

PASSAIC COUNTY IMPROVEMENT AUTHORITY  
LIST OF AGENDA ITEMS

Meeting to be held on Wednesday, August 23, 2023 at 6 pm. The meeting will be held in person, at 401 Grand Street, Room 220, Paterson, New Jersey 07505.

1. Call to order.
2. Pledge of Allegiance.
3. Roll Call.
4. Open Public Meetings Notice
5. Approval of the Minutes of the July 26, 2023 Board Meeting
6. Public Comment. *(The Chairman will ask if any member of the public wishes to make a comment. Additionally he will ask any member of the public attending virtually to signify his or her desire to speak through the Webex or on the conference call. He will then set the order of those wishing to make a public comment).*
7. Executive Session
8. Official Action
  - a. R23-026 Resolution Of The Passaic County Improvement Authority Authorizing Certain Actions And Approving Certain Documents Necessary In Connection With The Issuance Of The Authority's Proposed Not To Exceed \$14,000,000 Aggregate Principal Amount Of County Guaranteed Revenue Bonds, Series 2023 (Senior Housing Project)
  - b. R-23-027 Resolution Authorizing The Issuance Of County Of Passaic Guaranteed Revenue Bonds (Senior Housing Project), Series 2023 Of The Passaic County Improvement Authority
  - c. R 23-028 Resolution Of The Passaic County Improvement Authority Authorizing Payment Of Bills And Reimbursements
9. Old Business/New Business
10. Adjournment.

PASSAIC COUNTY IMPROVEMENT AUTHORITY

**RESOLUTION OF THE PASSAIC COUNTY IMPROVEMENT AUTHORITY AUTHORIZING CERTAIN ACTIONS AND APPROVING CERTAIN DOCUMENTS NECESSARY IN CONNECTION WITH THE ISSUANCE OF THE AUTHORITY'S PROPOSED NOT TO EXCEED \$14,000,000 AGGREGATE PRINCIPAL AMOUNT OF COUNTY GUARANTEED REVENUE BONDS, SERIES 2023 (SENIOR HOUSING PROJECT)**

**WHEREAS**, the Passaic County Improvement Authority (including any successors and assigns, the "Authority") has been duly created by resolution duly adopted by the Board of Chosen Freeholders (now known as the Board of County Commissioners) (the "Board of County Commissioners") of the County of Passaic (the "County") in the State of New Jersey (the "State") as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"), and other applicable law;

**WHEREAS**, the Passaic County Affordable Housing Corporation (the "*Corporation*"), a New Jersey not-for-profit corporation and a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), proposes to acquire certain real estate (the "*Project Site*") located in the Borough of Pompton Lakes (the "*Borough*"), and to construct thereon a multifamily rental housing project (collectively, the "*Housing Project*"), comprising approximately 50 one-bedroom units, exclusively for use by low and moderate income senior citizen households with preference for veterans and Borough residents;

**WHEREAS**, the Project Site is expected to be acquired by the Corporation pursuant to a Purchase and Sale Agreement (the "*Purchase and Sale Agreement*") between the County, as seller, and the Corporation, as buyer;

**WHEREAS**, pursuant to the Purchase and Sale Agreement, the Corporation will be required to pay the purchase price for the Project Site in multiple installments over time (the "*Deferred Project Site Purchase Payments*"), as and when sufficient Project operating revenues are available for such payments;

**WHEREAS**, the Corporation expects to enter into a Housing Assistance Payments Contract (the "*HAP Contract*") with the Passaic County Public Housing Agency (the "*Agency*"), by which the Agency will agree, subject to the satisfaction of certain requirements, to make certain periodic subsidy payments to the Corporation (the "*HAP Payments*"), which are expected to be derived from periodic payments from the United States Department of Housing and Urban Development to the Agency, in support of the affordable housing units to be provided by the Housing Project;

**WHEREAS**, the Corporation expects to charge rents in respect of the use and occupancy of the units comprising the Housing Project (the "*Rents*"), which rents shall be subject to certain limitations imposed by the HAP Contract and applicable federal and state regulations;

**WHEREAS**, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "*LRHL*"), the governing body of the Borough has or will designate a portion of the Borough, including the Project Site, as a non-condemnation area in need of redevelopment (the "*Redevelopment Area*");

**WHEREAS**, in accordance with the LRHL, the governing body of the Borough has, by ordinance finally adopted on July 19, 2023, adopted a redevelopment plan governing the Redevelopment Area (the "*Redevelopment Plan*");

**WHEREAS**, in accordance with the LRHL, the Borough's designated redevelopment entity, the Pompton Lakes Redevelopment Agency, has, by resolution adopted on August 21, 2023, designated the Corporation as the redeveloper of the Project Site and has authorized the execution and delivery of a redevelopment agreement with the Corporation, by which the Corporation has agreed to construct the Housing Project;

**WHEREAS**, in accordance with the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the governing body of the Borough has, by ordinance finally adopted on August 16, 2023, authorized the execution and delivery of a financial agreement with the Corporation, by which the Corporation has agreed to pay certain service charges in lieu of property taxes on the Project Site and the Project;

**WHEREAS**, pursuant to Section 37 ("*Section 37*") of the Act (N.J.S.A. 40:37A-80) and other applicable law, the Board of County Commissioners of the County has finally adopted a guaranty ordinance on July 18, 2023 (the "*Guaranty Ordinance*") in support of the redevelopment project consisting of the construction of the Senior Housing Project by the Corporation;

**WHEREAS**, in furtherance thereof, the Authority has determined to issue and sell up to \$14,000,000 aggregate principal amount of its County of Passaic Guaranteed Revenue Bonds (Senior Housing Project), Series 2023 (the "*Series 2023 Bonds*") to finance certain costs of the Housing Project; and

**WHEREAS**, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the Series 2023 Bonds for the purpose of financing the costs of constructing the Housing Project, (ii) authorize and execute a loan agreement by and between the Authority and Corporation, (iii) adopt the Guaranty Ordinance, execute the hereinafter-defined Guaranty Agreement and execute a certificate of guaranty on the face of each Series 2023 Bond (collectively, the "*County Guaranty*"), authorizing the guaranty of the principal of and interest on the Series 2023 Bonds, (iv) authorize and execute the hereinafter-defined Subsidy and Deficiency Agreement for the Series 2023 Bonds to provide for an initial County capital contribution and certain ongoing County subsidy payments and deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act as more fully described herein, and (v) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the "*Series 2023 Project*");

**WHEREAS**, the Series 2023 Bonds shall be sold by negotiated sale to one or more entities as determined by the Authority, as underwriter(s) (collectively, the "*Underwriter*") of the Series 2023 Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein);

**WHEREAS**, the Series 2023 Bonds shall be issued pursuant to the terms of the bond resolution, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance of the Series 2023 Bonds (collectively, the "*Bond Resolution*"), the Act and other applicable law;

**WHEREAS**, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2023 Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably Guaranty in accordance with (i) the terms of the Guaranty Ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2023 Bond and (iii) a Guaranty Agreement to be dated the date of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the "*Guaranty Agreement*") by and between the County and the Authority, setting forth, among other things, the County's obligation to make any such guaranty payments in accordance with and within the parameters set forth in this Guaranty Ordinance and the Bond Resolution, all pursuant to Section 37 and other applicable law, which payments are included as part of the hereinafter-defined Trust Estate applicable to the Series 2023 Bonds pledged by the Authority to Manufacturers and Traders Trust Company, the Trustee under the Bond Resolution (the "*Trustee*");

**WHEREAS**, simultaneously with the issuance of the Series 2023 Bonds, the Authority and the Corporation will each enter into a Loan Agreement (the "*Loan Agreement*"), by which the Corporation will agree to make certain periodic loan repayments to the Authority (the "*Loan Repayments*") in amounts that are sufficient, in both time and amount, to pay all debt service requirements in respect of the Series 2023 Bonds, taking into account various credits, as provided therein;

**WHEREAS**, the Loan Repayments are expected to be derived from, and will be secured by a pledge and assignment of, all revenues received by the Corporation, including but not limited to the Rents and the HAP Payments;

**WHEREAS**, simultaneously with the issuance of the Series 2023 Bonds, the County, the Authority and the Trustee will each enter into a Capital Contribution, Deficiency Agreement to be dated the date of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the "*Subsidy and Deficiency Agreement*"), setting forth, among other things, the rights to receive payment from the County, subject to annual appropriation, pursuant to N.J.S.A. 40:37A-79 of the Act, representing (i) an initial capital contribution in support of the Senior Housing Project, (i.e., the "*Capital Contribution*", as defined therein), (ii) certain scheduled payments to be made by the County in support of the Senior Housing Project (i.e., the "*Subsidy Payments*", as defined therein) and (iii) certain voluntary payments in the case of any Deficiency (as defined herein), prior to any mandatory payment under the County Guaranty (i.e., the "*Deficiency Payments*", as defined therein);

**WHEREAS**, the debt service payable on the Series 2023 Bonds is expected to be paid from, and will be secured by, the revenues received by the Corporation, together with any Subsidy Payments and Deficiency Payments made from time to time by the County;

**WHEREAS**, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2023 Bonds, shall be secured by the Trust Estate (as defined herein), including the above-referenced sources and any payments made from time to time by the County under the County Guaranty (the "*Guaranty Payments*");

**WHEREAS**, pursuant to the Loan Agreement and the Bond Resolution, all revenues received by (or for the benefit of) the Corporation will be deposited with the Trustee, and will thereupon be used to make the Loan Repayments, pay the costs of operating and maintaining the Housing Project, provide necessary reserves, pay the Deferred Project Site Purchase Payments to the County, and reimburse the County for any and all Deficiency Payments and Guaranty Payments;

**WHEREAS**, to further secure the payment of the Deferred Project Site Purchase Payments and the reimbursement of the Deficiency Payments and Guaranty Payments, the Corporation will execute and deliver (i) a Mortgage to be dated the date of issuance of the Series 2023 Bonds (the "*Mortgage*"), granting to the County a first lien mortgage on the Project Site and the Senior Housing Project; (ii) a Security Agreement to be dated the date of issuance of the Series 2023 Bonds (the "*Security Agreement*"), granting to the County a security interest in the Corporation's personal property, accounts, rents and general intangibles, subject only to such lien (if any) as may be granted by the Corporation to the Authority or the Trustee to secure payment of the Loan Repayments, and (iii) an Assignment of Leases to be dated the date of issuance of the Series 2023 Bonds (the "*Assignment of Leases*"), assigning to the County all leases and proceeds thereof, subject only to such assignment (if any) as may be granted by the Corporation to the Authority or the Trustee to secure payment of the Loan Repayments;

**WHEREAS**, the Mortgage, the Security Agreement and the Assignment of Leases (collectively, the "*County Security Documents*") shall secure only the County, and shall not constitute security for the Series 2023 Bonds;

**WHEREAS**, as a "materially obligated person" within the meaning and for the purposes set forth in Rule 15c2-12 of the U.S. Securities and Exchange Commission ("*Rule 15c2-12*"), the County will be required to enter into that certain County Continuing Disclosure Agreement dated the first day of the month of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time

in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the dissemination agent named therein, in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, pursuant to the terms of the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, the Corporation, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, shall be required to enter into that certain Corporation Continuing Disclosure Agreement dated the first day of the month of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*Corporation Continuing Disclosure Agreement*”) with the dissemination agent named therein, in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority has made an application (the “*Local Finance Board Application*”) seeking findings from the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

**WHEREAS**, the Local Finance Board issued positive findings and approval in respect of the Local Finance Board Application at its meeting held on July 12, 2023;

**WHEREAS**, in order to market and sell the Series 2023 Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2023 Bonds (the “*Preliminary Official Statement*”); (b) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with the Underwriter to purchase all or a portion of the Series 2023 Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2023 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the “*Sale Documents*”);

**WHEREAS**, in accordance with Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), the Authority has heretofore made a detailed report regarding the Series 2023 Project to the Board of County Commissioners, which report includes, without limitation, descriptions of the Series 2023 Bonds, the Bond Resolution, the Loan Agreement, the County Security Documents, the County Guaranty, the Guaranty Agreement, the Subsidy and Deficiency Agreement and, to the extent available, the Sale Documents (collectively, the “*Financing Documents*”), and which report was accepted by the County by resolution adopted by the Board of County Commissioners on July 18, 2023 pursuant to Section 13;

**WHEREAS**, the Authority now desires to authorize certain actions and approve certain documents necessary in connection with the undertaking of the Housing Project and the issuance of the Series 2023 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE PASSAIC COUNTY IMPROVEMENT AUTHORITY**, as follows:

1. The resolution in connection with the Series 2023 Bonds and entitled, “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF PASSAIC GUARANTEED REVENUE BONDS (SENIOR HOUSING PROJECT), SERIES 2023 OF THE PASSAIC COUNTY IMPROVEMENT AUTHORITY” be, and the same hereby is, approved and adopted in the form presented to this meeting with such changes, insertions, deletions or omissions as shall hereafter be approved by the Authority’s Chairperson or Vice Chairperson in consultation with the Authority’s bond counsel, Archer & Greiner P.C.,

Red Bank, New Jersey ("Bond Counsel"). The aggregate principal amount of the Series 2023 Bonds shall not exceed \$14,000,000 and the true interest cost of the Series 2023 Bonds shall not exceed 6.00%.

2. (a) The Authority does hereby, as applicable, award, approve and authorize payment for the following to render professional services and/or provide services in connection with the Housing Project or to the Authority in conjunction with the Housing Project to be paid out of the proceeds of the Series 2023 Bonds issued for the Housing Project as follows:

<b><u>AWARDED AND APPROVED TO:</u></b>	<b><u>DESCRIPTION OF SERVICES</u></b>	<b><u>AMOUNT NOT TO EXCEED</u></b>
Archer & Greiner P.C.	Bond Counsel to the Authority	\$75,000, plus disbursements
NW Financial Group, LLC	Financial Advisor to the Authority	\$39,000
Manufacturers and Traders Trust Company	Trustee (Including Counsel)	\$15,000
Peter A. Tucci Jr. LLC	Authority General Counsel	\$5,000
Dilworth Paxson LLP	County Bond Counsel	\$30,000
McManimon, Scotland & Baumann, LLC	Passaic County PHA Attorney	\$10,000
William Katchen CPA	Passaic County PHA Accountant	\$7,500
DAC	Disclosure Work for PCIA and County	\$5,000
Wielkotz & Company	Auditor for County	\$25,000
Royal Printing	Printing	\$5,000
Moody's	Rating Agency Fee	\$25,500
Raymond James & Associates, Inc.	Underwriter	\$5.00/\$1,000 of Bonds Not to Exceed \$70,000.00 (plus Underwriter's counsel fee)

(b) The Secretary is hereby authorized and directed to publish a brief notice of these awards, approvals and/or authorizations in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i).

(c) The Certifying Finance Officer has certified that the funds for the services shall be paid out of the proceeds of the Series 2023 Bonds issued for the Housing Project.

3. In connection with the issuance of the Series 2023 Bonds, the Authority hereby appoints the investment banking firm of Raymond James & Associates, Inc., as Underwriter (the "Underwriter") for the purchase of the Series 2023 Bonds. The purchase of the Series 2023 Bonds by the Underwriter and the sale of the Series 2023 Bonds by the Authority to the Underwriter shall be subject to the execution by the Authority and the Underwriter of a Bond Purchase Contract (as defined herein) satisfactory to the Authority.

4. The agreements as defined above under the "Financing Documents", (collectively, the "Agreements"), as applicable, each be, and the same each hereby is, approved in the form presented to this meeting with such changes, insertions, deletions or omissions as shall hereafter be approved by the Authority's Chairperson or Vice Chairperson in consultation with Bond Counsel and Peter A. Tucci Jr. LLC,

the Authority's general counsel ("General Counsel"). The Authority's Chairperson and Vice Chairperson be, and each hereby is, authorized and directed on behalf of the Authority to execute and deliver each of the Agreements and the Secretary of the Authority is hereby authorized and directed to affix the seal of the Authority to each of the Agreements and to attest to the signatures of the Chairperson and Vice Chairperson on each of the Agreements as applicable.

5. The Financial Advisor is hereby authorized and directed to submit an application to Moody's, to obtain a rating on the Series 2023 Bonds prior to the pricing thereof and any prior submissions or application by the Financial Advisor on behalf of the Authority are hereby ratified and confirmed.

6. The Authority's Chairperson and Vice Chairperson are each hereby authorized and directed, in consultation with Bond Counsel, to negotiate the terms of a Bond Purchase Contract, to be dated the date of sale of the Series 2023 Bonds, between the Authority and the Underwriter (the "Bond Purchase Contract"). The Chairperson and Vice Chairperson be, and each hereby is, authorized and directed on behalf of the Authority to approve the terms of the aforesaid Bond Purchase Contract and to execute and deliver said Bond Purchase Contract to the Underwriter. The Authority's Chairperson or Vice Chairperson are each hereby authorized and directed to execute and deliver the Series Certificate required pursuant to the provisions of Sections 202 and 203 of the Bond Resolution to reflect the terms of the Series 2023 Bonds upon original issuance.

7. Counsel to the Underwriter is hereby authorized and directed to prepare the Preliminary Official Statement to be used in connection with the marketing of the Series 2023 Bonds.

8. The distribution by the Authority, in consultation with the Underwriter, Bond Counsel and General Counsel, of a Preliminary Official Statement to be used in connection with the marketing of such Series 2023 Bonds by the Underwriter, is hereby approved. The Chairperson and the Vice Chairperson of the Authority are each hereby authorized and directed to execute and deliver a certificate to the Underwriter that "deems final" the Preliminary Official Statement pursuant to the provisions of the Rule (as defined herein).

Upon the sale of the Series 2023 Bonds to the Underwriter, the Preliminary Official Statement shall be so modified, in consultation with Bond Counsel and General Counsel, to reflect the effect of the Bond Purchase Contract and any other revisions not inconsistent with the substance thereof deemed necessary or advisable by Bond Counsel and General Counsel; and said Preliminary Official Statement as so modified shall constitute the final Official Statement. The Chairperson and Vice Chairperson each be, and each hereby is, authorized and directed on behalf of the Authority to execute and deliver said Official Statement. In connection therewith, the County and the Corporation, who are determined by the Authority to be "Obligated Persons" (as defined under the Rule (as defined herein)) will each enter into a continuing disclosure agreement" as described above, evidencing the contractual undertaking of each the County and the Corporation to comply with the requirements of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented (the "Rule") and to deliver the respective continuing disclosure agreements to the Underwriter in connection with the offer and sale of the Series 2023 Bonds.

9. The Authority hereby acknowledges that it will execute and deliver the Loan Agreement for the undertaking of the Housing Project and financed with a portion of the proceeds of the Series 2023 Bonds.

10. Prior to delivery of any of the Series 2023 Bonds upon original issuance and notwithstanding anything to the contrary, the Chairperson or Vice Chairperson of the Authority may, by execution of the Series Certificate evidencing same, modify or amend any of the terms or provisions of the Bond Resolution in any respect or for any purpose without any further action by the members of the Authority; provided, however, that such modifications or amendments shall be approved by the Authority's Chairperson or Vice Chairperson in consultation with the Authority's Bond Counsel and General Counsel.

11. The Chairperson, Vice Chairperson, Secretary, or any other Authority Officer, official or professional, be, and each of them hereby is, authorized and directed to execute and deliver any and all documents, certificates, agreements and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Bond Resolution, the Agreements, the Financing Documents, the Preliminary Official Statement, the Official Statement and the Bond Purchase Contract and for the authorization, sale and issuance of the Series 2023 Bonds. The execution by such officers of any such documents, certificates and agreements with such changes, insertions or omissions as shall be approved by the Authority's Chairperson or Vice Chairperson in consultation with the Authority's Bond Counsel and General Counsel shall be conclusive evidence of the approval of such changes, insertions or omissions and no further ratification or other action by the Authority members shall be required with respect thereto.

12. The Authority's Bond Counsel and General Counsel are each hereby authorized and directed to arrange for the publication of the Notice of Adoption of Resolution on or about August 30, 2023 in an Authorized Newspaper of the Authority.

13. Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to such terms in the Resolution.

14. This resolution shall become effective immediately.



**CERTIFICATE**

I, MICHAEL R. F. BRADLEY, Secretary of the Passaic County Improvement Authority (the "Authority"), DO HEREBY CERTIFY that the above resolution entitled "Resolution of the Passaic County Improvement Authority Authorizing Certain Actions and Approving Certain Documents Necessary in Connection with the Issuance of the Authority's Proposed Not To Exceed \$14,000,000 Aggregate Principal Amount of County-Guaranteed Revenue Bonds, Series 2023 (Senior Housing Project)" (the "Resolution") was duly adopted by the Authority at a regular meeting held on August 23, 2023 duly called and held in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and that said Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this \_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
MICHAEL R. F. BRADLEY, Secretary

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Michael Ramaglia				
Wayne Alston				
Michael Bradley				
Michael Glovin, Vice Chairman				
Dennis Marco, Chairman				

**RESOLUTION NO. R-23-027**

**RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF PASSAIC  
GUARANTEED REVENUE BONDS (SENIOR HOUSING PROJECT), SERIES 2023  
OF THE PASSAIC COUNTY IMPROVEMENT AUTHORITY**

Adopted: August 23 2023

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**RESOLUTION AUTHORIZING THE ISSUANCE OF  
COUNTY OF PASSAIC GUARANTEED REVENUE BONDS  
(SENIOR HOUSING PROJECT), SERIES 2023 OF THE  
PASSAIC COUNTY IMPROVEMENT AUTHORITY**

**WHEREAS**, The Passaic County Improvement Authority (including any successors and assigns, the “*Authority*”) has been duly created by resolution duly adopted by the Board of Chosen Freeholders (now known as the Board of County Commissioners) (the “*Board of County Commissioners*”) of the County of Passaic (the “*County*”) in the State of New Jersey (the “*State*”) as a public body corporate and politic of the State pursuant to and in accordance with the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the “*Act*”), and other applicable law;

**WHEREAS**, the Passaic County Affordable Housing Corporation (the “*Corporation*”), a New Jersey not-for-profit corporation and a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”), proposes to acquire certain real estate (the “*Project Site*”) located in the Borough of Pompton Lakes (the “*Borough*”), and to construct thereon a multifamily rental housing project (collectively, the “*Housing Project*”), comprising approximately 50 one-bedroom units, exclusively for use by low and moderate income senior citizen households with preference for veterans and Borough residents;

**WHEREAS**, the Project Site is expected to be acquired by the Corporation pursuant to a Purchase and Sale Agreement (the “*Purchase and Sale Agreement*”) between the County, as seller, and the Corporation, as buyer;

**WHEREAS**, pursuant to the Purchase and Sale Agreement, the Corporation will be required to pay the purchase price for the Project Site in multiple installments over time (the “*Deferred Project Site Purchase Payments*”), as and when sufficient Project operating revenues are available for such payments;

**WHEREAS**, the Corporation expects to enter into a Housing Assistance Payments Contract (the “*HAP Contract*”) with the Passaic County Public Housing Agency (the “*Agency*”), by which the Agency will agree, subject to the satisfaction of certain requirements, to make certain periodic subsidy payments to the Corporation (the “*HAP Payments*”), which are expected to be derived from periodic payments from the United States Department of Housing and Urban Development to the Agency, in support of the affordable housing units to be provided by the Housing Project;

**WHEREAS**, the Corporation expects to charge rents in respect of the use and occupancy of the units comprising the Housing Project (the “*Rents*”), which rents shall be subject to certain limitations imposed by the HAP Contract and applicable federal and state regulations;

**WHEREAS**, in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “*LRHL*”), the governing body of the Borough has, by resolution adopted on \_\_\_\_\_, 20\_\_, designated a portion of the Borough, including the Project Site, as a non-condemnation area in need of redevelopment (the “*Redevelopment Area*”);

**WHEREAS**, in accordance with the LRHL, the governing body of the Borough has, by ordinance finally adopted on July 19, 2023, adopted a redevelopment plan governing the Redevelopment Area (the “*Redevelopment Plan*”);

**WHEREAS**, in accordance with the LRHL, the Borough’s designated redevelopment entity, the Pompton Lakes Redevelopment Agency, has, by resolution adopted on August 21, 2023, designated the Corporation as the redeveloper of the Project Site and has authorized the execution and delivery of a redevelopment agreement with the Corporation, by which the Corporation has agreed to construct the Housing Project;

**WHEREAS**, in accordance with the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the governing body of the Borough has, by ordinance finally adopted on August 16, 2023, authorized the execution and delivery of a financial agreement with the Corporation, by which the Corporation has agreed to pay certain service charges in lieu of property taxes on the Project Site and the Project;

**WHEREAS**, pursuant to Section 37 (“*Section 37*”) of the Act (N.J.S.A. 40:37A-80) and other applicable law, the Board of County Commissioners of the County has finally adopted a guaranty ordinance on July 18, 2023 (the “*Guaranty Ordinance*”) in support of the redevelopment project consisting of the construction of the Veterans Housing Project by the Corporation;

**WHEREAS**, in furtherance thereof, the Authority has determined to issue and sell up to \$14,000,000 aggregate principal amount of its County of Passaic Guaranteed Revenue Bonds (Senior Housing Project), Series 2023 (the “*Series 2023 Bonds*”) to finance certain costs of the Housing Project; and

**WHEREAS**, the County and the Authority have determined that it in their best interests to, among other things: (i) issue the Series 2023 Bonds for the purpose of financing the costs of constructing the Housing Project, (ii) authorize and execute a loan agreement by and between the Authority and Corporation, (iii) adopt the Guaranty Ordinance, execute the hereinafter-defined Guaranty Agreement and execute a certificate of guaranty on the face of each Series 2023 Bond (collectively, the “*County Guaranty*”), authorizing the guaranty of the principal of and interest on the Series 2023 Bonds, (iv) authorize and execute the hereinafter-defined Subsidy and Deficiency Agreement for the Series 2023 Bonds to provide for an initial County capital contribution and certain ongoing County subsidy payments and deficiency payments pursuant to N.J.S.A. 40:37A-79 of the Act as more fully described herein, and (v) take any and all other actions deemed necessary, desirable and convenient in connection with matters detailed herein (collectively, the “*Series 2023 Project*”);

**WHEREAS**, the Series 2023 Bonds shall be sold by negotiated sale to one or more entities as determined by the Authority, as underwriter(s) (collectively, the “*Underwriter*”) of the Series 2023 Bonds, the terms of which sale shall be as set forth in that certain Bond Purchase Agreement (as defined herein);

**WHEREAS**, the Series 2023 Bonds shall be issued pursuant to the terms of this bond resolution, as may be amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority to be dated the date of issuance

of the Series 2023 Bonds (collectively, the “*Bond Resolution*”), the Act and other applicable law;

**WHEREAS**, the payment of the principal (including mandatory sinking fund installments, if any) of, and interest (at interest rates not to exceed the maximum rates set forth in the Local Finance Board Application) on the Series 2023 Bonds, but not any redemption premium, shall be fully, unconditionally and irrevocably guaranteed in accordance with (i) the terms of the Guaranty Ordinance, (ii) by a guaranty certificate to be executed by an authorized officer of the County within each Series 2023 Bond and (iii) a Guaranty Agreement to be dated the date of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*Guaranty Agreement*”) by and between the County and the Authority, setting forth, among other things, the County’s obligation to make any such guaranty payments in accordance with and within the parameters set forth in this Guaranty Ordinance and the Bond Resolution, all pursuant to Section 37 and other applicable law, which payments are included as part of the hereinafter-defined Trust Estate applicable to the Series 2023 Bonds pledged by the Authority to the Trustee under the Bond Resolution (the “*Trustee*”);

**WHEREAS**, simultaneously with the issuance of the Series 2023 Bonds, the Authority and the Corporation will each enter into a Loan Agreement (the “*Loan Agreement*”), by which the Corporation will agree to make certain periodic loan repayments to the Authority (the “*Loan Repayments*”) in amounts that are sufficient, in both time and amount, to pay all debt service requirements in respect of the Series 2023 Bonds, taking into account various credits, as provided therein;

**WHEREAS**, the Loan Repayments are expected to be derived from, and will be secured by a pledge and assignment of, all revenues received by the Corporation, including but not limited to the Rents and the HAP Payments;

**WHEREAS**, simultaneously with the issuance of the Series 2023 Bonds, the County, the Authority and the Trustee will each enter into a Capital Contribution, Subsidy and Deficiency Agreement to be dated the date of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*Subsidy and Deficiency Agreement*”), setting forth, among other things, the rights to receive payment from the County, subject to annual appropriation, pursuant to N.J.S.A. 40:37A-79 of the Act, representing (i) an initial capital contribution in support of the Veterans Housing Project, (i.e., the “*Capital Contribution*”, as defined therein), (ii) certain scheduled payments to be made by the County in support of the Veterans Housing Project (i.e., the “*Subsidy Payments*”, as defined therein) and (iii) certain voluntary payments in the case of any Deficiency (as defined herein), prior to any mandatory payment under the County Guaranty (i.e., the “*Deficiency Payments*”, as defined therein);

**WHEREAS**, the debt service payable on the Series 2023 Bonds is expected to be paid from, and will be secured by, the revenues received by the Corporation, together with any Subsidy Payments and Deficiency Payments made from time to time by the County;

**WHEREAS**, payment of the principal of (including mandatory sinking fund installments, if any) and interest on the Series 2023 Bonds, shall be secured by the Trust Estate (as defined herein), including the above-referenced sources and any payments made from time to time by the

County under the County Guaranty (the “*Guaranty Payments*”);

**WHEREAS**, pursuant to the Loan Agreement and this Bond Resolution, all revenues received by (or for the benefit of) the Corporation will be deposited with the Trustee, and will thereupon be used to make the Loan Repayments, pay the costs of operating and maintaining the Housing Project, provide necessary reserves, pay the Deferred Project Site Purchase Payments to the County, and reimburse the County for any and all Deficiency Payments and Guaranty Payments;

**WHEREAS**, to further secure the payment of the Deferred Project Site Purchase Payments and the reimbursement of the Deficiency Payments and Guaranty Payments, the Corporation will execute and deliver (i) a Mortgage to be dated the date of issuance of the Series 2023 Bonds (the “*Mortgage*”), granting to the County a first lien mortgage on the Project Site and the Housing Project; (ii) a Security Agreement to be dated the date of issuance of the Series 2023 Bonds (the “*Security Agreement*”), granting to the County a security interest in the Corporation’s personal property, accounts, rents and general intangibles, subject only to such lien (if any) as may be granted by the Corporation to the Authority or the Trustee to secure payment of the Loan Repayments, and (iii) an Assignment of Leases to be dated the date of issuance of the Series 2023 Bonds (the “*Assignment of Leases*”), assigning to the County all leases and proceeds thereof, subject only to such assignment (if any) as may be granted by the Corporation to the Authority or the Trustee to secure payment of the Loan Repayments;

**WHEREAS**, the Mortgage, the Security Agreement and the Assignment of Leases (collectively, the “*County Security Documents*”) shall secure only the County, and shall not constitute security for the Series 2023 Bonds;

**WHEREAS**, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12 of the U.S. Securities and Exchange Commission (“*Rule 15c2-12*”), the County will be required to enter into that certain County Continuing Disclosure Agreement dated the first day of the month of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*County Continuing Disclosure Agreement*”) with the dissemination agent named therein, in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, pursuant to the terms of the County Continuing Disclosure Agreement, the Authority shall (i) not be considered a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, and (ii) be required to provide certain material events notices in accordance with Rule 15c2-12, and accordingly, the Authority shall be required to provide such material events notices under the terms of the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, the Corporation, as a “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12, shall be required to enter into that certain Corporation Continuing Disclosure Agreement dated the first day of the month of issuance of the Series 2023 Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “*Corporation Continuing Disclosure Agreement*”) with the dissemination agent named therein, in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

**WHEREAS**, in accordance with the Act and N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the Authority has made an application (the “*Local Finance Board Application*”) seeking findings from the Local Finance Board (the “*Local Finance Board*”) in the Department of Local Government Services of the State Department of Community Affairs;

**WHEREAS**, the Local Finance Board issued positive findings and approval in respect of the Local Finance Board Application at its meeting held on July 12, 2023;

**WHEREAS**, in order to market and sell the Series 2023 Bonds by negotiated sale the Authority shall have authorized (a) the distribution of a preliminary official statement “deemed final” within the meaning and for the purposes of Rule 15c2-12 describing the terms of the Series 2023 Bonds (the “*Preliminary Official Statement*”); (b) the execution and delivery of a bond purchase agreement (the “*Bond Purchase Agreement*”) with the Underwriter to purchase all or a portion of the Series 2023 Bonds; and (c) the execution and delivery of a final Official Statement incorporating the terms of the sale of the Series 2023 Bonds and certain other information into the Preliminary Official Statement (the “*Official Statement*”, and together with the Preliminary Official Statement, and the Bond Purchase Agreement, and any of the same or other offering or sale documents that may be required, the “*Sale Documents*”);

**WHEREAS**, in accordance with Section 13 (“*Section 13*”) of the Act (N.J.S.A. 40:37A-56), the Authority has heretofore made a detailed report regarding the Series 2023 Project to the Board of County Commissioners, which report includes, without limitation, descriptions of the the Series 2023 Bonds, this Bond Resolution, the Loan Agreement, the County Security Documents, the County Continuing Disclosure Agreement, the Corporation Continuing Disclosure Agreement, the County Guaranty, the Guaranty Agreement, the Subsidy and Deficiency Agreement and, to the extent available, the Sale Documents (collectively, the “*Financing Documents*”), and which report was accepted by the County by resolution adopted by the Board of County Commissioners on July 18, 2023 pursuant to Section 13;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Passaic County Improvement Authority as follows:

**ARTICLE I**

**DEFINITIONS**

**ARTICLE II Definitions.**

**ARTICLE III** The following defined terms shall have the respective meanings ascribed to such terms in the preambles hereof:

**Act**  
**Agency**  
**Assignment of Leases**  
**Authority**  
**Board of County Commissioners**  
**Bond Purchase Agreement**  
**Bond Resolution**  
**Borough**  
**Capital Contribution**  
**Code**  
**Corporation**  
**Corporation Continuing Disclosure Agreement**  
**County**  
**County Continuing Disclosure Agreement**  
**County Guaranty**  
**County Security Documents**  
**Deferred Project Site Purchase Payments**  
**Deficiency Payments**  
**Financing Documents**  
**Guaranty Agreement**  
**Guaranty Ordinance**  
**Guaranty Payments**  
**HAP Contract**  
**HAP Payments**  
**Housing Project**  
**Loan Agreement**  
**Loan Repayments**  
**Local Finance Board**  
**Local Finance Board Application**  
**LRHL**  
**Mortgage**  
**Preliminary Official Statement**  
**Project Site**  
**Purchase and Sale Agreement**  
**Official Statement**  
**Redevelopment Area**  
**Redevelopment Plan**  
**Rents**  
**Rule 15c2-12**

**Sale Documents**  
**Section 13**  
**Section 37**  
**Security Agreement**  
**Series 2023 Bonds**  
**Series 2023 Project**  
**State**  
**Subsidy and Deficiency Agreement**  
**Subsidy Payments**  
**Trustee**  
**Underwriter**

**ARTICLE IV**The following defined terms shall, for all purposes of this Bond Resolution, have the following meanings:

**“Accounts”** shall mean any account established in any of the Funds established by Article V hereof.

**“Additional Bonds”** means all Bonds authenticated and delivered pursuant to Section 2.04 hereof.

**“Additional Loan Payment”** shall mean any amount payable by the Corporation at the times and under the other terms of the Loan Agreement, other than Basic Loan Payments, including without limitation, (i) Administrative Expenses not otherwise provided from a portion of the proceeds of the Bonds, including the second and succeeding Bond Year Administrative Fee, (ii) interest on any past due Loan Payments payable at the Overdue Rate (but not any such past due Basic Loan Payment), (iii) any Optional Prepayment in accordance with Section 701 of the Corporation Loan Agreement, and (iv) any Mandatory Prepayment in accordance with Section 702 of the Loan Agreement.

**“Administrative Expense Account”** shall mean the Account within the Administrative Fund so designated and established by Article V hereof.

**“Administrative Expenses”** shall mean the fees and expenses which are incurred from time to time by or on behalf of the Authority, the County, or the Corporation, in carrying out their respective rights and duties under the terms of the Financing Documents, including, without limitation, accounting, administrative, financial advisory, and legal expenses, the fees and expenses of the Trustee, any paying agents or any other fiduciaries or agents acting on behalf of the Authority, the County, or the Corporation, under or pursuant to the terms of the Financing Documents, which amounts shall be due and payable by the Corporation as an Additional Loan Payment at the times set forth in the Financing Documents, or, as applicable, upon presentation of an invoice for payment.

**“Administrative Fund”** means the Fund so designated and established by Article V hereof, consisting of a Costs of Issuance Account and an Administrative Expense Account.

**“Authorized Newspapers”** shall mean (i) one newspaper which is customarily published and generally circulated at least once in each calendar week in the County, and (ii) one newspaper which is customarily published in the Borough of Manhattan, City and State of New York, at least once a day for a least five days (other than legal holidays) in each calendar week, each of which newspapers is printed in the English language; *provided however* that with respect to the redemption of Bonds, “Authorized Newspapers” shall refer only to the newspaper which is described in clause (ii) of this definition.

**“Authorized Officer”** or **“Authorized Representative”** shall mean, (i) 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 or by the Vice Chairman of the Authority, which certificate shall set forth such authorization and shall contain the specimen signatures of each such person; (ii) with respect to the Trustee: any officer of the Trustee authorized by the Trustee to act or execute documents on behalf of the Trustee; (iii) with respect to Corporation: any officer of the Corporation authorized by the Corporation to act or execute documents on behalf of the Corporation; and (iv) with respect to the County, the County Administrator of the County and, when used with reference to an act or document, also means any other person who shall be authorized by State statute, ordinance, resolution, by-laws or Administrative Code of the County to perform such act or to execute such document or any other person or persons who shall be authorized by resolution or ordinance of the Board of County Commissioners to act on behalf of the County or by a written certificate duly executed on behalf of the County by the County Administrator of the County, which certificate shall set forth such authorization and shall contain the specimen signatures of each such person.

**“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. If no other rate shall be so established by the Trustee, the Base Rate shall be the Trustee’s prime rate as determined from time to time.

**“Basic Loan Payment”** shall mean, as of each Basic Loan Payment Date, the amount set forth in **Exhibit A-3** to the Loan Agreement corresponding to such Basic Loan Payment Date and designated as a Basic Loan Payment.

**“Basic Loan Payment Date”** shall mean the first calendar day of each month, commencing \_\_\_\_\_ 1, 2023, or if not a Business Day, the first Business Day prior to such date.

**“Board”** shall mean the governing body of the Authority, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the powers and duties granted or imposed by the Bond Resolution shall be given by law.



**“Bond” or “Bonds”** shall mean any of the Bonds of any Series issued pursuant to the terms of this Bond Resolution, including the Series 2023 Bonds and any Additional Bonds, or any Bonds that are thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Section 4.07 or 11.10 hereof.

**“Bond Counsel”** shall mean Archer & Greiner P.C., or any other attorney at law, or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exclusion of interest on bonds or other obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state.

**“Bond Year”** shall mean (i) with respect to any Series of Outstanding Bonds, including the Series 2023 Bonds, a period of 12 consecutive months beginning on \_\_\_\_\_ of any calendar year and ending on \_\_\_\_\_ of the immediately succeeding calendar year except that (ii) the first Bond Year with respect to the Series 2023 Bonds shall be a period commencing on the date of issuance of the Series 2023 Bonds and ending on \_\_\_\_\_, 20\_\_ and (iii) the first Bond Year with respect to any other Series of Bonds shall be a period commencing on the date of issuance of such Series of Bonds and ending on the succeeding \_\_\_ day of \_\_\_\_\_.

**“Bondholder,” “Bond Holder,” “Holder” or “Holder of Bonds”** shall mean the registered owner of any Series of Bonds of the Authority, including the Authority’s Series 2023 Bonds.

**“Business Day”** shall mean, with respect to the Bonds of any Series, any day other than (i) a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the Principal Office of the Authority, the Trustee or the Paying Agent is located, are closed, or (ii) a day on which the New York Stock Exchange is closed.

**“Capital Contribution Account”** shall mean the Account within the Project Fund so designated and established by Article V hereof.

**“Capitalized Interest Account”** shall mean the Account within the Debt Service Fund so designated and established by Article V hereof.

**“Certificate”** shall mean a written certificate signed in the name of the Authority, the County, the Corporation or the Trustee. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the instruments so combined shall be read and construed as a single instrument.

**“Code”** shall mean the Internal Revenue Code of 1986, as amended and supplemented, and the Treasury regulations promulgated pursuant thereto.

**“Collection Account”** shall mean the account so designated, to be established by the Corporation pursuant to Section 301 of the Loan Agreement.

**“Completion Certificate”** shall mean with a certificate in the form attached as **Exhibit B** to the Loan Agreement, executed by an Authorized Officer of the Corporation and acknowledged as to form only by an Authorized Officer of the Authority, evidencing, among other

things, that the Housing Project has been completed in accordance with the Plans and Specifications therefor, and determining any matters regarding the application of excess funds in accordance with Section 5.02 of the Bond Resolution.

**“Completion Project”** shall mean any completion, additions, enlargements, improvements, expansions, repairs, restorations or reconstructions of the Housing Project, including, without limitation, all real and personal property and rights therein and any appurtenances that are necessary or useful and convenient therefor, which shall be funded through any combination of the issuance of Additional Bonds, any grant or subsidized funding from the Federal, State or local government or other source, the equity contribution of any Interested Party, or otherwise. To the extent such Completion Project shall be funded in whole or in part by Additional Bonds of the Authority, the Loan Agreement shall be amended and supplemented (with the Corporation’s consent), including as applicable the Basic Loan Payment schedule, to reflect the increased principal of and interest due on any Series of Additional Bonds issued to fund all or a portion of such Completion Project. The Authority may, at its sole discretion, issue Additional Bonds for any Completion Project, but it is under no obligation to do so.

**“Contractor”** shall mean any contractor, subcontractor or other third-party designated by the Corporation through a Development Contract or otherwise, in any such case as the entity obligated to design, permit, acquire, construct and/or install all or a portion of the Housing Project.

**“Corporation Account”** shall mean the Account within the Project Fund so designated and established by Article V hereof.

**“Cost”, “Costs”, “Costs of the Project”, “Project Cost” or “Project Costs”** shall mean and be deemed to include, together with any other proper item of cost not specifically mentioned herein, whether incurred prior to or after the date of any Financing Document, (i) costs of and expenses related to the design, permitting, acquisition, construction, installation, operation, maintenance, and financing of the Housing Project; including, without limitation, costs and expenses related to any Contractor, the Plans and Specifications, and/or any other costs and expenses related to any Development Contract, the costs of payment of, or reimbursement for, advances, deposits, down-payments or progress payments, administrative costs, insurance costs, costs of surety, construction or performance or payment bonds, financing payments, sales taxes, excise taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs, printing costs, reproduction and binding costs, Administrative Expenses, costs of Rating Agencies, credit ratings or credit enhancement, fees for the printing, execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing; the cost of insurance; (ii) any sums required to reimburse the Interested Parties for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the Housing Project; (iii) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond Resolution; and (iv) such other expenses not specified herein as may be necessary or incidental to the implementation of the Housing Project, including those incurred by the Interested Parties and including costs and expenses related to the placing of the Housing Project in use and operation.

**“Costs of Issuance”** shall mean all items of expense directly or indirectly payable by or reimbursable to any Interested Parties and related to the authorization, execution, sale and delivery of the Bonds of any Series, including the Series 2023 Bonds, including, but not limited to, bond insurance costs or costs of other credit enhancement, Rating Agency fees, advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any such Interested Parties, the fees and expenses to be paid to the underwriters of a particular Series of Bonds (which fees and expenses, including their counsel, may be paid as a discount from Bond proceeds, rather than from the Costs of Issuance Account), including the Series 2023 Bonds, legal and financial advisory fees and expenses of such Interested Parties, and initial charges, and all other initial fees and disbursements contemplated by the Financing Documents.

**“Costs of Issuance Account”** shall mean the Account within the Administrative Fund so designated and established by Article V hereof.

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

**“County Security”** shall mean all of the rights granted to the County pursuant to the County Security Documents.

**“Debt Service Fund”** means the Fund so designated and established by Article V hereof, consisting of an Interest Account, and a Principal Account.

**“Default”** shall mean an event or condition, the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default with respect to **the** Bonds, including the Series 2023 Bonds.

**“Development Contract”** shall mean any contract obligating any contractor, subcontractor or other third-party, as Contractor and on behalf of the Corporation, to design, permit, acquire, construct and/or install all or a portion of the Housing Project. Nothing in any Development Contract shall relieve the Corporation from its obligations under the Loan Agreement and the other Financing Documents, which obligations shall include the Corporation’s continual obligation to design, permit, acquire, construct, install, operate and maintain the Housing Project.

**“Draw Date”** shall have the meaning ascribed to such term in Section 510(b) of the Loan Agreement, and shall not be a regularly scheduled set of dates, but shall occur no more frequently than twice a month.

**“Draw Papers”** shall have the meaning ascribed to such term in Section 510(c) of the Loan Agreement.

**“DTC”** shall mean The Depository Trust Corporation, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds, including the Series 2023 Bonds.

“**Event of Default**” shall mean any occurrence or event designated as such in Section 9.01 of the Bond Resolution.

“**Fiduciary**” or “**Fiduciaries**” shall mean individually or collectively, as the case may be, the Trustee or the Paying Agent under the Bond Resolution.

“**Funds**” shall mean any of the funds established by Article V of the Bond Resolution.

“**General Fund**” shall mean the Fund so designated and established by Article V of the Bond Resolution.

“**HAP Payments**” shall have the meaning ascribed thereto in the Recitals hereof. The HAP Payments will be **irrevocably assigned** by the Corporation to the Trustee pursuant to **Section** \_\_\_ of the Loan Agreement, subject to any HAP Requirements.

“**HAP Requirements**” shall mean the legal requirements applicable to the Section 8 project-based voucher program including, without limitation, the United States Housing Act of 1937, as amended; HUD regulations thereunder (and to the extent applicable, any HUD-approved waivers of regulatory requirements); any other federal laws, regulations, notices, and Executive Orders pertaining to the Section 8 project-based voucher program; and the HAP Contract.

“**Interest Account**” shall mean the Account within the Debt Service Fund so designated and established by Article V of the Bond Resolution.

“**Interest Payment Date**” shall mean, the date on which interest on the Bonds, including the Series 2023 Bonds, is required to be paid to the Holders thereof, (i) being the first (1<sup>st</sup>) day of each \_\_\_\_\_ and \_\_\_\_\_ until final maturity of the Bonds, including the Series 2023 Bonds, commencing \_\_\_\_\_ 1, 2024, which shall constitute a regularly scheduled Interest Payment Date, or the date of (ii) redemption or (iii) acceleration of the Bonds, including the Series 2023 Bonds.

“**Interest Portion**” shall mean, with respect to Basic Loan Payments due on any Basic Loan Payment Date, the portion of such Basic Loan Payment equal to one-sixth (1/6) of the interest due and owing on the Outstanding Bonds, including the Series 2023 Bonds, on the immediately succeeding Interest Payment Date, as set forth in **Exhibit A-3** to the Loan Agreement, less other amounts available under the Bond Resolution, if any, to make the payment on time and in full of the interest on the Bonds on the next occurring Interest Payment Date of the Bonds.

“**Interested Parties**” shall mean individually or collectively, as the case may be, the Authority, the County, the Corporation, the Trustee, or any other interested party with a right, duty or obligation under the Financing Documents, including any agents (including professional advisors) of any of the foregoing.

“**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 notes or bonds rated in the highest rating category by at least one of the Rating Agencies;

**ARTICLE V** 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 or other obligations 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;

**ARTICLE VI** 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; 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;

**ARTICLE VII** 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;

**ARTICLE VIII** 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;

**ARTICLE IX** 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;

**ARTICLE X** 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;

**ARTICLE XI** 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 10.09 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;

**ARTICLE XII** 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 10.09 hereof;

**ARTICLE XIII** Certificates of deposit, whether negotiable or non-negotiable, demand deposits, 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;

**ARTICLE XIV** Commercial paper rated at the date of investment in the highest rating category by the Rating Agencies;

**ARTICLE XV** 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), (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;

**ARTICLE XVI** 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;

**ARTICLE XVII** Interests in the State of New Jersey Cash Management Fund or other similar common trust fund for which the State Treasurer is the custodian;

**ARTICLE XVIII** Local government investment pools;

**ARTICLE XIX** Money market funds which seek to maintain a constant net asset value per share and are rated in the highest short term rating categories of such funds, by at least two Rating Agencies; and

**ARTICLE XX** Any other investments permitted under N.J.S.A. 40A:5-15.1, or any such successor statute.

**“Letter of Instructions”** shall mean the letter of instructions attached to any Tax Certificate as an exhibit thereto provided by Archer & Greiner P.C. or other Bond Counsel on the date of issuance and delivery of the Series of Bonds to which it applies, as such letter may be amended from time to time, as a source of guidance for compliance with the Code.

**“Loan Payments”** shall mean all amounts due and payable by the Corporation pursuant to the terms of the Loan Agreement, and shall consist of Basic Loan Payments and the Additional Loan Payments.

**“Local Finance Board Application”** shall mean the Authority’s application to the Local Finance Board in the Division of Local Government Services of the Department of Community Affairs dated June 21, 2023 with respect to the Series 2023 Bonds, which was the subject of a public hearing by and findings and approval resolution of the Local Finance Board on July 12, 2023.

**“Mandatory Prepayment”** shall have the meaning ascribed to such term in Section 702 of the Loan Agreement relating to the acceleration of the Bonds of any Series, including the Series 2023 Bonds.

**“Net Proceeds”** shall mean any insurance, condemnation, performance bond, or any other financial guaranty proceeds paid with respect to any portion of the Housing Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

**“Official Statement”** shall have the meaning set forth in Section 6.06 of this Bond Resolution.

**“Operating Budget”** shall have the meaning ascribed thereto in the Loan Agreement.

“**Operating Account**” shall mean the account so designated, to be established by the Corporation pursuant to **Section \_\_\_ of the Loan Agreement**.

“**Optional Prepayment**” shall have the meaning ascribed to such term in Section 701 of the Loan Agreement relating to the optional redemption of the Bonds of any Series, including the Series 2023 Bonds.

“**Outstanding**” or “**outstanding**” shall mean, when used with reference to Bonds of any Series, including the Series 2023 Bonds, as of any particular date (subject to the provisions of Section 13.08 hereof), all Bonds of such Series theretofore, or thereupon being, authenticated and delivered by the Trustee under this Bond Resolution, except: (i) Bonds of such Series theretofore or thereupon canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds of such Series with respect to which all liability of the Authority shall have been defeased or discharged in accordance with Article XII of the Bond Resolution; and (iii) Bonds of such Series in lieu of or in substitution for which other Bonds of such Series shall have been authenticated and delivered by the Trustee pursuant to any provision of this Bond Resolution.

“**Overdue Rate**” shall mean two percent (2%) per annum over the Base Rate, which rate shall change automatically and immediately as of the date the Trustee changes its Base Rate, without notice to any Interested Parties.

“**Owner**” or “**Registered Owner**” of a Bond shall mean the registered owner of any Series of Bonds of the Authority, including the Authority’s Series 2023 Bonds. as shown on the register kept by the Trustee pursuant to Section 3.04 of the Bond Resolution.

“**Paying Agent**” means the Paying Agent appointed pursuant to Section 10.02 of the Bond Resolution, and its successors.

“**Plans and Specifications**” shall mean the architectural and engineering drawings and specifications prepared by or for the benefit of the Corporation describing the Housing Project, including any Completion Project, as the case may be, as agreed to among the Corporation, the Authority **and the County** pursuant to Section 501 of the Loan Agreement.

“**Preliminary Official Statement**” shall have the meaning set forth in Section 6.05 of this Bond Resolution.

“**Principal Account**” shall mean the Account within the Debt Service Fund so designated and established by Article V of this Bond Resolution.

“**Principal Office**” shall mean, when used with reference to the Authority, the Trustee or the Paying Agent, the respective addresses of such parties as set forth in Section 13.07 hereof, and any further or different addresses as such parties may designate pursuant to Section 13.07 hereof, and with reference to the Corporation, the address set forth in **Exhibit A-2** to the Loan Agreement, as any such party may update from time to time in accordance with the terms of the Loan Agreement.

“**Principal Payment Date**” shall mean, the date on which principal (including Sinking Fund Installments, if any) of the Bonds, including the Series 2023 Bonds, is required to



be paid to the Holders thereof, (i) being the first (1<sup>st</sup>) day of each \_\_\_\_\_ until final maturity of the Series 2023 Bonds, commencing \_\_\_\_\_ 1, 202\_, each of which shall constitute a regularly scheduled Principal Payment Date, or the date of (ii) redemption or (iii) acceleration of the Bonds, including the Series 2023 Bonds.

**“Principal Portion”** shall mean, with respect to Basic Loan Payments due on any Basic Loan Payment Date, the portion of such Basic Loan Payment equal to one-twelfth (1/12) of the principal (including Sinking Fund Installments) of the Outstanding Bonds, including the Series 2023 Bonds, due and owing on the immediately succeeding Principal Payment Date, as set forth in **Exhibit A-3** attached to the Loan Agreement, less other amounts available under the Bond Resolution, if any, to make the payment on time and in full of the principal of (including Sinking Fund Installments) the Bonds on the next occurring Principal Payment Date of the Bonds.

**“Proceeds”** shall mean the aggregate moneys paid by the initial purchasers of the Bonds of any Series, including the Series 2023 Bonds, to the Trustee, including any accrued interest on the Bonds, which may be net of any applicable underwriter’s discount with respect to the applicable Series of Bonds.

**“Project Fund”** shall mean the Fund so designated and established by Article V hereof.

**“Rating Agency”** shall mean individually or collectively, as the case may be, Moody’s Investors Service, Standard & Poor’s, or any other nationally recognized rating agency that has rated the Bonds, including the Series 2023 Bonds, or any Series of Additional Bonds, which rating was sought and/or purchased by the Authority.

**“Rebate Amount”** shall have the meaning ascribed thereto in the Loan Agreement.

**“Rebate Fund”** shall mean the Fund so designated and established by Article V of this Bond Resolution.

**“Record Date”** shall mean with respect to an Interest Payment Date for a particular Series of Bonds, including the Series 2023 Bonds, unless otherwise provided by this Bond Resolution or a Supplemental Resolution authorizing such Series, the fifteenth (15<sup>th</sup>) day (whether or not such day shall be a Business Day) of the month preceding such Interest Payment Date.

**“Redemption Price”** shall mean, when used with reference to any Series of Bonds, including the Series 2023 Bonds or any portion thereof, the principal amount of such Bonds or such portion thereof and any premium thereon payable upon redemption thereof pursuant to the provisions of such Bonds and this Bond Resolution.

**“Replacement Costs”** shall mean any and all repairs, replacements and/or restorations of a capital (as distinct from operating) nature pertaining to the Housing Project, together with any and all additions, expansions and/or improvements thereto, whether anticipated or unanticipated, as may be deemed appropriate by the Corporation, provided all such activities shall occur on the Project Site.

**“Replacement Reserve Fund”** shall mean the Fund so designated and established by Article V of the Bond Resolution.

**“Replacement Reserve Deposit Amount”** shall mean, in respect of each Basic Loan Payment Date following completion of the Housing Project, the applicable “Annual Deposit Amount” divided by twelve (12). The “Annual Deposit Amount” shall mean, initially, Twenty Thousand Dollars (\$20,000), which amount shall be increased by three percent (3%) annually effective on each anniversary of the first Basic Lease Payment Date following completion of the Housing Project.

**“Reserved Rights”** shall mean the Authority’s right to retain the following under the Loan Agreement, which shall not be part of the Trust Estate pledged to the Trustee under Section 1.04 of the Bond Resolution:

- (i) Receive the Additional Loan Payments earmarked for purposes other than any Optional Prepayment or Mandatory Prepayment (which Optional Prepayment and Mandatory Prepayment Additional Loan Payments constitute part of the Trust Estate, and are therefore not reserved to the Authority), including without limitation (a) any Administrative Expenses, which the Authority shall be obligated to pay or cause to be paid to the Interested Parties due such Administrative Expenses, and (b) interest payable on past due Loan Payments at the Overdue Rate (but not the Basic Loan Payments that may be paid together with any payment at the Overdue Rate, which Basic Loan Payments constitute part of the Trust Estate, and are therefore not reserved to the Authority), provided, further, that the portion of which interest that is attributable to past due Basic Loan Payments may be assigned by the Authority to the County;

**ARTICLE XXI**Receive notices provided for in the Loan Agreement;

**ARTICLE XXII**Appoint, replace or remove such parties as shall be appointed, replaced or removed under the Loan Agreement at the direction of the Authority; and

**ARTICLE XXIII**The right to give or withhold consents, including consents to amendments, permitted or required of the Authority under the Loan Agreement.

**“Revenue Fund”** shall mean the Fund so designated and established by Article V of the Bond Resolution.

**“Revenues”** shall mean all gross income, interest income (including any investment income which is derived from the investment of any funds (other than the Capital Contribution Account of the Project Fund, the Administrative Expense Account or the Costs of Issuance Account of the Administrative Fund, or the Rebate Fund) held by the Trustee pursuant to the terms of this Bond Resolution), and all revenue received by the Corporation from any source whatsoever (including, but not limited to, from the ownership or operation of the Housing Project), including, but not limited to, all Rents and other income from the Housing Project (except deposits

held for security) received in connection with the leases or occupancy or services or otherwise received from or in regard to tenants of the Housing Project, all HAP Payments (whether received by the Corporation or paid directly to the Trustee for the account of the Corporation), any additional money deposited by the Corporation from time to time into the Revenue Fund, all business interruption insurance proceeds, and all rights to receive the same whether in the form of accounts, accounts receivable, general intangibles, contract rights, chattel paper, instruments or other rights and the proceeds thereof, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Corporation, and any other moneys, revenues or receipts which are specifically included in such definition by the terms of any Supplemental Resolution.

**“Series”** shall mean all of the Bonds, including the Series 2023 Bonds, authenticated and delivered on original issuance and identified pursuant to this Bond Resolution or any Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 4.07 or 11.10 hereof, regardless of variations in maturity, interest rate or other provisions.

**“Series 2023 Bondholder,” “Series 2023 Bond Holder,” “Holder of Series 2023 Bonds,”** shall mean the registered owner of any Series 2023 Bonds.

**“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 and with respect to the Series 2023 Bonds, Section 2.03(6)(a) hereof, or the applicable Supplemental Resolution.

**“Supplemental Resolution”** shall mean the Certificate or Certificates of an Authorized Officer of the Authority referred to in Section 2.02(1)(d) hereof and/or any resolution or resolutions of the Authority amending, modifying or supplementing this Bond Resolution, authorizing the issuance of a Series of Additional Bonds, or any other Supplemental Resolution adopted by the Authority pursuant to the provisions of this Bond Resolution.

**“Tax Certificate”**, with respect to any Series of Bonds issued as Tax-exempt Bonds (including the Series 2023 Bonds), means the “Tax Certificate as to Arbitrage and Instructions as to Compliance with the Provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended” or similar document executed and delivered by an Authorized Officer of the Authority on the date of issuance of such Series of Bonds, as the same may be supplemented and amended from time to time in the extent the interest on such Series of Bonds is excludable from the gross income of the Holders thereof for Federal income tax purposes.

**“Tax-exempt Bonds”** shall mean any Series of Bonds (including the Series 2023 Bonds) the interest on which is intended to be excludable from gross income of the Holders thereof for Federal income tax purposes, and with respect to which an opinion of Bond Counsel is delivered to the effect that interest on such Series of Bonds is excluded from gross income pursuant to Section 103 of the Code.

**“Trust Estate”** shall mean all right, title and interest of the Authority in, to and under (i) the Revenues, (ii) all Subsidy Payments actually paid by the County from time to time and deposited with the Trustee, (iii) with respect to the Series 2023 Bonds only, all Deficiency Payments actually paid by the County from time to time and deposited with the Trustee, and all Guaranty Payments payable by the County and the right to receive same, (iv) all moneys and securities held in any Funds and Accounts established under the Bond Resolution, except for moneys or securities held in (A) Capital Contribution Account of the Project Fund, (B) the Administrative Expense Account or the Costs of Issuance Account of the Administrative Fund, or (C) the Rebate Fund, (v) the Loan Agreement, including the Loan Repayments and the right to receive same, except for the Reserved Rights (which shall be retained by the Authority), and (vi) any other amounts received from any other source by or on behalf of the Authority and pledged by the Authority as security for the payment of the Bonds, all of which as shall have been pledged by the Authority to the Trustee pursuant to Section 1.04 of this Bond Resolution as security for the payment of the principal, redemption premium, if any, and interest on the Bonds. None of the County Security shall be part of the Trust Estate.

**“Trustee”** shall mean the Trustee appointed pursuant to Section 10.01 of the Bond Resolution, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the provisions of the Bond Resolution.

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

**ARTICLE XXV**“This Bond Resolution” means this instrument as originally adopted and as it may be supplemented, modified or amended from time to time by any Certificate of an Authorized Officer in accordance with Article II hereof, or in accordance with any Supplemental Resolution, unless in the case of any one or more Certificates or Supplemental Resolutions, the context requires otherwise.

**ARTICLE XXVI**All reference in this Bond Resolution to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Bond Resolution. The words “herein”, “hereof”, “hereunder” and “herewith” and other words of similar import refer to this Bond Resolution as a whole and not to any particular Article, Section or other subdivision hereof.

**ARTICLE XXVII**The terms defined in this Bond Resolution include the plural as well as the singular.

**ARTICLE XXVIII**Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

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

**ARTICLE XXX Authority for this Bond Resolution.** This Bond Resolution is adopted pursuant to the provisions of the Act and constitutes a resolution authorizing bonds pursuant to the Act. Promptly after the initial adoption of this Bond Resolution, an Authorized Officer of the

Authority shall cause the estoppel notice contemplated by Section 19 of the Act (N.J.S.A. 40:37A-62) to be published in an Authorized Newspaper.

**ARTICLE XXXI Bond Resolution and Bonds Constitute a Contract; Pledge of Trust Estate.**

With respect to the Bonds, in consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under this Bond Resolution by those who shall hold the same from time to time: (i) this Bond Resolution and the Bonds issued hereunder shall be deemed to be and shall constitute a contract by and among the Authority, the Trustee and the Holders, from time to time, of such Bonds; (ii) the pledge made herein to the Trustee to pay its fees and expenses shall in every respect be subordinate to the pledge made herein to the Trustee for the benefit of the Holders of the Bonds; (iii) the pledge made herein and the duties, covenants, obligations and agreements set forth herein to be observed and performed by or on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction as to lien or otherwise, except as expressly provided herein or permitted hereby; (iv) the Authority, as security for the payment of the principal and Redemption Price, if any, of and the interest on the Bonds and as security for the observance and performance of any other duty, covenant, obligation or agreement of the Authority under this Bond Resolution, all in accordance with the provisions thereof and hereof, does hereby grant a security interest in and further does grant, bargain, sell, convey, pledge, assign and confirm to the Trustee the Trust Estate; (v) notwithstanding any other provision to the contrary herein, that portion of the pledge made in clause (iv) of this Section 1.04 to secure the payment of any redemption premium payable hereunder shall not include Deficiency Payments or Guaranty Payments; (vi) the pledge made hereby is valid and binding from the time when the pledge is made, and the Trust Estate shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act and regardless of whether held by the Trustee, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof; and (vii) the Bonds shall be special and limited obligations of the Authority payable from and secured solely by a pledge of the Trust Estate as provided hereby.

## **ARTICLE XXXII**

### **AUTHORIZATION AND ISSUANCE OF BONDS**

#### **ARTICLE XXXIII Authorization of Bonds; Designation of Bonds of Series.**

**ARTICLE XXXIV** This Bond Resolution authorizes Bonds of the Authority to be designated as “County of Passaic Guaranteed Revenue Bonds (Senior Housing Project), Series 20\_\_”, which may be issued in one or more Series. The aggregate principal amount of the Bonds that may be executed, authenticated and delivered under this Bond Resolution is not limited except as may hereafter be provided in this Bond Resolution or as may be limited by law.

**ARTICLE XXXV** The Bonds may, if and when authorized by the Authority pursuant hereto or pursuant to one or more Supplemental Resolutions, be issued in one or more Series, and the designation thereof, in addition to the name “County of Passaic Guaranteed Revenue Bonds (Veterans Housing Project), Series 20\_\_”, shall include such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

**ARTICLE XXXVI** Neither the State, the County (except to the extent of the County Guaranty) nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any, of or the interest on the Bonds, and neither the full faith and credit nor the taxing power of the State, the County (except to the extent of the County Guaranty) or any political subdivision thereof, including the Authority (which has no taxing power), is pledged to the payment of the principal or Redemption Price, if any, of or the interest on the Bonds. The County Guaranty does not secure redemption premium, if any.

#### **ARTICLE XXXVII General Provisions for Issuance of Bonds.**

**ARTICLE XXXVIII** All (but not less than all) of the Bonds of each Series shall be executed by the Authority for issuance under this Bond Resolution and delivered to the Trustee, and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order, but only upon the receipt by the Trustee of:

**ARTICLE XXXIX** A copy of this Bond Resolution, certified by an Authorized Officer of the Authority.

**ARTICLE XL** In the case of each Series of Additional Bonds, (1) a copy of the Supplemental Resolution authorizing such Series of Additional Bonds, certified by an Authorized Officer of the Authority, which shall, among other provisions, specify: (i) the authorized principal amount, designation and Series of such Additional Bonds; (ii) the purposes for which such Series of Additional Bonds are being issued, which shall be one of the purposes set forth in Section 2.04 hereof; (iii) the dated date and the maturity date or dates of such Series of Additional Bonds; (iv) the interest rate or rates of such Series of Additional Bonds and the initial Interest Payment Date therefor, provided that the interest rate shall be identical for all such Additional Bonds of like maturity; (v) the denominations of and the manner of dating, numbering and lettering such Series

of Additional Bonds, provided that such Additional Bonds shall be in denominations of \$5,000 or any integral multiple thereof as authorized by such Supplemental Resolution; (vi) the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of and the interest on such Series of Additional Bonds; (vii) the Redemption Price or Prices, if any, and, subject to Article IV hereof, the redemption terms for such Series of Additional Bonds; (viii) the amount and due date of each Sinking Fund Installment, if any, for such Series of Additional Bonds of like maturity; (ix) the form of such Series of Additional Bonds and the Trustee's certificate of authentication, which shall be substantially in the form set forth in Section 14.01 hereof for the Series 2023 Bonds, with such variations, insertions or omissions as are appropriate and not inconsistent therewith; and (x) the provisions for the application of the proceeds of such Series of Additional Bonds; and (2) such other items required pursuant to the provisions of Section 2.05 hereof.

**ARTICLE XLIA**An opinion of Bond Counsel to the effect that (i) the Authority has the right and power under the Act, as amended to the date of such opinion, to adopt this Bond Resolution; this Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect, and constitutes a valid and binding agreement of the Authority, enforceable against the Authority in accordance with its terms; and no other authorization for this Bond Resolution is required; (ii) this Bond Resolution creates the valid pledge that it purports to create of the Trust Estate, subject only to the provisions of this Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Bond Resolution; and (iii) the Authority is duly authorized and entitled to issue the Bonds of such Series; such Bonds have been duly and validly authorized and issued by the Authority in accordance with all applicable law, including the Act, as amended to the date of such opinion, and this Bond Resolution; and such Bonds constitute the valid and binding obligations of the Authority as provided in this Bond Resolution, enforceable against the Authority in accordance with their terms and the terms of this Bond Resolution, and are entitled to the benefits of the Act, as amended to the date of such opinion, and this Bond Resolution. Such opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and judicial discretion, and may state that no opinion is being rendered as to the availability of any particular remedy.

**ARTICLE XLIIA** written order to the Trustee as to the delivery of such Bonds, signed by an Authorized Officer of the Authority.

**ARTICLE XLIII**Notwithstanding any other provision to the contrary herein, in the case of the issuance of each Series of Series 2023 Bonds and where contemplated thereafter in accordance with the terms hereof, a Certificate of an Authorized Officer of the Authority setting forth (i) all of the items applicable to the Series 2023 Bonds that are detailed in subsection (b) above with respect to a Series of Additional Bonds, (ii) whether the Series 2023 Bonds will be issued in one or more Series, as contemplated by Section 2.03(1)(a) hereof, (iii) the final pricing terms of the Series 2023 Bonds, including interest rates, principal amortization and Sinking Fund Installments, payment dates and terms of redemption, all within the parameters of the Local Finance Board Application, (iv) the application of proceeds of the Series 2023 Bonds and other funding sources for the Housing Project (including the equity contribution of the Agency and/or the Corporation), (v) the terms of sale of the Series 2023 Bonds, within the parameters of the Local

Finance Board Application, (vi) the entities that shall constitute the Trustee and the Paying Agent for the Series 2023 Bonds, and (vii) subject to the parameters set forth in the definition of Series 2023 Bonds and the terms set forth in the Local Finance Board Application, 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 on August 23, 2023, the contents of which Certificate may be incorporated in this Bond Resolution without compliance with any other provision herein, including, without limitation, Article XI hereof. The Authorized Officer executing any such Certificate shall report the substance of such Certificate to the Board at the Board's next public meeting.

**ARTICLE XLIV** Such further documents, moneys and securities as are required by the provisions of Section 2.03 or 2.04 or Article XI hereof or by any Supplemental Resolution adopted pursuant to Article XI hereof.

**ARTICLE XLV** All the Bonds of each such Series of like maturity shall be identical in all respects, except as to denominations, numbers and letters. After the original issuance of Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article 111 or Section 4.07 or 11.10 hereof.

**ARTICLE XLVI Series 2023 Bonds; Application of Proceeds and Other Funds.**

**ARTICLE XLVII** One or more Series of Bonds entitled to the benefit, protection and security of this Bond Resolution is hereby authorized in the aggregate principal amount of not to exceed \$14,000,000 for the purpose of acquiring, constructing, renovating, installing, operating and maintaining the Housing Project as set forth in and in accordance with the terms of the Loan Agreement. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "County of Passaic Guaranteed Revenue Bonds (Senior Housing Project), Series 2023". The Series 2023 Bonds shall be sold in accordance with Section 6.04 hereof and all applicable law.

2. The Series 2023 Bonds shall be dated, and shall bear interest from, their date of issuance, on the basis of a 360-day year consisting of twelve 30-day months, and shall otherwise be payable as provided in Section 3.01 hereof.

3. The Series 2023 Bonds shall be issued in denominations of \$5,000 or any integral multiple thereof. Unless the Authority shall otherwise direct, the Series 2023 Bonds shall be lettered and numbered from one upward in order of their maturity preceded by the letter "R" and such other letter as determined by the Trustee prefixed to the number. Subject to the provisions of this Bond Resolution, the form of the Series 2023 Bonds and the Trustee's certificate of authentication shall be substantially in the form set forth in Section 14.01 hereof. To the extent contemplated by the Certificate of an Authorized Officer of the Authority executed pursuant to Section 2.02(1)(e) hereof, the Series 2023 Bonds shall be lettered and numbered from one upward in order of their maturity preceded by the letter "R" and such other letter as determined by the Trustee prefixed to the number.

**ARTICLE XLVIII** The principal and Redemption Price, if any, of the Series 2023 Bonds shall be payable at the Principal Office of the Paying Agent appointed pursuant to Section 10.02



hereof. The principal and Redemption Price, if any, of all Series 2023 Bonds shall also be payable at any other place that may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by this Bond Resolution. Interest on the Series 2023 Bonds shall be payable by check or draft of the Paying Agent mailed or transmitted to the Holders thereof as the same appear as of the Record Date on the books of the Authority maintained by the Trustee. However, so long as the Series 2023 Bonds are held in book-entry form pursuant to Section 2.06 hereof, the provisions of said Section 2.06 shall govern payment of the principal and Redemption Price, if any, of and the interest on the Series 2023 Bonds.

**ARTICLE XLIX(a)** The Series 2023 Bonds shall be subject to optional redemption and/or mandatory sinking fund redemption to the extent provided in the Certificate of an Authorized Officer of the Authority executed pursuant to Section 2.02(1)(e) hereof. The Series 2023 Bonds shall not be subject to extraordinary optional redemption.

(b) Pursuant to the terms of the County Guaranty Agreement, under certain circumstances the County may direct the Authority to utilize this otherwise discretionary optional redemption feature set forth above. To the extent an Event of Default, as defined under the Loan Agreement, requires the County to make a payment of the principal of and interest on the Series 2023 Bonds under the County Guaranty, so long as the County is not in default under the County Guaranty Agreement, the County has the right to cause the Authority to refund all or a portion of the Series 2023 Bonds. To the extent the County were to exercise this right prior to the first optional call date for the Series 2023 Bonds, the County would be required to cause the Authority to defease the Series 2023 Bonds in accordance with Article XII of the Bond Resolution, in which case the Series 2023 Bonds would not be called for redemption until such first optional call date.

**ARTICLE LU** Upon the issuance of the Series 2023 Bonds, the net proceeds received from the sale thereof shall be deposited, in such amounts as shall be provided in the Certificate of an Authorized Officer of the Authority executed pursuant to Section 2.02(1)(e) hereof, as follows:

**ARTICLE LI** There shall be deposited in the Costs of Issuance Account of the Administrative Fund a sum for application to the payment of certain Costs of Issuance incurred in connection with the issuance of the Series 2023 Bonds, including, without limitation, the fees for the Trustee and counsel;

**ARTICLE LII** There shall be deposited in the Capitalized Interest Account of the Debt Service Fund a sum (if any) for application (together with interest earned thereon) to the payment of interest on the Series 2023 Bonds; and

**ARTICLE LIII** The remaining balance of the proceeds of the Series 2023 Bonds shall be deposited in the Corporation Account of the Project Fund, for application to the payment of Project Costs.

**ARTICLE LIV** Upon the issuance of the Series 2023 Bonds, there shall also be deposited in the Corporation Account of the Project Fund such amount as shall be provided in the Certificate of an Authorized Officer of the Authority executed pursuant to Section 2.02(1)(e) hereof, representing the equity contribution of the Agency and/or the Corporation in respect of the Housing Project, for application to the payment of Project Costs.

**ARTICLE LV** As and when received by the Trustee, the Capital Contribution shall be deposited in the Capital Contribution Account of the Project Fund, for application to the payment of Project Costs following depletion of the amounts in the Corporation Account of the Project Fund.

**ARTICLE LVI** Upon the issuance of the Series 2023 Bonds, the Authority shall furnish to the Trustee:

**ARTICLE LVII** An opinion of Bond Counsel to the effect that, under existing law, interest on the Series 2023 Bonds and any gain on the sale thereof are excluded from gross income for purposes of the New Jersey Gross Income Tax Act.

**ARTICLE LVIII** Opinions of Counsel to the effect that each of the Authority and the Corporation has the right and power under the Act, as amended to the date of such opinion, and any other applicable law to enter into the Loan Agreement; the Loan Agreement has been duly and lawfully authorized and executed by the Authority and the Corporation, is in full force and effect, and is valid and binding upon the Authority and the Corporation, enforceable against the Authority and the Corporation in accordance with its terms; and no other authorization for the Loan Agreement is required. Opinions of Counsel to the effect that each of the Authority and the County has the right and power under the Act, as amended to the date of such opinion, and any other applicable law to enter into the Guaranty Agreement; the Guaranty Agreement has been duly and lawfully authorized and executed by the Authority and the County, is in full force and effect, and is valid and binding upon the Authority and the County, enforceable against the Authority and the County in accordance with its terms; and no other authorization for the Guaranty Agreement is required. Such opinions may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and judicial discretion, and may state that no opinion is being rendered as to the availability of any particular remedy, but that such limitations do not make the rights and remedies of the Bondholders, taken as a whole, inadequate for the practical realization of the benefits of the Loan Agreement and the Guaranty Agreement.

**ARTICLE LIX** **Purposes, Authorization and Description of Additional Bonds.**

**ARTICLE LX** After the execution, authentication and delivery of the Series 2023 Bonds, Additional Bonds of the Authority may be authorized to be issued pursuant to and in accordance with the terms of the Act either (a) to refund any Bonds (including Additional Bonds) of the Authority or (b) to raise funds to pay the cost of the acquisition, construction, renovation or installation of part or parts of a Completion Project, including any deposit or increase into any Fund or Account that has been established by the terms of this Bond Resolution and that is incidental thereto or is deemed by the Authority to be necessary in connection therewith.

**ARTICLE LXI**Any Series of Additional Bonds of the Authority shall be issued only after the authorization thereof by a Supplemental Resolution of the Authority duly adopted prior to the authentication and delivery of such Series of Additional Bonds. Such Supplemental Resolution shall state the purpose or purposes for which such Additional Bonds are being issued and shall direct the application of the proceeds that are to be derived from the sale of such Additional Bonds to such purpose or purposes and the execution and authentication thereof. Such Supplemental Resolution shall fix and determine the date, principal amounts, denominations, designation and numbers thereof, the rate or rates of interest or maximum rate of interest to be borne thereby, the place or places of payment therefor, the redemption privileges of the Authority, if any, with respect thereto, the amount and date of each Sinking Fund Installment, if any, for the retirement of any Bonds and any other provisions thereof, all in accordance with the terms of this Bond Resolution. Upon such authorization, such Additional Bonds may, upon initial issuance, at one time or from time to time, be executed by or on behalf of the Authority and delivered to the Trustee for authentication by the Trustee as provided in this Bond Resolution, and thereafter such Additional Bonds shall be authenticated by the Trustee upon original issuance and, upon fulfillment of the applicable conditions set forth in Section 2.05 hereof, shall be delivered by the Trustee to the Authority or upon its order.

**ARTICLE LXII**All Additional Bonds shall be substantially in the form and tenor of Bonds as provided in Section 14.01 hereof, except that, notwithstanding any other provision contained in this Bond Resolution to the contrary, such Bonds shall be issued in such principal amounts, shall be of such denominations, shall bear such dated date and such maturity dates, shall bear such designation as to Series, numbers or symbols prefixed to their numbers distinguishing them from each other Bond, shall be subject to redemption prior to their maturity on such terms and conditions that are consistent with the provisions of this Bond Resolution, shall bear interest at such rate or such different or varying rates of interest per annum, and shall be payable at such time or times as may be fixed by the Supplemental Resolution of the Authority authorizing the issuance of such Additional Bonds or by a Supplemental Resolution of the Authority duly adopted prior to the authentication and delivery of such Additional Bonds, as the case may be.

**ARTICLE LXIII**All Additional Bonds that are authorized by any Supplemental Resolution of the Authority shall constitute Bonds of a single Series. No bonds, notes or other obligations of the Authority shall constitute Additional Bonds unless they are authenticated by the Trustee as provided in this Bond Resolution, nor shall such Additional Bonds be entitled to any right or benefit under the terms of this Bond Resolution unless they are so authenticated, and no Additional Bond shall be valid and obligatory for any purpose of this Bond Resolution *unless* said Additional Bond shall have been so authenticated.

**ARTICLE LXIV**After their authentication and delivery by the Trustee upon original issuance, all Additional Bonds shall for all purposes hereof be deemed to constitute Bonds, shall be entitled to the pledge of the Trust Estate provided by this Bond Resolution, and shall have equal rank with the Outstanding Series 2023 Bonds and any Outstanding Additional Bonds previously authenticated and delivered, and, except as provided in the definition of “Trust Estate” contained in Section 1.01 of this Bond Resolution, such Additional Bonds shall be entitled to the security and benefit of such pledge and of the provisions of this Bond Resolution.

**ARTICLE LXVI** If Additional Bonds are issued that pay interest on dates different from the Interest Payment Dates of Bonds then Outstanding, there shall be no requirement that, on an Interest Payment Date of any Bond, the Trustee establish reserves for the benefit of the Holder of any other Bond on which interest is not then being paid unless provided herein or under the terms of any Supplemental Resolution.

**ARTICLE LXVI Conditions Precedent to Issuance of Additional Bonds.**

**ARTICLE LXVII** The Trustee shall not authenticate or deliver upon original issuance any Additional Bonds to the Authority or upon its order, unless theretofore or simultaneously therewith there shall have been delivered or paid to the Trustee, among other things, the following:

**ARTICLE LXVIII** Copies of this Bond Resolution and the Supplemental Resolution of the Authority, certified by an Authorized Officer of the Authority and only to the extent adversely affecting the rights, duties and obligations of the Corporation, then additionally consented to in writing by an Authorized Officer of the Corporation, authorizing the issuance of such Additional Bonds, stating the purpose or purposes for the issuance of such Additional Bonds and otherwise conforming with the provisions of Section 2.04 hereof; and if such Additional Bonds are authorized for any purpose other than the refunding of Bonds, such Supplemental Resolution shall describe in brief and general terms the Completion Project to be financed by the issuance of such Additional Bonds.

**ARTICLE LXIX** A copy of any Supplemental Resolution that has been duly adopted by the Authority, if required, certified by an Authorized Officer of the Authority, fixing the rate or rates of interest on such Additional Bonds and all other terms and provisions thereof that are not fixed by the terms of the Supplemental Resolution referred to in subparagraph (a) above or in this Bond Resolution.

**ARTICLE LXX** (i) a certificate of an Authorized Officer of each of the Authority and the Corporation to the effect that the Loan Agreement has been amended to cover the issuance of the Additional Bonds, but only to the extent Basic Loan Payments, and with respect to any Optional Prepayment or Mandatory Prepayment, Additional Loan Payments, shall be adjusted to provide a source of payment of the principal of, redemption premium, if any, and interest on Outstanding Bonds, (ii) a copy of such amended Loan Agreement, and (iii) a Certificate of an Authorized Officer of the Corporation, dated the date of issuance of such Additional Bonds, to the effect that all of the representations, warranties and covenants of the Corporation contained in the Loan Agreement are, as of such date, true, accurate and complete. If no such amendment to the Loan Agreement is required, a Counsel's opinion stating same shall be delivered to the Trustee.

**ARTICLE LXXI** The written order of the Authority as to the delivery of such Additional Bonds signed by an Authorized Officer and stating the amount of the proceeds derived from the sale of such Additional Bonds.

**ARTICLE LXXII** The amount, if any, stated in said written order as the amount of such proceeds that will be paid by the Authority to the Trustee for deposit in the Debt Service Fund, which amount shall be held by the Trustee in the Debt Service Fund.

**ARTICLE LXXIII**The amounts, if any, stated in said written order as the amounts of such proceeds that will be paid by the Authority to the Trustee for deposit in the Project Fund or in the Costs of Issuance Account or Administrative Expense Account in the Administrative Fund, as the case may be, which amounts shall be held by the Trustee in the Project Fund or in the Costs of Issuance Account or Administrative Expense Account in the Administrative Fund, as the case maybe.

**ARTICLE LXXIV**If such Additional Bonds are authorized for the purpose described in clause (a) of paragraph (1) of Section 2.04 hereof, the amount of such proceeds that will remain after deducting the amounts, if any, to be paid to the Trustee in accordance with the terms of subparagraphs (e) and (f) above.

**ARTICLE LXXV**If such Additional Bonds are authorized for the purpose described in clause (b) of paragraph (1) of Section 2.04 hereof, a Certificate of an Authorized Officer of the Authority stating (i) the opinion that the improvement described in such Supplemental Resolution constitutes a Completion Project, (ii) that the improvement for which Additional Bonds are to be issued is part of a Project for which Bonds had theretofore been issued, (iii) the amount of proceeds to be deposited in the Project Fund, if any, and (iv) that such proceeds, together with any other funds of the Authority or otherwise that are then available or are expected to be available therefor, will be sufficient, in his opinion, to pay the Costs of the completion of the acquisition, construction, renovation or installation of said improvement.

**ARTICLE LXXVI**An opinion of Bond Counsel approving the form of the Supplemental Resolution authorizing the issuance of the Additional Bonds and stating that (i) its terms and provisions conform to the requirements of the Act and this Bond Resolution, (ii) the order, certificates and amounts of money to be delivered or paid to the Trustee in accordance with the provisions of this Section 2.05 constitute compliance with the conditions hereinabove stated for the authentication and delivery of such Additional Bonds, (iii) all of the conditions precedent to the authentication and delivery of the Additional Bonds have been satisfied, and (iv) the Trustee may lawfully authenticate the Additional Bonds upon their original issuance.

**ARTICLE LXXVII**If the Additional Bonds are insured, a copy of any municipal bond insurance policy issued with respect to such Additional Bonds.

**ARTICLE LXXVIII**Any additional documents that are required to be executed and delivered pursuant to the terms of any contract executed by or on behalf of the Authority in connection with the sale of Additional Bonds, unless the execution and delivery of such additional documents have been waived by the purchaser of such Additional Bonds.

**ARTICLE LXXIX**Such other documents as may be required by a Supplemental Resolution of the Authority duly adopted prior to the authentication and delivery of the Additional Bonds, or as may be required by a Certificate of an Authorized Officer of the Authority executed in connection with the sale of such Additional Bonds.

**ARTICLE LXXX**If such Additional Bonds are authorized for the purpose described in clause (b) of paragraph (1) of Section 2.04 hereof, the Trustee shall deposit in the Project Fund the proceeds derived from the sale of such Additional Bonds issued for the Completion Project. The

moneys so deposited shall be applied by the Authority and the Trustee to pay the Costs of the improvements described in the Supplemental Resolution of the Authority authorizing the issuance of such Additional Bonds.

**ARTICLE LXXXII**If such Additional Bonds are authorized for the purpose described in clause (a) of paragraph (1) of Section 2.04 hereof, the Trustee shall deposit, at the direction of the Authority, (i) in the Costs of Issuance Account in the Administrative Fund an amount sufficient to pay the Costs of Issuance of such Additional Bonds, (ii) such other amounts not to be used for the refunding of such Bonds, if any, in such Funds and Accounts in accordance with the terms of the Supplemental Resolution, and (iii) the remaining proceeds derived from the sale of such Additional Bonds to the refunding of such Bonds in accordance with the terms of the Supplemental Resolution of the Authority authorizing the issuance of such Additional Bonds.

**ARTICLE LXXXII Book-Entry System.**

**ARTICLE LXXXIII**Except as provided in subparagraph (3) of this Section 2.06, the Registered Owner of all of the Series 2023 Bonds shall be, and the Series 2023 Bonds shall be registered in the name of, Cede & Co., as nominee for DTC. Payment of interest on any Series 2023 Bond shall be made by wire transfer to the account of Cede & Co. on the Interest Payment Dates for the Series 2023 Bonds at the address indicated for Cede & Co. in the registry books of the Authority kept by the Trustee.

**ARTICLE LXXXIV**The Series 2023 Bonds shall be issued initially in the form of a separate, single, fully-registered Bond in the amount of each stated maturity of the Series 2023 Bonds. Upon initial issuance, the ownership of each such Series 2023 Bond shall be registered in the registry books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC. With respect to Series 2023 Bonds registered in the registry books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC, the Authority and any Fiduciary shall have no responsibility or obligation to any participant or to any beneficial owner of such Series 2023 Bonds. Without limiting the immediately preceding sentence, the Authority and any Fiduciary shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any participant with respect to any beneficial ownership interest in the Series 2023 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC, of any notice with respect to the Series 2023 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price, if any, of or the interest on the Series 2023 Bonds. The Authority and any Fiduciary may treat DTC as, and deem DTC to be, the absolute Owner of each Series 2023 Bond for the purpose of payment of the principal or Redemption Price, if any, of and the interest on each such Series 2023 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2023 Bonds, for the purpose of registering transfers with respect to such Series 2023 Bonds and for all other purposes whatsoever. The Paying Agent shall pay all principal or Redemption Price, if any, of and all interest on the Series 2023 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy and discharge fully the Authority's obligations with respect to the principal or Redemption Price, if any, of and the interest on the Series 2023 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2023 Bond evidencing the obligation of the Authority to make payments of principal or Redemption Price, if any, of and

interest on the Series 2023 Bonds pursuant to this Bond Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the term “Cede & Co.” in this Bond Resolution shall refer to such new nominee of DTC.

**ARTICLE LXXXV(a)** DTC may determine to discontinue providing its services with respect to the Series 2023 Bonds at any time by giving written notice to the Authority and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2023 Bonds if the Authority so determines, and shall terminate the services of DTC with respect to the Series 2023 Bonds upon receipt by the Authority and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2023 Bonds and further to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2023 Bonds; or (ii) a continuation of the requirement that all of the Outstanding Series 2023 Bonds be registered in the registration books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC, is not in the best interests of the beneficial owners of the Series 2023 Bonds.

**ARTICLE LXXXVI** Upon the termination of the services of DTC with respect to the Series 2023 Bonds pursuant to subsection 2.06(3)(b)(ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2023 Bonds pursuant to subsection 2.06(3)(a) or subsection 2.06(3)(b)(i) hereof, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found that, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, the Series 2023 Bonds shall no longer be restricted to being registered in the registration books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Series 2023 Bonds shall so designate, all in accordance with the provisions of Article II hereof.

**ARTICLE LXXXVII** Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Series 2023 Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to the principal or Redemption Price, if any, of and the interest on such Series 2023 Bond and all notices with respect thereto shall be made and given, respectively, to DTC as provided in the representation letter of the Authority addressed to DTC with respect to the Series 2023 Bonds.

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





## **ARTICLE LXXXIX**

### **GENERAL TERMS AND PROVISIONS OF BONDS**

#### **ARTICLE XC Medium of Payment; Form and Date; Letters and Numbers.**

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

**ARTICLE XCI**The Bonds of each Series shall be issued only in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. The Bonds of each Series shall be in substantially the form set forth in Section 14.01 hereof or substantially in the form set forth in a Supplemental Resolution authorizing such Series.

**ARTICLE XCII**Each Bond shall be lettered and numbered as provided in this Bond Resolution or in a Supplemental Resolution providing for the issuance of the Series of which such Bond is a part and so as to be distinguished from every other Bond.

Bonds of each Series issued on the date of original issuance shall be dated and bear interest from the date set forth in this Bond Resolution or in a Supplemental Resolution authorizing such Series of Bonds. Bonds of each Series issued after the date of original issuance shall be dated as of the date of authentication thereof by the Trustee. Interest on each Bond shall be payable from the most recent Interest Payment Date next preceding the date of such Bond to which interest has been paid, unless the date of such Bond is an Interest Payment Date to which interest has been paid, in which case interest shall be payable from such date, or unless the date of such Bond is prior to the first Interest Payment Date on the Bonds, in which case interest shall be payable from the earliest date on which interest shall have accrued on such Series of Bonds, or unless the date of such Bond is between the Record Date and the next succeeding Interest Payment Date, in which case interest shall be payable from such Interest Payment Date.

**ARTICLE XCIV**The principal and Redemption Price, if any, of and the interest on each Series of Bonds shall be payable as provided in this Bond Resolution or in a Supplemental Resolution relating to such Series of Bonds.

#### **ARTICLE XCV Legends.**

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

#### **ARTICLE XCVI Execution and Authentication.**

**ARTICLE XCVII**The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of the Chairman or other Authorized Officer of the Authority, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary, Assistant

Secretary or other Authorized Officer of the Authority, or in such other manner as may be required or permitted by law. In case any one or more of the Authorized Officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the Authority by such persons who, at the time of the execution of such Bonds, shall be duly authorized or shall hold the proper office in the Authority, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

**ARTICLE XCVIII**The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in this Bond Resolution or in a Supplemental Resolution authorizing such Series of Bonds, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Bond Resolution, and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Authority shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Bond Resolution and that the Holder thereof is entitled to the benefits of this Bond Resolution.

**ARTICLE XCIX****Transfer and Registry.**

**ARTICLE CE**Each Bond shall be transferable only upon the books of the Authority, which shall be kept for that purpose at the Principal Office of the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Authority shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, Series and maturity as the surrendered Bond.

**ARTICLE CI**The Authority and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the Authority as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and the interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary.

**ARTICLE CII****Regulations With Respect to Exchanges and Transfers.**

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Authority shall execute, and the Trustee shall authenticate and deliver, Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge sufficient to reimburse it for any administrative costs associated with any exchange or transfer and for any tax,

fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Trustee shall be required (a) to transfer or exchange Bonds for a period beginning on the Record Date next preceding an Interest Payment Date for the Bonds and ending on such Interest Payment Date, or for a period of fifteen (15) days (or such lesser period as may be specified in a Supplemental Resolution for a particular Series of Bonds) next preceding the date of any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Bonds called or tendered for redemption.

#### **ARTICLE CIIIBonds Mutilated, Destroyed, Stolen or Lost.**

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Authority shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost (i) in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or (ii) in lieu of and in substitution for the Bond so destroyed, stolen or lost upon filing with the Trustee evidence satisfactory to the Authority that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Authority and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Authority may prescribe and paying such expenses as the Authority and the Trustee may incur. All mutilated Bonds so surrendered to the Trustee shall be canceled by it. Any such new Bonds issued pursuant to this Section 3.06 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Authority, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and such Bonds shall be equally secured by, and entitled to equal and proportionate benefits with all other Bonds issued under this Bond Resolution in, any moneys or securities held by the Authority or any Fiduciary for the benefit of the Bondholders.

#### **ARTICLE CIVTemporary Bonds.**

**ARTICLE CV**Until the definitive Bonds of any Series are prepared in the form required by the Authority, the Authority may execute, in the same manner as is provided in Section 3.03 hereof, and the Trustee shall authenticate and deliver, in lieu of definitive Bonds but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Authority, at its own expense, shall prepare and execute, and upon the surrender of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Holder thereof (but at the expense of the Authority), deliver in exchange therefor, definitive Bonds of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Bond Resolution.

**ARTICLE CVI**All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

**ARTICLE CVIICancellation and Destruction of Bonds.**

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Trustee, which shall execute a certificate of destruction in duplicate by the signature of one of its Authorized Officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

**ARTICLE CVIIIParties Interested Herein.**

Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the County, the Trustee, the Paying Agent and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the County, the Trustee, the Paying Agent and the Registered Owners of the Bonds. Accordingly, nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to any other Interested Party any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof.

## **ARTICLE CIX**

### **REDEMPTION OF BONDS PRIOR TO MATURITY**

#### **ARTICLE CX Privilege of Redemption and Redemption Price.**

Bonds subject to redemption prior to maturity pursuant to this Bond Resolution shall be redeemable, upon notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article IV as may be specified in this Bond Resolution, the Certificate of an Authorized Officer of the Authority referred to in Section 2.02(1)(e) hereof or any Supplemental Resolution authorizing such Series of Bonds.

#### **ARTICLE CXI Optional Redemption.**

**ARTICLE CXII**The Series 2023 Bonds shall be subject to optional redemption in accordance with the provisions of this Bond Resolution, including, without limitation, Section 2.03(5) hereof, and any other Series of Bonds may be subject to optional redemption in accordance with the terms of a Supplemental Resolution and this Article IV.

**ARTICLE CXIII**In the case of any redemption of Bonds at the election of the Authority, the Authority shall give written notice to the Trustee of its election or direction to so redeem, of the redemption date and of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in this Bond Resolution).

**ARTICLE CXIV**(a) In the case of any redemption of Bonds at the election of the Authority at the direction of the Corporation pursuant to the terms of the Loan Agreement (including without limitation the payment by the Corporation of any Optional Prepayment as an Additional Loan Payment thereunder), the Corporation shall give written notice to the Authority of its direction to so redeem, of the redemption date and of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Corporation in its sole discretion, subject to any limitations with respect thereto contained in this Bond Resolution).

(b) In the case of any redemption of any Additional Bonds at the election of the Authority, at the direction of the County pursuant to the terms of the County Guaranty, the County shall give written notice to the Authority, with a copy to the Trustee, of the County's direction to so redeem, of the redemption date and of the principal amounts of such Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the County in its sole discretion, subject to any limitations with respect thereto contained in this Bond Resolution and the County Guaranty Agreement).

**ARTICLE CXV**Such notice required under subsection (2) or (3)(a) of this Section 4.02 shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be agreed to in writing by the Trustee or the Authority, as the case may be. In the event notice of redemption shall have been given as provided in Section 4.05 hereof, the Authority shall pay or require the Corporation to pay (in accordance with the terms of the Loan Agreement) to the Trustee

on or prior to the redemption date an amount in cash that, in addition to other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed.

**ARTICLE CXVI Redemption by Trustee.**

Whenever, by the terms of this Bond Resolution, the Trustee is required to redeem Bonds otherwise than at the election or direction of the Authority or the Corporation or the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption as provided in Section 4.05 hereof and pay the Redemption Price thereof out of moneys available therefor, plus interest accrued and unpaid to the redemption date, to the Paying Agent in accordance with the terms of this Article IV and, to the extent applicable, Article V hereof.

**ARTICLE CXVII Selection of Bonds to be Redeemed.**

**ARTICLE CXVIII** If less than all of the Bonds of like maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof, and that, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum denomination in which Bonds of such Series are authorized to be Outstanding after the redemption date.

**ARTICLE CXIX** If less than all of the Outstanding Bonds that are stated to mature on different dates are called for redemption at one time on any given redemption date occasioned by the payment of any Optional Prepayment by the Corporation in accordance with the terms of the Loan Agreement, an Authorized Officer of the Corporation shall designate, by maturity, those Bonds that are to be redeemed on any such redemption date by delivering to the Trustee not earlier than sixty (60) days and not later than forty-five (45) days prior to any such redemption date a Certificate detailing such maturities and the amounts to be redeemed within each such maturity. If the Trustee has not received the Corporation's Certificate by such forty-fifth (45th) day, or if the redemption is occurring other than by payment of any Optional Prepayment by the Corporation in accordance with the terms of the Loan Agreement, the Trustee shall select the Bonds to be redeemed in the same manner as those Bonds selected in accordance with Section 4.04(1) hereof.

**ARTICLE CXX Notice of Redemption.**

When Bonds of a Series have been selected for redemption pursuant to any provision of this Bond Resolution, the Trustee shall give written notice of the redemption of such Bonds in the name of the Authority at the times specified in the second paragraph of this Section 4.05, which notice shall set forth: (1) the Series of Bonds to be redeemed, (ii) the date fixed for redemption, (iii) the Redemption Price to be paid, (iv) that such Bonds will be redeemed at the Principal Office of the Paying Agent, (v) if less than all of such Bonds shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed, and (vi) in the case of Bonds to be

redeemed in part only, the portion of the principal amount thereof to be redeemed. Such notice shall further state that on the redemption date there shall become due and payable the Redemption Price of all Bonds to be redeemed, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue and be payable. In case any Bond is to be redeemed in part only, the notice of redemption that relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, the Holder thereof shall be entitled to a new Bond or Bonds of the same Series bearing interest at the same rate and in the aggregate principal amount equal to the unredeemed portion of such Bond.

The notice required to be given by the Trustee pursuant to this Section 4.05 shall be sent by first-class mail to the Registered Owners of the Bonds to be redeemed, at their addresses as they appear on the registration books of the Authority, not less than thirty (30) days nor more than forty-five (45) days prior to the redemption date. The failure to give notice of the redemption of any Bond or portion thereof to the Registered Owner of such Bond as herein provided or as provided in Section 4.06(2) hereof shall not affect the validity of the proceedings for the redemption of any Bonds for which notice of redemption has been given in accordance with the provisions of this Section 4.05.

#### **ARTICLE CXXI Payment of Redeemed Bonds.**

**ARTICLE CXXII** On the date designated for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or the portions thereof called for redemption shall become and be due and payable at the Redemption Price provided for redemption of such Bonds or such portions thereof on such date. If moneys for the payment of the Redemption Price and the accrued interest to the redemption date are held in a separate account by the Trustee in trust for the Holders of such Bonds, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue and be payable, such Bonds or such portions thereof shall cease to be entitled to any benefit or security under this Bond Resolution, and the Holders of such Bonds or such portions thereof shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof and the accrued interest thereon and, to the extent provided in Section 4.07 hereof, to receive Bonds for any unredeemed portions of Bonds.

**ARTICLE CXXIII** With respect to any Bonds to be redeemed that have not been presented for redemption within sixty (60) days after the redemption date, the Trustee, at the expense of the Corporation for any redemption occasioned by the payment of any Optional Prepayment by the Corporation in accordance with the terms of the Loan Agreement, and at the expense of the Authority, if otherwise, shall give a second notice of redemption by registered mail to the Registered Owners of any such Bonds not presented for redemption.

#### **ARTICLE CXXIV Redemption of Portions of Bonds.**

In case part but not all of an Outstanding Bond shall be selected for redemption, upon presentation and surrender of such Bond to the Paying Agent on or after the redemption date for payment of the principal amount thereof so called for redemption and accrued interest thereon, the Authority shall execute and the Trustee shall authenticate and deliver to or upon the order of the Registered Owner thereof or his attorney or legal representative, without charge therefor, a new Bond or Bonds of the same Series, bearing interest at the same rate and in any denomination or

denominations authorized by this Bond Resolution in the aggregate principal amount equal to the unredeemed portion of such Bond.



## **ARTICLE CXXV**

### REVENUES AND FUNDS

#### **ARTICLE CXXVICreation of Funds and Accounts.**

**ARTICLE CXXVII**Project Fund, to be held by the Trustee, which shall consist of a Corporation Account and a Capital Contribution Account, and which Capital Contribution Account is not subject to the pledge of the Trust Estate to the Trustee for the benefit of the Bondholders.

**ARTICLE CXXVIII**Administrative Fund, to be held by the Trustee, which shall consist of a Costs of Issuance Account and an Administrative Expense Account, and which Fund and Accounts are not subject to the pledge of the Trust Estate to the Trustee for the benefit of the Bondholders.

**ARTICLE CXXIX**Revenue Fund, to be held by the Trustee.

**ARTICLE CXXX**Debt Service Fund, to be held by the Trustee, which shall consist of a Capitalized Interest Account, an Interest Account, a Principal Account and, in the event of any Optional Prepayment or Mandatory Prepayment, a separate account in respect thereof. A Supplemental Resolution may establish an Account or subaccount for capitalized interest for any Series of Bonds other than the Series 2023 Bonds, if applicable.

**ARTICLE CXXXI**Replacement Reserve Fund, to be held by the Trustee.

**ARTICLE CXXXII**Rebate Fund, to be held by the Trustee, which Fund is not subject to the pledge of the Trust Estate to the Trustee, for the benefit of the Bondholders.

**ARTICLE CXXXIII**General Fund, to be held by the Trustee.

**ARTICLE CXXXIV**There shall be no other Fund or Account established under the Bond Resolution, including without limitation a rebate fund or account, unless created by Supplemental Resolution.

Each of the Funds and Accounts created by this Bond Resolution, other than the Capital Contribution Account of the Project Fund, the Administrative Fund, and the Rebate Fund, is hereby pledged to, and charged with, the payment of the principal or Redemption Price, if any, of and the interest on the Bonds as the same shall become due.

#### **ARTICLE CXXXVProject Fund.**

**ARTICLE CXXXVI(a)** There shall be deposited in the Corporation Account of the Project Fund (a) from the proceeds of the Series 2023 Bonds, the amounts set forth in Section 2.03(6)(c) hereof, (b) from the equity contribution of the Agency and/or the Corporation in respect of the Housing Project, the amount set forth in Section 2.03(7) hereof, and (c) from the proceeds of each Series of Additional Bonds for a Completion Project, the amounts set forth for deposit therein pursuant to the Supplemental Resolutions authorizing the issuance of each such Series of Additional Bonds. The Corporation may, at its option in its sole discretion, determine to pay for any additional Project Costs by making an additional equity contribution or causing a third party

to deposit funds with the Trustee, by the Corporation any such deposit with a Certificate of an Authorized Officer of the Corporation (acknowledged by the Authority as to form only) delivered by or on behalf of the Corporation to the Trustee.

(b) There shall be deposited from time to time in the Capital Contribution Account of the Project Fund, upon receipt thereof by the Trustee, the Capital Contribution (or portion thereof) paid by the County in respect of the Housing Project pursuant to Section 2.03(8) hereof and the terms of the Subsidy and Deficiency Agreement.

**ARTICLE CXXXVII**The Trustee shall make payments, if any, from the Project Fund for Costs of the Housing Project in the amounts, at the times on each Draw Date, in the manner and on the other terms and conditions set forth in this Section 5.02(a) and Section 510 and 511 of the Loan Agreement; provided, however, that the Corporation Account of the Project Fund shall be fully depleted prior to any withdrawal from the Capital Contribution Account of the Project Fund. Before any payment from the Project Fund shall be made, the Corporation shall file with the Trustee the Draw Papers therefor (executed by the Corporation that the Project Cost has been incurred in accordance with the Plans and Specifications therefor, and acknowledged as to form only by the Authority), which Draw Papers shall be in substantially the form set forth as Exhibit C to the Loan Agreement. The Trustee shall issue a copy of such Draw Papers to the Authority, and thereupon promptly issue the Trustee's check for each payment required by such Draw Papers to or on behalf of the Corporation as directed by the Corporation in writing, or the Trustee shall, by interbank transfer or other method, arrange to make and promptly make the payment required by such Draw Papers to or on behalf of the Corporation as directed by the Corporation in writing.

**ARTICLE CXXXVIII(a)** In accordance with the terms of the Loan Agreement and this Bond Resolution, the Corporation shall file with the Trustee the Completion Certificate in the form set forth as Exhibit B to the Loan Agreement, signed by an Authorized Officer of the Corporation with respect to the Housing Project or, where applicable, any Completion Project, when (A) the Corporation has submitted all Draw Papers respecting Costs of the Housing Project or the Completion Project, if any, to be paid from the Project Fund that are eligible to be approved, (B) the Housing Project or Completion Project, as the case may be, has been designed, acquired, constructed, renovated and installed in accordance with the Plans and Specifications therefor, and (C) the Housing Project or Completion Project, as the case may be, has been accepted by the Corporation. The Completion Certificate shall not be filed by the Corporation with the Trustee until such Certificate shall be further acknowledged by an Authorized Officer of the Authority as to form only.

(b) Upon the filing by the Corporation of the Completion Certificate, as duly acknowledged by the Authority, the Trustee shall thereupon (i) transfer any remaining funds then on deposit in the Capital Contribution Account of the Project Fund to the County (which transfer shall be considered a return of the Capital Contribution and shall not be considered payment of a portion of the Deferred Purchase Price owing to the County), and (ii) transfer any remaining funds then on deposit in the Corporation Account of the Project Fund as follows:

First, to the County, (a) first, as reimbursement for any payments theretofore made by the County (and not yet reimbursed to the County) in respect of principal of and/or interest on the Series 2023 Bonds paid by the County under the County Guaranty and/or

the Deficiency Agreement, and (b) second, as a payment in respect of the Deferred Purchase Price, to the extent any portion of the Deferred Purchase Price then remains outstanding and unpaid; and

Second, to the extent of any remaining balance in the Corporation Account of the Project Fund, to such Funds and Accounts as the Authority shall direct in a Certificate of an Authorized Officer of the Authority subsequently delivered to the Trustee and approved by the Corporation (which approval shall not be unreasonably withheld).

4. In the case of the Series 2023 Bonds and any Series of Additional Bonds issued as Tax-exempt Bonds, the Authority shall cause the Corporation to issue any Draw Papers and Completion Certificate on such terms additional to the requirements of this Section 5.02 as shall be required by Bond Counsel as set forth in the provisions of the Tax Certificate for such Series of Bonds.

#### **ARTICLE CXXXIX Administrative Fund.**

**ARTICLE CXL**In addition to the amounts deposited in the Costs of Issuance Account from the proceeds of the Series 2023 Bonds pursuant to Section 2.03(6)(a) hereof, there shall be deposited in the Accounts within the Administrative Fund from the proceeds of each Series of Additional Bonds the amounts set forth for deposit therein pursuant to the Supplemental Resolutions authorizing the issuance of each such Series of Additional Bonds.

**ARTICLE CXLI**(a) The Authority shall direct the Trustee, in writing, to make payments from the Costs of Issuance Account in the manner and on the terms and conditions as the Authority shall determine to be fair and reasonable in the payment of the particular items of the Costs of Issuance relating to a particular Series of Bonds and, with respect to any Series of Additional Bonds that constitute Tax-exempt Bonds, in accordance with the provisions of the Tax Certificate. With respect to Costs of Issuance incurred on behalf of the Corporation for which either direct payment or reimbursement is being sought, such terms and conditions shall include, at a minimum, a Certificate of an Authorized Officer in the form required by the Loan Agreement to the effect that any such Cost of Issuance for which payment is sought (i) constitutes a Cost of Issuance hereunder, (ii) has been properly incurred in accordance with all applicable law, and (iii) is evidenced by a proper invoice attached to said Certificate.

(b) Upon the payment of all Costs of Issuance as evidenced by a Certificate of an Authorized Officer of the Authority to such effect, the amounts remaining in the Costs of Issuance Account, if any, shall be applied as follows:

First, to the County, (a) first, as reimbursement for any payments theretofore made by the County (and not yet reimbursed to the County) in respect of principal of and/or interest on the Series 2023 Bonds paid by the County under the County Guaranty and/or the Deficiency Agreement, and (b) second, as a payment in respect of the Deferred Purchase Price, to the extent any portion of the Deferred Purchase Price then remains outstanding and unpaid; and

Second, to the extent of any remaining balance in the Costs of Issuance Account of the Administrative Fund, to such Funds and Accounts as the Authority shall direct in a

Certificate of an Authorized Officer of the Authority subsequently delivered to the Trustee and approved by the Corporation (which approval shall not be unreasonably withheld).

**ARTICLE CXLII**(a) From time to time, the Trustee shall invoice the Corporation for all Administrative Expenses not provided for from a portion of the proceeds of a Series of Bonds, if any, and that are 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.

(b) The Corporation shall pay to the Trustee as Additional Loan Payments under the Loan Agreement, for deposit in the Revenue Fund, all amounts due as Administrative Expenses, at the times set forth herein or in the Loan Agreement, as the case may be.

**ARTICLE CXLIII** Upon the deposit of funds into the Administrative Expense Account pursuant to Section 5.05(1)(a) hereof, the Trustee shall promptly make payment from the Administrative Expense Account of the amounts due as Administrative Expenses to the parties (including the Trustee) on whose behalf such payments were made.

**ARTICLE CXLIV Revenues.**

All Revenues, including all HAP Payments (whether transferred from the Collection Account or paid by the Agency directly to the Trustee for the account of the Corporation), shall be promptly deposited by the Trustee to the credit of Revenue Fund, and all transfers from such Fund shall be made only in accordance with this Article V.

**ARTICLE CXLV Revenue Fund.**

**ARTICLE CXLVI** Section 301 of the Loan Agreement requires that all Revenues shall be deposited when received from the Corporation in the Collection Account, and such amounts shall be transferred by the Corporation (if the Collection Account is maintained at a financial institution other than the Trustee) or the Trustee, daily for deposit into the Revenue Fund. The Trustee shall transfer or disburse all funds in the Revenue Fund on the twenty-fifth (25<sup>th</sup>) day of each month (except as otherwise provided below) in the following amounts and order of priority:

(a) To the Administrative Expense Account, the amount required to pay Administrative Expenses as provided in Section 5.03(c) hereof;

(b) To the Corporation, for deposit in the Operating Account established under the Loan Agreement, an amount equal to the budgeted expenditures for the operation of the Housing Project for the following month as set forth in the Operating Budget provided to the Authority and the Trustee by the Corporation pursuant to Section \_\_\_ of the Loan Agreement;

(c) To the Interest Account of the Debt Service Fund, an amount equal to the Interest Portion of the Basic Loan Payment payable by the Corporation on the next succeeding Basic Loan Payment Date, less (i) any amount then on deposit in the Capitalized Interest Account and available for payment thereof and (ii) any amount then on deposit in the Interest Account resulting from investment income and/or transfers from other Funds and Accounts; provided, however, that notwithstanding the foregoing, the deposit made to the Interest Account by the twenty-fifth (25<sup>th</sup>) day of the month immediately preceding an Interest Payment Date shall be at

least equal to the difference between the amount already on deposit in the Interest Account and the interest payable on the Bonds on such Interest Payment Date;

(d) To the Principal Account of the Debt Service Fund, an amount equal to the Principal Portion of the Basic Loan Payment payable by the Corporation on the next succeeding Basic Loan Payment Date, less any amount then on deposit in the Principal Account resulting from investment income and/or transfers from other Funds and Accounts; provided, however, that notwithstanding the foregoing, the deposit made to the Principal Account by the twenty-fifth (25th) day of the month immediately preceding a Principal Payment Date shall be at least equal to the difference between the amount already on deposit in the Principal Account and the principal (including Sinking Fund Installments) payable on the Bonds on such Principal Payment Date;

(e) To the Replacement Reserve Fund, an amount equal to the Replacement Reserve Deposit Amount in respect of the next succeeding Basic Loan Payment Date;

(f) To the Rebate Fund, the amount necessary in each year so as to meet the Rebate Amount pursuant to Section \_\_\_ of the Loan Agreement, as set forth in writing by the Corporation to the Authority and the Trustee; and

(g) To the General Fund, the balance, if any.

**ARTICLE CXLVII** On each date on which the Trustee receives Additional Loan Payments from the Corporation allocable to any Optional Prepayment or Mandatory Prepayment, the Trustee shall deposit each such Additional Loan Payment made by the Corporation pursuant to the terms of the Loan Agreement for immediate credit to a special account to be established within the Debt Service Fund to provide for payment of debt service on the corresponding optional redemption or mandatory redemption, as applicable, of the Bonds.

**ARTICLE CXLVIII** In the event the County makes payment of all or a portion of the principal of and interest on the Series 2023 Bonds under the County Guaranty and/or the Deficiency Agreement, then, until such time as the County is fully reimbursed for such payment(s), the amount so paid by the County shall be considered to constitute unpaid interest, principal and/or Sinking Fund Installments for purposes of the required deposits to the Interest Account and Principal Account of the Debt Service Fund, and the amounts to be deposited into said Accounts pursuant to paragraph 1 of this Section 5.05 shall be increased accordingly so that reimbursement to the County for such payments may be effected by means of payments from the Interest Account and Principal Account, respectively.

**ARTICLE CXLIX** The Trustee shall keep records and accounts with respect to the Revenue Fund so that all amounts received by the Trustee from the Corporation under the Loan Agreement can be properly designated as (i) the Interest Portion of Basic Loan Payments or the Principal Portion of Basic Loan Payments and (ii) other amounts payable under the Loan Agreement as Additional Loan Payments (including those attributable to the Purchase Option Price or Mandatory Purchase Price) or investment earnings attributable to such amounts, provided that Basic Loan Payments shall be applied to the Interest Portion prior to the Principal Portion.

**ARTICLE CL** Debt Service Fund.

**ARTICLE CLI(a)** On each Interest Payment Date of the Outstanding Bonds of any Series, the Trustee shall withdraw from the Capitalized Interest Account, if so designated, and the Interest Account in the Debt Service Fund amounts equal in the aggregate to the interest due on such Bonds on 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 such interest to the Holders as of the Record Date, all in accordance with the terms of this Bond Resolution.

(b) If, by 9:00 a.m. Eastern Standard Time (“EST”) one (1) month prior to any Interest Payment Date, the Trustee has determined that there are insufficient funds in the Interest Account in the Debt Service Fund (after taking into account any moneys earmarked for transfer therein from the Revenue Fund and all other amounts available hereunder for transfer into the Interest Account in the Debt Service Fund) to pay the full amount of interest due and owing on such Bonds on such Interest Payment Date, the Trustee shall immediately notify the Authority, the Corporation, the County and the Paying Agent of such deficiency. The Trustee shall continue to notify such entities of any continuing deficiency on a weekly basis, with the final notification being 9:00 a.m. EST on any such Interest Payment Date.

**ARTICLE CLII**The County shall timely satisfy any such deficiency remaining as of 10 a.m. on any such Interest Payment Date, by immediately making a payment under the County Guaranty (in accordance with the terms of the County Guaranty Agreement) in the amount of any continuing deficiency in immediately available funds to the Trustee for deposit in the Interest Account in the Debt Service Fund. Such moneys shall be transferred from the Trustee to the Paying Agent and applied by the Paying Agent to the payment to Holders as of the Record Date of such interest due on such Bonds on such Interest Payment Date in accordance with this Bond Resolution. The Authority and the Trustee shall enforce the provisions of the County Guaranty to the extent the County fails, for whatever reason, to promptly act in accordance with the terms thereof.

**ARTICLE CLIII(a)** On each Principal Payment Date of the Outstanding Bonds of any Series, the Trustee shall withdraw from the Principal Account in the Debt Service Fund amounts equal in the aggregate to the principal (including any Sinking Fund Installment) or Redemption Price, as applicable, due on such Bonds on such Principal Payment Date. Such moneys shall be transferred from the Trustee to the Paying Agent and applied by the Paying Agent to the payment of such principal (including any Sinking Fund Installment) or Redemption Price, as applicable, to the Holders as of the Record Date, all in accordance with the terms of this Bond Resolution.

(b) If, by 9:00 a.m. EST one (1) month prior to any Principal Payment Date, the Trustee has determined that there are insufficient funds in the Principal Account in the Debt Service Fund (after taking into account any moneys earmarked for transfer therein from the Revenue Fund and all other amounts available hereunder for transfer into the Principal Account in the Debt Service Fund) to pay the full amount of principal (including any Sinking Fund Installment) or Redemption Price, as applicable, due and owing on such Bonds on such Principal Payment Date, the Trustee shall immediately notify the Authority, the Corporation, the County and the Paying Agent of such deficiency. The Trustee shall continue to notify such entities of any continuing deficiency on a weekly basis, with the final notification being 9:00 a.m. EST on any such Principal Payment Date.

**ARTICLE CLIV**The County shall timely satisfy any such deficiency remaining as of 10 a.m. on any such Principal Payment Date, by immediately making a payment under the County Guaranty (in accordance with the terms of the County Guaranty Agreement) in the amount of any continuing deficiency in immediately available funds to the Trustee for deposit in the Principal Account in the Debt Service Fund. Such moneys shall be transferred from the Trustee to the Paying Agent and applied by the Paying Agent to the payment to Holders as of the Record Date of such principal (including any Sinking Fund Installment) or Redemption Price, as applicable, due on such Bonds on such Principal Payment Date in accordance with this Bond Resolution. The Authority and the Trustee shall enforce the provisions of the County Guaranty to the extent the County fails, for whatever reason, to promptly act in accordance with the terms thereof.

**ARTICLE CLV**To the extent the County makes payment of all or a portion of the principal of and interest on the Series 2023 Bonds under the County Guaranty and/or the Deficiency Agreement, the amount so paid by the County shall be considered to constitute unpaid interest, principal and/or Sinking Fund Installments, and the County shall be entitled to reimbursement for such payments by means of payments from the Interest Account and Principal Account, respectively, after provision has been made for payment of debt service due on the next succeeding Interest Payment Date or Principal Payment Date, as applicable..

**ARTICLE CLVI Replacement Reserve Fund.**

Funds shall be deposited from time to time into the Replacement Reserve Fund pursuant to Section 5.05(1)(e) hereof. The Trustee shall make payments, if any, from the Replacement Reserve Fund for Replacement Costs of the Housing Project in the amounts, at the times on each Draw Date, in the manner and on the other terms and conditions set forth in this Section 5.07 and Section 510 and 511 of the Loan Agreement. Before any payment from the Replacement Reserve Fund shall be made, the Corporation shall file with the Trustee the Draw Papers therefor (executed by the Corporation that the Replacement Cost has been incurred, and acknowledged as to form only by the Authority), which Draw Papers shall be in substantially the form set forth as Exhibit C to the Loan Agreement. The Trustee shall issue a copy of such Draw Papers to the Authority, and thereupon promptly issue the Trustee's check for each payment required by such Draw Papers to or on behalf of the Corporation, or the Trustee shall, by interbank transfer or other method, arrange to make and promptly make the payment required by such Draw Papers to or on behalf of the Corporation.

**ARTICLE CLVII Rebate Fund.**

The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund ("Rebate 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 Bonds and each subsequent Series of tax-exempt Bonds. Each separate account shall be maintained until all of the tax-exempt Bonds of the Series to which such account relates have been retired and for seventy-five (75) days thereafter. Except as provided in a Supplemental Bond Resolution with respect to any Series of tax-exempt Bonds, the procedures set forth in this Bond Resolution shall apply with respect to each Series of tax-exempt Bonds. Notwithstanding any other

provision of this Indenture, 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.

**ARTICLE CLVIII General Fund.**

**ARTICLE CLIX** If on any Basic Loan Payment Date the amount of Revenues on deposit in the Revenue Fund is not sufficient to satisfy all payments and transfers required to be made pursuant to paragraphs (a) through (f) of Section 5.05(1) hereof, then the Trustee shall, without further direction by the Authority, immediately transfer amounts on deposit in the General Fund to make such payments and transfers, in the order of priority set forth in said Section 5.05(1).

**ARTICLE CLX** If, on the first day of each Bond Year beginning \_\_\_\_\_ 1, 20\_\_, funds shall remain on deposit in the General Fund, and if all payments and transfers from the Revenue Fund required pursuant to paragraphs (a) through (f) of Section 5.05 hereof in respect of the preceding Bond Year shall have been made, then any amounts then remaining on deposit in the General Fund shall be applied by the Trustee as follows:

First, to the County, (a) first, as reimbursement for any payments theretofore made by the County (and not yet reimbursed to the County) in respect of principal of and/or interest on the Series 2023 Bonds paid by the County under the County Guaranty and/or the Deficiency Agreement, and (b) second, as a payment in respect of the Deferred Purchase Price, to the extent any portion of the Deferred Purchase Price then remains outstanding and unpaid; and

Second, to the extent of any remaining balance in the General Fund, to such Funds and Accounts, and/or to any other corporate purpose authorized by the Act, as the Authority may direct in a Certificate of an Authorized Officer of the Authority and approved by the Corporation (which approval shall not be unreasonably withheld). Except as may be provided in such direction, and in the absence of direction, any funds remaining in the General Fund as of the thirtieth (30<sup>th</sup>) day of such Bond Year shall be retained in the General Fund (unless sooner applied as provided in paragraph (1) of this Section 5.09) until the first day of the next succeeding Bond Year (whereupon such amounts shall be applied as provided in paragraph (2) of this Section 5.09),

**ARTICLE CLXI Tax-exempt Bonds.**

**ARTICLE CLXII** The Supplemental Resolution for any Series of Additional Bonds constituting Tax-exempt Bonds shall contain such provisions regarding a rebate fund, rebatable arbitrage, notice, records and other matters as may be required by a Tax Certificate or otherwise required to allow Bond Counsel to issue an opinion that the interest on the gross income of any such Series of Tax-exempt Bonds shall be excludable from the gross income of the Holders thereof for Federal income tax purposes. For tax covenants with respect to the Bonds please see Section 8.06 herein.

**ARTICLE CLXIII Moneys to Be Held in Trust.**

All moneys required to be deposited with or paid to the Trustee or the Paying Agent for the account of any Fund or Account established under any provision of this Bond Resolution for



the Bonds in accordance with this Bond Resolution, other than the Administrative Fund, shall be held by the Trustee or the Paying Agent, as the case may be, in trust for the Holders of the Bonds and shall constitute part of the Trust Estate while held by the Trustee or the Paying Agent; provided, however, that moneys deposited with or held by the Trustee or the Paying Agent for the redemption of Bonds on or after the redemption date of such Bonds, or for the payment of the principal of, Redemption Price, if any, or the interest on Bonds on or after the date on which such amounts shall have become due, shall be held and applied solely for the redemption or payment of such Bonds or the payment of such interest.

#### **ARTICLE CLXIV Investments.**

**ARTICLE CLXV** All moneys in any of the Funds and Accounts created under this Bond Resolution shall be invested by the Trustee as directed by the Authority in writing, subject to the further provisions of this Section 5.12. The Trustee may conclusively rely upon such written direction of the Authority as to any and all investments.

**ARTICLE CLXVI** Moneys in all Funds and Accounts created under this Bond Resolution, other than the Debt Service Fund and the Accounts established therein, shall be invested in Investment Securities, the principal of and the interest on which are payable not later than the dates on which it is estimated, by the Authority, that such moneys will be required hereunder. Moneys in the Debt Service Fund shall only be invested in such securities as are described in clause (i) of the definition of “Investment Securities” in Section 1.01 hereof, the principal of and the interest on which are payable not later than the dates on which it is estimated, by the Authority, that such moneys will be required hereunder. Moneys on deposit in the Revenue Fund and the Debt Service Fund shall be invested in such Investment Securities as to mature or otherwise become available for payment no later than any Interest Payment Date or Principal Payment Date.

**ARTICLE CLXVII** Investment Securities as an investment of moneys in any Fund or Account created under this Bond Resolution shall be credited to such Fund or Account. For the purpose of determining the amount in any Fund or Account at any time in accordance with this Bond Resolution, all Investment Securities credited to such Fund or Account shall be valued annually on the first day of any Bond Year at the lesser of amortized cost (exclusive of accrued interest) or fair market value, and any deficiency resulting therefrom shall be payable by the Corporation as an Additional Loan Payment under the Loan Agreement ratably every month over a period not to exceed five (5) months from such valuation date.

**ARTICLE CLXVIII** All interest, profits and other income earned and received by the Trustee and the Authority, as appropriate, net of any losses suffered (herein called the “net earnings”), from the investment of moneys in any Fund or Account shall be retained in and treated as part of such Fund or Account and applied in accordance with the applicable Sections of this Bond Resolution governing such Fund or Account, and applied in accordance with the applicable Sections of this Bond Resolution governing such Fund or Account

**ARTICLE CLXIX** The Trustee may act as principal or agent in the acquisition or disposition of any Investment Securities. The Trustee shall exercise its best efforts to sell at market price obtainable, or present for redemption, any Investment Securities to the credit of any Fund or Account created under this Bond Resolution and the Accounts established therein whenever it shall

be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from such Fund or Account, and the Trustee shall not be liable for any loss resulting from such necessary sale so made of such investments.

## ARTICLE CLXX

### AUTHORITY FINANCING DOCUMENTS, BOND PURCHASE AGREEMENT AND OFFICIAL STATEMENTS

#### **ARTICLE CLXXI Terms and Conditions of Authority Documents.**

The Authority hereby authorizes the Trustee to disburse funds from the Project Fund in accordance with the terms set forth herein and in the Loan Agreement for the purpose of acquiring, constructing, renovating and installing the Housing Project. Consequently, the Authority shall enter into or adopt, as the case may be, the Loan Agreement, the Guaranty Agreement, the Subsidy and Deficiency Agreement, the County Continuing Disclosure Agreement and any other Financing Documents to be executed and/or acknowledged by the Authority in respect of the Housing Project and the Series 2023 Bonds (collectively, the “*Authority Financing Documents*”) in the manner, on the terms and conditions and upon submission of the documents required by this Article VI, and not otherwise.

#### **ARTICLE CLXXII Form of Authority Financing Documents.**

The Authority hereby severally authorizes its Authorized Officers to enter into the Authority Financing Documents to be executed or acknowledged by the Authority (a) in the form thereof attached hereto as **Exhibit A** upon original adoption of this Bond Resolution on August 23, 2023, with such immaterial changes thereto as shall be within the parameters set forth herein and the terms of the Local Finance Board Application, and (b) to the extent not attached hereto, in such forms as shall be consistent with this Bond Resolution and the terms of the Local Finance Board Application, in both cases, as shall be determined exclusively by any such Authorized Officer, after consultation with Counsel, which determination shall be conclusively evidenced by any such Authorized Officer’s execution and delivery thereof. To the extent the final forms of the Authority Financing Documents attached hereto shall be materially changed from that attached hereto as **Exhibit A** prior to the issuance of the Series 2023 Bonds, such Authority Financing Documents may be authorized by a subsequent authorizing resolution of the Authority without compliance with the provisions of Article XI hereof. The Chair 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 Chair or any such other Authorized Officer to consummate the transactions contemplated hereby and by such Authority Financing Documents; provided, however, that such Authority Financing Documents shall in any event conform in all material respects to the provisions of this Article VI.

#### **ARTICLE CLXXIII Loan Payments.**

The Authority shall establish Basic Loan Payments under the Loan Agreement in such amounts that, together with any amounts available and required to be treated as credits thereunder or under this Bond Resolution, shall be sufficient to pay the principal and prepayment premium, if any, of and the interest on all Series of Bonds as the same become due and payable.

#### **ARTICLE CLXXIV Bond Purchase Agreement or Notice of Sale.**

The Authority hereby severally authorizes its Authorized Officers to negotiate with an Underwriter selected in accordance with the terms of applicable Authority resolutions for the sale of all of the Series 2023 Bonds and any Series of Additional Bonds upon terms and conditions to be set forth in a bond purchase agreement, which may include the Bond Purchase Agreement, which terms and conditions shall be within the constraints set forth herein, in the Local Finance Board Application, and in such other Authority resolutions pertaining thereto and shall be determined exclusively by any Authorized Officer, after consultation with Counsel, which determination shall be conclusively evidenced by the Authorized Officer's execution and delivery thereof. The Chair 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 Chair or any such other Authorized Officer to consummate the transactions contemplated hereby and by such bond purchase agreement, including the Bond Purchase Agreement.

#### **ARTICLE CLXXV Preliminary Official Statement.**

**ARTICLE CLXXVI**The Authorized Officers of the Authority are hereby severally authorized and directed, upon satisfaction of all of the legal conditions precedent to the delivery of the preliminary official statement relating to the Series 2023 Bonds and any Series of Additional Bonds by the Authority, as determined by an Authorized Officer of the Authority in consultation with the Chair of and Counsel to the Authority, to deliver a preliminary official statement (the **"Preliminary Official Statement"**) "deemed final" within the meaning and for the purposes of Rule 15c2-12, and otherwise in the form and with such provisions as such Authorized Officer, after consultation with the Chair of and Counsel to the Authority, deems in their sole discretion to be necessary or desirable for the delivery thereof, which delivery thereof by such Authorized Officer shall conclusively evidence his consent to the provisions thereof.

**ARTICLE CLXXVII**The Authorized Officers of the Authority are hereby severally 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 such Authorized Officer, after consultation with the Chair of and Counsel to the Authority, deems necessary or desirable to effect the issuance of the Series 2023 Bonds and any Series of Additional Bonds and the transactions contemplated by the Preliminary Official Statement.

#### **ARTICLE CLXXVIII Official Statement.**

The Authorized Officers of the Authority are hereby severally authorized and directed to execute and deliver a final official statement (the **"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, including the Bond Purchase Agreement as such Authorized Officers, after consultation with the Chair of and Counsel to the Authority, deems necessary or desirable to effect the issuance of the Series 2023 Bonds and any Series of Additional Bonds and the transactions contemplated by the final Official Statement.

**ARTICLE CLXXIX Continuing Disclosure.**

**ARTICLE CLXXX**The Authority hereby determines that the Corporation is an “obligated person” with respect to the Series 2023 Bonds, within the meaning and for purposes of Rule 15c2-12. Accordingly, the Corporation will be required to enter into the Corporation Continuing Disclosure Agreement, in form and substance acceptable to the Chairman or any other Authorized Officer of the Authority, in consultation with Bond Counsel, general counsel and any other applicable advisors to the Authority.

**ARTICLE CLXXXI**The Authority hereby further determines that the County is also an “obligated person” with respect to the Series 2023 Bonds, within the meaning and for purposes of Rule 15c2-12. Accordingly, the County shall be required to enter into the County Continuing Disclosure Agreement, in such form as set forth in Exhibit A hereto, with such changes as may be acceptable to the Chairman or any other Authorized Officer of the Authority, in consultation with Bond Counsel, general counsel and any other applicable advisors to the Authority.

**ARTICLE CLXXXII**The Authority hereby further determines that the Authority is not an “obligated person” with respect to the Series 2023 Bonds, within the meaning and for the purposes of Rule 15c2-12. However, as issuer of the Series 2023 Bonds, the Authority will agree, in the County Continuing Disclosure Agreement or separately, to provide notice of the occurrence of certain listed events with respect to the Series 2023 Bonds, as shall be set forth in the County Continuing Disclosure Agreement or other applicable instrument.

**ARTICLE CLXXXIII**Notwithstanding any provision to the contrary in Article XI hereof, the Authority may amend or supplement this Section 6.07 and the corresponding provisions of the County Continuing Disclosure Agreement to comply with any amendment, supplement, modification, termination or other change to Rule 15c2-12 without the consent of any other Interested Party or any Bondholder.

## **ARTICLE CLXXXIV**

### **SERVICING OF LOAN PAYMENTS**

#### **ARTICLE CLXXXV Defaults.**

The Trustee shall notify the Authority of its failure to receive any Loan Payment of the Corporation, if any, due under the Loan Agreement, or of any other Event of Default under the Loan Agreement known to the Trustee.

Upon the occurrence of an Event of Default under the Loan Agreement, the Trustee shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all of the terms and conditions of the Loan Agreement, including (without limitation) the prompt payment of all Loan Payments and all other amounts due the Authority and the observance and performance of all duties, covenants, obligations and agreements thereunder.

Except as otherwise provided in the Loan Agreement or in this Bond Resolution, the Trustee shall not release the duties, covenants, obligations or agreements of the Corporation under the Loan Agreement, and shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Authority and the Holders under or with respect to the Loan Agreement; provided, however, that this provision shall not be construed to prevent the Trustee (with the consent of the Authority) from settling a default under the Loan Agreement on such terms as the Trustee shall determine to be in the best interests of the Authority and the Holders. The Authority hereby appoints the Trustee as its agent and attorney-in-fact for the purpose of enforcing all rights, title and interests of the Authority on behalf of the Holders under the Loan Agreement, except for the Authority's Reserved Rights.

#### **ARTICLE CLXXXVI Termination of Loan Agreement.**

Upon the payment in full of all amounts due under the Loan Agreement, the Authority shall cancel the obligation of the Corporation evidenced by the Loan Agreement and shall terminate and release all security interests and liens created under the Loan Agreement, and the Authority and the Trustee shall take any and all other action required of the Authority or the Trustee thereunder in connection with such cancellation and termination, including (without limitation) the execution of all relevant documents in connection with such actions.

#### **ARTICLE CLXXXVII Files.**

The Trustee shall keep a file for all records and other documents pertaining to disbursements of the Project Fund in accordance with this Bond Resolution and the Loan Agreement, and pertaining to all Loan Payments and other amounts received by the Trustee under the Loan Agreement, and all communications from or received by the Trustee with respect to the Housing Project. Such file shall be kept at the Principal Office of the Trustee and shall be available for inspection by the Authority, the County, and the Corporation and their respective agents at reasonable times and under reasonable circumstances.

#### **ARTICLE CLXXXVIII Trustee's Obligations.**

The Trustee shall observe and perform all duties, covenants, obligations and agreements of the Authority under the Loan Agreement to the extent specified herein and therein. If an inconsistency arises between the Loan Agreement and this Bond Resolution, the Trustee shall rely on this Bond Resolution. Notwithstanding the preceding sentence, the Trustee shall have no duty to acquire, construct, renovate or install the Housing Project.

## **ARTICLE CLXXXIX**

### **GENERAL COVENANTS**

#### **ARTICLE CXCPayment of Bonds; Special and Limited Obligations of Authority.**

The Authority shall pay or cause to be paid the principal or Redemption Price, if any, of and the interest on every Bond of each Series on the date, at the place and in the manner provided herein, in the Applicable Supplemental Resolution and in such Bonds according to the true intent and meaning thereof; provided, however, that the Bonds of each Series are special and limited obligations of the Authority, the principal or Redemption Price, if any, of and the interest on which are payable solely from the Trust Estate.

The Bonds of each Series shall not be payable from the general funds of the Authority, and shall not constitute a legal or equitable pledge of, or lien or encumbrance upon, any of the assets or property of the Authority (other than the Trust Estate) or upon any of its income, receipts or revenues, except as provided in this Bond Resolution. The full faith and credit of the Authority are not pledged, either expressly or by implication, to the payment of the Bonds. The Authority has no taxing power, and has no claim on any revenues or receipts of the State or any agency or political subdivision thereof or the County (except as expressly provided in the County Guaranty).

#### **ARTICLE CXCI Observance and Performance of Duties, Covenants, Obligations and Agreements; Representations as to Authorization and Validity of Bonds.**

The Authority shall faithfully observe and perform at all times all of its duties, covenants, obligations and agreements contained in the Loan Agreement, this Bond Resolution, any Supplemental Resolution or any Bond executed, authenticated and delivered under this Bond Resolution or under any Supplemental Resolution or in any proceedings of the Authority pertaining thereto.

The Authority represents and covenants that: (i) it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Bonds of each Series, to enter into the Loan Agreement, and to pledge the Trust Estate in the manner and to the extent set forth in this Bond Resolution and as shall be set forth in any Supplemental Resolution; (ii) all action on its part for the issuance of the Bonds of each Series will be duly and effectively taken; and (iii) the Bonds of each Series in the hands of the Holders thereof will be valid and binding special and limited obligations of the Authority, enforceable against the Authority in accordance with their terms.

#### **ARTICLE CXCIILiens, Encumbrances and Charges.**

The Authority shall not create or cause to be created and shall not suffer to exist any lien, encumbrance or charge upon the Trust Estate, except the pledge, lien and charge created for the security of the Holders of the Bonds. To the extent Revenues are received, the Authority will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands that if unpaid might by law become a lien upon the Trust Estate; provided, however, that nothing contained in this Section 8.03 shall require the Authority to pay or cause to be discharged, or to make provision for, any



such lien, encumbrance or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

So long as Bonds of any Series shall be Outstanding, the Authority shall not issue any bonds, notes or other evidences of indebtedness, other than such Bonds, secured by any pledge of or other lien or charge on the Trust Estate. Nothing in this Bond Resolution is intended to or shall affect the right of the Authority to issue bonds, notes and other obligations under other resolutions or indentures for any of its other purposes.

#### **ARTICLE CXCIHAccounts and Audits.**

The Authority shall keep, or cause to be kept, proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Housing Project, this Bond Resolution and any Supplemental Resolution, which books and accounts (at reasonable hours and subject to the reasonable rules and regulations of the Authority) shall be subject to the inspection of the Trustee, the County, the Corporation, any Holder of any Bonds or their agents or representatives duly authorized in writing. The Authority shall have the right to cause such books and accounts to be audited annually within ninety (90) days after the end of its fiscal year by an Independent Public Accountant selected by the Authority. Annually, within thirty (30) days after the receipt by the Authority of the report of such audit, a signed copy of such report shall be furnished to the Trustee. Such report shall include at least: (i) a statement of all Funds and Accounts (including investments thereof) held by the Trustee pursuant to the provisions of this Bond Resolution; (ii) a statement of the Revenues collected in connection with this Bond Resolution; and (iii) a statement that, in making such audit, no knowledge of any payment default in the fulfillment of any of the terms, covenants or provisions of this Bond Resolution was obtained or, if knowledge of any such default was obtained, a statement thereof.

#### **ARTICLE CXCIVFurther Assurances.**

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

#### **ARTICLE CXCVTax Covenants.**

**ARTICLE CXCVI**The Authority, the Corporation and the County covenant that they 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 tax-exempt Bonds under Section 103 of the Code. The Authority and the Corporation will not directly or indirectly use or permit the use of any proceeds of any Series of tax-exempt Bonds or any other funds of the Authority or the Corporation, or take or omit to take any action that would cause any Series of tax-exempt Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the Authority and the Corporation will comply with all requirements of Section 148 of the Code to the extent

applicable to each Series of tax-exempt Bonds. In the event that at any time the Authority or the Borrower is of the opinion that for purposes of this Section 8.06 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Bond Resolution, the Loan Agreement or otherwise, the Authority or the Corporation 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 Corporation 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 tax-exempt Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The Corporation specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined under Section 5.08 hereof the Rebateable Arbitrage Requirement, as described in the Loan Agreement.

The Authority and the Corporation will not allow the amount of Gross Proceeds of any Series of tax-exempt Bonds invested during any Bond Year in Nonpurpose Investments with a Yield in excess of the Yield on such tax-exempt Bonds to exceed one hundred fifty percent (150%) of Scheduled Debt Service on such tax-exempt Bonds for that Bond Year plus \$100,000, provided, however, that until three (3) years following the Issue Date for such tax-exempt Bonds, amounts invested in the applicable Project Account in the Project Fund and in the applicable Costs of Issuance Account in the Administrative 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 8.06 and Section 5.08 hereof, if the Corporation shall provide to the Authority, the County and the Trustee an Opinion of Bond Counsel to the effect that any action required under this Section 8.06 and Section 5.08 hereof 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 tax-exempt 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.

**ARTICLE CXCVIII**In connection with the issuance of any Series of Additional Bonds issued as Tax-exempt Bonds, an Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority (i) the Tax Certificate and (ii) any similar documents relating to the characterization of such Series of Bonds as not being “arbitrage bonds” within the meaning of Sections 103(a)(2) and 148 of the Code. Any further provisions relating thereto shall be as set forth in the Supplemental Resolution authorizing any such Series of Additional Bonds.

**ARTICLE CXCVIII Optional Prepayment and Mandatory Prepayment Through the Application of Additional Loan Payments.**

Upon the repayment, in whole or in part, of Basic Loan Payments due and owing under the Loan Agreement through the payment of Additional Loan Payments, the Authority shall elect to apply such prepayment proceeds (i) to the purchase of Bonds in the secondary market, (ii) to the redemption of Bonds in accordance with Article IV hereof, or (iii) to the payment of Bonds in accordance with Section 12.01 hereof. The Authority may only consent to such partial prepayment pursuant to the Loan Agreement if it simultaneously delivers to the Trustee (i) a certificate of an Independent Public Accountant demonstrating that the aggregate Basic Loan Payments due pursuant to the Loan Agreement after such prepayment shall be sufficient to pay, when due, the principal of and the interest on all Bonds Outstanding after giving effect to the Authority's election required in the immediately preceding sentence, and (ii) irrevocable instructions to effectuate such election regarding the application of prepayment proceeds, including, without limitation, delivering any documents required under the Loan Agreement.

## **ARTICLE CXCIX**

### **DEFAULT PROVISIONS; REMEDIES OF TRUSTEE AND BONDHOLDERS**

#### **ARTICLE CC Defaults; Events of Default.**

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default” for the Bonds of all Series then Outstanding:

**ARTICLE CCI** default in the due and punctual payment of any interest on any Bond; or

**ARTICLE CCII** default in the due and punctual payment of the principal, Sinking Fund Installment or Redemption Price of any Bond whether at the stated maturity thereof or on any date fixed for the redemption of such Bond; or

**ARTICLE CCIII** if (i) the Authority shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (ii) the Authority shall institute a proceeding seeking an order for relief under federal bankruptcy law or seeking to be adjudicated a bankrupt or insolvent or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or all of its debts under New Jersey bankruptcy or insolvency law, (iii) with the consent of the Authority, there shall be appointed a receiver, liquidator or similar official for the Authority under federal bankruptcy law or under New Jersey bankruptcy or insolvency law, or (iv) without the application, approval or consent of the Authority, a receiver, trustee, liquidator or similar official shall be appointed for the Authority under federal bankruptcy law or under New Jersey bankruptcy or insolvency law or a proceeding described in clause (ii) above shall be instituted against the Authority, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) consecutive days; or

**ARTICLE CCIV** if (i) the Authority shall make an assignment for the benefit of creditors, (ii) the Authority shall apply for or seek the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (iii) the Authority shall fail to file an answer or other pleading denying the material allegations of any proceeding filed against it described under clause (iv) of paragraph (c) of this Section 9.01, (iv) the Authority shall take any action to authorize or effect any of the actions set forth in paragraph (c) or (d) of this Section 9.01, (v) the Authority shall fail to contest in good faith any appointment or proceeding described in paragraph (c) or (d) of this Section 9.01, or (vi) without the application, approval or consent of the Authority, a receiver, trustee, examiner, liquidator or similar official shall be appointed for any substantial part of the Authority’s property, and such appointment shall continue undischarged or such proceeding shall continue undismissed or unstayed for a period of thirty (30) consecutive days; or

**ARTICLE CCV** the Authority shall default in the performance or observance of any other of the duties, covenants, obligations, agreements or conditions on the part of the Authority to be performed or observed under this Bond Resolution or under the Bonds of each Series, which default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall be given to the Authority by the Trustee or the Bondholders in accordance with Section 9.09 hereof.

## **ARTICLE CCVI Acceleration of Bonds; Remedies.**

If an Event of Default described in Section 9.01 hereof shall occur for any Series of Bonds, the Trustee shall give prompt written notice thereof to the Authority, the County and the Corporation, whereupon the Authority, the County and the Corporation shall be able to cure such default. If said Event of Default shall not have been cured within thirty (30) days of said written notice, the Trustee shall give written notice thereof to Holders, with copies to the Authority, the County and the Corporation.

In the case of any Event of Default described in Section 9.01(a) or (b) only, the Trustee, at the written request of the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall, by telephonic notice to the Authority (promptly confirmed in writing), declare the principal of all Bonds then Outstanding to be due and payable. Upon any such declaration, the Trustee shall forthwith give written notice thereof to the Authority, the County and the Corporation.

At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such Event of Default, or before the completion of the enforcement of any other remedy under this Bond Resolution, the Trustee, by written notice to the Authority, may annul such declaration and its consequences if: (i) moneys shall have accumulated in the Interest Account and the Principal Account in the Debt Service Fund sufficient to pay all arrears of interest, if any, upon all of the Outstanding Bonds (except the interest accrued on such Bonds since the last Interest Payment Date) and the principal then due on all Bonds (except the principal on any such Bonds due solely as a result of any such declaration of acceleration); (ii) moneys shall have accumulated and be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; and (iii) every other default known to the Trustee in the observance or performance of any duty, covenant, obligation, condition or agreement contained in the Bonds or in this Bond Resolution shall have been remedied to the satisfaction of the Trustee; provided, however, that such declaration may be annulled only with the written consent of the Holders of not less than 25% in aggregate principal amount of the Bonds Outstanding and not then due by their terms. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Upon the occurrence of an Event of Default, the Trustee shall also have the following rights and remedies:

**ARTICLE CCVII** The Trustee may pursue any available remedy at law or in equity or by statute, other than acceleration of the Bonds (which shall be governed exclusively by the second and third paragraphs of this Section 9.02), to enforce the payment of the principal of and the interest on the Bonds then Outstanding, including (without limitation) enforcement of any rights of the Authority or the Trustee under the Loan Agreement;

**ARTICLE CCVIII** The Trustee by action or suit in equity may require the Authority to account as if it were the trustee of an express trust for the Holders of Bonds, and may take such action with respect to the Loan Agreement as the Trustee deems necessary or appropriate and in the best interests of the Holders of Bonds, subject to the terms of the Loan Agreement; and

**ARTICLE CCIX** Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Holders of Bonds under this Bond Resolution, the Trustee will be entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate and the issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

If an Event of Default shall have occurred with respect to any Bonds, and if requested so to do by the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its reasonable satisfaction therefor, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section 9.02 as directed by such Holders of Bonds.

No right or remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee (or to the Holders of Bonds) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to such Holders hereunder or now or hereafter existing at law or in equity or by statute other than pursuant to the Act. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Holders of any Bonds in default, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

**ARTICLE CCX Right of Holders of Bonds to Direct Proceedings.**

Anything in this Bond Resolution to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds in default then Outstanding shall have the right at any time during the continuance of an Event of Default of such Bonds, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution or for the appointment of a receiver or any other proceedings hereunder; provided, however, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Resolution.

**ARTICLE CCXI Application of Moneys.**

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article IX upon any acceleration of the due date for the payment of the principal of and the interest on the Bonds in default (including, without limitation, moneys received by virtue of action taken under provisions of the Loan Agreement, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to

the Trustee in connection with such Bonds hereunder) shall be applied, first, to the payment of the principal and the interest then due and unpaid upon the Bonds in default, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.04, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date, unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond in default until such obligation shall be presented to the Trustee for appropriate endorsement or for cancellation, as the case may be.

#### **ARTICLE CCXII Remedies Vested in Trustee.**

All rights of action (including, without limitation, the right to file proofs of claims) under this Bond Resolution or under any of the Bonds in default may be enforced by the Trustee without possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee for the equal and ratable benefit of the Holders of all the Outstanding Bonds without the necessity of joining as plaintiffs or defendants any Holders of such Bonds.

#### **ARTICLE CCXIII Rights and Remedies of Holders of Bonds.**

No Holder of Bonds then Outstanding in default shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Bond Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) the Holders shall have offered 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 for sixty (60) days after receipt of such request and offer of indemnification shall have failed, to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Bond Resolution and to any action or cause of action for the enforcement of this Bond Resolution or for the appointment of a receiver or for any other remedy hereunder. It is understood and intended that no one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Resolution by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted,

had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds then Outstanding; provided, however, that nothing contained in this Bond Resolution shall affect or impair the right of the Holder of any Bond to enforce the payment of the principal or Redemption Price of and the interest on such Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal or Redemption Price of and the interest on each of the Bonds issued hereunder to the respective Holders thereof, at the time and place, from the source and in the manner expressed in the Bonds and in this Bond Resolution and the Applicable Supplemental Resolution.

#### **ARTICLE CCXIV Termination of Proceedings.**

In case the Trustee or a Holder of a Bond in default shall have proceeded to enforce any right under this Bond Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or such Holder, then and in every such case the Authority, the Trustee and the Holders of Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee and the Holders shall continue as if no such proceedings had been taken.

#### **ARTICLE CCXV Waivers of Events of Default.**

The Trustee may, and upon the written request of the Holders of 50% in aggregate principal amount of all Bonds in default then Outstanding shall, waive any Event of Default that shall have been remedied before the completion of the enforcement of any remedy under this Bond Resolution; but no such waiver shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

#### **ARTICLE CCXVI Notice of Certain Defaults; Opportunity of Authority to Cure Defaults.**

Anything herein to the contrary notwithstanding, no Default under Section 9.01(e) hereof shall constitute an Event of Default until actual notice of such Default shall be given to the Authority, by registered or certified mail, by the Trustee or the Holders of not less than 25% in aggregate principal amount of all Bonds then Outstanding, and the Authority shall not have corrected the Default or caused the Default to be corrected within thirty (30) days following the giving of such notice; provided, however, that if the Default be such that it is correctable but cannot be so corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the Default is corrected.

The Authority hereby grants to the Trustee full authority for the account of the Authority (but the Trustee shall have no obligation) to observe or perform any duty, covenant, obligation or agreement in any alleged Default concerning which notice is given to the Authority under the provisions of this Section 9.09 in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and to perform any such things and acts and with full power of substitution.



## **ARTICLE CCXVII**

### **THE FIDUCIARIES**

#### **ARTICLE CCXVIII Appointments, Duties, Immunities and Liabilities of Trustee.**

Such banking institution or trust company authorized to conduct business in the State, as shall be identified in the Certificate of an Authorized Officer of the Authority referred to in Section 2.02(1)(e) hereof, shall act as Trustee under this Bond Resolution. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution, the Loan Agreement, the County Guaranty Agreement, and all other Financing Documents, as applicable, by executing and delivering to the Authority a written acceptance thereof, and, by executing such acceptance, the Trustee shall be deemed to have accepted such duties and obligations with respect to all the Bonds thereafter to be validly issued, but only, however, upon the terms and conditions set forth in this Bond Resolution and in such other Financing Documents.

#### **ARTICLE CCXIX Paying Agents; Appointments.**

**ARTICLE CCXX**The Trustee is hereby appointed Paying Agent for the Series 2023 Bonds. The Authority shall appoint one or more Paying Agents for the Bonds of each additional Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 10.13 hereof for a successor Paying Agent.

**ARTICLE CCXXI**Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering to the Authority and to the Trustee a written acceptance thereof.

**ARTICLE CCXXII**Unless otherwise provided, the principal corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Authority for the payment of the principal or Redemption Price, if any, of and the interest on the Bonds.

**ARTICLE CCXXIII**The Authority may enter into agreements with any Paying Agent providing for the payment to the Authority of amounts in respect of interest earned on moneys held by such Paying Agent for the payment of principal or Redemption Price, if any, of and the interest on the Bonds. Any such payments to the Authority shall be deposited in the Revenue Fund and applied as Revenues.

#### **ARTICLE CCXXIV Responsibilities of Fiduciaries.**

**ARTICLE CCXXV**The recitals of fact contained herein and in the Bonds shall be taken as the statements of the Authority, and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representation as to the validity or sufficiency of this Bond Resolution or of any Bonds issued hereunder or as to the security afforded hereby, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Authority or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect thereof or to advance any of its own moneys, unless properly indemnified by the Authority. Subject to the provisions of

subsection (2) of this Section 10.03, no Fiduciary shall be liable in connection with the observance and performance of its duties and obligations hereunder except for its own negligence or willful misconduct.

**ARTICLE CCXXVI**The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and obligations and only such duties and obligations as are specifically set forth in this Bond Resolution. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers invested in it by this Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provision of this Bond Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may conclusively rely shall be subject to the provisions of this Section 10.03.

**ARTICLE CCXXVII Evidence Upon Which Fiduciaries May Act.**

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

**ARTICLE CCXXIX**Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Bond Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of an Authorized Officer of the Authority, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Bond Resolution upon the faith thereof.

**ARTICLE CCXXX**Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Authority to any Fiduciary shall be sufficiently executed in the name of the Authority by an Authorized Officer of the Authority.

**ARTICLE CCXXXI**Whenever any Fiduciary shall receive any written notice, Supplemental Resolution, written request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it via telecopy pursuant to any provision of this Bond Resolution, the Fiduciary shall accept same; provided, however, that the original of any notice, Supplemental Resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Bond Resolution be shall be forwarded to the Fiduciary immediately thereafter.

**ARTICLE CCXXXII Compensation.**

The Authority shall pay each Fiduciary from time to time reasonable compensation for all services rendered under this Bond Resolution, including, without limitation, the services rendered pursuant to Section 12.01 hereof, and also all reasonable expenses incurred in and about the performance of their powers and duties under this Bond Resolution, and each Fiduciary shall have a lien therefor on any and all Funds and Accounts at any time held by it under this Bond Resolution. Subject to the provisions of Section 10.03 hereof, each of the Authority and the Corporation further agrees to indemnify and save each Fiduciary harmless against any losses, liabilities or expenses (including legal fees) that it may incur in the exercise and performance of its powers, duties and obligations hereunder that are not due to its negligence or willful misconduct, and such indemnity shall survive the payment of the Bonds and the discharge of this Bond Resolution and the resignation or removal of the Trustee.

#### **ARTICLE CCXXXIIICertain Permitted Acts.**

Any Fiduciary may become the Holder of any Bonds with the same rights that it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Bond Resolution, whether or not any such committee shall represent the Holders of a majority in aggregate principal amount of the Bonds then Outstanding.

#### **ARTICLE CCXXXIVResignation of Trustee.**

The Trustee may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving not less than sixty (60) days' written notice to the Authority, and mailing notice thereof to the Holders of the Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Authority or the Bondholders as provided in Section 10.09 hereof, in which event such resignation shall take effect immediately upon the appointment of such successor, or unless a successor shall not have been appointed by the Authority or the Bondholders as provided in Section 10.09 hereof on that date, in which event such resignation shall not take effect until a successor is appointed.

#### **ARTICLE CCXXXVRemoval of Trustee.**

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee and signed by the Holders of a majority in aggregate principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority. So long as no Event of Default or any event that, with notice or passage of time or both, would become an Event of Default shall have occurred and be continuing, the Trustee may be removed at any time for just cause (as determined in the sole judgment of the Authority) by a resolution of the Authority filed with the Trustee.

#### **ARTICLE CCXXXVIAppointment of Successor Trustee.**

**ARTICLE CCXXXVIII**In case at any time the Trustee shall resign, be removed or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor Trustee may be appointed by the Authority by a duly executed written instrument signed by an Authorized Officer of the Authority. However, if the Authority does not appoint a successor Trustee within forty-five (45) days, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, may appoint a successor Trustee by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the predecessor Trustee. After such appointment of a successor Trustee, the Authority shall mail notice of any such appointment made by it or the Bondholders to the Holders of all Bonds then Outstanding.

**ARTICLE CCXXXVIII**If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 10.09 within forty-five (45) days after the Trustee shall have given to the Authority written notice as provided in Section 10.07 hereof or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

**ARTICLE CCXXXIX**Any Trustee appointed pursuant to the provisions of this Section 10.09 in succession to the Trustee shall be a bank or trust company or national banking association doing business and having its principal office in the City and State of New York or the State and having capital stock and surplus aggregating at least \$50,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all of the duties imposed upon it by this Bond Resolution.

**ARTICLE CCXL****Transfer of Rights and Property to Successor Trustee.**

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

as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee shall promptly notify the Paying Agent of its appointment as Trustee.

**ARTICLE CCXLIMerger or Consolidation.**

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

**ARTICLE CCXLIIAdoption of Authentication.**

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

**ARTICLE CCXLIIIResignation or Removal of Paying Agent; Appointment of Successor.**

**ARTICLE CCXLIV**Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' written notice to the Authority, the Trustee and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the Authority. Any successor Paying Agent shall be appointed by the Authority with the approval of the Trustee, and shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association and having capital stock and surplus aggregating at least \$20,000,000, and be willing and able to accept the office on reasonable and customary terms and authorized by law to perform all of the duties imposed upon it by this Bond Resolution.

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

## **ARTICLE CCXLVI**

### **AMENDMENTS**

#### **ARTICLE CCXLVII Supplemental Resolutions Effective Upon Filing With Trustee.**

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

**ARTICLE CCXLVIII** To close this Bond Resolution against, or provide limitations and restrictions contained in this Bond Resolution on, the authentication and delivery of Bonds;

**ARTICLE CCXLIX** To add to the duties, covenants, obligations and agreements of the Authority in this Bond Resolution, other duties, covenants, obligations and agreements to be observed and performed by the Authority that are not contrary to or inconsistent with this Bond Resolution as theretofore in effect, upon delivery of the Certificate of an Authorized Officer of the Authority pursuant to Section 2.02(1)(e) hereof;

**ARTICLE CCL** To add to the limitations and restrictions in this Bond Resolution, other limitations and restrictions to be observed by the Authority that are not contrary to or inconsistent with this Bond Resolution as theretofore in effect;

**ARTICLE CCL I** To authorize Bonds of a Series and, in connection therewith, to specify and determine the matters and things referred to in Article II hereof and any other matters and things relative to such Bonds, including whether to issue Bonds in book-entry form, that are not contrary to or inconsistent with this Bond Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination contained in Article II hereof at any time prior to the first authentication and delivery of such Series of Bonds;

**ARTICLE CCL II** To confirm, as further assurance, any security interest, pledge or assignment under this Bond Resolution and the subjection of the Revenues or of any other moneys, securities or funds to any security interest, pledge or assignment created or to be created by this Bond Resolution;

**ARTICLE CCL III** To modify any of the provisions of this Bond Resolution in any other respect whatsoever; provided, however, that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;

**ARTICLE CCL IV** To modify any of the provisions of this Bond Resolution in any respect provided that the modifications affect only Bonds issued subsequent to the date of such modifications;

**ARTICLE CCLV**To comply with the provisions of any federal or state securities law, including, without limitation, the Trust Indenture Act of 1939, as amended, or to comply with Section 103 of the Code, as amended, replaced or substituted, with respect to any Series of Additional Bonds constituting Tax-exempt Bonds;

**ARTICLE CCLVI**To provide for the execution and delivery of a Certificate of an Authorized Officer of the Authority executed pursuant to Section 2.02(1)(e)(vi) hereof.

Any Rating Agency rating the Series 2023 Bonds must receive notice of each Supplemental Resolution and a copy thereof at least fifteen (15) days in advance of its execution or adoption.

**ARTICLE CCLVII Supplemental Resolutions Effective Upon Consent of Trustee.**

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

**ARTICLE CCLVIII**To cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in this Bond Resolution;

**ARTICLE CCLIX**To insert such provisions clarifying matters or questions arising under this Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with this Bond Resolution as theretofore in effect; or

**ARTICLE CCLX**To make any other modification or amendment of this Bond Resolution that will not have a material adverse effect on the interests of Bondholders.

In making any determination under this Section 11.02, the Trustee may conclusively rely upon an opinion of Counsel.

**ARTICLE CCLXI Supplemental Resolutions Effective With Consent of Bondholders.**

At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by the Bondholders in accordance with and subject to the provisions of Sections 11.06 and 11.07 hereof, which Supplemental Resolution, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority and upon compliance with the provisions of Sections 11.06 and 11.07 hereof, shall become fully effective in accordance with its terms as provided in Section 11.07 hereof; provided, however, any Supplemental Resolution that, by its terms, only affects one or more Series of Bonds may be adopted subject solely to the consent of the Holders of such Series of Bonds so affected.

**ARTICLE CCLXII General Provisions.**

**ARTICLE CCLXIII** This Bond Resolution shall not be modified or amended in any respect except by a Supplemental Resolution as provided in, in accordance with and subject to the provisions of this Article XI. Nothing contained in this Article XI shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of this Bond Resolution or the right or obligation of the Authority to execute and deliver to any Trustee any instrument that it is elsewhere provided in this Bond Resolution shall be delivered to said Trustee.

**ARTICLE CCLXIV** Any Supplemental Resolution referred to in and permitted or authorized by Section 11.01 or 11.02 hereof may be adopted by the Authority without the consent of any Bondholder, but shall become effective only on the conditions, to the extent and at the times provided in Section 11.01 or 11.02, respectively. Every Supplemental Resolution filed with the Trustee shall be accompanied by an opinion of Counsel stating that such Supplemental Resolution has been duly and lawfully adopted by the Authority in accordance with the terms and provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Authority in accordance with its terms.

**ARTICLE CCLXV** The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to in and permitted or authorized by Section 11.01, 11.02 or 11.03 hereof and to make all further agreements and stipulations that may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying upon an opinion of Counsel that such Supplemental Resolution is authorized or permitted by the terms and provisions of this Bond Resolution.

**ARTICLE CCLXVI** No Supplemental Resolution shall change or modify any of the rights or obligations of the County or any Fiduciary without its written assent thereto.

**ARTICLE CCLXVII Mailing.**

Any provision in this Article XI for the mailing of a notice or other paper to Holders of Bonds shall be fully complied with if it is mailed, postage prepaid only, to each Registered Owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority.

**ARTICLE CCLXVIII Powers of Amendment by Supplemental Resolution.**

Unless otherwise permitted under Section 11.01 or 11.02 hereof, any modification or amendment of this Bond Resolution and of the rights and obligations of the Authority and the Holders of Bonds hereunder, in any particular, may be made only by a Supplemental Resolution with the written consent (i) of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds Outstanding at the time such consent is given, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds of the particular Series and maturity



entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required, and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 11.06. No such modification or amendment shall (i) permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such obligation, (ii) reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or (iii) change or modify any of the rights or obligations of any Trustee without its written assent thereto. For the purposes of this Section 11.06, a Series shall be deemed to be affected by a modification or amendment of this Bond Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee may, in its discretion, determine whether or not, in accordance with the foregoing powers of amendment, Bonds of any particular Series or maturity would be affected by any modification or amendment of this Bond Resolution, and any such determination shall be binding and conclusive upon the Authority and all Holders of Bonds. For purposes of this Section 11.06, the Holders of any Bonds may include the initial Holders thereof, regardless of whether or not such Bonds are being held for resale.

#### **ARTICLE CCLXIX Consent of Bondholders.**

The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 11.06 hereof to take effect when and as provided in this Section 11.07. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Holders of Bonds for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to Holders of Bonds (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section 11.07 provided). Such Supplemental Resolution shall not be effective unless and until there shall have been filed with the Trustee (a) the written consent of the Holders of the percentages of Outstanding Bonds specified in Section 11.06 hereof and (b) an opinion of Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the terms and provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Authority in accordance with its terms. It shall not be necessary that the consents of the Holders of Bonds approve the particular form of wording of the proposed modification or amendment or of the proposed Supplemental Resolution effecting such modification or amendment, but it shall be sufficient if such consents approve the substance of the proposed amendment or modification. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 12.02 hereof. A certificate or certificates executed by the Trustee and filed with the Authority stating that the Trustee has examined such proof and that such proof is sufficient in accordance with Section 12.02 hereof shall be conclusive evidence that the consents have been given by the Holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 12.02 hereof to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not

such subsequent Holder has notice thereof), unless such consent is revoked in writing by the Holder of such Bonds giving such consent or by a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee is filed (as hereinafter provided for in this Section 11.07), such revocation and proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 12.02 hereof. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Authority to the effect that no revocation thereof is on file with the Trustee.

At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution as hereinabove provided, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentages of such Bonds have filed such consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will become effective as provided in this Section 11.07 may be given to Bondholders by the Authority by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 11.07 provided). The Authority shall file with the Trustee proof of the mailing thereof. A record, consisting of the certificates or statements required or permitted by this Section 11.07 to be made by the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Holders of all Bonds at the expiration of forty (40) days after the filing with the Trustee of proof of the mailings of such last-mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that the Authority and any Fiduciary during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in its absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as it may deem expedient.

#### **ARTICLE CCLXX Modifications or Amendments by Unanimous Consent.**

The terms and provisions of this Bond Resolution and the rights and obligations of the Authority and of the Holders of Bonds hereunder may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consent of the Holders of all Bonds then Outstanding, such consent to be given as provided in Section 11.07 hereof, except that no notice to Holders of Bonds either by mail or publication shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Holders of Bonds.

#### **ARTICLE CCLXXI Exclusion of Bonds.**

Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or for any calculation of Outstanding Bonds provided for in this Article XI, and the Authority shall not be entitled with respect to such Bonds

to give any consent or to take any other action provided for in this Article XI. At the time of any consent or other action taken under this Article XI, the Authority shall furnish the Trustee a Certificate of an Authorized Officer of the Authority, upon which the Trustee may conclusively rely, describing all Bonds to be so excluded.

**ARTICLE CCLXXII Notation on Bonds.**

Bonds authenticated and delivered after the effective date of any Supplemental Resolution adopted pursuant to this Article XI may, and, if the Authority so determines, shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Resolution, and, in that case, upon demand of the Holder of any Bond then Outstanding and upon presentation of any Bond for such purpose at the Principal Office of the Trustee, a suitable notation shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment contained in such Supplemental Resolution shall be prepared, authenticated and delivered and, upon demand of the Holder of any Bond then Outstanding, shall be exchanged upon surrender of such Bonds, without cost to such Holder, for Bonds of the same Series, principal amount, maturity and interest rate then Outstanding. Any action taken as provided in Article X hereof or in this Article XI shall be effective and binding upon all Holders of Bonds notwithstanding that the notation is not endorsed on all Bonds.

**ARTICLE CCLXXIII Effect of Supplemental Resolutions.**

Upon the effective date of any Supplemental Resolution, this Bond Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, covenants, obligations and agreements under this Bond Resolution of the Authority, the Trustee and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all of the terms and conditions of any such Supplemental Resolution shall be deemed to be part of the terms and conditions of this Bond Resolution for any and all purposes.

**ARTICLE CCLXXIV Notice of Amendments.**

Promptly after the adoption by the Authority of any Supplemental Resolution, the Trustee shall mail a notice, setting forth in general terms the substance of such amendment or modification, to the Holders of any Series of Bonds so affected thereby, and to the other Project Interested Parties. However, any failure to give such notice, or any defect therein, shall not in any way impair or affect the validity of any such Supplemental Resolution.

## **ARTICLE CCLXXV**

### **DEFEASANCE**

#### **ARTICLE CCLXXVIDefeasance of Bonds.**

**ARTICLE CCLXXVII**If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds of any Series the principal or Redemption Price, if applicable, thereof and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Bond Resolution, then the pledge of the Trust Estate and all duties, covenants, agreements and other obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Authority to be prepared and filed with the Authority, and, upon the request of the Authority, shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Authority all moneys or securities held by it pursuant to this Bond Resolution that are not required for the payment of the principal or Redemption Price, if applicable, of and the interest due or to become due on the Bonds of any Series not theretofore surrendered for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds of any Series the principal or Redemption Price, if applicable, thereof and the interest due or to become due thereon at the times and in the manner stipulated therein and in this Bond Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution, and all duties, covenants, agreements and other obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Notwithstanding any other provision in this Article XII, all duties, covenants, agreements and other obligations of the Authority to the Holders of Bonds relating to the exclusion of interest from gross income of the Holders thereof for federal income tax purposes shall survive the defeasance of the Bonds.

**ARTICLE CCLXXVIII**Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Authority of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section 12.01. Subject to the provisions of subsections (3), (4) and (5) of this Section 12.01, Outstanding Bonds of any Series or Outstanding Bonds of any maturity within any Series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section 12.01 if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee instructions in writing accepted by the Trustee to mail notice of redemption of such Bonds (other than Bonds of a Series that have been purchased by the Trustee at the written direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date, (b) there shall have been deposited with the Trustee either moneys in an amount that shall be sufficient or Investment Securities (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which, when due, will provide moneys that, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay, when due,

the principal or Redemption Price, if applicable, of and the interest due and to become due on such Series of Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event such Series of Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee, in form satisfactory to it, instructions to mail, as soon as practicable, a notice to the Holders of such Bonds at their last addresses appearing upon the registry books at the close of business on the last Business Day of the month preceding the month for which notice is mailed that the deposit required by clause (b) above has been made with the Trustee and that such Series of Bonds are deemed to have been paid in accordance with this Section 12.01 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection (5) of this Section 12.01, to be available for the payment of the principal or Redemption Price, if applicable, of and the interest due and to become due on such Series of Bonds (other than Bonds that have been purchased by the Trustee at the written direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of the notice of redemption referred to in clause (a) hereof). Any notice of redemption mailed pursuant to the preceding sentence with respect to any Series of Bonds, which notice relates to a redemption contemplating less than all of the Outstanding Bonds of any maturity within a Series being redeemed, shall specify the letter and number or other distinguishing mark of each such Bond to be so redeemed. The Trustee shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 12.01 to the retirement of said Bonds in amounts equal to the unsatisfied balances of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in this Bond Resolution.

The Trustee shall, if so directed in writing by the Authority (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 12.01 that are not to be redeemed prior to their maturity or (ii) prior to the mailing of the notice of redemption referred to in clause (a) above with respect to any Bonds deemed to have been paid in accordance with this Section 12.01 that are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee with respect to such Bonds and redeem or sell Investment Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds, and the Trustee shall immediately thereafter cancel all such Bonds so purchased; provided, however, that the moneys and Investment Securities remaining on deposit with the Trustee after the purchase and cancellation of such Bonds shall be sufficient to pay, when due, the principal or Redemption Price, if applicable, of and the interest due or to become due on all Bonds with respect to which such moneys and Investment Securities are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 12.01 that are not to be redeemed prior to their maturity or (ii) prior to the mailing of the notice of redemption referred to in clause (a) above with respect to any Bonds deemed to have been paid in accordance with this Section 12.01 that are to be redeemed on any date prior to their maturity, the Authority shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by directions from the Authority to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay or redeem Bonds deemed paid in accordance with this Section 12.01. The directions given by the Authority to the Trustee referred to in the preceding sentence shall also specify (i) the portion, if any, of such Bonds so purchased or delivered and canceled to

be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 12.01 upon their maturity date or dates and (ii) the portion, if any, of such Bonds so purchased or delivered and canceled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with this Section 12.01 on any date or dates prior to their maturity. In the event that on any date, as a result of any purchases, acquisitions and cancellations of Bonds as provided in this Section 12.01, the total amount of moneys and Investment Securities remaining on deposit with the Trustee under this Section 12.01 is in excess of the total amount that would have been required to be deposited with the Trustee on such date with respect to the remaining Bonds of such Series in order to satisfy clause (b) of this subsection (2) of Section 12.01, the Trustee shall, if requested by the Authority, pay the amount of such excess to the Authority free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution. Except as otherwise provided in this subsection (2) and in subsections (3), (4) and (5) of this Section 12.01, neither moneys nor Investment Securities deposited with the Trustee pursuant to this Section 12.01 nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, of and the interest on said Bonds; provided, however, that any cash received from such principal or interest payments on such Investment Securities deposited with the Trustee, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under this Bond Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Investment Securities maturing at times and in amounts sufficient to pay, when due, the principal or Redemption Price, if applicable, of and the interest to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be, and any interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution.

For the purposes of this Section 12.01, Investment Securities shall mean and include only (y) such securities as are described in clause (i) of the definition of "Investment Securities" in Section 1.01 hereof and that are not subject to redemption prior to their maturity other than at the option of the issuer thereof, or (z) upon compliance with the provisions of subsection (3) of this Section 12.01, such securities as are described in clause (i) of the definition of "Investment Securities" and that are subject to redemption prior to their maturity at the option of the issuer thereof on a specified date or dates. In the event of an advance refunding, the Authority shall cause to be delivered a verification report of an Independent Public Accountant.

**ARTICLE CCLXXIX** Investment Securities described in clause (z) of subsection (2) of this Section 12.01 may be included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection (2) of this Section 12.01 if and only if, in making the determination as to whether the moneys and Investment Securities to be deposited with the Trustee would be sufficient to pay, when due, the principal or Redemption Price, if applicable, of and the interest due and to become due on the Bonds that will be deemed to have been paid as provided in subsection (2) of this Section 12.01, such determination is made both (i) on the assumption that the Investment Securities described in said clause (z) were not redeemed at the option of the issuer thereof prior to their maturity date and (ii) on the assumption that such Investment Securities were redeemed by the issuer thereof at its option on each date on which such

option could be exercised, that as of such date or dates interest ceased to accrue on such Investment Securities, and that the proceeds of such redemption were not reinvested by the Trustee.

**ARTICLE CCLXXX**In the event that, after compliance with the provisions of subsection (3) of this Section 12.01, the Investment Securities described in clause (z) of subsection (2) of this Section 12.01 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection (2) of this Section 12.01 and any such Investment Securities are actually redeemed by the issuer thereof prior to their maturity date, then the Trustee, at the written direction of the Authority, shall reinvest the proceeds of such redemption in Investment Securities; provided, however, that the aggregate of the moneys and Investment Securities to be held by the Trustee, taking into account any changes in redemption dates or instructions to give notice of redemption given to the Trustee by the Authority in accordance with subsection (5) of this Section 12.01, shall at all times be sufficient to satisfy the requirements of clause (b) of subsection (2) of this Section 12.01.

**ARTICLE CCLXXXII**In the event that, after compliance with the provisions of subsection (3) of this Section 12.01, the Investment Securities described in clause (z) of subsection (2) of this Section 12.01 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection (2) of this Section 12.01, then any notice of redemption to be mailed by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of the Authority, that (i) any redemption date or dates with respect to all or any portion of the Bonds to be redeemed on such date or dates may, at the option of the Authority, be changed to any other permissible redemption date or dates, and (ii) redemption dates may be established for any Bonds deemed to have been paid in accordance with this Section 12.01 upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of any Investment Securities described in clause (z) of subsection (2) of this Section 12.01 have been called for redemption pursuant to an irrevocable notice of redemption or have been redeemed by the issuer thereof prior to their maturity date. No such change of redemption dates or establishment of redemption dates may be made unless, taking into account such changed redemption dates or newly established redemption dates, the moneys and Investment Securities on deposit with the Trustee (including any Investment Securities deposited with the Trustee in connection with any reinvestment of redemption proceeds in accordance with subsection (4) of this Section 12.01) pursuant to clause (b) of subsection (2) of this Section 12.01 would be sufficient to pay, when due, the principal and Redemption Price, if applicable, of and the interest on all Bonds deemed to have been paid in accordance with subsection (2) of this Section 12.01.

**ARTICLE CCLXXXII**Anything in this Bond Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any Bonds that remain unclaimed after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the fiduciaries at such date, or after the date of deposit of such moneys if deposited with the fiduciaries after the said date when such Bonds became due and payable, shall, be applied, when and as provided in the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq., and the fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall have such rights as are provided in said Uniform Unclaimed Property Act.

**ARTICLE CCLXXXIII Evidence of Signatures and Ownership of Bonds.**

**ARTICLE CCLXXXIV** Any request, consent, revocation of consent or other instrument that this Bond Resolution or any Supplemental Resolution may require or permit to be signed and executed by the Holders of Bonds of any Series may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders of Bonds in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, shall be sufficient for any purpose of this Bond Resolution or any Supplemental Resolution (except as otherwise expressly provided therein) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution of such instruments by any Holder of any Bond or his attorney may be proved by a guarantee of the signature thereon by a bank or trust company or at the discretion of the Trustee, by a certificate of any notary public or other officer authorized to take acknowledgments of deeds that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or by a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

**ARTICLE CCLXXXV** The ownership of Bonds and the amount, numbers, other identification and date of holding the same shall be proved by the registry books maintained by the Authority and kept by the Trustee.

**ARTICLE CCLXXXVI** Any request or consent by the Holder of any Bond shall be binding on all future Owners of such Bond with respect to anything done or suffered to be done by the Authority or any Trustee in accordance therewith.

**ARTICLE CCLXXXVII Moneys Held for Particular Bonds.**

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



## **ARTICLE CCLXXXVIII**

### **MISCELLANEOUS**

#### **ARTICLE CCLXXXIX Liability of Authority Limited to Trust Estate.**

Notwithstanding anything to the contrary contained in this Bond Resolution or in the Bonds, the Authority shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes in this Bond Resolution, whether for the payment of the principal or Redemption Price, if any, of or the interest on the Bonds or for any other purpose hereof. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes hereof any funds of the Authority that may be made available to it for such purposes.

#### **ARTICLE CCXC Successor Is Deemed Included in All References to Predecessor.**

Whenever in this Bond Resolution either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all of the duties, covenants, obligations and agreements contained in this Bond Resolution by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof, whether so expressed or not.

#### **ARTICLE CCXCII Limitation of Rights to Parties.**

Nothing expressed or implied in this Bond Resolution or in the Bonds is intended or shall be construed to give to any person, other than the Authority, the Trustee, the Paying Agent and the Holders of Bonds, any legal or equitable right, remedy or claim under or with respect to this Bond Resolution or any duty, covenant, obligation, agreement, condition or provision herein or therein contained; and all of such duties, covenants, obligations, agreements, conditions and provisions are and shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent and the Holders of Bonds.

#### **ARTICLE CCXCIII 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.

#### **ARTICLE CCXCIV Destruction of Bonds.**

Whenever in this Bond Resolution provision is made for the cancellation of any Bonds by the Trustee and the delivery thereof to the Authority, unless otherwise requested in writing by the Authority, in lieu of such cancellation and delivery, the Trustee shall destroy such Bonds (in the presence of an officer of the Authority, if the Authority shall so require) and deliver a certificate of such destruction to the Authority.

#### **ARTICLE CCXCV Severability of Invalid Provisions.**

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

**ARTICLE CCXCV Notices.**

**ARTICLE CCXCVI** Any notices, certificates or other communications required or permitted to be given herein shall be in writing (unless otherwise specifically required or permitted herein) and shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Authority, the County, the Corporation, the Trustee, the Paying Agent and the Rating Agency at the addresses set forth below:

(a) Authority: Passaic County Improvement Authority  
401 Grand Street  
Room 417  
Paterson, NJ 07505  
Attention: Chairman

With a copy to: John M. Cantalupo, Esq.  
Archer & Greiner P.C.  
10 Route 35  
Red Bank, NJ 07701

**ARTICLE CCXCVII** County: County of Passaic, New Jersey  
Administration Building  
401 Grand Street, Room 205  
Paterson, NJ 07505  
Attention: County Administrator

With a copy to: Passaic County Counsel  
Administration Building  
401 Grand Street, Room 223  
Paterson, NJ 07505

**ARTICLE CCXCVIII** Corporation: Passaic County Affordable Housing  
Corporation  
[ ]

With a copy to:

**ARTICLE CCXCIX** Trustee and  
Paying Agent:

With a copy to:

The Authority, the County, the Corporation, the County Security Provider, and the Trustee, the Paying Agent may designate any further or different address to which subsequent notices and communications shall be sent by giving notice thereof to the other parties hereto.

2. Whenever any provision hereof requires that notice be sent to the Authority or the Corporation, a copy of such notice shall also be sent to the County at the address set forth in Section 13.07(1)(b) hereof.

**ARTICLE CCCDisqualified Bonds.**

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 that are owned or held by or for the account of the Authority, the Corporation, or any other primary or secondary obligor on the Loan Agreement, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority, the Corporation or any other primary or secondary obligor on the Loan Agreement, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned that have been pledged in good faith may be regarded as Outstanding for the purpose of this Section 13.08 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, the Corporation or any other primary or secondary obligor on the Loan Agreement. 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.

**ARTICLE CCCIFunds and Accounts.**

Any Fund, Account or subaccount required by this Bond Resolution to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as a fund, an account or a subaccount, and, for the purposes of such records, any audits thereof and any reports or statements with respect thereto may be treated either as a fund, an account or a subaccount; but all such records with respect to all such Funds, Accounts or subaccounts shall at all times be maintained in accordance with generally accepted accounting principles to the extent practicable.

**ARTICLE CCCIIWaiver of Personal Liability.**

No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal or Redemption Price, if any, of or the interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof, all such liability, if any, being expressly waived and released by each Holder of Bonds by the acceptance of such Bonds, but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by this Bond Resolution or by law.

**ARTICLE CCCIIIAuthority Protected in Acting in Good Faith.**

In the exercise of the powers of the Authority and its members, officers, agents and employees under this Bond Resolution, the Loan Agreement or any other document executed in connection with the Bonds, the Authority shall not be accountable to the Corporation, the Trustee, the Paying Agent, any Bondholder or any other Veterans Housing Project Interested Party for any action taken or omitted in good faith by it or its members, officers, agents and employees and believed by it or them to be authorized or within the discretion or rights or powers conferred thereon.

**ARTICLE CCCIVBusiness Days.**

Except as otherwise specifically provided in this Bond Resolution, if any date specified herein for the payment of any Bond or the performance of any act shall not be a Business Day at the place of payment or performance, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date, and in case any payment of the principal or Redemption Price, if any, of or the interest on any Bond shall be due on a date that is not a Business Day, interest on such principal amount shall cease to accrue on the date on which such payment was due if such payment is made on the immediately succeeding Business Day.

**ARTICLE CCCV**

**BOND FORM AND EFFECTIVE DATE**

**ARTICLE CCCVI Form of Bonds, Trustee's Certificate of Authentication and County Guaranty Certificate.**

Subject to the provisions of this Bond Resolution, the form of the Series 2023 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 and the County Guaranty Certificate, shall be in substantially the following form:

[FORM OF BOND]

UNITED STATES OF AMERICA

STATE OF NEW JERSEY

COUNTY OF PASSAIC

THE PASSAIC COUNTY IMPROVEMENT AUTHORITY

COUNTY OF PASSAIC GUARANTEED

REVENUE BONDS (SENIOR HOUSING PROJECT), SERIES 20\_\_

No. R-\_\_\_\_\_

CUSIP: \_\_\_\_\_]

Interest	Maturity	Dated	Authentication
Rate	Date	Date	Date
%			

**BOND NEEDS FULL UPDATING**

Registered Owner: CEDE & CO.

Principal Sum: [ ] DOLLARS (\$[ ])

THE PASSAIC COUNTY IMPROVEMENT AUTHORITY (the "Authority"), a public body corporate and politic created and existing under the laws of the State of New Jersey, including the county improvement authorities law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or its registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of \_\_\_\_\_ (such bank and any successors thereto being herein called the "Trustee" and "Paying Agent"), the Principal Sum stated hereon in any coin or currency of the United States of America 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 [\_\_\_\_\_, 20\_\_ / \_\_\_\_\_, 20\_\_], 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 first day (whether or not such day shall be a Business Day) of the month in which such interest payment date occurs on the books of the Authority maintained by the Trustee.

This bond is one of a duly authorized Series of Bonds of the Authority designated "County of Passaic Guaranteed Revenue Bonds (Veterans Housing Project), Series 2023" (herein called the "Series 2023 Bonds"), in the aggregate principal amount of \$\_\_\_\_\_ (not exceeding

§ \_\_\_\_\_) 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 Series 2023 Bonds (as hereinafter defined) adopted on July 26, 2023 and entitled “Resolution Authorizing the Issuance of County of Passaic Guaranteed Revenue Bonds (Veterans Housing Project), Series 2023 of The Passaic County Improvement Authority”, as amended by a Certificate of an Authorized Officer of the Authority dated \_\_\_\_\_, 2023, and executed in connection with Section 2.02(1)(e) of said resolution (together with any further amendments thereof or supplements thereto, the “Bond Resolution”).

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

As provided in the Bond Resolution, the Series 2023 Bonds, and all other bonds issued on a parity with the Series 2023 Bonds under the Bond Resolution (herein collectively called the “Bonds”), are special and limited 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 Trust Estate, subject only to the provisions of the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

The Trust Estate under the Bond Resolution includes (i) certain of the Authority’s right, title and interest in and to that certain Corporation Loan Agreement (Passaic County Veterans Housing Project, Series 2023) dated as of October 1, 2023 (the “Corporation Loan Agreement”) by and between the Authority and the Corporation, including, without limitation, the Basic Loan Payments and certain Additional Loan Payments earmarked for the Purchase Option Price or the Mandatory Purchase Price (collectively the “Loan Payments”) by the Corporation as defined in and contemplated by the Corporation Loan Agreement, (ii) with respect to the payment of the principal of and the interest on the Series 2023 Bonds only, payments made by the County under its guaranty ordinance finally adopted on \_\_\_\_\_, 2023, as amended and supplemented, all in accordance with Section 37 of the Act (N.J.S.A. 40:37A-80) and other applicable law, the guaranty certificate executed by an Authorized Officer of the County on the face of each Series 2023 Bond, and that certain County Guaranty Agreement (Passaic County Veterans Housing Project, Series 2023) dated as of October 1, 2023 (the “County Guaranty Agreement”) between the Authority and the County (collectively, the “County Guaranty”), and (iii) all other Funds and Accounts established under the Bond Resolution (other than the Administrative Fund and the County Security Fund, if any), including Investment Securities held in any such Fund thereunder, together with all of the proceeds and revenues of the foregoing, and (iv) all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and the interest on the Series 2023 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 above-mentioned office of the Trustee, and reference is hereby made to the Act and to the Bond Resolution (including any and all supplements thereto and modifications and amendments thereof) for a description of the pledge, 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 Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or

security thereunder and for the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Authority under the Bond Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain specified securities shall have been deposited with the Trustee.

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

This bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person or 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 therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Authority, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and the interest due hereon and for all other purposes.

The Series 2023 Bonds maturing on or before \_\_\_\_, 20\_\_ shall not be subject to optional redemption prior to their respective maturity dates. The Series 2023 Bonds maturing on and after



\_\_\_\_\_, 20\_\_ shall be subject to redemption prior to their respective maturity dates, on or after \_\_\_\_\_, 20\_\_ at the option of the Authority, upon notice as described in the Bond Resolution, either in whole at any time, or in part on any Interest Payment Date in such order of maturity as the Authority shall determine and within a single maturity by lot, at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus interest accrued to the date of redemption.

[The Series 2023 Bonds shall not be subject to extraordinary optional redemption prior to their stated maturities.]

[The Series 2023 Bonds maturing \_\_\_\_\_, 20\_\_ are subject to mandatory redemption prior to their stated maturities, through selection by the Trustee and upon the giving of notice as provided by the Bond Resolution, by payment of the following “Sinking Fund Installments” on \_\_\_\_\_ of each year set forth in the table below, at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus interest accrued to the date of redemption.

\$ \_\_\_\_\_ . \_\_\_\_ % Term Bond Due \_\_\_\_\_, 20\_\_, Yield \_\_\_\_ . \_\_\_\_ %

Year	Sinking Fund Installment
20__	
20__*	

---

\* Final Maturity

The Series 2023 Bonds maturing \_\_\_\_\_, 20\_\_ are subject to mandatory redemption prior to their stated maturities, through selection by the Trustee and upon the giving of notice as provided by the Bond Resolution, by payment of the following “Sinking Fund Installments” on \_\_\_\_\_ of each year set forth in the table below, at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, plus interest accrued to the date of redemption.

\$ \_\_\_\_\_ . \_\_\_\_ % Term Bond Due \_\_\_\_\_, 20\_\_, Yield \_\_\_\_ . \_\_\_\_ %

<u>Year</u>	<u>Sinking Fund Installment</u>
20__	
20__	
20__	
20__	
20__	
20__*	

---

\* Final Maturity

The Bond Resolution contains additional provisions regarding certain other rights to

redemption of one or more Series of the Series 2023 Bonds prior to their stated maturities thereof.

The Series 2023 Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the redemption date, to the Registered Owners of any Series 2023 Bonds 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 Series 2023 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 Series 2023 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 Series 2023 Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the Registered Owner of any Series 2023 Bonds to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Series 2023 Bonds.

The principal or Redemption Price of and the interest on the Series 2023 Bonds are payable by the Authority solely from the Trust Estate, and neither the State of New Jersey, the County (except to the extent of payments under the County Guaranty, which shall not secure the payment of any redemption premium), nor any political subdivision thereof, other than the Authority (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price 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 (except to the extent of the payments under the County Guaranty, which guaranty shall not secure the payment of any redemption premium) 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 PASSAIC COUNTY IMPROVEMENT AUTHORITY** has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman or Vice Chairman, and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Dated Date hereof.

**THE PASSAIC 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 Series 2023 Bonds delivered pursuant to the within-mentioned Bond Resolution.

\_\_\_\_\_, as Trustee

By: \_\_\_\_\_  
Authorized Signatory

**[FORM OF COUNTY GUARANTY CERTIFICATE]**

**GUARANTY OF THE COUNTY OF PASSAIC, NEW JERSEY**

The payment of the principal of and the interest on this Series 2023 Bond shall be fully, irrevocably and unconditionally guaranteed by the County of Passaic, State of New Jersey (the “County”), in accordance with the provisions of N.J.S.A. 40:37A-80, the guaranty ordinance of the County finally adopted pursuant thereto, and that certain “County Guaranty Agreement (Veterans Housing Project)” dated as of October 1, 2023, between the County and The Passaic County Improvement Authority, and accordingly, the County is fully, irrevocably and unconditionally liable for the payment, when due (whether at stated maturity or earlier on any date of redemption or acceleration), of the principal of and the interest on this Series 2023 Bond, and, if necessary, the County shall levy *ad valorem* taxes upon all the taxable property within the County, without limitation as to rate or amount, in order to make such payments.

**IN WITNESS WHEREOF**, the County has caused this Guaranty Certificate to be executed by the manual or facsimile signature of its Commissioner-Director.

**COUNTY OF PASSAIC, NEW JERSEY**

By: \_\_\_\_\_  
Commissioner - Director

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT

TEN ENT - as tenants by the entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)  
under Uniform Gifts to Minors Act

JT TEN - as joint tenants with right of survivorship 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

(Please Print or Typewrite Name and Address of Transferee)

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

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

Dated:

Signature Guaranty:

Signature:

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

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

**ARTICLE CCCVIIEffective Date.**

This Bond Resolution shall take effect immediately. Notwithstanding the prior sentence, in accordance with N.J.S.A. 40:37A-50, the Secretary of the Authority is hereby authorized and directed to submit to each member of the Board of County Commissioners, by the end of the fifth business day following this meeting, a copy of the minutes of this meeting. The Secretary is hereby further authorized and directed to obtain from the Clerk of the Board of County Commissioners a certification from the Clerk stating that the minutes of this meeting have not been vetoed by the Director of the Board of County Commissioners.

**EXHIBIT A**  
**FORM OF AUTHORITY FINANCING DOCUMENTS**



Recorded Vote:

<u>Recorded Vote:</u>	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Michael Ramaglia				
Wayne Alston				
Michael Bradley				
Michael Glovin, Vice Chairman				
Dennis Marco, Chairman				

I, MICHAEL R.F. BRADLEY, Secretary of The Passaic County Improvement Authority, County of Passaic, State of New Jersey, do hereby certify that the foregoing is a true copy of a Bond Resolution adopted by said Passaic County Improvement Authority at its meeting of August 23, 2023.

---

MICHAEL R.F. BRADLEY, Secretary

**RESOLUTION OF THE  
PASSAIC COUNTY IMPROVEMENT AUTHORITY AUTHORIZING PAYMENT OF  
BILLS AND REIMBURSEMENTS**

**WHEREAS**, a regular meeting of the Passaic County Improvement Authority (the “Authority”) was held on August 23, 2023;

**WHEREAS**, the Authority has previously approved agreements for the provision of goods and services;

**WHEREAS**, the Authority has also authorized reimbursements for certain items, either through prior resolution or agreement; and

**WHEREAS**, the Authority desires to authorize payment for the aforementioned items.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF THE PASSAIC COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby authorizes the payment of the items as listed in the attached schedule.
2. The Authority professionals and Chairman are authorized and directed to take all appropriate action to effectuate payment of the items listed in the attached schedule.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Passaic County Improvement Authority at a meeting held on August 23, 2023.

Bills to be approved for payment at the 8-23-23 PCIA Meeting:				
NW Financial Group, LLC		2,451.25		Invoice # 30540 General Financial Advisory Services -June
Digital Assurance Certification		1,500.00		Annual Dissemination Agent Fee
Law Offices Of Peter Tucci		<u>2,160.00</u>		Invoice #124 General Counsel Service -June
		<u>6,111.25</u>		

\_\_\_\_\_  
Michael R. F. Bradley, Secretary

Recorded Vote:	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Michael Ramaglia				
Wayne Alston				
Michael Bradley				
Michael Glovin, Vice Chairman				
Dennis Marco, Chairman				