

**COMPANY CONTINUING DISCLOSURE AGREEMENT
(Union County Renewable Energy Program, Series 2010)**

among

[COMPANY]

and

_____, as **Trustee**

and

THE UNION COUNTY IMPROVEMENT AUTHORITY

Dated as of _____, 2010

With respect to The Union County Improvement Authority's
\$_____ aggregate principal amount of
County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010

**COMPANY CONTINUING DISCLOSURE AGREEMENT
(Union County Renewable Energy Program, Series 2010)**

THIS COMPANY CONTINUING DISCLOSURE AGREEMENT (the “Company Continuing Disclosure Agreement”) is made and entered into as of _____, 2010 by and among [Company], a [limited liability company] organized and existing under the laws of the State of [state], duly authorized to conduct business in the hereinafter defined State (the “Company”), [Trustee] (the “Bank”), a national banking association authorized and acting under the laws of the United States of America and further authorized to conduct business in the State, where the Bank acts as trustee under and pursuant to the hereinafter defined Bond Resolution (the “Trustee”), and The Union County Improvement Authority, a public body corporate and politic duly created and validly existing under the laws of the State of New Jersey (“State”) pursuant to and in accordance with the provisions of 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 (as codified at N.J.S.A. 40:37A-44 *et seq.*, the “Act”) and other applicable law (the “Authority”).

WITNESSETH

WHEREAS, the Authority developed a program (the “Renewable Energy Program”) for the procurement, financing, design, permitting, acquisition, construction, installation, operation and maintenance of renewable energy projects, including solar panels, and any related electrical modifications or other work required in connection therewith for and on behalf of the Local Units at the Local Unit’s facilities (“Renewable Energy Projects”);

WHEREAS, in order to implement the Renewable Energy Program, the Authority has determined to finance a portion of the costs of the Renewable Energy Projects through the issuance by the Authority of a series of bonds (federally taxable) entitled “County of Union Guaranteed Renewable Energy Program Lease Revenue Bonds, Series 2010” dated _____, 2010, their date of delivery, in the aggregate principal amount of \$_____ (the “Series 2010 Bonds”);

WHEREAS, the Series 2010 Bonds, and any Additional Bonds defined under the Bond Resolution (collectively, the “Bonds”) shall be issued pursuant to the terms of that certain “RESOLUTION AUTHORIZING THE ISSUANCE OF COUNTY GUARANTEED RENEWABLE ENERGY PROGRAM LEASE REVENUE BONDS, SERIES 2010 AND ADDITIONAL BONDS OF THE UNION COUNTY IMPROVEMENT AUTHORITY” adopted by the governing body of the Authority on _____, 2010, as amended and supplemented from time to time in accordance with its terms, (the “Bond Resolution”), all in accordance with Sections 17-19 of the Act (N.J.S.A. 40:37A-60, 61 and 62) and all other applicable law;

WHEREAS, the Company as a potential “materially obligated person” within the meaning and for the purposes set forth in Rule 15c2-12 (“Rule 15c-12”) promulgated by the

Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended, is entering into this Company Continuing Disclosure Agreement in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

WHEREAS, pursuant to the terms of the Bond Resolution 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 this Company Continuing Disclosure Agreement and the County Continuing Disclosure Agreement, all in order to satisfy the secondary market disclosure requirements of Rule 15c2-12;

NOW, THEREFORE, in consideration of the premises and certain other consideration, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

SECTION 1.1. Definitions.

The following additional terms shall have the meanings specified below:

“Annual Report” means Financial Statements and Operating Data provided at least annually with respect to the Company.

“Bondholder” or “Holder” or any similar term, when used with reference to the Series 2010 Bonds, means any person who shall be the registered owner of any outstanding the Series 2010 Bonds, including holders of beneficial interests in the Series 2010 Bonds.

“Bond Disclosure Event” means any event described in subsection 2.6(a) of this Company Continuing Disclosure Agreement.

“Bond Disclosure Event Notice” means the notice to the MSRB as provided in subsection 2.6(b) of this Company Continuing Disclosure Agreement.

“Dissemination Agent” means an entity acting in its capacity as Dissemination Agent under this Company Continuing Disclosure Agreement, or any successor Dissemination Agent designated in writing by the Company and which has filed a written acceptance of such designation.

“Financial Statements” means the audited financial statements of the Company for each Fiscal Year.

“Fiscal Year” means the fiscal year of the Company as determined by the Company from time to time. As of the date of this Company Continuing Disclosure Agreement, the Fiscal Year of the Company begins on [January 1 of each calendar year and closes on the following December 31].

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied.

“GAAS” means generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to Rule 15c2-12. Effective July 1, 2009 and until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Operating Data” means certain financial and statistical information of the Company, which for purposes of this Company Continuing Disclosure Agreement shall include the financial and statistical information in Appendix C to the Final Official Statement, a copy of which is attached hereto as Exhibit A.

“SEC” means the Securities and Exchange Commission.

Section 1.3. Interpretation. Words of masculine gender include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular include the plural and vice versa, and words importing Persons include corporations, associations, partnerships (including limited partnerships), trusts, firms and other legal entities, including public bodies, as well as natural persons. Articles and Sections referred to by number mean the corresponding Articles and Sections of this Company Continuing Disclosure Agreement. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms as used in this Company Continuing Disclosure Agreement, refer to this Company Continuing Disclosure Agreement as a whole unless otherwise expressly stated.

The headings of this Company Continuing Disclosure Agreement are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

CONTINUING DISCLOSURE COVENANTS AND REPRESENTATIONS

Section 2.1. Continuing Disclosure Covenants of the Company. The Company agrees that it will provide, or, if the Company has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to provide:

(a) Not later than two hundred twenty-five (225) days after the end of each Fiscal Year, commencing with the Fiscal Year of the Company ending after December 31, 2010, an Annual Report to the MSRB via electronic format (accompanied by such identifying information as is prescribed by the MSRB) and to the Authority; provided that the Financial Statements of the Company may be submitted separately from the balance of the Annual Report and later than the date required herein for the filing of the Annual Report if the Financial Statements of the Company are not available by that date, but only if the unaudited financial statements of the Company are included in the Annual Report; and

(b) Not later than fifteen (15) days prior to the date of each year specified in subsection 2.1(a), a copy of the Annual Report, complete to the extent required in Section 2.1(a), to the Trustee and the Dissemination Agent, if the Company has appointed or engaged a Dissemination Agent.

Section 2.2. Continuing Disclosure Representations of the Company. The Company represents and warrants that:

(a) Financial Statements shall be prepared in accordance with GAAP; and

(b) Financial Statements shall be audited by an independent certified public accountant in accordance with GAAS.

Section 2.3. Form of Annual Report.

(a) The Annual Report may be submitted by the Company, or on behalf thereof, as a single document or as separate documents comprising a package.

(b) Any or all of the items which must be included in the Annual Report may be incorporated by reference from other documents, including registration statements and annual reports delivered in connection with other financings issued on behalf of the Company or related public entities thereof which have been made available to the public on the MSRB's website or filed with the SEC. If the document incorporated by reference is a registration statement, it must be available from the MSRB or the SEC. The Company shall clearly identify each such other document so incorporated by reference.

(c) The Annual Report for any Fiscal Year containing any modified operating data or financial information (as contemplated by Sections 4.9 and 4.10 hereof) for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Report being provided for such Fiscal Year.

Section 2.4. Responsibilities and Duties of the Authority, the Company, the Dissemination Agent and the Trustee.

(a) If fifteen (15) days prior to the date specified in subsection 2.1(a), the Trustee has not received a copy of the Annual Report, complete to the extent required in Section 2.1(a), the Trustee shall notify the Company in writing to provide notice of the Company's obligations pursuant to Sections 2.1(a), 2.1(b) and 2.4(c)(ii) hereof.

(b) If the Trustee, by the date specified in subsection 2.1(a) herein, has not received a written report from the Company, as required by Section 2.4(c)(ii) hereof, indicating that an Annual Report, complete to the extent required in Section 2.1(a), has been provided to the MSRB and to the Authority by the date specified in subsection 2.1(a), the Trustee shall send a notice to the MSRB, in electronic format, substantially in the form attached hereto as Exhibit B, together with identifying information as prescribed by the MSRB, with a copy thereof to the Authority and the Company.

(c) The Company shall, or, if the Company has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to, by the date specified in subsection 2.1(a) herein, provide a written report to the Authority and the Trustee (and, if a Dissemination Agent has been appointed, to the Company), upon which said parties may rely, certifying that the Annual Report, complete to the extent required in Section 2.1(a), has been provided pursuant to this Continuing Disclosure Agreement, and stating the date that it was provided to the MSRB.

(d) If the Fiscal Year of the Company changes, the Company shall promptly notify, in writing, the Authority and the Trustee, and shall disclose such change in its next Annual Report.

Section 2.5. Appointment, Removal and Resignation of the Dissemination Agent.

(a) The Company may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Company Continuing Disclosure Agreement and shall provide notice of such appointment to the Trustee and the Authority. Thereafter, the Company may discharge any such Dissemination Agent and satisfy its obligations under this Company Continuing Disclosure Agreement without the assistance of a Dissemination Agent, or the Company may discharge a Dissemination Agent and appoint a successor Dissemination Agent, such discharge to be effective on the date of the appointment of a successor Dissemination Agent. The Company shall provide notice of the discharge of a Dissemination Agent to the Trustee and the Authority and shall further indicate either the decision of the Company to satisfy its obligations under this Company Continuing Disclosure Agreement without the assistance of a Dissemination Agent or the identity of the new Dissemination Agent.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in this Company Continuing Disclosure Agreement.

(c) The Dissemination Agent, or any successor thereto, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the Company. Such resignation shall take effect on the date specified in such notice.

Section 2.6. Responsibilities and Duties of the Authority.

(a) Authority agrees that it will provide in a timely manner to the MSRB notice of any of the following events with respect to the Series 2010 Bonds (each, a “Bond Disclosure Event”), if material, and will provide a copy of such notice to the Trustee and the Company, for informational purposes only:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves, reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements, reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events affecting the tax-exempt status of the Series 2010 Bonds;
- (vii) Modifications to rights of the holder of the Series 2010 Bonds;
- (viii) Bond calls (other than regularly scheduled mandatory sinking fund redemptions for which notice of redemption has been given to the Bondholders as required pursuant to the provisions of the Authority Bond Resolution);
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2010 Bonds; and
- (xi) Rating changes.

(b) If the Authority has determined that the occurrence of a Bond Disclosure Event would be material, the Authority shall promptly provide a notice of such occurrence to the MSRB (the “Bond Disclosure Event Notice”) in electronic format together with identifying information as prescribed by the MSRB, in the form determined by the Authority; provided, that the Bond Disclosure Event Notice pertaining to the occurrence of a Bond Disclosure Event described in clauses 2.6(a)(viii) (Bond calls) or 2.6(a)(ix) (defeasances) need not be given under this subsection any earlier than the time when the notice (if any) of such Bond Disclosure Event shall be given to Series 2010 Bondholders of affected Bonds as provided in Section 6.06 and other related sections of Bond Resolution. The obligations of the Authority to provide the

notices required under this Continuing Disclosure Agreement are in addition to, and not in substitution of, any of the obligations (if any) of the Trustee to provide notices of events of default to Series 2010 Bondholders under said Section 6.06 and other related sections of Bond Resolution. The Authority shall file a copy of each Bond Disclosure Event Notice with the Trustee and the Company, for informational purposes only.

Section 2.7. Immunities and Liabilities of the Trustee.

Article IX of the Authority Bond Resolution, relating to compensation, reimbursement, immunities and liabilities of the Trustee, is hereby made applicable to its and the Dissemination Agent's responsibilities under this Company Continuing Disclosure Agreement. The immunities and liabilities of the Trustee and Dissemination Agent shall survive the termination of the Authority Bond Resolution, as amended and supplemented and the removal or resignation of the Trustee or the Dissemination Agent. The Trustee shall have no obligation hereunder to provide, or to monitor the Authority's obligation to provide, Bond Disclosure Event Notices.

ARTICLE III
REMEDIES
[Subject to Authority Bond Resolution]

Section 3.1 Remedies.

(a) The Trustee may (and at the request of the Holders of at least twenty-five percent (25%) in aggregate principal amount of outstanding the Series 2010 Bonds, and after provision of indemnity in accordance with Section 10.03 of the Authority Bond Resolution, shall), or any Bondholder, for the equal benefit and protection of all Bondholders similarly situated, may take whatever action at law or in equity against the Company and the Authority and any of their respective officers, agents and employees which is necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the Company and the Authority under this Company Continuing Disclosure Agreement and may compel the Company or the Authority or any of their respective officers, agents or employees (except for the Dissemination Agent with respect to the obligations, agreements and covenants of the Company), to perform and carry out their duties under this Company Continuing Disclosure Agreement; provided, that any Bondholder, acting for the equal benefit and protection of all Bondholders similarly situated, may pursue specific performance only with respect to the failure to file the Annual Reports and Bond Disclosure Event Notices required by this Company Continuing Disclosure Agreement, and may not pursue specific performance in challenging the adequacy of Annual Reports which have been filed pursuant to the provisions hereof.

(b) In case the Trustee or any Bondholder shall have proceeded to enforce its rights under this Company Continuing Disclosure Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Bondholder, as the case may be, then and in every such case the Company, the Authority,

the Trustee and any Bondholder, as the case may be, shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Authority, the Trustee and any Bondholder shall continue as though no such proceeding had been taken.

(c) A failure by the Authority or the Company to perform their respective obligations under this Company Continuing Disclosure Agreement shall not be deemed an event of default under any other agreement entered into in connection with the issuance of the Series 2010 Bonds or the Authority Bond Resolution, and the sole remedy under this Company Continuing Disclosure Agreement in the event of any failure by the Authority or the Company to comply with this Company Continuing Disclosure Agreement shall be as set forth in subsection 3.1(a) of this Company Continuing Disclosure Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.1. Purposes of this Company Continuing Disclosure Agreement. This Company Continuing Disclosure Agreement is being executed and delivered by the Company, the Trustee and the Authority for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with clause (b)(5) of Rule 15c2-12.

Section 4.2. The Authority and the Bondholders.

(a) The Authority may enforce any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee or the Holders of the Series 2010 Bonds.

(b) Each Bondholder is hereby recognized as being a third-party beneficiary hereunder and each may enforce, for the equal benefit and protection of all Bondholders similarly situated, any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee, to the extent permitted in Section 3.1(a) hereof.

Section 4.3. Obligations of the Authority Hereunder; Indemnified Parties. Neither the Authority nor any member, official, employee, counsel, consultant or agent of the Authority or any person executing the Series 2010 Bonds shall bear any obligation for the performance of any duty, agreement or covenant of the Company or the Trustee under this Company Continuing Disclosure Agreement. The obligations of the Authority under this Company Continuing Disclosure Agreement are expressly limited to the duties set forth in Sections 2.6, 4.9(c) and 4.12 herein.

The Company agrees to indemnify and hold harmless the Authority, any member, officer, official, employee, counsel (including, without limitation, Bond Counsel to the Authority), consultant and agent of the Authority, including the Trustee and the Dissemination Agent and any of their members, officers or employees or agents or any purchaser of the Series 2010 Bonds

(collectively, the “Indemnified Parties”), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by the Company’s failure, or a Dissemination Agent’s failure, to perform or observe any of the Company’s obligations, agreements or covenants under the terms of this Company Continuing Disclosure Agreement, but only if and insofar as such losses, claims, damages, liabilities or expenses are caused directly or indirectly by any such failure of the Company or the Dissemination Agent to perform. In case any action shall be brought against the Indemnified Parties based upon this Company Continuing Disclosure Agreement and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing. Upon receipt of such notification, the Company shall promptly assume the defense of such action, including the retention of counsel, the payment of all expenses in connection with such action and the right to negotiate and settle any such action on behalf of such party to the extent allowed by law. Any Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the Company, or unless by reason of conflict of interest determined by the written opinion of counsel to any such party, it is advisable for such party to be represented by separate counsel, to be retained by the Company, in which case the fees and expenses of such separate counsel shall be borne by the Company. The Company shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the Company or if there be a final judgment for the plaintiff in any such action with or without written consent, the Company agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Nothing in this paragraph shall require or obligate the Company to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any negligence, recklessness or intentional misconduct of the Indemnified Parties in connection with the Company’s performance of its obligations, agreements and covenants under this Company Continuing Disclosure Agreement. The provisions of this section shall survive the termination of this Company Continuing Disclosure Agreement and the removal or resignation of the Trustee.

Section 4.4. Additional Information. Nothing in this Company Continuing Disclosure Agreement shall be deemed to prevent the Company or the Authority (a) from disseminating any other information, using the means of dissemination set forth in this Company Continuing Disclosure Agreement or any other means of communication, or (b) including, in addition to that which is required by this Company Continuing Disclosure Agreement, in the case of the Company, any other information in any Annual Report and in the case of the Authority, any other information in any Bond Disclosure Event Notice. If the Company chooses to include any information in any Annual Report or if the Authority chooses to include any information in any Bond Disclosure Event Notice, in addition to that which is specifically required by this Company Continuing Disclosure Agreement, neither the Company nor the Authority shall have any obligation under this Company Continuing Disclosure Agreement to update such information or include it in any future Annual Report or Bond Disclosure Event Notice, as the case may be.

Section 4.5. Notices. All notices required to be given or authorized to be given by each party pursuant to this Company Continuing Disclosure Agreement shall be in writing and shall be sent by registered or certified mail (as well as by facsimile), addressed to: in the case of the Company, _____, Attention: _____, Email: _____, with a copy to: _____, Email: _____; in the case of the Trustee, _____; and in the case of the Authority, The Union County Improvement Authority, 10 Cherry Street, Elizabeth, New Jersey 07202.

Section 4.6. Assignments. This Company Continuing Disclosure Agreement may not be assigned by any party without the consent of the others and, as a condition to any such assignment, only upon the assumption in writing of all of the obligations imposed upon such party by this Company Continuing Disclosure Agreement.

Section 4.7. Severability. If any provision of this Company Continuing Disclosure Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4.8. Execution of Counterparts. This Company Continuing Disclosure Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each party hereto may sign the same counterpart or each party hereto may sign a separate counterpart.

Section 4.9. Amendments, Changes and Modifications.

(a) Except as otherwise provided in this Company Continuing Disclosure Agreement, subsequent to the initial issuance of the Series 2010 Bonds and prior to their payment in full (or provision for payment thereof having been made in accordance with the provisions of the Authority Bond Resolution), this Company Continuing Disclosure Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto.

(b) Without the consent of any Bondholders, the Company, the Trustee and the Authority at any time and from time to time may enter into any amendments or modifications to this Company Continuing Disclosure Agreement for any of the following purposes:

(i) to add to covenants and agreements of the Company or the Authority hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Company or the Authority by this Company Continuing Disclosure Agreement;

(ii) to modify the contents, presentation and format of the Annual Report from time to time to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the Company or to reflect changes in the

identity, nature or status of the Company or in the business, structure or operations of the Company or any mergers, consolidations, acquisitions or dispositions made by or affecting the Company; provided that any such modification shall not be in contravention of Rule 15c2-12 as then in effect at the time of such modification; or

(iii) to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to include any other provisions with respect to matters or questions arising under this Company Continuing Disclosure Agreement which, in each case, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances;

provided, that prior to approving any such amendment or modification an opinion of Bond Counsel to the Authority is delivered to the Trustee to the effect that such amendment or modification does not adversely affect the interests of the Holders of the Series 2010 Bonds in any material respect.

(c) Upon entering into any amendment or modification required or permitted by this Company Continuing Disclosure Agreement which materially affects the interests of the Holders of the Series 2010 Bonds, the Authority shall deliver to the MSRB written notice of any such amendment or modification.

(d) The Company, the Trustee and the Authority shall be entitled to rely conclusively upon a written opinion of Bond Counsel to the Authority to the effect that such amendments or modifications comply with the conditions and provisions of this Section 4.9.

Section 4.10. Amendments Required by Rule 15c2-12. The Company, the Trustee and the Authority each recognize that the provisions of this Company Continuing Disclosure Agreement are intended to enable the compliance with Rule 15c2-12. If, as a result of a change in Rule 15c2-12 or in the interpretation thereof or the promulgation of a successor rule, statute or regulation thereto, a change in this Company Continuing Disclosure Agreement shall be permitted or necessary to assure continued compliance with Rule 15c2-12 and upon delivery of an opinion of Bond Counsel to the Authority to the effect that such amendments shall be permitted or necessary to assure continued compliance with Rule 15c2-12 as so amended or interpreted, then the Company, the Trustee and the Authority shall amend this Company Continuing Disclosure Agreement to comply with and be bound by any such amendment to this Company Continuing Disclosure Agreement to the extent necessary or desirable to assure compliance with the provisions of Rule 15c2-12 and provide the written notice of such amendment as required by subsection 4.9(c) hereof.

Section 4.11. Governing Law. This Company Continuing Disclosure Agreement shall be governed exclusively by and construed in accordance with the laws of the State and the laws of the United States, as applicable.

Section 4.12. Commencement and Termination of Continuing Disclosure Obligations. Except as otherwise provided herein, the obligations of the Authority, the Company and the Trustee hereunder shall be in full force and effect from the date of issuance of the Series 2010 Bonds and shall continue in effect until the earlier of the date the Series 2010 Bonds are no longer outstanding in accordance with the terms of the Authority Bond Resolution, and only after the Authority delivers written notice to such effect to the MSRB.

Section 4.13. Prior Undertakings. The Company has not failed to comply in any material respect with any prior continuing disclosure undertaking made by the Company, if any, in accordance with Rule 15c2-12.

Section 4.14. Binding Effect. This Company Continuing Disclosure Agreement shall inure to the benefit of and shall be binding upon the Company, the Trustee and the Authority and their respective successors and assigns.

IN WITNESS WHEREOF, the [Company], [Trustee] and the Union County Improvement Authority have caused this Company Continuing Disclosure Agreement to be executed in their respective names and their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

[SEAL]

ATTEST:

[Company]

By:

Name:
Title:

By: _____

[SEAL]

ATTEST:

_____,
as Trustee

By: _____

[SEAL]

ATTEST:

THE UNION COUNTY
IMPROVEMENT AUTHORITY

By: _____

EXHIBIT A

EXCERPT OF FINAL OFFICIAL STATEMENT

1. Section heading of the Final Official Statement entitled “THE COMPANY”.
2. Appendix C to the Final Official Statement.

EXHIBIT B

**FORM OF NOTICE TO THE MSRB OF
FAILURE TO FILE ANNUAL REPORT**

Name of Obligated Person: [Company]

Name of Bond Issue: The Union County Improvement Authority's
County of Union Guaranteed Renewable Energy Program Lease
Revenue Bonds, Series 2010 ("Bonds")

Date of Issuance: _____, 2010

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that _____ (the "Company") has not provided an Annual Report with respect to the above-named Bonds as required by the "Continuing Disclosure Agreement (Union County Renewable Energy Program, Series 2010)" dated as of _____, 2010 among the Company, _____, as Trustee, and the Union County Improvement Authority. [The Company anticipates that the Annual Report will be filed by _____.]

Dated: _____, _____, as Trustee

By: _____