obligations in, to and under the Lease Agreement, but only to the extent such rights, duties and obligations are necessary, desirable, or convenient to the Authority's exercise of rights or performance of duties and obligations under the other Bond Documents.

"Responsible Officer" when used with respect to the Trustee shall mean any officer within the Corporate Trust Administration group (or any successor group of the Trustee) located at the Trustee's corporate trust office, including any vice president, assistant vice president, assistant treasurer corporate trust officer or any other officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Trustee's Corporate Trust Office because of his knowledge of and familiarity with the particular subject.

"Revenues" shall mean (i) all revenues, rents, Lease Revenue, and receipts derived or to be derived by the Authority from or attributed to the ownership or leasing of the Project pursuant to the provisions of the Lease Agreement, including Basic Lease Payments, but other than Additional Lease payments paid by the County, and (ii) any income or revenue derived from the investment of any money in any fund or account established pursuant to this Bond Resolution (except the Rebate Fund), and amounts on deposit in the Rebate Fund or payments made to the Trustee for deposit in the Rebate Fund.

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any successor appointed under Section 2.06.

"Series" shall mean Bonds designated as being of the same Series, provided that no Bonds will be designated as part of the same Series if they are not part of the same Aissue@ (within the meaning of Treasury Regulations ' 1.150).

"Sinking Fund Installments" with respect to any Series of Bonds, shall have the meaning, if any, specified in either this Bond Resolution, including, without limitation, Section 4.01(b) hereof or in a Supplemental Bond Resolution or Certificate of an Authorized Officer.

"Supplemental Bond Resolution" means any resolution or resolutions of the Authority amending, modifying or supplementing the Bond Resolution, authorizing the issuance of a Series of Bonds, or any other supplemental Resolution adopted by the Authority pursuant to the provisions of the Bond Resolution.

"Surplus Account" shall mean the account in the Bond Fund by that name established pursuant to Section 5.02.

"Tax-exempt" shall mean, with respect to interest on any obligations of a state or local government, or political subdivision thereof, including the Bonds, that such interest is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Trustee" shall mean an entity to be appointed in accordance with this Bond Resolution or such other resolution of the Authority and its successors or any corporation or association which may at any time be substituted in its place in accordance with the terms hereof.

"U.S. Government Obligations" shall mean direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America.

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

"Written Consent of the Authority", "Written Order of the Authority", "Written Request of the Authority" and "Written Requisition of the Authority" shall mean, respectively, a written consent, order, request or requisition signed by or on behalf of the Authority by its Chairman, Vice-Chairman, Executive Director, or such other person at the time or from time to time designated by written certificate furnished to the Trustee and signed by the Chairman, Vice Chairman or Executive Director, of the Authority.

"2013 Bonds" shall mean the Union County Improvement Authority County General Obligation Lease Revenue Bonds, (County College Cranford Facility Project), consisting of Lease Revenue Bonds, Series 2013A (County College Cranford Facility Project), and Lease Revenue Bonds, Series 2013B (County College Cranford Facility Project) (Chapter 12 Supported), authorized and issued under and secured by this Bond Resolution, dated their Issue Date, in the original aggregate principal amount not to exceed \$20,000,000.

"2013A Bonds" shall mean the Lease Revenue Bonds, Series 2013A (County College Cranford Facility Project) bonds.

"2013B Bonds" shall mean the Lease Revenue Bonds, Series 2013B (County College Cranford Facility Project) (Chapter 12 Supported) bonds.

Section 1.02. Number and Gender. The singular form of any word used herein, including the terms defined in Section 1.01, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

Section 1.03. Articles, Sections, Etc. All references herein to AArticles@, ASections@ and other subdivisions are, unless otherwise indicated, references to the corresponding Articles, Sections or subdivisions of this Bond Resolution as originally executed; and the words Aherein@, Ahereof@, Ahereunder@ and other words of similar import refer to this Bond Resolution as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Bond Resolution.

Section 1.04. Content of Certificates and Opinions. Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Bond Resolution or the Lease Agreement shall include (a) a statement that the Person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority), upon the certificate or opinion of or representations by an officer of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

Section 1.05. Delivery of Bonds. Whenever the provisions of this Bond Resolution require the Trustee or the Registrar to deliver Bonds to any party, the Trustee or the Registrar, as the case may be, shall be deemed to have discharged such delivery requirement if such Bonds shall have been made available for pickup against a signed receipt therefore at the Corporate Trust Office of the Trustee or Registrar, as the case may be.

ARTICLE II THE BONDS

Section 2.01. Authorization of Bonds; Terms of Bonds.

(a) Authorization and Terms of Bonds. One or more Series of Bonds may be issued hereunder from time to time. The maximum principal amount of Bonds which may be issued hereunder is not limited, except to the extent provided in this Bond Resolution.

The first two Series of Bonds to be issued under this Bond Resolution are hereby approved by the Authority and such Bonds are designated as County of Union General Obligation Lease Revenue Bonds, Series 2013A (County College Cranford Facility Project), and County of Union General Obligation Lease

Revenue Bonds, Series 2013B (County College Cranford Facility Project) (Chapter 12 Supported). The 2013 Bonds are hereby authorized to be issued in the aggregate principal amount of not to exceed \$15,000,000. Such authorized principal amount is exclusive of any 2013 Bonds executed, authenticated and delivered pursuant to Section 2.08 with respect to replacement of lost, destroyed or stolen Bonds.

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

The Bonds of each Series shall be dated such date and shall mature, subject to prior redemption as described in Article IV, upon the terms and conditions hereinafter set forth, on the dates and the amounts set forth in the applicable supplemental bond resolution or Certificate of an Authorized Officer. The 2013 Bonds shall be in substantially the form set forth in Article XII hereto.

(b) Interest Payments.

(i) The Bonds of each Series shall bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its dated date. Each Bond shall continue to bear interest until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions hereof, as supplemented by a Certificate of an Authorized Officer or a supplemental bond resolution, whether at maturity, upon redemption or acceleration, or otherwise.

(ii) Payment of the interest on any Bond of any Series shall be made to the person appearing on the bond registration books of the Registrar as the Holder thereof on the Record Date with respect to such Series, such interest to be paid by the Paying Agent to such Holder by check or draft mailed on the Interest Payment Date with respect to such Series, to such Holder's address as it appears on the registration books or at such other address as has been furnished to the Registrar in writing by such Holder not later than the applicable Record Date or, upon written request at least three (3) Business Days prior to the applicable Record Date of any Holder of Bonds of such Series (including the Securities Depository) aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds to an account maintained in the continental United States at such wire address as such Holder shall specify in its written request. If, however, and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holders of such Series by the Trustee in whose names any such Bonds are registered at the close of business on the fifth Business Day next preceding the date of payment by the Authority of such defaulted interest. Both the principal of and redemption premium, if any, on the Bonds shall be payable upon surrender thereof in lawful money of the United States of America at the Principal Office of the Trustee.

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

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

Section 2.02. Reserved

Section 2.03. Reserved

Section 2.04. Execution of Bonds. The Bonds shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its Chairman or other Authorized Officer of the Authority and the manual or facsimile signature of its Secretary or Assistant Secretary or other Authorized

Officer of the Authority, under the seal of the Authority. Such seal may be in the form of a facsimile of the Authority's seal and may be imprinted or impressed upon the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority. Also, any Bond may be signed on behalf of the Authority by such persons as on the actual date of the execution of such Bond shall be the proper officers although on the nominal date of such Bond any such persons shall not have been such officers.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Article XII hereto, executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Resolution, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Bond Resolution.

Section 2.05. Transfer and Exchange of Bonds; Registration. (a) Any Bond may, in accordance with the terms of this Bond Resolution, be transferred, upon the books of the Registrar required to be kept pursuant to the provisions of this Section, by the person in whose name it is registered, in person or by his attorney duly authorized in writing, upon surrender of such Bond for cancellation at the Principal Office of the Registrar, accompanied by a written instrument of transfer in a form approved by the Registrar, duly executed with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange. Whenever any Bond shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds of the same Series for a like principal amount. If the Registrar makes any transfer of Bonds after the date of mailing of notice of redemption as to such Bonds given pursuant to Section 4.03, the Trustee shall provide to any transferee who becomes a Bondholder after such date and prior to the redemption date a copy of any notice of redemption so mailed together with a notice that such Bonds are subject to redemption on the redemption date notwithstanding the fact that such notice was sent to such new Bondholder after the time period mentioned in Section 4.03.

The Registrar may require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Bondholders for any such transfer. No transfer of Bonds of any Series shall be required to be made during the period beginning on the day after a Record Date and ending on the day before the next Interest Payment Date for the Bonds of such Series.

(b) Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and of Authorized Denominations. The Registrar may require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange, and there shall be no other charge to any Bondholders for any such exchange. No exchange of Bonds of any Series shall be required to be made during the period beginning on the day after a Record Date and ending on the day before the next Interest Payment Date for the Bonds of such Series.

(c) The Registrar will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Authority, the Trustee, the Paying Agent, and the County; and, upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

The Registrar shall deliver to the Paying Agent an accurate listing of the Holders of each Series of Bonds at the close of business on any Record Date as to such Series of Bonds and shall deliver to the Paying Agent or the Trustee an accurate listing of the Holders of the Bonds of any Series on any date immediately upon request.

(d) Notwithstanding the foregoing, so long as any Series of Bonds is held in book-entry form on the books of the Securities Depository, the provisions of Section 2.06 shall govern and control as to the registration, transfer and exchange of Bonds, and the payment of principal, interest and purchase price of such Bonds.

Section 2.06. Book-Entry System. The 2013 Bonds shall be initially issued in the name of Cede & Co., as nominee for The Depository Trust Company as the initial Securities Depository and registered owner of the 2013 Bonds. A single certificate will be issued and delivered to the Securities Depository for each maturity of the 2013 Bonds. The actual purchasers of 2013 Bonds (the Beneficial Owners) will not receive physical delivery of Bond certificates except as provided herein. For so long as the Securities Depository shall continue to serve as securities depository for the 2013 Bonds as provided herein, all transfers of beneficial ownership interests will be made by book-entry only, and no investor or other party purchasing, selling or otherwise transferring beneficial ownership of 2013 Bonds is to receive, hold or deliver any Bond certificate. The Authority and the Trustee will recognize the Securities Depository or its nominee as the Bond owner for all purposes, including notices and voting.

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

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

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

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

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

Owners to receive payment in the event of any partial redemption of the 2013 Bonds; or (v) any other action taken by the Securities Depository or any Participant.

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

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

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

Section 2.07. Temporary Bonds. The Bonds of any Series may be issued initially in temporary form exchangeable for definitive Bonds of that Series when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such Authorized Denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Bond Resolution as may be appropriate. Every temporary Bond shall be executed by the Authority and be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefore at the Principal Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same Series and of Authorized Denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Bond Resolution as definitive Bonds authenticated and delivered hereunder.

Section 2.08. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Holder of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like Series, tenor and number in exchange and substitution for the Bond so mutilated, but only upon surrender to the Registrar of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be destroyed by it and a certificate of destruction shall be delivered to the Authority upon the request of the Authority. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority, the Trustee and the Registrar, and if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the Authority, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like Series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Registrar may pay the same without surrender thereof, making such requirements fit for its protection, including a lost instrument bond). The Authority may require payment of a reasonable fee for each new Bond issued under this Section 2.08 and payment of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section 2.08 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Bond Resolution with all other Bonds secured by this Bond Resolution.

ARTICLE III ISSUANCE OF BONDS

Section 3.01. Authentication and Delivery of Bonds. Upon the execution of any Series of Bonds by the Authority and delivery thereof to the Trustee, the Trustee shall authenticate and deliver such Bonds to or upon the receipt of:

- (a) a copy of this Bond Resolution and any applicable supplemental bond resolution;
- (b) a Written Order of the Authority; and

(c) Notwithstanding any other provision to the contrary herein, in the case of the 2013 Bonds, a Certificate of an Authorized Officer of the Authority setting forth (i) all of the items applicable to the 2013 Bonds that are detailed in subsection (c) of Section 3.01 of the this Bond Resolution, (ii) whether the 2013 Bonds will be issued in one or more Series, and (iii) subject to the parameters set forth in the definition of 2013 Bonds and the terms, if any, 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 March 19, 2013 with respect to the 2013 Bonds (the compliance with such parameters to be conclusively determined by an Opinion of Bond Counsel) and upon the advice of the Authority's Counsel and professional advisors, the addition to, deletion from or modification of any provision of this Bond Resolution as originally adopted, the contents of which Certificate may be incorporated in this Bond Resolution without compliance with any other provision herein, including, without limitation, Article IX hereof. The Authorized Officer executing any such Certificate shall report the substance of such Certificate to the Authority at the Authority's next public meeting.

Section 3.02. Application of Proceeds of Bonds. The proceeds received by the Authority from the sale of the 2013 Bonds shall be disbursed as set forth in a Certificate of an Authorized Officer of the Authority.

Section 3.03. Construction Fund. (a) The moneys in the Construction Fund shall be held by the Trustee in trust and applied to the payment of the Costs of the Project. The Trustee shall create separate Costs of Issuance Accounts, Administrative Expense Accounts and separate Construction Accounts in the Construction Fund for each Series of Bonds.

The Trustee shall make payments from the applicable construction account of the Construction Fund for the Cost of the Project, only upon receipt from the Authority of a requisition filed with the Trustee, substantially in the form and signed on behalf of the Authority by an Authorized Officer certifying that the work or service to which the payment relates has been accomplished or performed in a manner satisfactory to the Authority, that the Cost of the Project has accrued and that the amount to be paid does not exceed the obligation on account of which the payment is made. Such requisition shall, if appropriate, identify the portion of the Project to which it relates and shall state (A) the name and address of the Person to whom the payment is to be made (who may be the Authority if it is to be reimbursed for advances made or work done by it, which are properly chargeable against the Construction Fund); (B) the amount to be paid; (C) the obligation on account of which the payment is to be made showing the total obligation, any amount previously paid and the unpaid balance (if the total obligation shall be fixed); (D) that the obligation was properly incurred and has not formed the basis of any previous requisition; (E) that the amount requisitioned is due and unpaid or unreimbursed; and (F) that insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the material, supplies or equipment (i) have been ordered and payment is due, or (ii) have been installed or (iii) have been delivered at the site of the Project.

(b) Upon the receipt by the Trustee of a certificate evidencing the Completion Date and conforming with the requirements of Section 3.03 (a) above, and after payment of costs payable from the applicable Construction Account of the Construction Fund or provision having been made for payment of such costs not yet due as provided in such certificate, the Trustee shall transfer any remaining balance in such Construction Account into a separate account within the Bond Fund, which the Trustee shall establish and hold in trust, and which shall be entitled the ASurplus Account@ (in which the Trustee shall create a separate subaccount for each Series of Bonds). The moneys in such subaccount, including investment income thereon, shall be used, to redeem the applicable Series of Bonds in an amount equal to the largest integral multiple of an Authorized Denomination, and at the earliest possible dates at which the applicable Series of Bonds can be redeemed without payment of a redemption premium pursuant to this Bond Resolution, as described in Section 4.01(b). Pending use of the surplus in each subaccount of the Surplus Account in the manner described above, the Trustee as directed in writing by the Authority, shall not invest such Surplus at a yield (within the meaning of Section 148 of the Code) that exceeds the yield on the Series of Bonds to which such proceeds are allocable, unless the Authority shall have obtained an Opinion of Bond Counsel to the effect that such use or investment will not adversely affect the Tax-exempt status of the interest on the applicable Series of Bonds from which such Surplus was derived.

(c) In the event of (i) mandatory redemption in whole of the Bonds of a Series pursuant to Section 4.01 (b) or (ii) the occurrence of an Event of Default which causes acceleration of the Bonds of a Series, any moneys then remaining in the Construction Fund shall be transferred to the Bond Fund and shall be used to pay the principal of the applicable Series of Bonds.

Section 3.04 Costs of Issuance Account. The moneys in the Costs of Issuance Account for each Series of Bonds shall be held by the Trustee in trust and applied only to the payment of Costs of Issuance for the applicable Series of Bonds, approved by the Authority and filed with the Trustee. Each such requisition shall be conclusive evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Upon receipt of such completed requisition, the Trustee shall pay the amount set forth therein as directed by the terms thereof.

Any money remaining in the Costs of Issuance Account upon the earlier of (1) six months after the Issue Date of the applicable Series of Bonds, (2) a redemption of all of the applicable Series of Bonds or (3) an Event of Default which causes acceleration of the applicable Series of Bonds, shall be transferred to the Construction Account for the applicable Series in the Construction Fund.

All investment earnings, if any, on proceeds of the 2013 Bonds deposited in the Costs of Issuance Account, shall be transferred upon receipt to the 2013 Construction Account.

Section 3.05. Administrative Expense Account. The moneys in the Administrative Expense Account for each Series of Bonds shall be held by the Trustee in trust and applied only to the payment of Administrative Expense for the applicable Series of Bonds, upon a requisition approved by the Authority and filed with the Trustee by the Authority. Each such requisition shall be conclusive evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Upon receipt of such completed requisition, the Trustee shall pay the amount set forth therein as directed by the terms thereof.

The Trustee shall invoice the County (a) for the Administrative Fee, at least thirty (30) days prior to the dates such amounts become due, and (b) for any other Administrative Expense that is approved by the Authority, promptly after the receipt by the Trustee of a Certificate of an Authorized Officer of the Authority delivered to the Trustee to such effect. The County shall pay to the Trustee for deposit in the Administrative Expense Account (i) the Administrative Fee when due in accordance with the definition thereof and (ii) any other amounts due as Administrative Expenses at the times set forth herein or in the Deficiency Agreement, as the case may be. Notwithstanding any other provision in this Section 3.05, upon receipt, the Trustee shall promptly forward the Administrative Fee and the other amounts due as Administrative Expenses to the party on whose behalf such payments were made. The Authority shall utilize moneys paid to it as its Administrative Fee from time to time to pay the operating expenses of the Authority; provided, however, that in any Bond Year the moneys so paid to it as its Administrative Fee shall, to the extent possible, be applied by the Authority in satisfaction of the operating expenses of the Authority arising under this Bond Resolution in such Bond Year before such moneys may be applied in satisfaction of the other operating expenses of the Authority arising in such Bond Year.

Section 3.06 Debt Service Reserve Fund.

(a) If the Authority determines it is in its best interest to utilize a Debt Service Reserve Fund, there shall be paid into the Debt Service Reserve Fund from the Bond Proceeds the amounts required to be so paid from the Series 2013 Bonds proceeds as set forth in a Certificate of an Authorized Officer of the Authority in accordance with the Debt Service Reserve Fund Requirement.

(b) Moneys on deposit in the Debt Service Reserve Fund shall be maintained in an amount equal to the Debt Service Reserve Fund Requirement, and shall be transferred to the Bond Fund to the extent there are not sufficient moneys in the Bond Fund to pay principal, sinking fund installments or interest on the Series 2013 Bonds when due.

(c) Subject to clause (e) below, whenever the amount in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, such excess shall be transferred to the Bond Fund.

(d) In the event that Additional Bonds are issued pursuant to this Resolution, the Authority shall, from the proceeds of such Additional Bonds, deposit such additional amount as may be necessary to satisfy any increase in the Debt Service Reserve Fund Requirement.

(e) On the last day of each Annual Period, to the extent the balance therein exceeds the Debt Service Reserve Requirement, investment earnings on amounts in the Debt Service Reserve Fund shall be transferred to the Bond Fund.

(f) Whenever the amount in the Debt Service Reserve Fund, together with the amount in the Bond Fund is sufficient to pay in full all outstanding Series 2013 Bonds, in accordance with their terms, the funds on deposit in the Debt Service Reserve Fund shall be transferred to the Bond Fund and shall be available to pay all outstanding Series 2013 Bonds, in accordance with their terms.

ARTICLE IV REDEMPTION OF BONDS

Section 4.01. Redemption of Bonds.

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

(b) Redemption Provisions. Each Series of Bonds shall be redeemable upon the terms provided in a Bond Resolution adopted prior to the issuance of such series or an Certificate of an Authorized Officer dated the of issuance of the Series of Bonds.

Section 4.02. Selection of Bonds for Redemption. If less than all of the Bonds of any Series are called for redemption, the Authority shall select the Series of Bonds to be redeemed and the Trustee shall select the Bonds of such Series or any given portion thereof to be redeemed, from the Outstanding Bonds of such Series or such given portion thereof not previously called for redemption, by lot.

Section 4.03. Notice of Redemption. If a redemption is to occur, the Trustee shall direct the Registrar to give notice of such redemption as provided in this Section 4.03. Upon the direction of the Trustee, notice of redemption of Bonds of any Series shall be given by the Registrar for and on behalf of the Authority, by Mail, not less than 30 days nor more than 60 days prior to the redemption date, to the Holder of each Bond or portion thereof to be redeemed at the address shown on the registration books of the Registrar on the date such notice is mailed. Each notice of redemption shall be in the form provided by the Trustee, and shall state the CUSIP number of the Bonds to be redeemed, the principal amount to be redeemed from such Holder, the redemption date (and if accrued interest will not be paid on the redemption date, the date it will be paid), the redemption price, the place of redemption and that the Bonds must be presented at such place to collect the redemption price, and, if less than all of the Bonds of a Series are to be redeemed, the distinctive numbers of the Bonds to be redeemed and/or the principal portion of any Bond being partially redeemed, and shall also state that the interest on the Bonds designated for redemption shall cease to accrue from and after such date.

The Registrar shall give the foregoing Notices by Mail to the Holders of the Bonds to be redeemed at their addresses as shown on the bond registration books kept by the Registrar. Any notice shall be conclusively presumed to have been given if properly mailed, whether or not such Holder receives the notice. Failure to give any notice of redemption as to any particular Bonds or any defect therein shall not affect the validity of the call for redemption of any other Bonds.

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

Section 4.04. Partial Redemption of a Bond. Upon surrender of any Bond redeemed in part only, the Registrar shall provide a Bond of the same Series and maturity in a principal amount equal to the portion of such Bond not redeemed, and deliver it to the Holder thereof. The Bond so surrendered shall be canceled by the Trustee or the Registrar as provided herein. The Authority, the Trustee and the Registrar shall be fully released and discharged from all liability to the extent of payment of the redemption price for such partial redemption. If the Registrar cancels any such Bonds, it shall immediately notify the Trustee in writing of such cancellation.

Section 4.05. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price being held by or on behalf of the Trustee, the Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, interest on the Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution, and the Holders of such Bonds shall have no rights with respect thereto except to receive payment of the redemption price thereof.

All Bonds fully redeemed pursuant to the provisions of this Article IV shall be canceled upon surrender thereof and may be destroyed by the Trustee or the Registrar. If the Registrar cancels or destroys Bonds, it shall immediately notify the Trustee in writing of such cancellation or destruction. Thereupon, the Trustee shall deliver to the Authority upon the Authority's written request a certificate evidencing such destruction.

ARTICLE V REVENUES

Section 5.01. Pledge of Revenues. All of the Revenues are hereby irrevocably pledged to the punctual payment of the principal and interest and redemption premium, if any, on the Bonds, and such Revenues shall not be used for any other purpose while any Bonds remain Outstanding. Said pledge shall constitute a first and exclusive lien on such Revenues for the payment of the Bonds in accordance with the terms thereof.

All Revenues shall be held in trust for the benefit of the Holders from time to time of the Bonds issued hereunder, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes set forth in this Article V.

The Bonds, together with the interest and any redemption premium thereon, shall be limited obligations of the Authority payable solely from the Revenues and shall be a valid claim of the respective Holders thereof only against the Revenues, which Revenues are hereby pledged for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal and purchase price of and interest and redemption premium, if any, on the Bonds, except as may be otherwise expressly authorized in this Bond Resolution. THE STATE OF NEW JERSEY AND THE COUNTY OF UNION (EXCEPT TO THE EXTENT OF THE LEASE) ARE NOT OBLIGATED TO PAY, AND NEITHER THE FAITH AND CREDIT NOR TAXING POWER OF THE STATE OF NEW JERSEY OR THE COUNTY OF UNION (EXCEPT TO THE EXTENT OF THE LEASE), IS PLEDGED TO THE PAYMENT OF, THE PRINCIPAL OR REDEMPTION PRICE OR INTEREST ON THE 2013 BONDS. THE 2013 BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE REVENUES OR OTHER RECEIPTS, FUNDS OR MONEYS OF THE AUTHORITY PLEDGED UNDER THE BOND RESOLUTION AND FROM ANY AMOUNTS OTHERWISE AVAILABLE UNDER THE BOND RESOLUTION FOR THE PAYMENT OF THE 2013 BONDS. THE 2013 BONDS DO NOT NOW AND SHALL NEVER CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER.

Section 5.02. Bond Fund. Upon the receipt thereof, the Trustee shall deposit or cause to be deposited all Revenues (except as otherwise provided herein) in a fund established under this Bond Resolution (the ABond Fund@), which the Trustee shall establish and maintain and hold in trust, and which shall be disbursed and applied only as hereinafter authorized. Moneys in the Bond Fund shall be used solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable at maturity, upon redemption or otherwise and then shall be distributed as set forth in Section 5.08.

If, by 10:00 a.m. on the tenth Business Day prior to an Interest Payment Date, the Trustee has determined that there are insufficient funds in the Bond Fund to pay the full amount of interest due and owing, and principal if any due and owing on the Bonds on such Interest Payment Date, the Trustee, shall immediately notify the Authority, the County and the Paying Agent of such deficiency. The County shall satisfy such deficiency by making payment under the Lease Agreement by the Business Day prior to such Interest Payment Date in immediately available funds to the Trustee for deposit in the Bond Fund until each such Interest Payment Date. Such moneys shall be transferred from the Trustee to the Paying Agent and applied by the Paying Agent to the payment of holders of such interest and/or principal due on such Bonds on such Interest Payment Date in accordance with this Bond Resolution.

The Trustee shall create a separate account within the Bond Fund called the ASurplus Account@. Moneys in the Surplus Account, including investment income thereon, shall be used and applied (unless some other application of such moneys is requested by the County and would not, in the Opinion of Bond Counsel, cause interest on the Bonds to no longer be Tax-exempt) to redeem the applicable Series of Bonds in an amount equal to the largest integral multiple of an Authorized Denomination, and at the earliest possible dates at which the applicable Series of Bonds can be redeemed without payment of a redemption premium pursuant to this Bond Resolution, as described in Section 4.01(b). Notwithstanding Section 5.04, the moneys in the Surplus Account shall be invested by the Trustee at the written instruction of the Authority at a yield no higher than the yield on the applicable Series of Bonds (unless in the Opinion of Bond Counsel investment at a higher yield would not cause interest on the applicable Series of Bonds to no longer be Tax-exempt), and all such investment income shall be deposited in the Surplus Account and expended or reinvested as provided above.

Funds for payments of the principal of, redemption premium, if any, and interest on the Bonds of any Series shall be derived from available amounts on deposit under the Bond Resolution.

In the event the moneys allocable to such Series of Bonds deposited in the Bond Fund on any Payment Installment Date (exclusive of the transfers to be made to the Bond Fund on such date) shall exceed the amounts payable on account of principal of, redemption premium, if any, and interest on such Series of Bonds on such date, such excess shall be held in the Bond Fund, as applicable, and credited against future required deposits. If such combined balance on any Payment Installment Date (exclusive of any deposits to be made to the Bond Fund on such date) ever exceeds one-twelfth (1/12th) of the annual principal of, redemption premium, if any, and interest on such Series of Bonds through the first Business Day of the next Payment Installment Date, such excess will be deposited into the applicable subaccount in the Surplus Account in the Bond Fund to be used as described in the next sentence. Such moneys deposited in the Surplus Account, including investment income thereon, shall be used and applied (unless some other application of such moneys is requested by the County and would not, in the Opinion of Bond Counsel, cause interest on such Series of Bonds to no longer be Tax-exempt) to pay or redeem such Series of Bonds on the earliest date on which such Series of Bonds is otherwise to be paid or redeemed without payment of a redemption premium pursuant to this Bond Resolution. Notwithstanding Section 5.04, such moneys in the Surplus Account in the Bond Fund shall be invested by the Trustee at the written instruction of the Authority at a yield no higher than the yield on such Series of Bonds (unless in the Opinion of Bond

Counsel investment at a higher yield would not cause interest on such Series of Bonds to no longer be Tax exempt), and all such investment income shall be deposited in the Surplus Account and expended or reinvested as provided above.

Section 5.03. Capitalized Interest Account. There is herein established within the Bond Fund a Capitalized Interest Account, into which proceeds of the 2013 Bonds may be deposited for the payment of interest as set forth in a Certificate of an Authorized Officer or a supplemental bond resolution. Amounts on deposit in the Capitalized Interest Account shall be transferred by the Trustee to the Bond Fund to be applied to the payment of interest on the 2013 Bonds on every interest payment date as set forth in a Certificate of an Authorized Officer or a supplemental bond resolution. Any funds remaining on deposit in the Capitalized Interest Fund not required to pay interest on the Bonds shall be deposited to the Surplus Account.

Section 5.04. Investment of Moneys. Subject to the limitations in Sections 3.03, 4.05 and 5.02, any moneys in any of the funds and accounts to be established by the Trustee pursuant to this Bond Resolution shall be invested, upon the oral (promptly confirmed in writing) or written instructions of the Authority made prior to 11:00 a.m. New York City time on the day prior to the day the investment is to be settled, by the Trustee, in Investment Securities. Moneys in any fund or account shall be invested in Investment Securities with respect to which payments of principal thereof and interest thereon are scheduled or otherwise payable not later than the date on which it is estimated that such moneys will be required by the Trustee.

In the absence of investment instructions by the Authority to the Trustee provided pursuant to the provisions of this Section 5.04, the Trustee shall invest any moneys in any of the funds and accounts established by the Trustee pursuant to this Bond Resolution in the Investment Securities described in clause (xiii) of the definition of Investment Securities@ in Section 1.01 hereof.

For the purpose of determining the amount in any fund, all Investment Securities and U.S. Government Obligations credited to such fund shall be valued at the lesser of cost (which shall be (1) measured exclusive of accrued interest, but inclusive of commissions, after the first payment of interest following purchase and (2) ratably increased over time by the amortization of any difference between the initial purchase price, excluding accrued interest, and the par value) or par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price).

Any interest, profit or loss on such investments shall be credited or charged to the respective funds, accounts or subaccounts from which such investments are made. In accordance with Section 3.04 hereof, the Trustee shall transfer any investment earnings on proceeds of the 2013 Bonds deposited in the Costs of Issuance Account to the Construction Account for the 2013 Bonds. The Trustee may, on the written instructions of the Authority, sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment, and the Trustee shall not be liable or responsible for any loss resulting from such sale or redemption of such investment.

The Authority covenants with the Holders of all Bonds at any time Outstanding that it will make no use of the proceeds of any of the Bonds or any other funds which will cause any of the Bonds to be Afederally guaranteed obligations@ within the meaning of Section 149(b) of the Code. In the event that at any time the Authority is of the opinion (which opinion shall be based on advice from Bond Counsel) that for purposes of this paragraph it is necessary to modify the investment of any moneys held by the Trustee under this Bond Resolution, the Authority shall so instruct the Trustee in writing, and the Trustee shall take the action set forth in such instructions. The Trustee may rely conclusively on such directions and upon the directions with respect to investments provided by the Authority.

Section 5.05. Assignment to Trustee; Maintenance of Security. The Authority hereby transfers, assigns and sets over to the Trustee all of the Revenues and any and all rights and privileges it has with respect to the Bonds issued hereunder under the Lease Agreement, except the Reserved Rights but including, without limitation, the right to collect and receive directly all of the Revenues and the right to hold and enforce any security interest, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee, and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall take all steps, actions and proceedings required to be taken as provided in an Opinion of Counsel delivered to it, reasonably necessary to maintain in force for the benefit of the Holders of the Bonds the Trustee's rights in and priority to the following security granted to it for the payment of the Bonds: the Trustee's rights as assignee of the Revenues and as beneficiary of any other rights to security which the Trustee may receive in the future.

Section 5.06. Reserved

Section 5.07. Reserved

Section 5.08. Payment to County. When there are no longer any Bonds Outstanding, and all fees, charges and expenses of the Trustee, the Registrar and any Paying Agents have been paid or provided for, and all expenses of the Authority relating to the Project and this Bond Resolution have been paid or provided for, and all other amounts payable hereunder and have been paid, and this Bond Resolution has been discharged and satisfied, as provided in Article X, the Trustee shall pay to the County the balance of any such amounts.

Section 5.09. Rebate Fund. The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund (the ARbate Fund®). Amounts shall be deposited in the Rebate Fund as hereinafter specified in order to comply with the rebate requirements of Section 148 of the Code, including the payment of any applicable Rebateable Arbitrage to the United States. Separate accounts shall be established within the Rebate Fund for the 2013 Bonds, the procedure set forth in this Bond Resolution shall apply with respect to each Series of Bonds. Notwithstanding any other provision of this Bond Resolution, the Rebate Fund shall not be subject to any security interest, pledge, assignment, lien or charge in favor of the Trustee, any Bondholder or any other person.

Section 5.10. Records and Notices of Rebateable Arbitrage

(a) Within thirty (30) days after the end of each month the Trustee shall provide a report to the Authority of each investment made as part any fund and account held by the Trustee under this Bond Resolution during the preceding month.

(b) Within ten (10) days prior to each Rebate Computation Date for each Series of Bonds the Trustee shall report to the Authority for each such Series of Bonds (i) the amount theretofore paid to the United States with respect to that Series of Bonds by the Trustee pursuant to Section 5.14 hereof, (ii) the amount in the applicable account in the Rebate Fund at such time and (iii) the amount available in the applicable Construction Account of the Construction Fund for transfer to the applicable account established in the Rebate Fund.

Within two years after the Issue Date of each Series of Bonds, the Authority will provide a written certification to the Trustee indicating whether the Authority and/or County has complied with the six-month exception to the arbitrage rebate requirement set forth in Section 148(f)(4)(B) of the Code, 18 month exception set forth in Treasury Regulations '1.148-7(d) or the 2-year Construction exception set forth in Section 148(f)(4)(C) of the Code. Unless the Authority and/or County has complied with the six-month exception, the 18 month exception or the 2 year Construction exception to the arbitrage rebate

requirement, the Authority will, as the cost of the County, which sums shall be added due and owing under the Deficiency Agreement and shall be payable on demand, retain a Rebate Expert to complete the rebatable arbitrage calculation and deliver an opinion and report to the Trustee and the Authority.

(c) The Authority shall calculate or cause to be calculated Rebatable Arbitrage with respect to such Series of Bonds.

(d) The Trustee shall maintain records of the investment of all funds and accounts under this Bond Resolution. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each investment, (i) the purchase price of the investment, including accrued interest, (ii) identifying information including the par amount, coupon rate, and payment dates, (iii) the amount received at maturity or sale price, including accrued interest, (iv) the amounts and dates of any payments made with respect to the investment, and (v) the dates of acquisition and disposition or maturity. Records of the determinations required to be made with respect to each Series of Bonds pursuant to this Section 5.10 shall be retained by the Trustee until a date which is six (6) years after the retirement of the last obligation of the Series of Bonds to which the records are related. The Trustee shall, upon request, make such records available for review by the Authority.

Section 5.11. Deposit and Notices of Deposit into Rebate Fund

(a) Upon written notification to the Trustee from the Authority and the County of the Rebatable Arbitrage with respect to a particular Series of Bonds the Trustee shall promptly transfer from the applicable Construction Account of the Construction Fund for such Series of Bonds to the Rebate Fund for such Series of Bonds, the amount (as specified in such written notification) necessary so that immediately after such transfer, the amount in the Rebate Fund for such Series of Bonds shall be equal to the excess of the Rebatable Arbitrage with respect to such Series of Bonds over the amounts previously paid with respect to such Series of Bonds to the United States by the Trustee pursuant to Section 5.14 hereof.

(b) In the event that the amount in the applicable Construction Account of the Construction Fund is insufficient to fund the account established in the Rebate Fund for a Series of Bonds in the manner specified in subsection 5.11(a), and the County has not, on or prior to the Rebate Computation Date, paid to the Trustee for deposit in the account established in the Rebate Fund for such Series of Bonds the difference between the amount required to be added to such account and the amount then available for such purpose in the Construction Account for such Series of Bonds the Trustee shall, within three (3) days of receipt of the written notification specified in Section 5.11(a) hereof, notify the Authority of the County's failure to make such payment and the Authority shall have the right, but not the obligation, to make such payment to the Trustee on behalf of the County. Any amount advanced by the Authority pursuant to this subsection 5.11 (b) shall be added to the moneys owing by the County under the Deficiency Agreement and shall be payable on demand.

Section 5.12. Excess Moneys in the Rebate Fund. In the event that on any Rebate Computation Date with respect to a Series of Bonds, the amount on deposit in the account of the Rebate Fund established for the payment of the Rebatable Arbitrage with respect to such Series exceeds the Rebatable Arbitrage with respect to that Series (as provided in the opinion and report furnished by the Rebate Expert pursuant to subsection 5.10(b) with respect to such date) reduced by amounts previously paid to the United States by the Trustee on behalf of the Authority pursuant to Section 5.14 with respect to such Series, the Trustee, upon the receipt of written instructions from the Authority specifying the amount of the excess, shall withdraw such excess amount and deposit it in the applicable Construction Account of the Construction Fund until the Completion Date of the Project, and thereafter if such excess constitutes proceeds of a Series of the Bonds (including investment earnings thereon) to the subaccount of the Surplus Account to be used in accordance with the treatment of surplus with respect to such Series of the Bonds (including investment earnings thereon), and if such excess constitutes revenues of the County, shall be returned to the County, all as specified in such written instructions. If any amount shall remain in an account of the Rebate Fund established for a Series of Bonds after the Trustee has made a final payment to the United States with respect to such Series of Bonds as a result of the retirement of the last obligation of that Series of Bonds, such excess shall be transferred to the County.

Section 5.13. Investment of Rebate Fund.

(a) Any moneys held as part of the Rebate Fund shall be invested or reinvested by the Trustee upon the written direction of the Authority, as provided in Article VI hereof.

(b) Any investment of funds in the Rebate Fund shall mature or be redeemable by the Trustee at such times as may be necessary to provide funds when, at the time of the investment, it is anticipated the same will be needed to make payments from the Rebate Fund. The Trustee may at any time, to the extent required for payments from the Rebate Fund, sell any of such investments, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Rebate Fund. Interest and other income received or losses on moneys or securities in the Rebate Fund shall be credited or charged to the Rebate Fund and shall become a part thereof, to be disbursed as provided for herein.

(c) Any and all moneys held as part of the Rebate Fund shall be considered proceeds of the Bonds for all purposes (except as otherwise specifically provided herein).

Section 5.14. Payment of Rebatable Arbitrage to the United States. At the written direction of the Authority, the Trustee shall withdraw from the Rebate Fund and pay over to the United States the Rebatable Arbitrage with respect to each Series of Bonds in installments as follows: The first payment shall be made with respect to each Series of Bonds not later than 60 days after the Initial Computation Date for such Series. Each subsequent payment shall be made not later than 60 days after five years subsequent to the preceding Rebate Computation Date for such Series of Bonds. Each installment payment shall be in an amount that when added to the future value of previous rebate payments made for such Series of Bonds, as of the Rebate Computation Date to which such installment payment relates, 100 percent of the Rebatable Arbitrage as of that date with respect to such Series of Bonds (determined in accordance with the opinion of the Rebate Expert concerning the Rebatable Arbitrage with respect to such Series of Bonds for the period ending on the Computation Date to which such installment payment relates).

Section 5.15. Place of Payment and Accompanying Documents: Duty of Trustee.

(a) Payments of the Rebatable Arbitrage with respect to any Series of Bonds made to the United States by the Trustee shall be filed at the place or places designated by the Commissioner of the Internal Revenue Service to receive payments of the Rebatable Arbitrage, as directed by the Authority. All

payments of the Rebateable Arbitrage shall be accompanied by Form 8038-T, as such form is prepared by the Rebate Expert or the Authority, together with any other information which the County or the Authority instructs the Trustee to accompany such payments.

(b) The duty of the Trustee to make payments to the United States pursuant to Section 5.14 shall be expressly limited to funds available in the Rebate Fund at the times such payments are required to be made (including all investment earnings on funds theretofore deposited by the Trustee in the Rebate Fund) and any other funds actually provided to the Trustee by the County or the Authority for such payments. The Trustee shall not be under any duty to pay any amounts in excess of the amount available in the Rebate Fund or actually provided to it by the County or the Authority. The Trustee shall also have no duty to calculate the Rebateable Arbitrage or confirm any amount provided to it by the County.

ARTICLE VI COVENANTS OF THE AUTHORITY

Section 6.01. Debt Service Payments; Cancellation. The Authority shall punctually pay, but only out of Revenues as herein provided, the principal of, the redemption premium, if any, and the interest on every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. When and as paid in full, all Bonds shall be delivered to the Trustee, shall forthwith be canceled and shall thereafter be redelivered to, or upon the order of, the Authority.

If at any time the Authority shall purchase any Bonds, such Bonds shall be deemed to be paid in full and the Authority shall immediately deliver such Bonds to the Trustee for cancellation. Bonds delivered to the Trustee shall no longer be considered to be Outstanding hereunder.

Section 6.02. Extension of Funding of Claims for Interest. The Authority shall not, directly or indirectly, extend or assent to the extension of the time for the payment of any claim for interest on any of the Bonds, and shall not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding such claims or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the Authority, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Bond Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 6.03. Paying Agents. The Authority, with the written approval of the Trustee, may appoint and at all times have one or more paying agents (which shall meet the qualifications of the Registrar set forth in Section 8.07) in such place or places as the Authority may designate, for the payment of the principal of, the redemption premium, if any, and the interest on, each Series of Bonds. All provisions of Article VIII which apply to the Registrar shall apply to any paying agent appointed hereunder. It shall be the duty of the Trustee to make such arrangements with any such paying agent as may be necessary to assure, to the extent of the moneys held by the Trustee for such payment, the prompt payment of the principal of, the redemption premium, if any, and the interest on the Bonds presented at either place of payment. The Paying Agent shall be appointed by a Resolution of the Authority.

Section 6.04. Preservation of Revenues; Amendment of Documents. The Authority shall not take any action to interfere with or impair the pledge and assignment hereunder of Revenues or the Trustee's enforcement of any rights thereunder, without the prior written consent of the Trustee. The Trustee may give such written consent, and may itself take any such action or to any other document, instrument or agreement relating to the security for the Bonds to which it is a party or a beneficiary, provided that: (i) either (a) such action or such amendments or modifications will not materially adversely affect the interests of the Holders of the Bonds or result in any impairment of the security hereby given for

the payment of the Bonds, or (b) the Trustee first obtains the written consent of the Holders of at least two-thirds (2/3) in principal amount of the Outstanding Series of Bonds to be materially affected by such amendments or modifications; and (ii) such amendments or modifications will not have the effect of extending the time for payment or reducing the amount due and payable on any series of Bonds.

Section 6.05. Compliance with Bond Resolution. The Authority shall not issue, or permit to be issued, any Bonds secured or payable in any manner out of Revenues in any manner other than in accordance with the provisions of the Bond Resolution, and shall not suffer or permit any Event of Default to occur under the Bond Resolution, but shall faithfully observe and perform all the covenants, conditions and requirements hereof

Section 6.06. Tax Covenants. The Authority covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Series of Bonds under Section 103 of the Code. The Authority will not directly or indirectly use or permit the use of any proceeds of any Series of Bonds or any other funds of the Authority or take or omit to take any action that would cause any Series of Bonds to be Arbitrage bonds within the meaning of Section 148(a) of the Code. To that end, the Authority will comply with all requirements of Section 148 of the Code to the extent applicable to each Series of Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section 6.06 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Bond Resolution, the Authority shall so instruct the Trustee in writing, and the Trustee shall take such action as required by such instructions.

Without limiting the generality of the foregoing the Authority agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to any Series of Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The Authority specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined under Section 5.14 the Rebutable Arbitrage Requirement.

The Authority will not allow the amount of Gross Proceeds of any Series of Bonds invested during any Bond Year in Nonpurpose Investments with a Yield in excess of the Yield on such Bonds to exceed one hundred fifty percent (150%) of Scheduled Debt Service on such Bonds for that Bond Year plus \$100,000, provided, however, that until three (3) years following the Issue Date for such Bonds, amounts invested in the applicable Construction Account in the Construction Fund and in the applicable Costs of Issuance Account in the Construction Fund shall not be considered subject to such restriction and provided further that amounts invested in the Bond Fund shall at no time be considered subject to such restriction. All capitalized terms used in this paragraph and not otherwise defined shall have the meanings prescribed by Section 148 of the Code and regulations promulgated thereunder.

Notwithstanding any provision of this Section 6.06 and Section 5.09, if the Authority shall provide to the Trustee an Opinion of Bond Counsel to the effect that any action required under this Section 6.06 and Section 5.09 is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on any Series of Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

Section 6.07. Other Liens. So long as any Bonds are Outstanding, the Authority shall not create or suffer to be created any pledge, lien or charge of any type whatsoever upon all or part of the Revenues, other than the lien created by this Bond Resolution.

Section 6.08. Further Assurances. Whenever and so often as requested so to do by the Trustee, the Authority shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Bondholders all of the rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Bond Resolution and to perfect and maintain as perfected such rights, interests, powers, benefits, privileges and advantages.

Section 6.09. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the Authority contained in the Bond Resolution are and shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act. No covenant, stipulation, obligation or agreement of the Authority contained in this Bond Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than that person's official capacity. Neither the directors of the Authority nor any official executing the Bonds, this Bond Resolution or any amendment or supplement hereto or thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance or execution hereof or thereof.

ARTICLE VI-A

BOND DOCUMENTS, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENTS

Section 6.01A. Form of Bond Documents. The Authority hereby authorizes the Executive Director (or any other Authorized Officer) to enter into the Bond Documents to be executed by the Authority in the forms thereof attached hereto as Exhibit B (or as on file at the offices of the Authority), with such changes thereto as shall be within the constraints set forth herein and as shall be determined exclusively by the Executive Director (or any other Authorized Officer) after consultation with Counsel, which determination shall be conclusively evidenced by an Authorized Officer's execution and delivery thereof. The Executive Director and any other Authorized Officer shall also take all other actions and execute any other documents, agreements, certificates or other instruments deemed necessary, convenient or desirable by the Executive Director or any such other Authorized Officer to consummate the transactions contemplated hereby and by such Bond Documents; provided, however, that such Bond Documents shall in any event conform in all material respects to the provisions of this Article VI-A.

Section 6.02A. Bond Purchase Agreement. The Authority hereby authorizes the Executive Director (or any other Authorized Officer) to negotiate with the Underwriter, for the sale of all of the 2013 Bonds upon terms and conditions to be set forth in a bond purchase agreement, which terms and conditions shall be within the constraints set forth herein and shall be determined exclusively by the Executive Director after consultation with Counsel, which determination shall be conclusively evidenced by the Executive Director's (or any other Authorized Officer) execution and delivery thereof. The Executive Director (or any other Authorized Officer) and any other Authorized Officer shall also take all other actions and execute any other documents, agreements, certificates or other instruments deemed necessary or desirable by the Executive Director (or any other Authorized Officer) or any such other Authorized Officer to consummate the transactions contemplated hereby and by such bond purchase agreement.

Section 6.03A. Preliminary Official Statement.

1. The Executive Director (or any other Authorized Officer) is hereby authorized and directed, upon satisfaction of all of the legal conditions precedent to the delivery of the preliminary official statement relating to the 2013 Bonds by the Authority and if deemed necessary for the marketing of the 2013 Bonds, all as determined by the Executive Director (or any other Authorized Officer) in consultation with the Chairman of and Counsel to the Authority, to deliver a preliminary official statement in the form and with such provisions as the Executive Director (or any other Authorized Officer), after consultation with Counsel to the Authority, deems in his or her sole discretion to be necessary or desirable for the delivery thereof, which delivery thereof by the Executive Director (or any other Authorized Officer) shall conclusively evidence his/her consent to the provisions thereof.

2. The Executive Director (or any other Authorized Officer) is hereby authorized and directed to execute any certificate or document relating to any statutes, rules or other procedures of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board or any state securities entity that the Executive Director (or any other Authorized Officer), after consultation with Counsel to the Authority, deems necessary or desirable to effect the issuance of the 2013 Bonds and the transactions contemplated by the preliminary official statement.

Section 6.04A. Official Statement. To the extent a preliminary official statement is delivered in accordance with Section 6.03A hereof, the Executive Director (or any other Authorized Officer) is hereby authorized and directed to execute and deliver a final official statement in substantially similar form to the preliminary official statement, with such changes to reflect the final pricing as set forth in the bond purchase agreement as the Executive Director (or any other Authorized Officer), after consultation with the Chairman of and Counsel to the Authority, deems necessary or desirable to effect the issuance of the 2013 Bonds and the transactions contemplated by the final official statement.

ARTICLE VII
DEFAULT

Section 7.01. Events of Default; Acceleration; Waiver of Default. Each of the following events shall constitute an AEvent of Default@ hereunder:

(a) Failure to make payment of any installment of interest upon any Bond on the date when the same shall have become due and payable; or

(b) Failure to make due and punctual payment of the principal of and redemption premium, if any, on any Bond on the date when the same shall have become due and payable, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration. Upon the occurrence and continuation of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the Bondholders and the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration, interest ceases to accrue and the Trustee shall declare all indebtedness.

The preceding paragraph, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before moneys shall have been applied to the payment of the Bonds in accordance with Section 7.03 and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, (1) there shall

have been deposited with the Trustee a sum sufficient to pay all the principal of the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal as provided in Section 2.01(b)(iv) hereof, plus the reasonable expenses (including reasonable attorney's fees) of the Trustee, and (2) any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee then, and in every such case, the Trustee or the Authority may, on behalf of the Holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default. No such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 7.02. Institution of Legal Proceedings by Trustee. If one or more of the Events of Default shall happen and be continuing, the Trustee may, and upon the written request of Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding, upon being indemnified to its satisfaction therefore shall, proceed to protect or enforce its rights or the rights of the Holders of Bonds under the Act or under this Bond Resolution, by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

Section 7.03. Application of Moneys Collected by Trustee. Any moneys collected by the Trustee pursuant to Section 7.02 shall be applied in the following order, at the date or dates fixed by the Trustee (which, in the case of the second and third priorities listed below, shall be the earliest practicable date) and, in the case of distribution of such moneys on account of principal, redemption premiums if any, or interest, upon presentation of the Bonds to the Trustee, and stamping thereon the payment, if only partially paid, and upon surrender thereof to the Trustee, if fully paid:

First: To the payment of all costs and expenses of collection, just and reasonable compensation to the Trustee for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and all other expenses and liabilities incurred, and for advances made pursuant to the provisions of this Bond Resolution with interest on all such advances at the rate of ten percent (10%) per annum.

Second: In case the principal of none of the Bonds shall have become due and remains unpaid, to the payment of interest in default in the order of the maturity thereof, such payments to be made ratably and proportionately to the persons entitled thereto without discrimination or preference, except as specified in Section 6.02.

Third: In case the principal of any of the Bonds shall have become due by acceleration or otherwise and remains unpaid, first to the payment of interest in default and then to the payment of principal of all Bonds then due and unpaid in the order of maturity thereof, and then to the payment of the premium thereon, if any; in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference, except as specified in Section 6.02.

Fourth: To the Persons entitled to such remaining moneys, as described in Section 5.08.

If such moneys are invested, they shall be invested only in Investment Securities having a maturity of thirty (30) days or less.

Section 7.04. Effect of Delay or Omission to Pursue Remedy. No delay or omission of the Trustee or of any Holder of Bonds to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Trustee or to the Holders of Bonds may be exercised from time to time and as often as shall be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Bond Resolution, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority, the Trustee and the Holders of the Bonds, severally and respectively, shall be restored to their former positions and rights hereunder with respect to the trust estate; and all remedies, rights and powers of the Authority, the Trustee and the Holders of the Bonds shall continue as though no such proceedings had been taken.

Section 7.05. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or to any Holder of the Bonds 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 hereunder or now or hereafter existing at law or in equity.

Section 7.06. Covenant to Pay Bonds in Event of Default. The Authority covenants that, upon the happening of any Event of Default, the Authority will pay to the Trustee upon demand, but only out of Revenues, for the benefit of the Holders of the Bonds, respectively, the whole amount then due and payable thereon (by declaration or otherwise) for interest or for principal and premium, or both, as the case may be, and all other sums which may be due hereunder or secured hereby, including reasonable compensation to the Trustee, its agents and counsel, and any expenses or liabilities incurred by the Trustee hereunder. In case the Authority shall fail to pay the same immediately upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the whole amount due and unpaid, together with costs and reasonable attorneys' fees, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of, Revenues as herein provided and not otherwise. The Trustee shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Bond Resolution, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Bond Resolution.

Section 7.07. Trustee Appointed Agent for Bondholders. The Trustee is hereby appointed the agent and attorney of the Holders of all Bonds outstanding hereunder for the purpose of filing any claims relating to the Bonds.

Section 7.08. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Holders of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Holders of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time the Holders of at least a majority in principal amount of the Bonds Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 7.09. Limitation on Bondholders' Right to Sue. No Holder of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Bond Resolution unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Holders of at least a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Holders shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy hereunder; 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 enforce any right under this Bond Resolution, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Bond Resolution shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Bonds (subject to the provisions of Section 6.02).

The right of any Holder of any Bond to receive payment of the principal of, redemption premium, if any, and interest on such Bond out of Revenues, as herein and therein provided, on and after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder, notwithstanding the foregoing provisions of this Section or Section 7.08 hereof or any other provision of this Bond Resolution.

Section 7.10. Limitation of Liability to Revenues. Notwithstanding anything in this Bond Resolution contained, the Authority shall not be required to advance any moneys derived from any source other than the Revenues, for any of the purposes in this Bond Resolution mentioned, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Bond Resolution. NEITHER THE STATE OF NEW JERSEY OR THE COUNTY OF UNION (EXCEPT TO THE EXTENT OF THE LEASE), IS OBLIGATED TO PAY, AND NEITHER THE FAITH AND CREDIT NOR TAXING POWER OF THE STATE OF NEW JERSEY, THE COUNTY OF UNION (EXCEPT TO THE EXTENT OF THE LEASE) IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OR PURCHASE PRICE OF, OR INTEREST ON, THE 2013 BONDS. THE 2013 BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE REVENUES OR OTHER RECEIPTS, FUNDS OR MONEYS OF THE AUTHORITY PLEDGED UNDER THE BOND RESOLUTION AND FROM ANY AMOUNTS OTHERWISE AVAILABLE UNDER THE BOND RESOLUTION FOR THE PAYMENT OF THE 2013 BONDS. THE 2013 BONDS DO NOT NOW AND SHALL NEVER CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER.

ARTICLE VIII THE TRUSTEE, REGISTRAR, ETC.

Section 8.01. Duties, Immunities and Liabilities of Trustee and Registrar. The Trustee and the Registrar shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Bond Resolution. The Trustee (but not the Registrar) shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by this Bond Resolution, and use the same degree of care and skill in their exercise, as prudent persons would exercise or use under the circumstances in the conduct of their own affairs. Notwithstanding any other provision of this Bond Resolution, the Trustee shall perform all duties required of it hereunder.

No provision of this Bond Resolution shall be construed to relieve the Trustee or the Registrar from liability for its own negligent action or its own negligent failure to act or its willful misconduct, except that:

(a) Prior to such an Event of Default hereunder and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee and the Registrar, as the case may be, shall be determined solely by the express provisions of this Bond Resolution, the Trustee and Registrar, as the case may be, shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Bond Resolution, and no implied covenants or obligations shall be read into this Bond Resolution against the Trustee and the Registrar, as the case may be; and

(2) in the absence of bad faith on the part of the Trustee or the Registrar, as the case may be, the Trustee or Registrar, as the case may be, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion

furnished to the Trustee or the Registrar, as the case may be, conforming to the requirements of this Bond Resolution; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee or the Registrar, as the case may be, the Trustee or the Registrar shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Bond Resolution; and

(b) At all times, regardless of whether or not any Event of Default shall exist:

(1) the Trustee and the Registrar shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Trustee or the Registrar unless it shall be proved that the Trustee or the Registrar, as the case may be, was negligent in ascertaining the pertinent facts;

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority, or such larger percentage as may be required hereunder, in aggregate principal amount of the Bonds at the time Outstanding relating to 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 under this Bond Resolution.

None of the provisions contained in this Bond Resolution shall require the Trustee or Registrar to expend or risk their own funds or otherwise incur individual financial liability in the performance of any of their duties or in the exercise of any of their rights or powers other than to notify the Authority that they intend to take no particular action or to notify the Bondholders that they will take no action.

Section 8.02. Right of Trustee and Registrar to Rely Upon Documents, Etc. Except as otherwise provided in Section 8.01 hereof:

(a) The Trustee and the Registrar each may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any notice, request, direction, election, order or demand of the Authority mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the Authority by an Authorized Officer and any resolution of the Authority may be evidenced to the Trustee or the Registrar by a Certified Resolution;

(c) The Trustee and the Registrar may consult with counsel (who may be counsel for the Authority or Bond Counsel) and the resulting opinion of counsel shall be full and complete authorization and protection with respect to any action taken or suffered by it hereunder in good faith and in accordance with such opinion of Counsel;

(d) Whenever in the administration of the trusts of this Bond Resolution, the Trustee or the Registrar shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence with respect thereto be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee or the Registrar, as the case may be, be deemed to be conclusively proved and established by a Certificate of the Authority. Such Certificate of the Authority shall, in the absence of negligence or bad faith on the part of the Trustee or the Registrar, as the case may be, be full warrant to the Trustee or the Registrar, as the case may

be, for any action taken or suffered by it under the provisions of this Bond Resolution upon the faith thereof; and

(e) Subject to the standard of care set forth in Section 8.01, the Trustee or the Registrar shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Bond Resolution.

(f) The Trustee and Registrar may execute any of the trusts or powers herein granted and perform any duty hereunder either directly or through its agents or attorneys and may consult with accountants or other skilled persons to be selected and retained by it, and such Trustee and Registrar shall not be liable for anything done, suffered or omitted with due care in good faith by such Trustee and Registrar in accordance with the advice of such accountants or other skill persons, and such Trustee and Registrar shall not be responsible for any negligence on the part of any agent or attorney appointed by such Trustee and Registrar hereunder and chosen with due care in good faith.

Section 8.03. Trustee and Registrar Not Responsible for Recitals. The recitals contained herein and in the Bonds shall be taken as the statements of the Authority, and the Trustee and the Registrar assume no responsibility for the correctness of the same except (with respect to the Registrar) for the Certificate of Authentication on the Bonds. The Trustee and the Registrar shall not be accountable for the use or application by the Authority of any of the Bonds authenticated or delivered hereunder or of the proceeds of such Bonds.

Section 8.04. Right of Trustee and Registrar to Acquire Bonds. The Trustee, the Registrar and their officers and directors may acquire and hold, or become the pledge of, Bonds and otherwise deal with the Authority in the manner and to the same extent and with like effect as though it were not Trustee or Registrar, as the case may be, hereunder.

Section 8.05. Moneys Received by Trustee, Registrar, and Paying Agent to Be Held in Trust. Subject to the provisions of Section 10.03 hereof, all moneys received by the Trustee, the Registrar, and the Paying Agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee, the Registrar, and the Paying Agent shall be under no liability for interest on any moneys received by them hereunder except such as it may agree with the Authority to pay thereon. Any interest allowed on any such moneys shall be deposited in the fund or account to which such moneys are credited. Any moneys held by the Trustee, the Registrar or the Paying Agent may be deposited by it in its bond or other investment department and invested as provided herein.

Section 8.06. Compensation and Indemnification of Trustee and Registrar. (a) Subject to the terms of any commitment or fee letter approved by the Authority, the Trustee and the Registrar shall be entitled to reasonable compensation for all services rendered by them in the execution of the trusts created and in the exercise and performance of any of the powers and duties hereunder of the Trustee or the Registrar, as the case may be, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Authority will require the County to pay or reimburse the Trustee or the Registrar, as the case may be, upon its request for all expenses, disbursements and advances reasonably incurred or made by the Trustee or the Registrar, as the case may be, in accordance with any of the provisions of this Bond Resolution (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith. If any property, other than cash, shall at any time be held by the Trustee or the Registrar, as the case may be, subject to this Bond Resolution, or any additional supplemental bond resolution, as security for the Bonds or otherwise, the

Trustee or the Registrar, as the case may be, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Bond Resolution as such security, shall be entitled to make advances for the purpose of preserving such property or of discharging tax liens or other prior liens or encumbrances thereon. The Authority will also indemnify the Trustee or the Registrar, as the case may be, for, and to hold it harmless against, any loss, liability, expense or advance incurred or made without negligence or bad faith on the part of the Trustee or the Registrar, as the case may be, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in the premises. Notwithstanding the foregoing provisions of this Section 8.06, the Trustee shall make or cause to be made timely payments of principal of and interest on the Bonds with moneys on deposit in the Bond Fund as provided herein and shall accelerate the payment of principal on the Bonds when required by this Bond Resolution without seeking any indemnification from the Authority or any Bondholder. The rights of the Trustee and the Registrar to compensation for their services and to payment or reimbursement for expenses, disbursements, liabilities and advances shall have priority over the Bonds with respect to all property and funds held or collected by the Trustee as such other funds held in trust by the Trustee or the Registrar, as the case may be, for the benefit of the Holders of particular Bonds, including, without limitation, (i) moneys or securities held pursuant to Article X hereof; and (ii) moneys or securities held for the payment of Bonds upon maturity or redemption.

(b) The Trustee shall be under no obligation to institute any suit or take any remedial proceeding under this Bond Resolution, or to enter any appearance in or in any way defend any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the exercise of any rights or powers hereunder at the request, order or direction of any Holders of Bonds or otherwise (except declaring the principal of and interest on the Bonds to be due immediately under Section 7.01 hereof, or making payment when due on the Bonds) until it shall be indemnified to its satisfaction against any and all reasonable costs and expenses, outlays, and counsel fees and other disbursements and against all liability not due to its negligence or bad faith, provided, however, that if the Trustee intends to rely on this Section 8.06 as a basis for non-action it shall so inform the Holders, the Authority, and the County as soon as practicable. This Section 8.06 shall survive the discharge of this Bond Resolution and the resignation or removal of the Trustee.

Section 8.07. Qualifications of Trustee and Registrar. There shall at all times be a trustee and a registrar hereunder which shall be a commercial bank, trust company or national banking association organized and doing business under the laws of the United States or of a state thereof, which is authorized under such laws to exercise corporate trust powers, has a combined capital and surplus of at least fifty million dollars (\$50,000,000), and is subject to supervision or examination by federal or state authority. If such corporations or banking associations publish reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 8.07 the combined capital and surplus of such corporations or banking associations shall be deemed to be their combined capital and surplus as set forth in their most recent reports of conditions so published. The Trustee may serve as Registrar.

In case at any time the Trustee or the Registrar shall cease to be eligible in accordance with the provisions of this Section 8.07, the Trustee or the Registrar, as the case may be, shall resign immediately in the manner and with the effect specified in Section 8.08 hereof.

Section 8.08. Resignation and Removal of Trustee or Registrar and Appointment of Successor Trustee or Registrar.

(a) The Trustee or Registrar may at any time resign by giving written notice to the other and to the Authority, the County, and any Rating Agency and by giving to the Bondholders Notice by Mail. Upon receiving such notice of resignation, the County, or, if an Event of Default under the Agreement has occurred and is continuing, the Authority, in either case, shall appoint a successor trustee or registrar, as the case may be, by an instrument in writing, one copy of which instrument shall be delivered to the resigning trustee or registrar, as the case may be, and one copy to the successor trustee or registrar, as the case may be. If no successor trustee or registrar, as the case may be, shall have been so appointed and have accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning trustee or registrar, as the case may be, may petition any court of competent jurisdiction for the appointment of a successor trustee or registrar, as the case may be, or any Bondholder who has been a bona fide Holder of a Bond for at least six (6) months may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor trustee or registrar, as the case may be. Such court may thereupon, after such notice, if any, as it may deem proper and may prescribe, appoint a successor trustee or registrar, as the case may be.

(b) In case at any time either of the following shall occur:

(1) the Trustee or Registrar shall cease to be eligible in accordance with the provisions of Section 8.07 hereof and shall fail to resign after written request therefore by the Authority or the County, or

(2) the Trustee or Registrar shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or Registrar or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or Registrar or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case under (b)(1) and b(2), the County or the Authority, or, if an Event of Default has occurred and is continuing as described in (b)(2), the Authority may remove the Trustee or Registrar, as the case may be, and appoint a successor trustee or registrar, as the case may be, by an instrument in writing, one copy of which instrument shall be delivered to the Trustee or Registrar so removed, and one copy to the successor trustee or registrar, as the case may be, or any such Bondholder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee or Registrar, as the case may be, and the appointment of a successor trustee or registrar, as the case may be. Such court may thereupon, after such notice, if any, as it may deem proper and may prescribe, remove the Trustee or Registrar, as the case may be, and appoint a successor trustee or registrar, as the case may be.

(c) The Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding may at any time remove the Trustee or Registrar, as the case may be. A new Trustee or Registrar, as the case may be, may be appointed by written instrument by the City, or, if an Event of Default has occurred and is continuing, the Authority.

(d) Any resignation or removal or transfer of rights of the Trustee or Registrar, as the case may be, and appointment of a successor trustee or registrar, as the case may be, pursuant to any of the provisions of this Section 8.08 shall become effective upon acceptance of appointment by the successor trustee or registrar, as the case may be, as provided in Section 8.09 hereof. The successor trustee or registrar, as the case may be, appointed pursuant to the provisions of this Section 8.08 shall give written notification to any Rating Agency then rating the Bonds of such successor trustee or registrar appointed pursuant to this Section 8.08.

Section 8.09. Acceptance of Trust by Successor Trustee; Successor Registrar. Any successor trustee or registrar, as the case may be, appointed as provided in Section 8.08 hereof shall execute, acknowledge and deliver to the County, the Authority and to its predecessor trustee or registrar, as the case may be, an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee or registrar, as the case may be, shall become effective and such successor trustee or registrar, as the case may be, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as Trustee or Registrar herein; but, nevertheless, on the Written Request of the Authority or the request of the successor trustee or registrar, as the case may be, the Trustee or Registrar ceasing to act shall, upon payment of all moneys due it pursuant to Section 8.06 hereof, execute and deliver an instrument transferring to such successor trustee or registrar, as the case may be, upon the trusts herein expressed, all the rights, powers and trusts of the trustee so ceasing to act. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such Trustee to secure the amounts due it as compensation, reimbursement, expenses and indemnity afforded to it by Section 8.06 hereof.

No successor trustee or registrar, as the case may be, shall accept appointment as Trustee or Registrar hereunder, as the case may be, unless at the time of such acceptance such successor trustee or registrar, as the case may be, shall be eligible under and meet the requirements of the provisions of Section 8.07 hereof.

Upon acceptance of appointment by a successor trustee or registrar, as the case may be, as provided in this Section 8.09, the Registrar shall give Bondholders notice of the succession of such trustee or registrar, as the case may be, to the trusts hereunder in the manner prescribed in Section 8.08 hereof for the giving of notice of resignation of the Trustee.

Section 8.10. Merger, Sale, Conversion or Consolidation of Trustee or Registrar. Any corporation or banking association into which the Trustee or Registrar may be merged, sold or converted or with which it may be consolidated, or any corporation or banking association resulting from any merger, sale, conversion or consolidation to which the Trustee or Registrar shall be a party, or any corporation or banking association succeeding to the business of the Trustee or Registrar or acquiring all or substantially all of the corporate trust assets of the Trustee or Registrar, shall be the successor of the Trustee or Registrar hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor trustee or registrar shall be eligible under the provisions of Section 8.07 hereof.

Section 8.11. Accounting Records and Reports: Notices to the Authority.

(a) The Trustee shall keep proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, investment, disbursement, allocation and application of the Revenues and the proceeds of the Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Trustee is to be allocated and shall set forth, in the case of each Investment Security (i) its purchase price, (ii) identifying information, including par amount, coupon rate and maturity dates and (iii) the amount received at maturity or its sale price, as the case may be. Such records shall be open to inspection by any Holder, the County and the Authority at any reasonable time during regular business hours on reasonable notice.

(b) The Trustee shall provide the Authority with the following:

(1) If there is a failure to pay any amount of principal of, redemption premium, if any, or interest on any Bond when due; or if there is an occurrence of an Event of Default hereunder, of which the Trustee has actual knowledge, the Trustee shall provide written notice to the Authority and the County

within five (5) Business Days of such occurrence and such notice shall include a statement setting forth the steps the Trustee is taking to remedy such failure or Event of Default, as applicable;

(2) Upon a written request of the Authority, a notice specifying the principal amount of the Bonds of each Series then Outstanding; and

(3) Notice of maturity or prepayment of any Series of Bond.

Section 8.12. Registrars. The Authority may appoint a registrar for the Bonds by a Resolution. Each Registrar shall be a bank, trust company or national banking association which meets the qualifications of Section 8.07 hereof, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it hereby. Each Registrar shall signify its acceptance of the duties and obligations imposed upon it hereby by executing and delivering to the Authority and the Trustee a written acceptance thereof. The Trustee may be appointed and may act as a Registrar.

ARTICLE IX MODIFICATION OF BOND RESOLUTION

Section 9.01. Modification without Consent of Bondholders. The Authority, without the consent of any Bondholders, from time to time and at any time (but with the consent of the County and also with the consent of the Trustee, the Paying Agent or the Registrar, but only if the rights or responsibilities of the Trustee, the Paying Agent or the Registrar shall be effected thereby) and subject to the conditions and restrictions in this Bond Resolution contained, may adopt a bond resolution or bond resolutions supplemental hereto, which bond resolution or bond resolutions thereafter shall form a part hereof, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority in this Bond Resolution contained other covenants and agreements thereafter to be observed, or to assign or pledge additional security for the Bonds, or to surrender any right or power herein reserved to or conferred upon the Authority, provided, that no such covenant, agreement, assignment, pledge or surrender shall materially adversely affect the interests of the Holders of the Bonds;

(b) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the Authority may deem necessary or desirable and not inconsistent with the Bond Resolution and which shall not materially adversely affect the interests of the Holders of the Bonds;

(c) to modify, amend or supplement this Bond Resolution or any bond resolution supplemental hereto in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to this Bond Resolution or any bond resolution supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute, and which shall not materially adversely affect the interests of the Holders of the Bonds;

(d) to provide for the procedures required to permit any Bondholder, at its option, to utilize an uncertificated system of registration of its Bond;

(e) to provide for any additional procedures, covenants or agreements necessary to maintain the Tax-exempt status of the Bonds;

(f) to modify any requirement to obtain a rating, provided the interests of the Bondholders are not materially adversely affected;

(g) to permit principal of and interest on the Bonds to be separated and traded separately; or

(h) to provide for the issuance of Additional Bonds.

Any supplemental bond resolution authorized by the provisions of this Section 9.01 may be adopted by the Authority without the consent of (or notice to) the Holders of any of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 9.02.

Section 9.02. Modification with Consent of Bondholders. With the consent of the Trustee, Registrar and the Paying Agent (but only if the rights or responsibilities of the Trustee, the Registrar and the Paying Agent shall be affected thereby), the County and the Holders of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the then Outstanding Bonds, evidenced as provided in Section 11.08, the Authority may adopt from time to time and at any time a bond resolution or bond resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Resolution or of any supplemental bond resolution; provided, however, that no such supplemental bond resolution shall (1) extend the fixed maturity of any Bond or reduce the rate of interest thereon or extend the time of payment of interest, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Holders of Bonds whose consent is required for the adoption of such supplemental bond resolutions, or extend the time of payment, or permit the creation of any lien on the Revenues prior to or on a parity with the lien of this Bond Resolution, except as permitted herein, or permit the creation of any preference of any Bondholder over any other Bondholder, except as permitted herein, or deprive the Holders of the Bonds of the lien created by this Bond Resolution upon the Revenues, without the consent of the Holders of all of the Bonds then Outstanding.

It shall not be necessary for the consent of the Bondholders under this Section 9.02 to approve the particular form of any proposed supplemental bond resolution, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the adoption by the Authority of any supplemental bond resolution pursuant to the provisions of this Section 9.02, the Registrar, upon the direction of the Trustee, shall mail a notice in a form prepared by the Authority, setting forth in general terms the substance of such supplemental bond resolution, to each Bondholder at the address contained in the bond register maintained by the Registrar. Any failure of the Registrar to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental bond resolution.

Section 9.03. Effect of Bond Resolution Supplemental hereto. Upon the adoption of any supplemental bond resolution pursuant to the provisions of this Article IX, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Resolution of the Authority, the Trustee and all Holders of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental bond resolution shall be part of the terms and conditions of this Bond Resolution for any and all purposes.

Section 9.04. Opinions as to Bond Resolution Supplemental hereto. Prior to any modification of this Bond Resolution pursuant to subsection (d) of Section 9.01 hereof or Section 9.02

hereof, the Trustee shall obtain an Opinion of Bond Counsel to the effect that such modification will not adversely affect the Tax-exempt status of interest on the applicable Series of Bonds. Prior to any modification of this Bond Resolution pursuant to Section 9.01 and Section 9.02 hereof, the Trustee shall obtain an Opinion of Bond Counsel as conclusive evidence that any supplemental bond resolution adopted pursuant to the provisions of this Article IX complies with the requirements of this Article IX.

Section 9.05. Notation of Modification on Bonds; Preparation of New Bonds. Bonds authenticated and delivered after the execution of any supplemental bond resolution pursuant to the provisions of this Article IX may bear a notation, in form approved by the Authority, as to any matter provided for in such Bond Resolution, and if such supplemental bond resolution shall so provide, new Bonds, so modified as to conform, in the opinion of the Authority, to any modification of this Bond Resolution contained in any such supplemental bond resolution, may be prepared by the Authority, authenticated by the Registrar and delivered without cost to the Holders of the Bonds then Outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts and of the same Series.

ARTICLE X DEFEASANCE

Section 10.01. Discharge of Bond Resolution. If the entire indebtedness on all Bonds Outstanding shall be paid and discharged in any one or more of the following ways:

(a) by the payment of the principal of (including redemption premium, if any) and interest on Bonds Outstanding, as and when the same become due and payable;

(b) by depositing or crediting to the account of the Trustee, in trust, at or before maturity money or securities in the necessary amount (as provided in Section 10.04) to pay or redeem Bonds Outstanding, whether by redemption or otherwise; or

(c) by the delivery to the Trustee, for cancellation by it, of all Bonds Outstanding; and if all other sums payable hereunder by the Authority shall be paid and discharged, then thereupon this Bond Resolution shall cease, terminate and become null and void except only as provided in Section 10.02, and thereupon the Trustee shall, upon Written Request of the Authority, and upon receipt by the Trustee of a Certificate of the Authority and an Opinion of Counsel, each stating that in the opinion of the signers all conditions precedent to the satisfaction and discharge of this Bond Resolution have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging this Bond Resolution. The satisfaction and discharge of the Bond Resolution shall be without prejudice to the rights of the Trustee to charge and be reimbursed by the Authority and/or the County for any expenditures which it may thereafter incur in connection herewith.

Any Bond or any Authorized Denomination thereof shall be deemed to be paid within the meaning of this Section 10.01 when (a) payment of the principal of and redemption premium, if any, on such Bond or Authorized Denomination thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms hereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) U.S. Government Obligations maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment without regard to reinvestment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

The Bonds, a Bond or any portion thereof shall not be deemed to be paid under the provisions of this Article unless at the time such money and/or U.S. Government Obligations are deposited with the Trustee, the Trustee shall have also received a certificate from an independent certified public accountant stating that such moneys and/or U.S. Government Obligations and the anticipated investment income thereon will be sufficient to make the payment of principal and interest when due. At such times as the Bonds, a Bond or a portion thereof shall be deemed to be paid hereunder, as aforesaid, such Bonds or portions thereof shall no longer be secured by or entitled to the benefits of this Bond Resolution, except for the purpose of any such payment from such moneys or U.S. Government Obligations and the Registrar (upon the direction of the Trustee) shall promptly Mail a notice to the Holder of such Bonds notifying it of such defeasance.

The Authority or the County may at any time surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered which the Authority or the City lawfully may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Notwithstanding any other provision contained in this Article X, all covenants and requirements set forth in this Bond Resolution relating to the exclusion from gross income of interest on any Series of the Bonds from federal income taxation shall continue subsequent to any defeasance of such Series of the Bonds until such Series of defeased Bonds has been retired.

Section 10.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of moneys or securities in the necessary amount (as provided in Section 10.04) to pay or redeem the Outstanding Bonds of any Series (whether upon or prior to their maturity, in accordance with Section 10.01 hereof, or on the redemption date, in accordance with Article IV hereof) provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for giving such notice, all liability of the Authority and the County with respect to such Bonds shall cease, terminate and be completely discharged, except only that thereafter the Holders thereof shall thereafter be entitled only to payment by the Authority, and the Authority shall remain liable for such payment, but, only out of the money deposited with the Trustee as aforesaid for their payment, provided further, however, that the provisions of Section 10.03 shall apply in all events. Upon discharge of liability on each Series of Bonds, the Trustee shall give any Rating Agency then rating the applicable Bonds written notification of such discharge.

Section 10.03. Payment of Bonds after Discharge of Bond Resolution; Escheat. Unless otherwise required by applicable Escheat laws, notwithstanding any provisions of the Bond Resolution, any moneys deposited with the Trustee or any Paying Agent in trust for the payment of the principal of, or interest or redemption premium on, any Bonds remaining unclaimed for five (5) years after the principal of any Bonds has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in this Bond Resolution), shall be disposed of as provided by law and the Holders of such Bonds shall thereafter be entitled to look only to the transfer of such moneys for payment thereof, and all liability of the Trustee or any Paying Agent with respect to such moneys shall thereupon cease; provided, however, that before the disposition of such moneys as aforesaid, the Trustee or Paying Agent, as the case may be, may (at the direction of either the County or the Authority and at the cost of the County) first publish at least once in a Qualified Newspaper selected by the Authority a notice, in such form as may be deemed appropriate by the Authority, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the disposition of the moneys held for the payment thereof.

Section 10.04. Deposit of Money or Securities with Trustee. Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay the purchase price of or to redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Trustee in the funds and accounts established pursuant to this Bond Resolution (exclusive of the Construction Fund and the Rebate Fund) and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and with respect to which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(b) U.S. Government Obligations (not callable by the issuer thereof prior to maturity) the principal of and the interest on which when due will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice; provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Bond Resolution or by Written Request of the Authority) to apply such money to the payment of such principal, purchase price or redemption price and interest with respect to such Bonds. Bonds purchased pursuant to this Section 10.04 shall be canceled by the Trustee.

ARTICLE XI MISCELLANEOUS

Section 11.01. Successors of Authority. All the covenants, stipulations, promises and agreements in this Bond Resolution contained, by or on behalf of the Authority, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not. If any of the powers or duties of the Authority shall hereafter be transferred by any law of the State of New Jersey, and if such transfer shall relate to any matter or thing permitted or required to be done under this Bond Resolution by the Authority, then the body or official of the State of New Jersey who shall succeed to such powers or duties shall act and be obligated in the place and stead of the Authority as in this Bond Resolution provided.

Section 11.02. Limitation of Rights to Parties and Bondholders. Nothing in this Bond Resolution or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, the County, the Holders of the Bonds issued hereunder any legal or equitable right, remedy or claim under or with respect to this Bond Resolution or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee and the Bondholders.

Section 11.03. Waiver of Notice. Whenever in this Bond Resolution the giving of Notice by Mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.04. Destruction of Bonds. Whenever in this Bond Resolution provision is made for the cancellation by the Trustee or the Registrar of any Bonds, the Trustee or the Registrar may, in

lieu of such cancellation, destroy such Bonds. If Bonds are canceled or destroyed by the Registrar, the Registrar shall immediately notify the Trustee of such cancellation or destruction. The Trustee shall deliver a certificate of any such destruction to the Authority, at the written request of the Authority.

Section 11.05. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Bond Resolution or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Resolution or the Bonds, but this Bond Resolution and the Bonds shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Section 11.06. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of New Jersey.

Section 11.07. Notices. All notices and directions under this Bond Resolution shall be given in writing. It shall be sufficient service of any notice, direction, request, complaint, demand or other paper on the Authority, the Trustee, the County, the Registrar or the Paying Agent if the same shall be duly mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Authority: Union County Improvement Authority
 6th Floor
 Union County Administration Building
 10 Elizabethtown Plaza
 Elizabeth, New Jersey 07207
 Attention: Executive Director
 Telephone:(908) 820-9710
 Fax: (908) 820-9670

To the County: County of Union
 Union County Administration Building
 Elizabethtown Plaza
 Elizabeth, New Jersey 07207
 Attn: Bibi Taylor, Chief Financial Officer
 Telephone:(908) 527-4250
 Fax: (908) 289-4230

To the Trustee, as appointed in separate resolution

Registrar &
Paying Agent: as appointed in separate resolution

The Authority, the Trustee, the County, the Registrar, and the Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Unless specifically otherwise required by the context of this Bond Resolution, any notices required to be given hereunder to the Trustee, the Authority, the Registrar, the Paying Agent or the County may be given by any form of electronic transmission capable of producing a written record. Each such party shall file with the Trustee information appropriate to receiving such form of electronic transmission. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the Trustee to the other shall also be given to the County and the Registrar.

Section 11.08. Evidence of Rights of Bondholders.

(a) Any request, consent or other instrument required by this Bond Resolution to be signed and executed by Bondholders may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bondholders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Bond Resolution and shall be conclusive in favor of the Trustee, the Registrar and the Authority if made in the manner provided in this Section 11.08.

(b) The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

(c) The ownership of registered Bonds shall be proved by the Bond register maintained by the Registrar pursuant to Section 2.06. The Trustee, the Registrar and the Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon the Trustee and the Registrar. The fact and the date of execution of any request, consent or other instrument and the amount and distinguishing numbers of Bonds held by the Person so executing such request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

Any request, consent or vote of the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of any Bond issued in exchange therefore or in lieu thereof, with respect to anything done or suffered to be done by the Trustee or the Authority pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Bond Resolution, Bonds which are owned by the Authority, by the County, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that, for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this subsection (d) if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority, or the County. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

(e) In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bondholders upon such notice and in accordance with such rules and regulations as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

Section 11.09. Publication of Notices. Any publication of notice to be made under the provisions of this Bond Resolution may be made in each instance on any Business Day, and, except as provided in Section 10.03, no such publication shall be required if such notice is given by Mail to the holders of all Bonds then Outstanding.

ARTICLE XII
BOND FORM AND EFFECTIVE DATE

Section 12.01. Form of Bonds, Trustee's Certificate of Authentication and Certificate.
Subject to the provisions of the Bond Resolution, the form of the 2013 Bonds and any other Series of Bonds designated by supplemental resolution, with any appropriate changes as set forth in any such supplemental resolution, the Trustee's certificate of authentication Certificate shall be in substantially the following form:

[FORM OF BOND]
UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF UNION
THE UNION COUNTY IMPROVEMENT AUTHORITY
REVENUE BOND, SERIES 2013
()

No. R-__

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

Registered Owner: [CEDE & CO.]

Principal Sum: _____ DOLLARS (\$_____)

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

This bond is one of a duly authorized Series of Bonds of the Authority designated AUnion County Improvement Authority Lease Revenue Bonds, 2013 ()@ (herein called the A2013 Bonds@), in the aggregate principal amount of \$_____ issued under and in full compliance with the Constitution and statutes of the State of New Jersey, including the Act, and under and pursuant to a resolution of the Authority authorizing the 2013 Bonds adopted on June 12, 2013 and entitled AResolution Authorizing the Issuance of Union County Improvement Authority Revenue Bonds, Series 2013 () and Additional Bonds or Notes of the Union County Improvement Authority@, as amended by a Certificate of an Authorized Officer of the Authority or Bond Resolution,

executed in connection with Section 3.01(c) of said resolution (together with any further amendments thereof or supplements thereto, the ABond Resolution@).

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

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

The 2013 Bonds are issued under and secured by and entitled to the benefits of the Bond Resolution including (i) certain of the Authority's right, title and interest in and to the Lease Agreement by and among the Authority and the County of Union, New Jersey (the ACounty@), including, without limitation, the payments (the ALease Payments@) by the County under the Lease Agreement, (ii) all other Funds and Accounts established under the Bond Resolution (other than the Administrative Fund and the Rebate Fund), including Investment Securities held in any such Fund thereunder, together with all of the proceeds and revenues of the foregoing, and (iii) all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and the interest on the Initial Bonds in accordance with the terms and provisions of the Bond Resolution.

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

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

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

of any lien on the Revenues prior to or on a parity with the lien of the Bond Resolution, except as permitted under the Bond Resolution, or permit the creation of any preference of any Bondholder over any other Bondholder, except as permitted under the Bond Resolution, or deprive the Holders of the Bonds of the lien created by the Bond Resolution upon the Revenues, without the consent of the Holders of all of the Bonds then Outstanding.

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

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

The 2013 Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be mailed by the Registrar, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the Holder of each Bond or portions thereof to be redeemed at their last addresses, if any, appearing upon the registry books, all in the manner and upon the terms and conditions set forth in the Bond Resolution. If notice of redemption shall have been mailed as aforesaid, the 2013 Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all of the 2013 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such 2013 Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Any notice shall be conclusively presumed to have been given if properly mailed, whether or not such Holder receives the notice. Failure to give any notice of redemption as to any particular Bonds or any defect therein shall not affect the validity of the call for redemption of any other Bonds.

The principal or Redemption Price of and the interest on the Bonds are payable by the Authority solely from the Revenues, and neither the State of New Jersey, the County of Union (except to the extent of payments under the Lease), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Revenues), is obligated to pay the principal or Redemption Price of or the interest on this bond and the issue of which it is one, and neither the full faith and credit nor the taxing power of the State of New Jersey, the County of Union (except to the extent of payments under the Lease), or any political subdivision thereof, including the Authority (which has no taxing power), is pledged to the payment of the principal or Redemption Price of or the interest on this bond and the issue of which it is one.

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

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

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

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____
Chairman or Vice Chairman

[SEAL]
Attest:

Secretary or Assistant Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION ON BONDS]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

_____, as Trustee

By: _____
Authorized Signatory

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT

TEN ENT - as tenants by the

_____Custodian_____

entireties

(Cust)

(Minor)

JT TEN - as joint tenants with

under Uniform Gifts to

right of survivorship

Minors Act

and not as tenants in

common

(State)

ASSIGNMENT

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

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

Typewrite Name and Address of Transferee)

(Please Print or

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

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

Dated

:Signature Guaranty:

Signature:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company,

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

national bank association

or other banking institution

incorporated under the laws of
the United States or a state
of the United States

enlargement or any change whatever.

Section 12.02. Effective Date. This Bond Resolution shall take effect immediately.

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing A **RESOLUTION AUTHORIZING THE ISSUANCE OF UNION COUNTY IMPROVEMENT AUTHORITY LEASE REVENUE BONDS, SERIES 2013 (UNION COUNTY COLLEGE CRANFORD FACILITY PROJECT) AND ADDITIONAL BONDS OR NOTES OF THE UNION COUNTY IMPROVEMENT AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

JOHN SALERNO, Secretary

Dated June 12 2013

[SEAL]

EXHIBIT A

FORM OF BOND DOCUMENTS

**Lease Agreement, and
Continuing Disclosure Agreement**

(ON FILE AT THE OFFICES OF THE AUTHORITY)

Member Mishewsky introduced and moved the adoption of the following

resolution and Member McShee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING THE AMENDMENT, EXECUTION AND
DELIVERY OF CERTAIN AGREEMENTS AND CERTAIN OTHER
ACTIONS TO BE TAKEN IN CONNECTION WITH THE UNION
COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY
PROGRAM AT THE UNION COUNTY COLLEGE IN CRANFORD AND
THE VOCATIONAL-TECHNICAL SCHOOL**

WHEREAS, the Authority has undertaken the development and implementation of a program (the "Renewable Energy Program") for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications or other work required or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the "Renewable Energy Projects") for and on behalf of the County and local governmental units within the County, including without limitation municipalities, boards of education for school districts, local authorities and any other local government instrumentalities, public bodies or other local government entities; collectively, including the County (the "Local Units");

WHEREAS, on August 31, 2010, the Authority issued "Request for Proposals for a Developer of Photovoltaic Systems with respect to certain Local Government Facilities in the County of Union, New Jersey" (the "RFP") to design, permit, acquire, construct, install, operate and maintain the Renewable Energy Projects;

WHEREAS, in furtherance of the Renewable Energy Program, the Authority, selected and designated Tioga Solar Union County 1, LLC (the "Company") as the Successful Respondent for the RFP in accordance with the terms of the its proposal; and

WHEREAS, the Renewable Energy Projects procured under the Renewable Energy Program have been installed on, in, affixed or adjacent to and/or for any other Local Unit controlled buildings, other structures, lands or other properties of the Local Units (collectively, the "Local Unit Facilities");

WHEREAS, in furtherance of the Renewable Energy Program, the Authority has entered into a series of agreements with the Company and the Local Units, specifically the Power Purchase Agreement, dated May 1, 2011 and as amended on October 31, 2012 (First Amendment) and the Site License Agreement dated May 1, 2011 and as amended on October 31, 2012 (First Amendment); and

WHEREAS, pursuant to Section 4.5 of the Power Purchase Agreement and Section 5.4 of the Site License Agreement, the Local Units are permitted to make alterations to the Local Unit Facilities, with the appropriate notice to the Authority and the Company, and at no cost to the Authority and the Company; and

WHEREAS, the Local Units consisting of the Union County College at Cranford and the Union County Vocational-Technical Schools desire to make certain alterations to certain Local Unit Facilities pursuant to the aforementioned provisions of the Power Purchase Agreement, as amended, and the Site License Agreement, as amended; and

WHEREAS, the Authority and the Company are desirous to accommodate the Local Units alteration projects, at no cost to the Authority and the Company;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority, as follows:

Section 1. The Authorized Officers of the Authority are authorized to execute the appropriate amendments to the Power Purchase Agreement and the Site License Agreement for the purpose of accommodating the alteration projects to the Local Units Facilities at the Union County College at Cranford and the Union County Vocational-Technical Schools; such agreements to be by and among the Authority, the Company and its assigns or agents and the aforementioned Local Units.

Section 2. This resolution shall take effect immediately.

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

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE AMENDMENT, EXECUTION AND DELIVERY OF CERTAIN AGREEMENTS AND CERTAIN OTHER ACTIONS TO BE TAKEN ALL IN CONNECTION WITH THE UNION COUNTY IMPROVEMENT AUTHORITY'S RENEWABLE ENERGY PROGRAM** is a true copy of a resolution adopted by the governing body of the Improvement Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Date: June 12, 2013

SEAL

RESOLUTION NO.: 40-2013

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE APPOINTMENT OF ONE OR MORE UNDERWRITERS IN
CONNECTION WITH THE SALE OF THE LEASE REVENUE BONDS, SERIES
2013 (UNION COUNTY COLLEGE CRANFORD FACILITY PROJECT) AND
ADDITIONAL BONDS OR NOTES OF THE UNION COUNTY IMPROVEMENT
AUTHORITY**

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

WHEREAS, the County of Union (the "County") and the Union County College (the "College") have requested that the Authority undertake and provide financing for the design and construction of a Union County College Cranford Facility to be located, in part, on the College Campus in Cranford, New Jersey, on lands currently owned by the College (the "Project"); and

WHEREAS, the Project is expected to provide new and necessary facilities for the College; and

WHEREAS, the Authority is desirous of assisting in the financing of such Project, to the extent permitted by law because: (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 of Union; (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 of Union and will not create an undue financial burden to be placed upon the County; and

WHEREAS, to finance the Project the Authority plans to issue not to exceed \$15,000,000 in Lease Revenue Bonds (the "Bonds"), Series 2013 (Tax Exempt) (County College Cranford Facility Project) in two or more series being County of Union General Obligation Lease Revenue Bonds, Series 2013A (County College Cranford Facility Project) (the "Series 2013A Bonds"), and County of Union General Obligation Lease Revenue Bonds, Series 2013B (County College Cranford Facility Project) (Chapter 12 Supported) (the "Series 2013B Bonds", and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to: (i) the Act; (ii) a bond resolution of the Authority to be adopted; and (iii) all other applicable law; and

WHEREAS, pursuant to the State of New Jersey Chapter 12 community college building and renovation bond program (the "Chapter 12 Bond Program"), the State and the County shall share the debt service payable on any bonds issued for new construction, acquisition, expansion or capital renewal and replacement of county college facilities such as the Project; and

WHEREAS, the Authority shall issue a Request for Qualifications to underwriter firms, which shall also be posted on the Authority's website, and a Committee of the Authority shall review the statements of qualifications submitted in response, and shall recommend one or more underwriter(s) for the Bonds based on their statements of qualification;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that the Authority immediately issue a Request for Qualifications for underwriter services for the Bonds; and

BE IT FURTHER RESOLVED that the Authority select a Committee from among the Commissioners of the Board to review statements of qualifications and recommend one or more underwriters for the Bonds; and

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

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

Recorded Vote

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

CERTIFICATION

I, **JOHN SALERNO**, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE APPOINTMENT OF ONE OR MORE UNDERWRITERS IN CONNECTION WITH THE SALE OF THE LEASE REVENUE BONDS, SERIES 2013 (UNION COUNTY COLLEGE CRANFORD FACILITY PROJECT) AND ADDITIONAL BONDS OR NOTES OF THE UNION COUNTY IMPROVEMENT AUTHORITY** is a true copy of a resolution adopted by the governing body of the Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: June 12, 2013

[SEAL]

RESOLUTION NO.: 41-2013

Member Mushewicz introduced and moved the adoption of the following resolution and Member McPherson seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY CONCERNING REVIEW OF FINDINGS AND
RECOMMENDATIONS OF THE LOCAL FINANCE BOARD
CONCERNING THE PARK MADISON REFUNDING 2012 MADE AT A
MEETING OF SAID BOARD ON MAY 25, 2012 IN ACCORDANCE
WITH N.J.S.A. 40A:5A-7**

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

WHEREAS, the Authority's outstanding City of Plainfield-Park Madison Redevelopment Project Bonds can be refunded to provide savings to the Authority and the Authority's client governmental agencies; and

WHEREAS, the Authority is desirous of undertaking such refinancing; 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 services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County, and;

WHEREAS, the Authority made application, on behalf of 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, and positive findings were received on May 25, 2012, and the resolution of the Local Finance Board were received on June 4, 2013; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority within 45 days of its receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations, and

WHEREAS, the members of the governing body of the Authority have personally reviewed the Local Finance Board's findings and recommendations received on or after June 4, 2013 on the proposed project financing as evidenced by group affidavit of the governing body,

and

WHEREAS, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of N.J.S.A. 52:27BB-52.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Union County Improvement Authority hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance.

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD CONCERNING THE PARK MADISON REFUNDING 2012 MADE AT A MEETING OF SAID BOARD ON MAY 25, 2012 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7** is a true copy of a resolution adopted by the governing body of the Improvement Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: June 12, 2013
(SEAL)

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

State of New Jersey
County of Union

~~We, the members of the governing body of the UNION COUNTY IMPROVEMENT~~
AUTHORITY, being of full age and being duly sworn according to law, upon our oath depose
and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board on April 3, 2013, with respect to the proposed project financing for the issuance of refunding bonds of the Authority.

[Signature]

Anthony R. Scutari

John Salerno

Joseph Miskiewicz

Carolyn Vollero

Cheron Rountree

Linda Hines

Sebastian D'Elia

Samuel T. McGhee

Sworn to and subscribed before me
this 12 day of June, 2013


Attorney-at-Law of New Jersey

[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

RICHARD E. CONSTABLE, III
Commissioner

KIM GUADAGNO
Lt. Governor

May 31, 2013

Jonathan Williams, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, LLP
Glenpointe Centre West
500 Frank W Burr Blvd.
Teaneck, New Jersey 07666

Dear Mr. Williams:

Enclosed please find a Local Finance Board (Board) Resolution(s) reflecting the action the Board took at the meeting held on Wednesday, May 25, 2013.

If you have any questions regarding this information, please feel free to contact me at (609) 292-4537.

Sincerely,

Patricia Parkin McNamara
Executive Secretary
Local Finance Board

Enclosure(s)

cc: John Hudak, Esq.
Dennis Enright





State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO BOX 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

RICHARD E. CONSTABLE, III
Acting Commissioner

KIM GUADAGNO
Lt. Governor

LOCAL FINANCE BOARD
RESOLUTION

WHEREAS, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Union County Improvement Authority; and

WHEREAS, the Local Finance Board has held hearings pursuant to N.J.S.A. 40A:5A-7 on May 9, 2012 and May 25, 2012, to review a proposed project financing in an amount not to exceed \$21,645,000 to enter into a Forward Bond Purchase Agreement in connection with outstanding bonds issued to fund the City of Plainfield - Park Madison Redevelopment Project; and

WHEREAS, officials representing the Union County Improvement Authority indicate that the transaction will result in an upfront payment to the County of Union for use in the 2012 County budget; and

WHEREAS, officials representing the County of Union testified that the County is projecting lay-offs of County employees during 2012 and that there will be a tax levy increase during 2012; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission;

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board does hereby make the following findings:

a) that the project cost has been determined by reasonable and accepted methods;

b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;

c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;



Local Finance Board
Union County Improvement Authority
May 25, 2012

BE IT FURTHER RESOLVED that these finding are made, except as to the reasonableness of the terms of the refunding itself because the terms will not be known for up to three years when the bonds become callable; and

BE IT FURTHER RESOLVED that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8 conditioned on the following:

- a) The projected County of Union lay-offs must move forward;
- b) The projected County of Union tax levy increase must move forward;
- c) An accounting of the costs of the transaction being filed with the Local Finance Board within 30 days receipt of the upfront payments by the County of Union (i.e. professional fees and costs related to the forward refunding agreement as well as costs associated with preparation of the Local Finance Board application and appearance before the Local Finance Board);

BE IT FURTHER RESOLVED that the Union County Improvement Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Union County Improvement Authority in undertaking the financing which statement shall include the following: the name of the Union County Improvement Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Union County Improvement Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Union County Improvement Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Union County Improvement Authority in undertaking the financing; and

BE IT FURTHER RESOLVED that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and


Local Finance Board
Union County Improvement Authority
May 25, 2012

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

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

APPROVED BY:
THE LOCAL FINANCE BOARD

DATE: May 25, 2012


PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

17462/A-2656

RESOLUTION NO.: 42-2013

Member Mushawray introduced and moved the adoption of the following resolution and Member DeGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY CONCERNING REVIEW OF FINDINGS AND
RECOMMENDATIONS OF THE LOCAL FINANCE BOARD
CONCERNING THE JUVENILE DETENTION FACILITY REFUNDING
2012, MADE AT A MEETING OF SAID BOARD ON MAY 25, 2012 IN
ACCORDANCE WITH N.J.S.A. 40A:5A-7**

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

WHEREAS, the Authority's outstanding Juvenile Detention Center Facility Project Bonds can be refunded to provide savings to the Authority and the Authority's client governmental agencies; and

WHEREAS, the Authority is desirous of undertaking such refinancing; 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 services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the Authority or the County, and;

WHEREAS, the Authority made application, on behalf of 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, and positive findings were received on May 25, 2012, and the resolution of the Local Finance Board were received on June 4, 2013; and

WHEREAS, N.J.S.A. 40A:5A-7 requires that the governing body of the Authority within 45 days of its receipt of the Local Finance Board's findings and recommendations, shall certify by resolution to the Local Finance Board that the members thereof have personally reviewed the findings and recommendations, and

WHEREAS, the members of the governing body of the Authority have personally reviewed the Local Finance Board's findings and recommendations received on or after June 4,

2013 on the proposed project financing as evidenced by group affidavit of the governing body, and

WHEREAS, failure to comply with this requirement may subject the members of the Authority to the penalty provisions of N.J.S.A. 52:27BB-52.

NOW THEREFORE, BE IT RESOLVED that the governing body of the Union County Improvement Authority hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Board to show evidence of said compliance.

Recorded Vote

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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY CONCERNING REVIEW OF FINDINGS AND RECOMMENDATIONS OF THE LOCAL FINANCE BOARD CONCERNING THE JUVENILE DETENTION FACILITY REFUNDING 2012, MADE AT A MEETING OF SAID BOARD ON MAY 25, 2012 IN ACCORDANCE WITH N.J.S.A. 40A:5A-7** is a true copy of a resolution adopted by the governing body of the Improvement Authority on June 12, 2013.

UNION COUNTY IMPROVEMENT AUTHORITY

By:


John Salerno, Secretary

Dated: June 12, 2013
(SEAL)

GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY

State of New Jersey
County of Union

We, the members of the governing body of the UNION COUNTY IMPROVEMENT
~~AUTHORITY, being of full age and being duly sworn according to law, upon our oath depose~~
and say:

1. We are duly appointed members of the Union County Improvement Authority.
2. We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the findings and recommendations of the Local Finance Board issued at a meeting of the Board on April 3, 2013, with respect to the proposed project financing for the issuance of refunding bonds of the Authority.

[Signature]

Anthony R. Scutari

John Salerno

Joseph Miskiewicz

Carolyn Vollero

Cheron Rountree

Linda Hines

Sebastian D'Elia

Samuel T. McGhee

Sworn to and subscribed before me
this 12 day of June, 2013


Attorney-at-Law of New Jersey

[Note: The Corporate Secretary of the Authority shall set forth the reason for the absence of signature of any members of the governing body.]

This affidavit must be sent to the Division of Local Government Services, CN 803, Trenton, New Jersey 08625 within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

May 31, 2013

Jonathan Williams, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, LLP
Glenpointe Centre West
500 Frank W Burr Blvd.
Teaneck, New Jersey 07666

Dear Mr. Williams:

Enclosed please find a Local Finance Board (Board) Resolution(s) reflecting the action the Board took at the meeting held on Wednesday, May 25, 2013.

If you have any questions regarding this information, please feel free to contact me at (609) 292-4537.

Sincerely,

Patricia Parkin McNamara
Executive Secretary
Local Finance Board

Enclosure(s)

cc: John Hudak, Esq.
Dennis Enright





State of New Jersey

DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Acting Commissioner

LOCAL FINANCE BOARD RESOLUTION

WHEREAS, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Union County Improvement Authority; and

WHEREAS, the Local Finance Board has held hearings pursuant to N.J.S.A. 40A:5A-7 on May 9, 2012 and May 25, 2012, to review a proposed project financing in an amount not to exceed \$24,690,000 to enter into a Forward Bond Purchase Agreement in connection with outstanding bonds issued to fund the Juvenile Detention Center Facility; and

WHEREAS, officials representing the Union County Improvement Authority indicate that the transaction will result in an upfront payment to the County of Union for use in the 2012 County budget; and

WHEREAS, officials representing the County of Union testified that the County is projecting layoffs of County employees during 2012 and that there will be a tax levy increase during 2012; and

WHEREAS, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission;

NOW, THEREFORE, BE IT RESOLVED that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Authority's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;
- c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;



Local Finance Board
Union County Improvement Authority
May 25, 2012

BE IT FURTHER RESOLVED that these finding are made except as to the reasonableness of the terms of the refunding itself because the terms will not be known for up to three years when the bonds become callable; and

BE IT FURTHER RESOLVED that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8 conditioned on the following:

- a) The projected County of Union lay-offs must move forward;
- b) The projected County of Union tax levy increase must move forward;
- c) An accounting of the costs of the transaction being filed with the Local Finance Board within 30 days receipt of the upfront payments by the County of Union (i.e. professional fees and costs related to the forward refunding agreement as well as costs associated with preparation of the Local Finance Board application and appearance before the Local Finance Board);

BE IT FURTHER RESOLVED that the Union County Improvement Authority shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Union County Improvement Authority in undertaking the financing which statement shall include the following: the name of the Union County Improvement Authority; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Union County Improvement Authority in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Union County Improvement Authority to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Union County Improvement Authority in undertaking the financing; and

BE IT FURTHER RESOLVED that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

BE IT FURTHER RESOLVED that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and


Local Finance Board
Union County Improvement Authority
May 25, 2012

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Authority shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

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

APPROVED BY:
THE LOCAL FINANCE BOARD

DATE: May 25, 2012


PATRICIA PARKIN MCNAMARA
EXECUTIVE SECRETARY
LOCAL FINANCE BOARD

17461/A-2655