

**RESOLUTION RE: RESOLUTION OF THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF SUSSEX
CANCELLING \$10,000,000 OF COUNTY
GUARANTY, AUTHORIZING SETTLEMENT OF
VARIOUS LITIGATIONS, AND AUTHORIZING THE
AMENDMENT OF PROGRAM DOCUMENTS, ALL IN
CONNECTION WITH THE SUSSEX COUNTY RENEWABLE
ENERGY PROGRAM**

WHEREAS, the County of Sussex, New Jersey, a political subdivision of the State (the "*County*") developed a renewable energy program (the "*Renewable Energy Program*") for the financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy capital equipment and facilities such as solar panels, including any related electrical modifications, work related to the maintenance of roof warranties, or other work required, desirable or convenient for the installation of such systems (collectively, the renewable energy capital equipment and facilities, the "*Renewable Energy Projects*") for and on behalf of the County and its affiliates, and the local governmental units within the County, including without limitation municipalities, boards of education for school districts, local authorities and any other local government instrumentalities, public bodies or other local government entities (collectively, including the County, the "*Local Units*");

WHEREAS, the Morris County Improvement Authority (the "*Authority*") has been duly created by resolution no. 42 entitled "Resolution of the Board of Chosen Freeholders of Morris County, New Jersey creating the Morris County Improvement Authority" duly adopted by the Board of Chosen Freeholders (the "*Morris County Board of Chosen Freeholders*") of the County of Morris (the "*Morris County*") in the State of New Jersey (the "*State*") on April 10, 2002 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 Laws of New Jersey 1960, and the acts amendatory thereof and supplemental thereto (as codified at N.J.S.A. 40:37A-44 *et seq.*, the "*Act*"), and other applicable law;

WHEREAS, as of the date hereof, the County has not created its own county improvement authority, and therefore pursuant to the Act, the County may determine to utilize the services of another county improvement authority, including without limitation the Authority, with the consent of both the County, a beneficiary county under the Act, and the Morris County Board of Chosen Freeholders, for any purpose for which an improvement authority shall exist, including those set forth in Section 11 of the Act (N.J.S.A. 40:37A-54, "*Section 11*"), which purposes include the development and implementation of the Renewable Energy Program;

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

WHEREAS, pursuant to that certain guaranty ordinance finally adopted on July 27, 2011, 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 Ordinance*"), the County authorized guaranty of bonds in a not to exceed amount of \$50,000,000, to be issued by the Authority to finance all costs in connection with the Renewable Energy Program;

WHEREAS, pursuant to that certain resolution number 11-39 entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SUSSEX GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2011 AND ADDITIONAL BONDS OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY" adopted by the governing body of the Authority on September 28, 2011, as amended and supplemented from time to time in accordance with its terms, including by a Certificate of an Authorized Officer of the Authority dated December 14, 2011 (collectively, and as the same may be further amended or supplemented in accordance with its terms, the "*Original Bond Resolution*"), the Act, and other applicable law and official action, the Authority issued its (i) "County of Sussex Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2011A (Federally Taxable)" dated December 14, 2011, in the aggregate principal amount of \$26,715,000 (the "*Series 2011A Bonds*") and its (ii) "County of Sussex Guaranteed Renewable Energy Program Lease Revenue Note, Series 2011B (Federally Taxable)" dated December 14, 2011, in the aggregate principal amount of \$985,000 (the "*Series 2011B Note*"), and together with the Series 2011A Bonds, the "*Series 2011 Bonds*"), which Series 2011B Note, as of the date hereof, is no longer outstanding, to finance the Renewable Energy Projects;

WHEREAS, certain capitalized terms used herein and not otherwise defined herein relating to the Series 2011 Bonds, for all purposes herein, shall have the meanings ascribed to such terms in the Prior Consents (as defined herein), and if not defined therein, in the hereinafter defined Consent No. 3, a form of which is attached hereto as Exhibit A;

WHEREAS, for certain purposes herein, including reference to the Prior Consents and Consent No. 3, (i) the Authority, the County and the Trustee are each a "*County Party*," and may be collectively referred to as the "*County Parties*", (ii) SunLight General Sussex Solar, LLC (the "*Company*"), the Investment Company, the Holding Company, and SLG Capital (as such terms are defined in the hereinafter defined Consent No. 3) are each a "*Company Party*," and may be collectively referred to as the "*Company Parties*"; (iii) each of the County Parties and the Company Parties shall be considered Parties;

WHEREAS, the Company was selected by the Authority through a competitive process to develop the respective Renewable Energy Projects for the Series 2011 Local Units detailed in the Original Program Documents within the timeframe set forth in the Original Program Documents;

WHEREAS, the Company, in turn, prior to the issuance of the Series 2011 Bonds, entered into the engineering, procurement, and construction contract (the "*EPC Contract*") with Power Partners Mastec, LLC ("*Mastec*" or the "*EPC Contractor*"), for the EPC Contractor to construct the Renewable Energy Projects and undertake certain other functions set forth in the EPC Contract;

WHEREAS, the Company failed to cause the construction of all of the Renewable Energy Projects within the original timeframes contemplated by the Original Program Documents due to a series of disputes arising between the Company and the EPC Contractor under the EPC Contract (the "*EPC Contract Disputes*");

WHEREAS, in accordance with the terms of the EPC Contract, the Company and the EPC Contractor entered into a private, binding arbitration proceeding (as more particularly defined in the hereinafter defined Settlement Agreement, the "*Arbitration*") to resolve the EPC Contract Disputes, which Arbitration did not involve any County Party (in accordance with the terms of the EPC Contract), and the details and progression of which (other than occasional schedule updates provided by the Company) were not made available to the County Parties;

WHEREAS, in addition, the EPC Contractor filed certain liens on funds held by the Trustee preventing the Company from requisitioning the balance of the proceeds of the Series 2011 Bonds, which prevented the completion of the development of all of the Renewable Energy Projects, and which actions (among others) resulted in several presently ongoing federal and state court litigation proceedings as detailed in the Settlement Agreement (collectively, the "*Litigation*");

WHEREAS, the development timeframes were extended to allow for the Arbitration to conclude, and other related provisions of the Original Program Documents were amended, as set forth in that certain (i) "Amendment and Consent No. 1 (Sussex County Renewable Energy Program, Series 2011)" dated as of December 1, 2012 ("*Consent No. 1*") by and among the Parties and the Series 2011 Local Units referenced and defined therein and (ii) "Amendment and Consent No. 2 (Sussex County Renewable Energy Program, Series 2011)" dated as of October 1, 2013 ("*Consent No. 2*" and together with Consent No. 1, the "*Prior Consents*") by and among the Parties referenced therein;

WHEREAS, the Prior Consents also amended the Original Bond Resolution (as so amended, the "*Prior Bond Resolution*") and the other Program Documents (as so amended, the "*Prior Program Documents*");

WHEREAS, on August 15, 2014, a panel of arbitrators issued Findings of Fact and entered Partial Final Arbitrators' Awards in favor of the EPC Contractor against the Company in the amount of \$13,649,230 (the "*Arbitration Award*"), it being understood that such Arbitration Award was a private proceeding not involving, and not issued against, any County Party;

WHEREAS, on August 21, 2014, the Authority, upon direction of the County, delivered to the Trustee that certain "Authority Notice Regarding Events of Defaults and other defaults" (the "*Authority Default Notice*"), dated August 21, 2014, which by its terms directed the Trustee to issue to the Company that certain "Trustee Notice Regarding Events of Default and other defaults" (the "*Trustee Default Notice*"), dated August 21, 2014;

WHEREAS, the Authority Default Notice, among other things, informed the Company of the Authority's position that the Company: (i) had caused certain Events of Default under the Prior Program Documents; and (ii) was in default with respect to additional obligations pursuant to the Prior Program Documents, which if not timely cured, would accrue into additional Events of Default under the Program Documents (collectively, the "*Defaults*");

WHEREAS, in order to resolve all of the Litigation, provide for a workable methodology to deal with the Defaults and allow the County's Renewable Energy Program to continue, allow the County to determine its best interests relating to the completion of the Renewable Energy Projects, and certain other considerations under the Prior Program Documents, the County has determined, through adoption of this resolution, to (i) enter into that certain "Settlement Agreement" by and among, including others, the Authority, the County, the Company, and the EPC Contractor (the "*Settlement Agreement*"), a form of which is attached hereto as Exhibit B, and (ii) further amend the Prior Program Documents (as amended, including by the hereinafter defined Series 2015 Bond Authority Documents, the "*Program Documents*") through the authorization, execution and delivery of that certain "Amendment and Consent No. 3 (Sussex County Renewable Energy Program, Series 2011)" ("*Consent No. 3*", and together with the Prior Consents, the "*Consents*"; collectively, the Settlement Agreement and Consent No. 3 may be collectively referred to as the "*Settlement Documents*"), which Consent No. 3 may be acknowledged by certain Series 2011 Local Units referenced therein;

WHEREAS, pursuant to the Settlement Documents, among other things, (i) the EPC Contractor shall be paid for certain Costs of the Renewable Energy Projects as outlined therein from (A) a portion of the Project Fund held by the Trustee, (B) an amount to be funded by the Authority and/or the County, through the issuance of the hereinafter defined Series 2015 Bonds, or through other available funds, and (C) such other sources as detailed in the Settlement Documents, (ii) the Authority may provide that a portion of the Series 2015 Bonds shall be applied to the completion of the construction of all or a portion of the remaining Renewable Energy Projects not yet constructed and/or to the payment and/or reimbursement of the County Guaranty, and

(iii) the Authority may provide for certain Administrative Expenses (collectively, and together with such other purposes as may be specified in the hereinafter defined Series 2015 Supplement Resolution, the "*Settlement Project*");

WHEREAS, litigation substantially similar to, and in some cases identical to, the Litigations have also arisen among affiliates of the Company, the EPC Contractor, the Morris County Improvement Authority, and the Somerset County Improvement Authority, in connection with renewable energy programs each being implemented in Morris County and Somerset County (the "*Morris Litigation*" and the "*Somerset Litigation*," respectively, and together with the Litigation, collectively the "*Tri-County Litigations*");

WHEREAS, the County understands that the governing bodies of each of Morris and Somerset Counties are scheduled to consider taking action with respect to settling the Morris Litigations and the Somerset Litigations, respectively, upon terms substantially similar to the Settlement Project;

WHEREAS, in order to finance the (i) Settlement Project, (ii) costs incurred in connection with the issuance of the Series 2015 Bonds, and (iii) such other amounts as shall be set forth in the hereinafter defined Series 2015 Supplemental Resolution (collectively, the "*Series 2015 Project*") the County may decide to direct the Authority to issue one or more series of taxable bonds or notes, or the County may purchase one or more series of taxable bonds or notes issued by the Authority, in either event issued as Additional Bonds subject to the benefits of the County Guaranty and the other provisions of the hereinafter defined Bond Resolution, in an aggregate principal amount not to exceed \$6,750,000 (the "*Series 2015 Bonds*"), all pursuant to the Prior Bond Resolution, as further amended and supplemented by Consent No. 3 and by that certain "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY OF SUSSEX GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE NOTES AND BONDS, SERIES 2015 OF THE MORRIS COUNTY IMPROVEMENT AUTHORITY," if and when adopted, as may be further 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 2015 Bonds (the "*Series 2015 Supplemental Resolution*" and together with the Prior Bond Resolution, as the same may be further amended or supplemented from time to time in accordance with its terms, the "*Bond Resolution*"), the Act and other applicable law;

WHEREAS, upon issuance of the Series 2015 Bonds, if issued, the Authority will have issued no more than \$34,450,000 (original aggregate principal amount of Series 2011 Bonds of \$27,700,000, plus Series 2015 Bonds in an aggregate principal amount of not to exceed \$6,750,000) of the \$50,000,000 of Authority bonds authorized for County guaranty under the Guaranty Ordinance, leaving guaranty capacity of no less than \$15,550,000, \$10,000,000 of which shall constitute the "*Excess Guaranty Bonding Capacity*."

WHEREAS, the Series 2015 Supplemental Resolution shall determine if the Series 2015 Bonds, if necessary, shall be issued in a public offering, limited public offering, or private placement, including as a purchase by the County or an affiliate thereof;

WHEREAS, the Series 2015 Supplemental Resolution shall authorize the Authority to execute and deliver, to the extent the County directs the Authority to issue the Series 2015 Bonds, simultaneously with or prior to the issuance of the Series 2015 Bonds, the following agreements (together with the Series 2015 Supplemental Resolution and the Series 2015 Bonds, the "*Series 2015 Bond Authority Documents*," a form of which, along with a form of the resolution to be considered by the Authority in connection with the Settlement Project, is attached hereto as Exhibit D), which Series 2015 Bond Authority Documents shall further amend and supplement the following Prior Program Documents (as so amended and supplemented, the "*Program Documents*"):

- (i) That certain "Amendment No. 1 to Lease Purchase Agreement (Sussex County Renewable Energy Program, Series 2011)" to be dated the first day of the month of issuance of the Series 2015 Bonds (the "*Amendment No. 1 to Company Lease Agreement*"), which in accordance with the Prior Program Documents, shall automatically become part of the Company Lease Agreement;
- (ii) That certain "Amendment No. 1 to Power Purchase Agreement (Sussex County Renewable Energy Program, Series 2011)" to be dated the first day of the month of issuance of the Series 2015 Bonds (the "*Amendment No. 1 to Power Purchase Agreement*"), which in accordance with the Prior Program Documents, shall automatically become part of the Power Purchase Agreement,
- (iii) That certain "Amendment No. 1 to County Guaranty Agreement (Sussex County Renewable Energy Program, Series 2011)" to be dated the first day of the month of issuance of the Series 2015 Bonds (the "*Amendment No. 1 to County Guaranty Agreement*"), which in accordance with the Prior Program Documents, shall automatically become part of the County Guaranty Agreement, which in turn shall automatically become a part of the County Guaranty applicable to all Bonds, including the Outstanding Series 2011 Bonds and the Series 2015 Bonds;
- (iv) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain "Amendment No. 1 to Company Continuing Disclosure Agreement (Sussex County Renewable Energy Program, Series 2011)" to be dated the first day of the month of issuance of the Series 2015 Bonds (the "*Amendment No. 1 to Company Continuing Disclosure Agreement*"), which in accordance

with the Prior Program Documents, shall automatically become part of the Company Continuing Disclosure Agreement; and

- (v) To the extent the Series 2015 Bonds are not privately sold, or the federal securities laws contemplated thereby are otherwise not applicable, that certain "Amendment No. 1 to County Continuing Disclosure Agreement (Sussex County Renewable Energy Program, Series 2011)" to be dated the first day of the month of issuance of the Series 2015 Bonds (the "Amendment No. 1 to County Continuing Disclosure Agreement"), which in accordance with the Prior Program Documents, shall automatically become part of the County Continuing Disclosure Agreement;

WHEREAS, as Additional Bonds, the Series 2015 Bonds shall be secured on a pro-rata basis with, and in the same manner as, the Outstanding Series 2011 Bonds, including by the payment of certain Basic Lease Payments (as modified by Consent No. 3), and the County Guaranty;

WHEREAS, pursuant to the terms of the Program Documents, with respect to the Series 2015 Bonds, if the County directs the Authority to issue same, the Authority may (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 Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with N.J.S.A. 40A:5A-6, 7 and 8 of the Local Authorities Fiscal Control Law, the County shall have directed the Authority to have made an application (the "*Local Finance Board Application*") to, and seek, obtain, and officially recognize the 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, if the County may direct the Authority to market and sell the Series 2015 Bonds by negotiated sale, but otherwise than in a private placement, the Authority shall have authorized 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 2015 Bonds, the Series 2015 Project and the other transactions contemplated hereby (the "*Preliminary Official Statement*"), (ii) the execution and delivery of a bond purchase agreement (the "*Bond Purchase Agreement*") with an underwriter to be selected by the Authority, with the consent of the County, through a fair and open process (alternatively, the "*Underwriter*") to purchase all of the Series 2015 Bonds; and (iii) the delivery a final Official Statement incorporating the terms of the sale of the Series 2015 Bonds and certain other information into the Preliminary Official Statement (the "*Official Statement*", and together with the Preliminary Official Statement, the Bond

Purchase Agreement, as applicable, and any of the same or other offering or sale documents that may be required by the County, as direct purchaser of the Series 2015 Bonds, the "Sale Documents");

WHEREAS, prior to the issuance of the Series 2015 Bonds and in accordance with Section 13 ("Section 13") of the Act (N.J.S.A. 40:37A-56), the Authority shall have made a detailed report regarding the Series 2015 Project to the Sussex County Board of Chosen Freeholders, on behalf of the County in its capacity as a beneficiary county pursuant to Section 13, and to the County of Morris ("*Morris County*"), as "the County" as defined in the Act, which reports shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the "*Series 2015 Program Documents*"), and which report and amended report shall be accepted by the County by this resolution adopted by the Sussex County Board of Chosen Freeholders pursuant to Section 13; and

WHEREAS, the County has previously entered into that certain "Service Agreement (Sussex County Renewable Energy Program)," dated as of March 1, 2011, by and among the County and the Authority (the "*Service Agreement*"), which shall continue to remain in effect;

WHEREAS, the County believes: (i) it is in the public interest to accomplish the purposes contemplated by the Series 2015 Program Documents; (ii) said purposes are for the health, wealth, convenience or betterment of the inhabitants of the County; (iii) the amounts to be expended for said purposes are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the County and will not create an undue financial burden to be placed upon the County;

WHEREAS, as part of the Settlement Agreement, the parties thereto, except as between the County and the Authority, have reciprocally released all legal claims against one another, as is fully set forth in the Settlement Agreement, and the County and the Authority intend to release each other through execution of that certain "Release of Claims," by and among the County and the Authority, a form of which is attached hereto as Exhibit C.

WHEREAS, the authorization, execution, and delivery of Consent No. 3, the Settlement Agreement, and the other Series 2015 Program Documents, and all other actions contemplated herein, are in the best interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SUSSEX, NEW JERSEY (the "Sussex County Board of Freeholders") on behalf of the County, as follows:

Section 1. Upon issuance of the Series 2015 Bonds, the Excess Guaranty Bonding Capacity shall be canceled and the Freeholder Director, the County Administrator and the County Chief Financial Officer (including their designees, each an "Authorized Officer") are each hereby severally authorized and directed to take all actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable to cancel such Excess Guaranty Bonding Capacity.

Section 2. The Authorized Officers are each hereby severally authorized and directed to negotiate, execute and deliver the Consent No. 3 and the Settlement Agreement on behalf of the County, substantially in the form attached hereto as Exhibit A and Exhibit B, respectively, with any and all changes to Consent No. 3 and the Settlement Agreement from the attached forms as any such Authorized Officer, in his or her sole discretion shall determine to be necessary, desirable or convenient to promote the best interests of the County, and in consultation with counsel, including any non-material changes requested by any rating agencies, and the Authorized Officer's execution and delivery of Consent No. 3 and the Settlement Agreement shall be full and complete evidence of the authorization by the County of any such additions or changes to Consent No. 3 or the Settlement Agreement. The Authorized Officer is hereby further authorized to take all such further actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable by any such Authorized Officer to implement Consent No. 3, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby.

Section 3. The Authorized Officers are each hereby severally authorized and directed to negotiate, execute and deliver the other Series 2015 Program Documents to which the County is a party, and all other documents in connection with the issuance of the Series 2015 Bonds by the Authority, upon such terms as any such Authorized Officer, in his or her sole discretion and in consultation with counsel shall determine to be necessary, desirable or convenient to implement Consent No. 3, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby, and to otherwise promote the best interests of the County and to take all further actions in connection with the issuance of the Series 2015 Bonds by the Authority in accordance with all applicable law, including without limitation the execution of such certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable by any such Authorized Officer to effectuate issuance of the Series 2015 Bonds, including, but not limited to, the Series 2015 Program Documents.

Section 4. The Authorized Officers are each hereby severally authorized and directed to: (i) negotiate, execute and deliver the Release of Claims, substantially in the form attached hereto as Exhibit C, with any and all changes to the Release of Claims from the attached form as any such Authorized Officer, in his or her sole discretion, shall determine to be necessary, desirable, or convenient to promote the best interests of the County, and in consultation with counsel, and the Authorized Officers execution and delivery of the Release of Claims shall be full and complete evidence of the authorization of the County of any such additions or changes in the Release of Claims; and (ii) take all actions in connection therewith in accordance with all applicable law, including without limitation the execution of such other certificates, instruments or documents, as any such Authorized Officer, in consultation with counsel, shall deem necessary, convenient or desirable to implement the Release of Claims.

Section 5. The County, as a beneficiary county pursuant to, and in accordance with, Section 13 of the Act, N.J.S.A. 40A:37A-56, and all other applicable law, having received a form of the Series 2015 Program Documents constituting the report for purposes of Section 13, the County hereby directs and consents to the Authority's: (i) execution, delivery, and negotiation of Consent No. 3 the Settlement Agreement, and Release of Claims substantially in the form attached hereto as Exhibit A, Exhibit B, and Exhibit C respectively, with such changes to Consent No. 3 and the Settlement Agreement from the attached forms as directed by the Authorized Officers pursuant to Section 1 hereof; (ii) adoption of the Series 2015 Supplemental Resolution, and the authorization, execution, and delivery of the other Series 2015 Bond Authority Documents; (iii) issuance of the Series 2015 Bonds, including any and all actions deemed necessary, convenient, or desirable by the Authority to effectuate such issuance, including but not limited to, the preparation and submission to the Local Finance Board Application for the purpose of financing the Series 2015 Project through the issuance of the Series 2015 Bonds, including, without limitation, attendance at the hearing to be held by the Local Finance Board relating to the Financing Documents, and the Series 2015 Project financed thereby required by N.J.S.A. 40A:5A-6; (iv) the authorization, execution, and delivery of any other Series 2015 Program Documents in such form as the Authorized Officers shall determine as necessary, desirable, or convenient to implement the Settlement Agreement, Consent No. 3, or the transactions contemplated thereby; (v) making of a report to the Board of Chosen Freeholders of Morris County, which report shall include, without limitation, descriptions of the Series 2015 Bonds, the Series 2015 Supplemental Bond Resolution, the other Series 2015 Bond Authority Documents, the Settlement Documents, and if and as applicable, the Sale Documents (collectively, the "*Series 2015 Program Documents*"), all in accordance with Section 13 of the Act, and (vi) the sale by the Authority to the County and purchase by the County of the Series 2015 Bonds, if applicable. The Authority is further authorized and directed to take any all actions deemed necessary, convenient, or desirable by the Authority to effectuate the foregoing, including but not limited to, execution of all such certificates, instruments or documents the Authority shall deem necessary, convenient or desirable for such purposes.

Section 6. The Clerk of the Sussex County Board of Chosen Freeholders is hereby authorized and directed, upon the execution or acknowledgment of the Series 2015 Program Documents to which the County is a party, in accordance with the terms herein, to attest to the Authorized Officer's execution or acknowledgment of such documents and is hereby further authorized and directed to thereupon affix the seal of the County to such documents.

Section 7. The County hereby authorizes the performance of any act, and the execution or acknowledgment and delivery of any other document, instrument or certificates, which any Authorized Officer or the Authority, after consultation with counsel, deems necessary, desirable or convenient to implement Consent No. 3, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby, and the County hereby directs the Authorized Officers and the Authority, as applicable, to execute or acknowledge, attest and affix the seal to any such documents, instruments or closing certificates, the authorization of which actions shall be conclusively evidenced by the execution or acknowledgment, attestation, affixation and delivery, as the case may be, thereof by such persons.

Section 8. All payments made by the County pursuant to the Settlement Agreement shall be deemed an appropriation of monies to the Authority to pay all or any part of the cost of acquisition or construction of a public facility pursuant to N.J.S.A. 40:37A-79.

Section 9. All actions taken by the Authority upon the consent or direction of the County as provided by this resolution shall constitute acts taken at the direction of the County pursuant to the Service Agreement. All actions taken by Morris County consenting and/or authorizing actions of the Authority acknowledging action of the County as contemplated by this resolution shall be deemed to be at the request of the County, including any approval of Morris County pursuant to Section 13.

Section 10. To the extent the Series 2015 Bonds are issued in any year other than 2015, references herein to "2015" may without any further action be changed to the year of issuance of such Series 2015 Bonds.

Section 11. The County hereby severally authorizes its Authorized Officers and its consultants to assist the Authority in any action to be taken by the Authority with the Local Finance Board under any applicable law, as any such actions may be related to or coordinated with the Local Finance Board Application and the transactions contemplated hereby, including without limitation the submission to the Local Finance Board on behalf of the County, the hearing in connection therewith and the actions of the Local Finance Board relating thereto, all relating to the Series 2015 Bonds.

Section 12. Except to the extent the Prior Program Documents are contemplated in the preambles hereof to be amended, and as supplemented by the Series 2015 Programs Documents, the Program Documents, including the Service Agreement, remain in full force and effect.

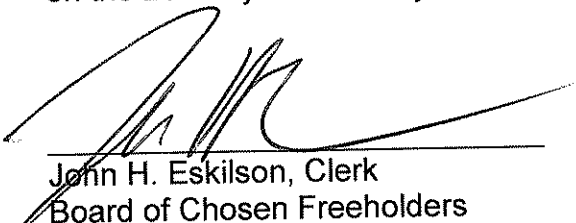
Section 13. All actions of the Authorized Officers, the Authority, and all consultants and counsel in the employ of the County or Authority in connection with the Renewable Energy Program taken prior to the date of adoption hereof in connection with the Series 2015 Bonds, the Series 2015 Project, Consent No. 3, the Settlement Agreement, the Series 2015 Program Documents, or any of the foregoing transactions contemplated by this resolution are hereby ratified and approved.

Section 14. The County hereby authorizes the Authorized Officers, on behalf of the County, to direct the Authority to undertake those acts deemed, in the sole and reasonable discretion of such Authorized Officers, necessary, convenient, or desirable to implement Consent No. 3, the Settlement Agreement, the other Series 2015 Program Documents, and the transactions contemplated thereby.

Section 15. Upon the adoption hereof, the Clerk of the Board of Freeholders shall promptly forward certified copies of this resolution to John H. Eskilson, County Administrator, John Bonanni, Morris County Administrator and Chairperson of the Authority, the Clerk of the Board of Chosen Freeholders of Morris County, and Dennis R. McConnell, Esq., Sussex County Counsel.

Section 16. This resolution shall take effect on the date that the last of the governing bodies of the County, the Authority, Morris County, the Somerset County Improvement Authority, and Somerset County approve settlement of the respective Tri-County Litigations.

Certified as a true copy of the
Resolution adopted by the
Board of Chosen Freeholders
on the 25th day of February, 2015



John H. Eskilson, Clerk
Board of Chosen Freeholders
County of Sussex

RECORD OF VOTE						
FREEHOLDER	AYE	NAY	ABST	ABS	MOVE	SEC
Crabb	✓					
Graham		✓				
Mudrick	✓					✓
Phoebus		✓				
Vohden	✓				✓	

ABST - Abstain
MOVE - Resolution Moved
ABS - Absent
SEC - Resolution Seconded