



**Certificates of Participation**  
**(Housing Authority of the City of Newark, New Jersey,**  
**Energy Conservation Project), Series 2011,**  
**Evidencing Ownership Interests in**  
**Rent Payments to be Paid by**  
**Housing Authority of the City of Newark, New Jersey,**  
**under a certain Equipment Lease-Purchase Agreement**  
**dated as of September 30, 2011**

**DEUTSCHE BANK'S CERTIFICATE AS TO AUTHORITY AND OTHER MATTERS**

1. Pursuant to the provisions of the Trust Agreement, dated as of September 30, 2011 (the "Trust Agreement"), by and between GRANT CAPITAL MANAGEMENT, INC., a Maryland corporation, as trustor (in such capacity, the "*Trustor*"), and DEUTSCHE BANK NATIONAL TRUST COMPANY, as trustee (in such capacity, the "*Trustee*"), the documents to be executed by the Trustee have been duly authorized, executed and delivered on behalf of the Trustee by the officers identified in paragraph 2 below.

2. The persons named below are authorized representatives of the Trustee, holding the office listed opposite such representative's name. The representative is duly authorized and empowered to execute the Trust Agreement and authenticate the Certificates on behalf of the Trustee, in its capacity as Trustee, on the date hereof and the signature appearing opposite the name and office of such representative is in all respects the true and genuine signature of such representative.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Dennis D. Gillespie	Vice President	
Richard Hann	Vice President	

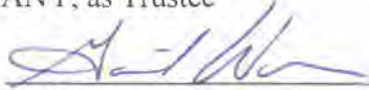
3. Attached hereto as Exhibit A are true and complete copies of Signing Authority Delegations signed by a Managing Director of the Trustee setting forth the officers of the Trustee who are authorized to execute the Trustee Documents and authenticate the Certificates, the originals of which are on file at the principal corporate trust office of the Trustee, and the same have not been amended or repealed and on the date hereof, are in full force and effect.

4. Pursuant to the provisions of the Trust Agreement, the Trustee has duly authenticated the Certificates.

Capitalized terms used herein which are not otherwise defined have the meanings set forth in the Trust Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed by its duly authorized officer as of this \_\_\_\_\_ day of September, 2011.

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, as Trustee

By: 

Name: Gail Wilson

Title: Vice President

Deutsche Bank National Trust Company  
Signing Authority Delegation

The undersigned President/Managing Director of Deutsche Bank National Trust Company hereby delegates the signing authority classification(s) indicated below to the employee whose name is printed below. Said signing authority is extended solely for purposes of such employee's responsibilities on behalf of Deutsche Bank National Trust Company:

EMPLOYEE NAME (PRINT):	EMPLOYEE'S TITLE:	GROUP/DIVISION::
Dennis D. Gillespie	Vice President	Corporate Trust & Agency Service

CHECK APPROPRIATE AUTHORITY(IES):

- ☒ **GROUP A** Authority to sign any contract, document, instrument, certificate or other writing that it may be necessary or appropriate to execute for, or on behalf of, the Association in the conduct of its lawful business, either on its own behalf or in a fiduciary, representative or agency capacity.
- ☐ **GROUP B** Authority to sign any purchase order or contract for the purchase by the Association of goods or services.
- ☐ **GROUP C** Authority to sign checks, letters of credit, drafts, acceptances or time drafts, bills of exchange, other orders drawn by the Association for payment of money or the delivery of securities or other property; authority to sign steamship guarantees, airway releases and research guarantees.
- ☐ **GROUP D** Authority to sign guarantees of signatures on registered stocks, bonds and other documents and powers of substitution in connection with the transfer of securities when the Association is named as attorney to transfer stock certificates; authority to sign certifications on behalf of the Association of checks, drafts and other orders for the payment of money drawn on the Association; authority to sign endorsements on checks, drafts, notes, bills of exchange, acceptances, bills of lading, warehouse receipts, insurance certificates and policies and other similar documents.
- ☐ **GROUP E** Authority to sign reconcilements, verifications, certifications of balances and related correspondence.
- ☐ **GROUP F** Authority to sign receipts.
- ☐ **GROUP G** Authority to sign as an Assistant Secretary or Special Assistant Secretary with authority to sign or countersign for this Association as Registrar, Transfer Agent or Paying Agent; to certify stockholders and bondholders lists prepared from records maintained by this Association in its capacity as Transfer Agent or Registrar; to certify tabulations of proxies received by this Association in its capacity as agent for the corporation issuing the stock to which the proxies pertain; to execute cremation certificates covering cancelled securities or coupons destroyed by this Association as Trustee or in any other capacity; to sign with the title of "Transfer Clerk," certificates for the capital stock and/or preferred stock of this Association; to sign certificates of authentication for and on behalf of this Association as Trustee or in any other representative capacity in respect of bonds, notes, debentures and other obligations issued under corporate mortgages, trust agreements, or other indentures or resolutions; and to sign certificates for securities deposited, interim certificates and other certificates for and on behalf of this Association as Depositary, Transfer Agent, Registrar, or in some other agency capacity.
- ☐ **OTHER (SPECIFY)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYEE'S SPECIMEN SIGNATURE

*Dennis D. Gillespie*

Sign inside the box in **BLACK** ink/pen **ONLY**

APPROVED BY:

*Howard Topp*  
NAME: Howard Topp  
TITLE: Managing Director  
DATE: August 26, 2002

Deutsche Bank National Trust Company  
Signing Authority Delegation

The undersigned President/Managing Director of Deutsche Bank National Trust Company hereby delegates the signing authority to the employee whose name is printed below. Said signing authority is extended solely for purposes of such employee's responsibilities on behalf of Deutsche Bank National Trust Company:

EMPLOYEE NAME (PRINT):	EMPLOYEE'S TITLE:	GROUP/DIVISION::
Richard A. Harro	Vice President	Corporate Trust & Agency Services

CHECK APPROPRIATE AUTHORITY(IES):

- ☒ **GROUP A** Authority to sign any contract, document, instrument, certificate or other writing that it may be necessary or appropriate to execute for, or on behalf of, the Association in the conduct of its lawful business, either on its own behalf or in a fiduciary, representative or agency capacity.
- ☐ **GROUP B** Authority to sign any purchase order or contract for the purchase by the Association of goods or services.
- ☐ **GROUP C** Authority to sign checks, letters of credit, drafts, acceptances or time drafts, bills of exchange, other orders drawn by the Association for payment of money or the delivery of securities or other property; authority to sign steamship guarantees, airway releases and research guarantees.
- ☐ **GROUP D** Authority to sign guarantees of signatures on registered stocks, bonds and other documents and powers of substitution in connection with the transfer of securities when the Association is named as attorney to transfer stock certificates; authority to sign certifications on behalf of the Association of checks, drafts and other orders for the payment of money drawn on the Association; authority to sign endorsements on checks, drafts, notes, bills of exchange, acceptances, bills of lading, warehouse receipts, insurance certificates and policies and other similar documents.
- ☒ **GROUP E** Authority to sign reconciliations, verifications, certifications of balances and related correspondence.
- ☐ **GROUP F** Authority to sign receipts.
- ☐ **GROUP G** Authority to sign as an Assistant Secretary or Special Assistant Secretary with authority to sign or countersign for this Association as Registrar, Transfer Agent or Paying Agent; to certify stockholders and bondholders lists prepared from records maintained by this Association in its capacity as Transfer Agent or Registrar, to certify tabulations of proxies received by this Association in its capacity as agent for the corporation issuing the stock to which the proxies pertain; to execute cremation certificates covering cancelled securities or coupons destroyed by this Association as Trustee or in any other capacity; to sign with the title of "Transfer Clerk," certificates for the capital stock and/or preferred stock of this Association; to sign certificates of authentication for and on behalf of this Association as Trustee or in any other representative capacity in respect of bonds, notes, debentures and other obligations issued under corporate mortgages, trust agreements, or other indentures or resolutions; and to sign certificates for securities deposited, interim certificates and other certificates for and on behalf of this Association as Depositary, Transfer Agent, Registrar, or in some other agency capacity.
- ☐ **OTHER (SPECIFY)** \_\_\_\_\_

EMPLOYEE'S SPECIMEN SIGNATURE

*Richard A. Harro*

Sign inside the box in **BLACK** ink/pen **ONLY**

APPROVED BY:

*Howard Topp*  
NAME: Howard Topp  
TITLE: Managing Director  
DATE: August 26, 2002



TRUST RECEIPT FOR PROCEEDS OF SALE OF  
CERTIFICATES OF PARTICIPATION

Deutsche Bank National Trust Company, as trustee (the "*Trustee*") under that certain Trust Agreement dated as of September 30, 2011 (the "*Trust Agreement*"), between Grant Capital Management, Inc., as trustor, and the Trustee, pursuant to which the Certificates of Participation described therein (the "*Certificates*") have been executed and delivered on the date hereof, certifies as follows:

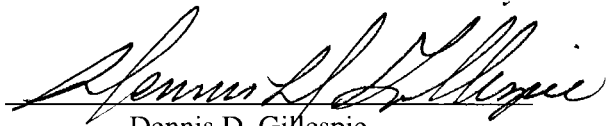
1. On the date hereof, the Trustee has caused each of the Certificates in the aggregate principal amount as described in *Schedule A* attached hereto, to be issued to the respective Certificate Owner, as identified in the attached *Schedule A* (the "*Certificate Owner*") and has received from each Certificate Owner its respective payment for such Certificates.

2. The Trustee hereby acknowledges receipt, by wire transfer in federal funds, in the amount from each Certificate Owner representing payment in full for its respective Certificate described in *Schedule A* hereto.

3. The Trustee has caused the payment amounts referred to paragraph 1 above to be deposited in the Equipment Acquisition Fund established and to be administered by the Trustee pursuant to the terms of the Trust Agreement.

DATED: September 30, 2011

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee under the Trust Agreement

By   
Dennis D. Gillespie  
Vice President


By   
Richard Hann  
Vice President


TRUSTEE RECEIPT FOR EQUIPMENT LEASE-PURCHASE AGREEMENT  
DELIVERED PURSUANT TO ABSOLUTE ASSIGNMENT AGREEMENT

Deutsche Bank National Trust Company, as trustee (the "Trustee"), hereby acknowledges receipt of the original executed Counterpart No. 1 of that certain Equipment Lease-Purchase Agreement dated as of September 30, 2011, between the Housing Authority of the City of Newark, New Jersey (as lessee) and Grant Capital Management, Inc. (as lessor), delivered pursuant to that certain Absolute Assignment Agreement dated September 30, 2011, between Grant Capital Management, Inc. (as assignor) and the Trustee (as assignee), to be held by the Trustee on the terms and conditions provided in that certain Trust Agreement dated as of September 30, 2011, between Grant Capital Management, Inc. (as trustor) and the Trustee.

DATED: September 30, 2011.

DEUTSCHE BANK NATIONAL TRUST COMPANY,  
not in its individual capacity, but solely as  
Trustee under the Trust Agreement

By   
Dennis D. Gillespie  
Vice President

By   
Richard Hann  
Vice President



## Trust and Agency Services

Strictly Private & Confidential

---



### Newark Housing Authority

#### Equipment Lease Purchase Agreement

September 27, 2011

Presented By:

**Oneaka Hendricks**

Assistant Vice President

Deutsche Bank Trust Company Americas

Trust & Securities Services

60 Wall Street, MS NYC60-2715

New York, NY 10005-2858

Work: 212-250-4964

Fax: 212-797-8600

Email: [oneaka.hendricks@db.com](mailto:oneaka.hendricks@db.com)



## Contents

Fee Proposal.....	3
Caveats & Disclosures.....	3-5
Notice of Acceptance .....	6



INFRASTRUCTURE INVESTOR  
**AWARDS 2010**

Global Corporate Trust  
Services Provider  
of the Year

**Deutsche Bank**





# Newark Housing Authority

## Equipment Lease Purchase Agreement



Global Corporate Trust  
Services Provider  
of the Year

Deutsche Bank

### Escrow Agent Fees:

One Time Escrow Agent Services Fee	\$30,000.00
Legal Counsel Fee	Capped at \$2,500.00

### A. Caveats

- This proposal is subject to satisfactory documentation review of the transaction as well as our own internal credit, conflict and approval process for both new transactions and new clients.
- All documentation will be subject to New York law, unless otherwise specified in the governing documents.
- We reserve the right to consult legal counsel during documentation review. We also reserve the right to obtain legal advice during the life of the transaction as circumstances warrant. In the event legal charges are incurred, these charges are your sole responsibility.
- If the aforementioned transaction should fail to close for any reason or without our appointment, we reserve the right to charge our acceptance fee plus reimbursement for legal fees and costs associated with due diligence on the transaction.
- The fee structure provided is based on the assumption that funds deposited with Deutsche Bank that are required to be invested, shall be invested in a Qualified Fund chosen from a selection of funds provided to you by Deutsche Bank.
- Please note that Deutsche Bank's cutoff time for mutual fund investments is earlier than the cutoff time specified in the relevant fund provider's offering materials. Please confirm Deutsche Bank's cutoff time for your mutual fund investment with your sales representative.

### B. Disclosures

- We reserve the right to review our fee arrangement should circumstances warrant.
- You are responsible for extraordinary expenses and fees for the performance of services not contemplated at the time of the execution of the documents or not specifically covered in this proposal. Such extraordinary fees and expenses include, but are not limited to those arising





Global Corporate Trust  
Services Provider  
of the Year

Deutsche Bank

- from Bondholder meetings, activities relating to default and workout situations, travel and travel-related expenses, and amendments and releases.
- DBTCA will charge an investment maintenance fee at an annual rate of 3 basis points on all account balances not invested through DBTCA, its affiliates or in a Qualified Mutual Fund. This charge will cover reconciliation, safekeeping, monitoring, and other maintenance activities associated with the investment of account balances, including, but not limited to, forward purchase agreements, guaranteed investment contracts, bank deposits outside DBTCA or its affiliates and state, county and local investment pools.
  - Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy / sell money market mutual funds ("MMF") shares with the MMF provider(s) or their agents.
  - Unless otherwise instructed, we will place orders in accordance with your written investment instructions to buy / sell deposits, securities and other financial instruments with Deutsche Bank Securities, Inc. (DBSI), our affiliated registered broker-dealer.
  - If you choose to invest in a proprietary MMF, we and/ or our affiliates may earn investment management fees and other fees associated with these MMFs, as disclosed in the relevant MMF's prospectus, in addition to the charges quoted above. Also, we have entered into agreements with certain MMFs, including proprietary MMFs, or their agents, to provide shareholder services to those MMFs. We are paid a fee by the MMFs for providing these shareholder services that, calculated on an annual basis, does not exceed 80 basis points per annum of the average daily balance of the amount of your investment in these MMFs. Qualified Funds are those MMFs that pay incentive payments to us and, in some cases, are part of our automated internal trade order entry system. We also make available other MMFs that are not Qualified Funds. Please note, however, that the transaction charges described above apply to each transaction in these MMFs. We may receive other compensation from the advisers to or other affiliates of the MMFs.
  - If you choose to use other services provided by DB or any of its affiliates, we may be allocated a portion of the fees earned.
  - We will provide periodic account statements describing transactions executed for your account(s). Trade confirms will be available upon your request at no additional charge.
  - Shares of MMFs are not deposits or obligations of, or guaranteed by, us or any of our affiliates and are not insured by the Federal Deposit Insurance Corporation or any other agency of the U.S. Government. Investments in the MMFs involve the possible loss of principal. Please read the prospectus carefully before investing.
  - For multi-currency financing arrangements, we may also place orders to buy/sell currencies with any of our affiliates. These transactions (for which normal and customary spreads may be earned) will be executed by such affiliates on a principal basis solely for your account(s) and without recourse to us or any such affiliates.

### C. Important Information about Procedures for Opening a New Account

To help fight the funding of terrorism and money laundering activities, Deutsche Bank obtains, verifies, and records information that identifies individuals or entities that establish a relationship or open an account with DB.





What this means: We will ask for the name, address, tax identification number and other information that will allow us to identify the individual or entity who is establishing the relationship or opening the account. We may also ask for formation documents such as articles of incorporation, an offering memorandum, or other identifying documents to be provided.

#### **D. The Following Applies to Non-US Correspondent Banks Only**

The U.S. Department of the Treasury requires all U.S. banks to notify their correspondent banks as follows: Pursuant to U.S. regulations issued under section 311 of the USA PATRIOT Act, 31 CFR 103.188 and 103.192, we are prohibited from opening or maintaining a correspondent account for, or on behalf of, VEF Banka (Republic of Latvia) or any of its subsidiaries (including Veikmes Lizings) and branches (including offices in Riga, Latvia, and the Czech Republic) or the Commercial Bank of Syria or any of its subsidiaries (including Syriani Lebanese Commercial Bank).

The regulations also require us to notify you that your correspondent account with our financial institution may not be used to provide Commercial Bank of Syria or any of its subsidiaries, or VEF Banka (Republic of Latvia) or any of its subsidiaries (including Veikmes Lizings) and branches (including offices in Riga, Latvia, and the Czech Republic) with access to our financial institution. If we become aware that Commercial Bank of Syria or any of its subsidiaries, or VEF Banka (Republic of Latvia) or any of its subsidiaries (including Veikmes Lizings) and branches (including offices in Riga, Latvia, and the Czech Republic) are indirectly using the correspondent account you hold at our financial institution, we will be required to take appropriate steps to prevent such access, including terminating your account.



Global Corporate Trust  
Services Provider  
of the Year

**Deutsche Bank**



# Newark Housing Authority

## Equipment Lease Purchase Agreement

September 27, 2011

### Notice of Acceptance:

Should you have any questions regarding this proposal please contact:

Primary contact: Oneaka Hendricks  
Deutsche Bank Trust Company Americas  
Trust & Securities Services  
Global Debt Services  
Office: 212-250-4964  
Fax: 212-797-8600  
Email: oneaka.hendricks@db.com




INFRASTRUCTURE INVESTOR  
**AWARDS 2010**

Global Corporate Trust  
Services Provider  
of the Year

Deutsche Bank

Please indicate your acceptance to the above fee proposal and caveats by signing in the space provided below and return via email or facsimile to the primary contact listed.

Print name: Keith Kinard

Signature: 

Company name: Housing Authority of the City of Newark

Tax ID#: 22-6002507

Date: September 30, 2011

Thank you.



## INVESTMENT DIRECTION AGREEMENT

THIS INVESTMENT DIRECTION AGREEMENT (this "*Agreement*") is made and executed as of September 30, 2011, between the HOUSING AUTHORITY OF THE CITY OF NEWARK, a public housing authority of a political subdivision existing under the laws of the State of New Jersey ("*Lessee*"), and DEUTSCHE BANK NATIONAL TRUST COMPANY, a national banking association ("*Trustee*"). All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Lease or the Trust Agreement (each as hereinafter defined), as applicable.

### WITNESSETH

WHEREAS, Lessee has entered into that certain Equipment Lease-Purchase Agreement dated as of September 30, 2011 (the "*Lease*"), with Grant Capital Management, Inc., as lessor ("*Initial Lessor*"), to obtain financing of the acquisition and installation of the equipment and other personal property therein described (collectively, the "*Equipment*") to be used for implementation of energy conservation measures and energy infrastructure upgrades in certain public housing buildings that are owned (subject to the Lease) by Lessee, all on the terms and conditions set forth therein; and

WHEREAS, Initial Lessor has entered into that certain Absolute Assignment Agreement dated September 30, 2011 (the "*Assignment*") with Trustee, pursuant to which Initial Lessor has assigned, sold, transferred and conveyed to Trustee, and Trustee has purchased (solely from the proceeds of sale of the Certificates as hereafter defined) all of Initial Lessor's right, title and interest in and to the Lease, the Equipment, the Pledged Funds and certain other property and interests as therein provided upon the terms and conditions stated therein; and

WHEREAS, Initial Lessor and Trustee have entered into that certain Trust Agreement dated as of September 30, 2011 (the "*Trust Agreement*") pursuant to which certain certificates of participation (the "*Certificates*") are executed and delivered evidencing ownership interests in the Rent Payments to be paid by the Lessee in accordance with the Lease and from certain other moneys for the payment thereof as provided in the Lease and the Trust Agreement; and

WHEREAS, Lessee and Trustee wish to enter into this Agreement to set forth the agreement of the parties and provide directions to Trustee with respect to the investment and reinvestment of funds on deposit from time to time in the Equipment Acquisition Fund held under the Trust Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

#### SECTION 1. INVESTMENT OF FUNDS IN THE EQUIPMENT ACQUISITION FUND.

(a) The parties hereto acknowledge the creation of the Equipment Acquisition Fund pursuant to Section 4.6 of the Trust Agreement. All moneys and investments credited to the Equipment Acquisition Fund shall be held by the Trustee in trust subject to the terms of this Agreement and the Trust Agreement.



(b) All moneys credited to the Equipment Acquisition Fund shall be deposited by Trustee into one or more interest-bearing accounts offered by Capital One, National Association (“*Capital One Deposits*”). Lessee is and shall be responsible for providing written investment directions to Capital One, National Association, which investment directions shall be in compliance with Section 5.1 of the Trust Agreement and in compliance with the requirements of New Jersey Statutes Section 40A:5-14 *et seq.* and New Jersey Statutes 17:9-41 *et seq.*, (the New Jersey Governmental Unit Deposit Protection Act) regarding the deposit and investment of public funds, including borrowed funds.

(c) Notwithstanding Section 1(b) hereof, in the event (i) Capital One, National Association at any time for any reason ceases to offer Capital One Deposits for moneys in or related to the Equipment Acquisition Fund or (ii) Lessee is advised by legal counsel (in writing with a copy to Capital One, National Association) that investment in Capital One Deposits violates any local, State or federal statute, law or regulation (including without limitation, any regulation of the U.S. Department of Housing and Urban Development), then all moneys in or related to the Equipment Acquisition Fund shall be transferred from such Capital One Deposits and shall be held by Trustee in trust subject to the terms of the Trust Agreement and shall be invested in other Permitted Investments pursuant to Article V of the Trust Agreement.

(d) So long as any amounts are on deposit in the Equipment Acquisition Fund, Trustee shall send written statements to Lessee within ten days after each calendar month, commencing with December 1, 2011, reflecting investment and disbursement activity for the Equipment Acquisition Fund for the calendar month then ended. Trustee shall, at the same time as it delivers statements to Lessee as herein provided, also send such statements to each Owner of Certificates that makes a written request to Trustee to receive such statements.

(f) Notwithstanding anything in this Agreement to the contrary, in accordance with its covenants set forth in Section 17(a) of the Lease and in the Tax Agreement, Lessee is responsible to ensure that no investment or use shall be made of any moneys held in or credited to the Equipment Acquisition Fund that would violate the covenant relating to compliance with arbitrage and arbitrage rebate requirements under the Code with respect to the Lease and the Certificates as set forth in Section 5.2 of the Trust Agreement. Trustee shall not willfully or knowingly violate the covenant relating to compliance with arbitrage and arbitrage rebate requirements under the Code with respect to the Lease and the Certificates as set forth in Section 5.2 of the Trust Agreement; however, Trustee shall be entitled to rely exclusively on the direction of Lessee with respect to the investment or use of moneys relating to the Certificates and held by Trustee in the Equipment Acquisition Fund.

## SECTION 2. REPRESENTATION, WARRANTIES AND COVENANTS OF LESSEE.

Lessee hereby represents, warrants and covenants that:

(a) Lessee has full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement, and all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee.

(c) Lessee has complied with, and shall at all times comply with, its cash management plan and such public bidding requirements, if any, as may be applicable to this Agreement and the investment and deposit of the Equipment Acquisition Fund in Capital One Deposits.

(d) The investment and deposit of the Equipment Acquisition Fund in Capital One Deposits is a permitted investment for purposes of Section 5.1 of the Trust Agreement and complies with the requirements of all applicable local, State and federal statutes, laws or regulations (including without limitation, all regulations of the U.S. Department of Housing and Urban Development and New Jersey Statutes Section 40A:5-14 *et seq.* and New Jersey Statutes 17:9-41 *et seq.*, the New Jersey Governmental Unit Deposit Protection Act, regarding the deposit and investment of public funds, including borrowed funds). Lessee is and shall be at all times responsible for ensuring that the investment of the Equipment Acquisition Fund in Capital One Deposits complies with Section 5.1 of the Trust Agreement and does not and will not violate any local, State or federal statute, law or regulation (including without limitation, any regulation of the U.S. Department of Housing and Urban Development and requirements of New Jersey Statutes Section 40A:5-14 *et seq.* and New Jersey Statutes 17:9-41 *et seq.*, the New Jersey Governmental Unit Deposit Protection Act, regarding the deposit and investment of public funds).

(e) To the extent required by applicable laws or regulations (including without limitation such laws or regulations relating to the investment of public funds in the Capital One Deposits), Lessee shall, at its expense, execute and deliver such further acknowledgments, agreements and instruments and do all such further acts and things as may be reasonably necessary or appropriate to give effect to the provisions of this Agreement and to facilitate the investment and deposit of the Equipment Acquisition Fund in Capital One Deposits.

### SECTION 3. MISCELLANEOUS.

(a) All communications provided for herein shall be in writing and shall also be made to the Certificate Owners. Communications to Trustee, Lessee, or any Certificate Owner shall be deemed to have been received (unless otherwise required by the specific provisions hereof in respect of any matter) five (5) days subsequent to mailing if sent by registered or certified mail, or on the next Business Day if sent by overnight courier, or on the day of delivery if delivered personally as set forth in Section 12.3 of the Trust Agreement.

(b) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(c) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto, and with the prior written consent of Capital One, National Association, as the provider of the investment in the Capital One Deposits as provided in this Agreement.

(d) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; *provided, however*, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(e) This Agreement shall be construed in accordance with the substantive laws of the State of New Jersey, without regard to conflicts of laws principles thereof. Lessee and Trustee hereby consent to the jurisdiction of a state or federal court situated in Newark, New Jersey in connection with any dispute arising hereunder. Lessee and Trustee hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Lessee and Trustee each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(f) *Waiver of Immunity.* To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement to the fullest extent authorized by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF NEWARK

By:   
Keith Kinard  
Executive Director

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_


By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF NEWARK

By: \_\_\_\_\_  
Keith Kinard  
Executive Director

DEUTSCHE BANK NATIONAL TRUST  
COMPANY, AS TRUSTEE

By:   
Dennis D. Gillespie  
Vice President

By:   
Richard Hann  
Vice President



1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
TEL 215.665.8500  
FAX 215.864.8999  
www.ballardspahr.com

September 30, 2011

Deutsche Bank National Trust Company, as  
Trustee  
6810 Crumpler Boulevard  
Olive Branch, MS 38654

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Susquehanna Bank  
1566 Medical Drive  
Pottstown, PA 19464

Capital One Public Funding, LLC  
265 Broadhollow Road  
Melville, NY 11747

Re: \$49,560,203 Housing Authority of the City of Newark  
Equipment Lease-Purchase Agreement between the Housing Authority  
of the City of Newark and Grant Capital Management, Inc. dated  
as of September 30, 2011

Ladies and Gentlemen:

We have acted as special counsel to the Housing Authority of the City of Newark (the "**Lessee**"), an agency and instrumentality of the City of Newark, constituted in accordance with the Act, as defined herein, and have reviewed the Equipment Lease-Purchase Agreement duly executed by Lessee and dated as of September 30, 2011 (the "**Lease**"), between Lessee and Grant Capital Management, Inc., as lessor (the "**Lessor**") and the Related Agreements, which shall include the Tax Agreement, the Energy Services Agreement, the Absolute Assignment Agreement and the Trust Agreement, as such terms are defined in the Lease.

In our capacity as special counsel to Lessee, we have considered such matters of law and fact, including the examination of originals or copies, certified or otherwise identified to our satisfaction, of the following organization and authority documents of the Lessee:

1. The New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Act**").
2. The New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-2 et seq.* (the "**Local Public Contracts Law**").
3. Resolution No. H-10-10-21-04, adopted by the Board of Commissioners of the Lessee (the "**Board**") on October 21, 2010, and Resolution No. H-10-10-21-03, adopted by the Board on October 21, 2010, as amended by Resolution No. H-11-23-06-11, adopted by

the Board on June 23, 2011, approving among other things, the execution and delivery of the Lease and Related Agreements.

4. Amended Bylaws of the Lessee, adopted by the Board by Resolution No. H-06-12-21-10 dated December 21, 2006 and Resolution No. H-07-10-19-06 dated December 19, 2007.

5. Letter dated January 12, 2011 from the United States Department of Housing and Urban Development ("HUD") approving the Lessee entering into that certain energy performance contract with Constellation Energy Project and Services Group, Inc., subject to certain conditions as provided therein.

6. The Lessee's Certificate, attached hereto as Exhibit A (the "Certificate"), as to questions of fact material to our opinion.

The law covered by the opinions expressed herein is limited to the Federal law of the United States and the law of the State of New Jersey. Unless otherwise defined herein, the terms used in this legal opinion shall have the same meaning as such terms used and defined in the Lease.

The opinions expressed herein are subject to the following assumptions and qualifications, in addition to the assumptions and qualifications set forth elsewhere herein:

(a) All copies of all documents, records, and letters, which we have examined, are true, accurate, complete, and correct copies of the originals thereof, and all factual warranties, representations, and statements made by the parties in such documents are true, accurate, and correct as of the date hereof.

(b) Each of the individuals executing the Lease and Related Agreements has requisite legal capacity, and all signatures on the Lease and Related Agreements other than those of the Lessee are genuine.

(c) The Lease and Related Agreements have been duly authorized, executed, and delivered by all parties, other than the Lessee, and constitute the legal, valid, and binding obligations of each such other party enforceable in accordance with their terms.

(d) Each party to the Lease and Related Agreements, other than the Lessee, is duly organized or formed, as applicable, has all requisite certification of authority, licenses, permits, consents, qualifications, and documentation, and all requisite organizational power and authority to execute such documents to which it is a party, to perform its obligations under documents to which it is a party, and to enforce documents to which it is a party.

(e) As to questions of fact material to our opinion, we have relied upon the representations of the Lessee as contained in the Certificate, the Lease and the Related Agreements. We have no reason to believe that such representations are incomplete or inaccurate, and we deem such reliance to be reasonable under the circumstances.

(f) The validity, binding effect or enforceability of any document or any provision thereof may be limited or otherwise affected by (a) bankruptcy, insolvency, involuntary liquidation, fraudulent conveyance, reorganization, moratorium or other similar laws or regulations, (b) equitable principles affecting the enforcement of creditors' rights in general or (c) the unavailability of, or any limitation upon the availability of, any particular right or remedy because of the discretion of a court, the principle of election of remedies or any requirement as to commercial reasonableness, conscionability or good faith. Furthermore, we express no opinion concerning (i) usury, (ii) the validity, binding effect or enforceability of any provision of any document giving consent, waiving a right, remedy or defense or granting any power of attorney, (iii) the validity, binding effect or enforceability of a document or a provision of any document with respect to any person or entity other than the Lessee or (iv) the status of any security arrangement granted to the Lessor pursuant to the Lease and Related Agreements.

(g) We do not purport to be experts on, or express any opinion herein concerning, any law other than the present internal laws of the State and the Federal law of the United States.

(h) This opinion deals only with specific legal issues that it explicitly addresses and no opinions shall be implied as to matters not so addressed. Without limiting the foregoing, we express no opinion herein as to any provision affording indemnification, or any provision waiving the right to jury trial, and we give no opinion as to matters relating to federal or state tax or securities laws.

(i) Our opinions are rendered only in our capacity as counsel to the Lessee as set forth above and are based solely on our examination of the Related Agreements and the Lease and our review of such relevant laws, guidance and documents as we deemed appropriate. For purposes of our opinions, our "knowledge" is based solely on our examination of the Lease and Related Agreement and our review of such relevant laws and documents as we deemed appropriate.

Based upon the foregoing examination, and upon an examination of such other proceedings, documents and certificates and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

7. Lessee is a public housing authority duly organized and legally existing as a public housing authority under the Constitution and laws of the State of New Jersey with full

power and authority to enter into and perform its obligations under the Lease and the Related Agreements.

8. The Lease and Related Agreements have each been duly authorized, executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease and Related Agreements, including the rights and remedies of Lessor with respect to the Equipment and Pledged Funds as applied to the Lessee, as provided in the Lease and such Agreements, constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

9. The authorization, execution and delivery of the Lease and the Related Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with: (i) to the best of our knowledge, all applicable open meeting laws, property acquisition laws, public bidding laws; and (ii) all other applicable State laws, including, but not limited to, the Act and the Local Public Contracts Law, and Federal laws, including HUD regulations with respect to the security arrangement in the Equipment and the Pledged Funds, as provided under the Lease.

10. No litigation or proceeding is pending or, to the best of our knowledge, including, but not limited to the Certificate, threatened that challenges the organization or existence of Lessee, the authority of the Board or the officers of the Lessee, the authorization and execution of the Lease and Related Agreements, the ability of Lessee otherwise to perform its obligations under the Lease or the Related Agreements, and the transaction contemplated thereby, or to provide the Trustee with rights in the Pledged Funds as set forth in the Lease for the benefit of the Certificate Owners in and to the Pledged Funds.

11. To the best of our knowledge, including, but not limited to the Certificate, the entering into and performance of the Lease and Related Agreements does not and will not violate any judgment, order, law or regulation applicable to Lessee (including, without limitation, HUD regulations), or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as expressly provided in the Lease.

12. Based on the application of the Local Public Contracts Law to the transactions referenced herein and HUD's guidance relating thereto, the entering into and performance of the Lease and Related Agreements by Lessee does not violate the provisions of Section 30 of the United States Housing Act of 1937, as amended.

13. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State is the Housing Authority of the City of Newark.



Deutsche Bank National Trust Company, as Trustee  
PNC Equipment Finance, LLC  
Susquehanna Bank  
Capital One Public Funding, LLC  
September 29, 2011  
Page 5

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease. Except as otherwise indicated, this opinion is solely for the benefit and use of the parties to whom it is addressed and their respective successors and assigns, and is not to be relied upon in any manner or for any purpose by any other party or entity, whether such person or entity claims any reliance or entitlement by right of assignment, subrogation, or otherwise. This opinion applies only to matters referred to herein and existing on this date.

Sincerely,

  
BALLARD SPAHR LLP



EXHIBIT A

CERTIFICATE OF HOUSING AUTHORITY OF THE CITY OF NEWARK

HOUSING AUTHORITY OF THE CITY OF NEWARK

LITIGATION AND PRIOR PROCEEDINGS CERTIFICATION

Equipment Lease Purchase Agreement by and among Housing Authority of the City of Newark,  
and Grant Capital Management, Inc.  
dated September 30, 2011 ("Lease")

for

\$49,560,203 of Housing Authority of the City of Newark - Lease Revenue Certificates of  
Participation

I, Ellen Harris, do hereby certify that I am the duly serving General Counsel of the Housing Authority of the City of Newark ("HACN"), a housing authority and public instrumentality created and existing under the laws of the State of New Jersey, that I have custody of the records of such entity, and that, as of date hereof, certify to the following:

1. All proceedings of HACN relating to the Lease and Related Agreements have been performed in accordance with all applicable State laws, including, but not limited to, open meeting laws, property acquisition laws, public bidding laws, including but not limited to the New Jersey Local Redevelopment and Housing Law, as amended, and the New Jersey Local Public Contracts Law, as amended..

2. HACN has no litigation or proceeding pending or, to the best of my knowledge, threatened to restrain or enjoin or otherwise challenges the execution, delivery or performance by HACN of the Lease and Related Agreements (as such terms are defined in the September 30, 2011 Ballard Spahr LLP Legal Opinion relating to the above-referenced transaction) or in any way to contest the validity of the Lease or Related Agreements, to contest or question the creation or existence of HACN or its governing body or the authority or ability of HACN to execute or deliver the Lease and Related Agreements or to comply with or perform its obligations thereunder, or the transactions contemplated thereby. There is no litigation pending or, to the best of my knowledge, threatened challenging the Lessee's ability to provide the Trustee with rights in the Pledged Funds as set forth in the Lease for the benefit of the Certificate Owners in and to the Pledged Funds. The entering into and performance of the Lease and Related Agreements do not and will not violate any judgment, order, law or regulation applicable to HACN or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of HACN or on the Equipment (as such term is defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which HACN is a party or by which it or its assets may be bound.

This Certification is being provided to Ballard Spahr LLP in connection with the issuance of its September 30, 2011 legal opinion addressed to Deutsche Bank National Trust Company, Grant Management, Inc., PNC Equipment Finance LLC, Susquehanna Bank, and Capital One Public Funding LLC, with respect to the above-referenced transaction.

IN WITNESS WHEREOF, I have set my hand this 29th day of September, 2011.

By: EHarris (gm)  
Title: General Counsel of the Housing  
Authority of the City of Newark

www.duanemorris.com

September 30, 2011

Deutsche Bank National  
Trust Company, as Trustee  
6810 Crumpler Boulevard  
Olive Branch, Mississippi 38654

Capital One Public Funding, LLC  
265 Broadhollow Road  
Melville, New York 11747

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, Ohio 45203

Susquehanna Bank  
2 Country View Road, Suite 300  
Malvern, PA 19355

NEW YORK  
LONDON  
SINGAPORE  
LOS ANGELES  
CHICAGO  
HOUSTON  
HANOI  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BALTIMORE  
BOSTON  
WASHINGTON, DC  
LAS VEGAS  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
BOCA RATON  
WILMINGTON  
CHERRY HILL  
PRINCETON  
LAKE TAHOE  
HO CHI MINH CITY

Ladies and Gentlemen:

We have acted as special counsel to Grant Capital Management, Inc., a Maryland corporation ("**Assignor**") in connection with the execution and delivery of the Transaction Documents (as hereinafter defined), and the transactions contemplated thereby. Assignor has entered in that certain Absolute Assignment Agreement with Deutsche Bank National Trust Company, in its capacity as Trustee ("**Assignee**"), dated September 30, 2011 (the "**Assignment Agreement**"), pursuant to which Assignor is assigning to Assignee all of its right, title and interest in: (i) the Equipment-Lease Purchase Agreement by and between Assignor and the Housing Authority of the City of Newark, a public housing authority and political subdivision existing under the laws of the State of New Jersey ("**Lessee**") dated as of September 30, 2011 (the "**Lease**"), (ii) the Equipment, and (iii) the Pledged Funds, to be held in trust under that certain Trust Agreement by and between Assignor and Assignee dated as of September 30, 2011 (the "**Trust Agreement**"). We are delivering this opinion letter as directed by Assignor, to satisfy the closing condition set forth in Section 5.2(e)(2)(B) of the Lease. Capitalized terms used herein, but not otherwise defined herein, shall have the meaning given them in the Lease.

For purposes of our opinions, we have examined copies of the following fully executed transactional documents (collectively, the "**Transaction Documents**"):

1. the Assignment Agreement;
2. the Lease; and
3. the Trust Agreement.

We have further examined, for purposes of rendering our opinions, the following corporate documents of, or related to, Assignor:

1. Assignor's Articles of Incorporation, as amended ("**Assignor's Articles**"), certified by the Maryland State Department of Assessments and Taxation (the "**SDAT**");
2. Assignor's Bylaws, provided to us by Assignor and represented to us by officers of Assignor as a true and complete copy of the duly adopted original and currently effective Bylaws (and together with Assignor's Articles, "**Assignor's Organizational Documents**"); and
3. the good standing certificate attached hereto as Exhibit A issued by the SDAT on September 29, 2011 (the "**Good Standing Certificate**").

We have also examined such other certificates of public officials, such other certificates of officers of Assignor and such other records, agreements, documents and instruments as we have deemed relevant and necessary as a basis for the opinions hereafter set forth.

In such examination, we have assumed: (i) the genuineness of all signatures, (ii) the legal capacity of all natural persons, (iii) the authenticity of all documents submitted to us as originals, (iv) the conformity to original documents of all documents submitted to us as certified, conformed or other copies and the authenticity of the originals of such documents and (v) that all records and other information made available to us by Assignor on which we have relied are complete in all material respects. As to all questions of fact material to these opinions, we have relied solely upon the above-referenced certificates or comparable documents and upon the representations and warranties contained in the Transaction Documents and other documents delivered pursuant thereto, have not performed or had performed any independent research of public records and have assumed that certificates of or other comparable documents from public officials dated prior to the date hereof remain accurate as of the date hereof.

We have also assumed that the Transaction Documents have been duly authorized, executed and delivered by each party thereto other than Assignor and constitute the legal, valid and binding obligations of such parties, enforceable against such parties in accordance with their respective terms.

As used herein with respect to any opinion or statement, the phrase "to our knowledge," "known to us" or "of which we are aware," or any other phrase of similar meaning, limits the opinion or statement it qualifies to the current conscious awareness by lawyers in the Primary Lawyer Group of factual matters or other information such lawyers recognize as being relevant to the opinion or statement so qualified. "**Primary Lawyer Group**" means any lawyer in this firm who (i) signs this opinion on behalf of the firm or (ii) actively renders legal services in

connection with negotiating, documenting or reviewing the Transaction Documents or actively and directly renders legal advice regarding the transactions contemplated by the Transaction Documents. In connection with delivering this opinion, the lawyers in the Primary Lawyer Group, with your consent, have not made any inquiry of other lawyers practicing law with this firm or any review of files maintained by this firm.

Based on the foregoing, and subject to the qualifications herein stated, we are of the opinion that:

(a) Assignor is a corporation validly existing and in good standing under the laws of the State of Maryland.

(b) Assignor has all corporate power and authority and the legal right to own and operate its property, to lease the property it leases, and to conduct its business as such business is presently conducted, including the corporate power and authority and legal right to execute, deliver and perform its obligations under each of the Transaction Documents. The execution and delivery by Assignor of the Transaction Documents and the performance by Assignor of its obligations thereunder have been duly authorized by all necessary corporate action on the part of Assignor.

(c) The execution, delivery and performance by Assignor of the Transaction Documents (i) will not violate any Applicable Law (as hereinafter defined), and (ii) will not contravene, result in a breach of, or constitute a default under, Assignor's Organizational Documents, or, to our knowledge, any lease, mortgage, note, loan or other agreement or any judgment, injunction, order or decree to which Assignor or any of Assignor's assets is subject.

(d) Each of the Transaction Documents constitutes a legal, valid and binding agreement of Assignor and is enforceable against Assignor in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, and the effect of general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(e) To our knowledge, there is no litigation, proceeding or governmental investigation pending or threatened in writing against Assignor that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or of Assignor or its assigns, as the case may be, in the Equipment.

The foregoing opinions are subject to the following qualifications:



(i) in delivering our opinion in Paragraph (a) hereof regarding the valid existence and good standing of Assignor, we have relied solely upon the Good Standing Certificate;

(ii) we express no opinion as to the attachment, perfection or priority of any liens granted pursuant to the Lease; and

(iii) we express no opinion with respect to, and have assumed the enforceability of, any provision in the Transaction Documents providing for a choice of law or conflicts of laws.

The opinions expressed herein are limited to (i) the Corporations and Associations Article of the Annotated Code of Maryland, (ii) those laws of the State of Maryland, which, in our experience, and to our best knowledge, without having made any special investigation as to the applicability of any specific law are customarily applicable to transactions of the type contemplated by the Transaction Documents, and (iii) any applicable federal law (collectively, the "**Applicable Laws**"). No opinion is expressed as to the effect on the matters covered by this letter of the laws of (x) the State of Maryland other than the Applicable Laws or (y) any jurisdiction other than State of Maryland or the United States of America, as applicable, whether in any such case applicable directly or through the Applicable Laws.

We have assumed that your counsel has not given you any advice that is contrary to any opinion rendered herein and that neither you nor your counsel has any actual knowledge that causes you to reasonably believe that any of the opinions expressed herein are incorrect. If, to your actual knowledge, circumstances are such that that our reliance on the assumptions in this paragraph is inappropriate, and you have not informed us thereof in writing prior to our delivery to you of this opinion, any of our opinions included herein that specifically relate to or are affected by such circumstances shall be deemed not to have been so included herein.

The opinions expressed herein are rendered as of the date hereof and are based on existing law, which is subject to change. Where our opinions expressed herein refer to events to occur at a future date, we have assumed that there will have been no changes in the relevant law or facts between the date hereof and such future date. We do not undertake to advise you of any changes in the opinions expressed herein from matters that may hereafter arise or be brought to our attention or to revise or supplement such opinions should the present laws of any jurisdiction be changed by legislative action, judicial decision or otherwise.

Our opinions expressed herein are limited to the matters expressly stated herein and no opinion is implied or may be inferred beyond the matters expressly stated.

Deutsche Bank National Trust Company, as Trustee  
Capital One Public Funding, LLC  
PNC Equipment Finance, LLC  
Susquehanna Bank  
September 30, 2011  
Page 5

Duane Morris

This opinion letter is solely for the use of the addressee hereof, and this opinion letter may not be relied on by any other persons without our prior written approval.

Very truly yours,

A handwritten signature in cursive script that reads "Duane Morris LLP". The signature is written in dark ink and is positioned below the "Very truly yours," text.

September 30, 2011

Grant Capital Management, Inc.  
Columbia, Maryland

Deutsche Bank National Trust Company,  
as Trustee  
Olive Branch, Mississippi

Ladies and Gentlemen:

We have served as special counsel to Deutsche Bank National Trust Company (the "Trustee") in connection with its service as Trustee under the Trust Agreement, dated as of September 30, 2011 (the "Trust Agreement"), by and between Grant Capital Management, Inc., as Trustor and the Trustee and the Absolute Assignment Agreement, dated as of September 30, 2011 (the "Assignment"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Trust Agreement and the Assignment.

In such capacity, we have examined the Trust Agreement, the Assignment and the Certificates, and such other documents as we have deemed to be appropriate and relevant as a basis for the opinions hereinafter set forth, including corporate records of the Trustee.

In making such examinations for the purpose of this opinion, we have assumed (except in the case of the Trustee and its officers) the authenticity of all original documents and the conformity to originals of all documents submitted to us as conformed copies or photocopies of original documents, the genuineness of all signatures, the due authorization, execution and delivery of such documents and the due authority of all persons executing such documents.

Based upon the foregoing and subject to the qualifications, assumptions and matters of reliance set forth herein, it is our opinion that:

- (a) The Trustee is a duly created and lawfully existing national banking association created and existing under the laws of the United States of America.
- (b) The Trustee has all necessary corporate power and has taken all corporate action necessary to assume the duties and perform the obligations of the trustee under the Trust Agreement.

- (c) The Trustee has duly authorized the execution, delivery and performance of the Trust Agreement and the Assignment and assuming the Trust Agreement and the Assignment are valid, legal and binding upon the other parties thereto, the Trust Agreement and the Assignment, when executed, will be valid, legal and binding obligations of the Trustee in its capacity as the trustee thereunder, enforceable against the Trustee in accordance with their terms.
- (d) To the best of our knowledge, all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities required for the Trustee's execution, delivery, acceptance and performance of the Trust Agreement and the Assignment have been obtained or effected.
- (e) To the best of our knowledge, the execution and delivery of the Trust Agreement and the Assignment and compliance with the provisions of such documents, under the circumstances contemplated thereby, do not, as of this date, in any material respect conflict with or constitute on the part of the Trustee a breach of or default under any agreement or other instrument known to the undersigned to which the Trustee is a party or any existing law, administrative regulation, court order or consent decree known to the undersigned to which the Trustee is subject.
- (f) To the best of our knowledge, there is no action, suit, proceeding or investigation before any court, public board or body, pending or threatened against or affecting the Trustee, wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the transactions contemplated by the Trust Agreement and the Assignment.
- (g) The execution and delivery of the Trust Agreement and the Assignment and the performance by the Trustee of the terms of the Trust Agreement and the Assignment, does not conflict with or result in a violation of (a) any United States of America law or regulation governing the banking or trust powers of the Trustee, or (b) the Articles of Association or By-laws of the Trustee.
- (h) The Certificates delivered on the date hereof have been duly executed by the Trustee on behalf of the Trust in accordance with the terms of the Trust Agreement.

Our opinions herein contained are subject to the following qualifications:

1. The enforceability of obligations under the Trust Agreement and the Assignment are subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the rights and remedies of creditors generally and the application of principles of equity, whether in an action in law or proceeding in equity. In addition, we express no opinion regarding the availability of the remedy of specific performance or any other equitable remedy or relief, to enforce any rights under the Trust Agreement and the Assignment.
2. The opinions expressed in this letter are based upon the applicable laws, regulations and ordinances in effect as of the date of this letter. In delivering this letter to you, we are not undertaking to apprise you either of any transactions, events or occurrences taking place after the date of this letter of which we may acquire any knowledge or of any change in

any applicable laws taking place after the date of this letter which may affect our opinions set forth herein.

3. Our opinion is limited to the specific opinions expressed above, and no other opinions are intended nor should they be inferred.
4. We offer no opinion as to the priority of liens, if any, in connection with the Trust Agreement and the Assignment.
5. We are only licensed to practice law in the States of Mississippi and New York and do not hold ourselves out to be experts on the laws of any jurisdiction other than the States of Mississippi and New York and the United States of America. We express no opinion with regard to any matters which may be governed by the laws of any state or other jurisdiction other than the States of Mississippi and New York and the United States of America.

This opinion is furnished by us solely for your benefit and it is not to be used, circulated, quoted or otherwise referred to for any purpose or relied upon by any other person without the written permission of the undersigned.

Respectfully Yours,

*Baker, Donlon, Seaman, Caldwell & Berhoug, P.C.*



www.duanemorris.com

September 30, 2011

Deutsche Bank National  
Trust Company, as Trustee  
6810 Crumpler Boulevard  
Olive Branch, Mississippi 38654

Capital One Public Funding, LLC  
265 Broadhollow Road  
Melville, New York 11747

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, Ohio 45203

Susquehanna Bank  
2 Country View Road, Suite 300  
Malvern, PA 19355

NEW YORK  
LONDON  
SINGAPORE  
LOS ANGELES  
CHICAGO  
HOUSTON  
HANOI  
PHILADELPHIA  
SAN DIEGO  
SAN FRANCISCO  
BALTIMORE  
BOSTON  
WASHINGTON, DC  
LAS VEGAS  
ATLANTA  
MIAMI  
PITTSBURGH  
NEWARK  
BOCA RATON  
WILMINGTON  
CHERRY HILL  
PRINCETON  
LAKE TAHOE  
HO CHI MINH CITY

Ladies and Gentlemen:

We have acted as special tax and transactional counsel to Grant Capital Management, Inc., a Maryland corporation ("**Trustor**") in connection with the execution and delivery of the Transaction Documents (as hereinafter defined), and the transactions contemplated thereby. Assignor has entered in that certain Absolute Assignment Agreement with Deutsche Bank National Trust Company, in its capacity as Trustee ("**Trustee**"), dated September 30, 2011 (the "**Assignment Agreement**"), pursuant to which Assignor is assigning to Assignee all of its right, title and interest in: (i) the Equipment-Lease Purchase Agreement by and between Trustor and the Housing Authority of the City of Newark, a public housing authority existing under the laws of the State of New Jersey ("**Lessee**") dated as of September 30, 2011 (the "**Lease**"), (ii) the Equipment, and (iii) the Pledged Funds (collectively, the "**Trust Estate**"), to be held in trust under that certain Trust Agreement by and between Trustor and Trustee dated as of September 30, 2011 (the "**Trust Agreement**," and together with the Assignment Agreement and the Lease, the "**Transaction Documents**"). We are delivering this opinion letter as directed by Assignor, to satisfy the closing condition set forth in Section 5.2(e)(2)(D) of the Lease. Capitalized terms used herein, but not otherwise defined herein, shall have the meaning given them in the Lease or the Trust Agreement.

Under the Trust Agreement, Trustor is irrevocably transferring the Trust Estate to Trustee for the benefit of the Certificates Owners in consideration of the payment of the Purchase Price (as defined in the Assignment Agreement), and as a consequence thereof establishing the "**Trust**". Initially, each of the addressees of this letter (with the exception of Trustee) is a Certificate Owner. Each Certificate Owner is entitled to receive Distributions from the Trust in the fractional amount represented by its respective Certificate. The Trust, under the Trust Agreement as executed, has only a single class of interest and has no mechanism for alternative

Deutsche Bank National Trust Company, as Trustee  
Capital One Public Funding, LLC  
PNC Equipment Finance, LLC  
Susquehanna Bank  
September 30, 2011  
Page 2

Duane Morris

investments differing from those items included in the Trust Estate. The Trustee, under the Trust Agreement as executed, has limited powers, and its essential functions under the Trust Agreement are to marshal the assets comprising the Trust Estate, collect the income derived therefrom and distribute the income to the Certificate Owners.

In our capacity as special tax counsel, for purpose of rendering the tax opinions herein set forth, we have reviewed fully executed copies of: (i) the Lease, including its Exhibit A, that describes the equipment (the "**Equipment**") to be leased under and subject to the Lease, and the Payment Schedule, in Exhibit B, that sets forth the Rent Payments to be paid with respect to the Equipment, including a breakdown of the principal and interest component of each such Rent Payment (the "**Payment Schedule**"); (ii) other pertinent exhibits to the Lease; (iii) the legal opinion dated September 30, 2011 given by Ballard Spahr, LLP ("**Lessee's Counsel**") with respect to the Lease Documents (as defined herein) as to, among other things, Lessee being a public housing authority under the Constitution and laws of the State of New Jersey, and the Lease being a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance its terms ("**Lessee's Counsel Opinion**"), and (iv) the Trust Agreement.

In accordance with the Lease and the Trust Agreement, Trustor has agreed to finance for Lessee the acquisition of the Equipment, causing the deposit of \$49,560,203 into the "Newark Housing Authority, New Jersey, 2011 Energy Conservation Project Equipment Acquisition Fund" (the "**Equipment Acquisition Fund**") established by, and with, Trustee under the Trust Agreement. Such amount, together with the interest earnings thereon, are expected to be fully spent within thirty-six (36) months from the date hereof (the "**Acquisition Period**"), on the purchase and installation of the Equipment. Any funds remaining in the Equipment Acquisition Fund and not applied to the purchase and installation of the Equipment by the expiration of the Acquisition Period shall be applied by Trustee to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, plus accrued interest and a stated prepayment premium. Lessee has covenanted in the Lease and the Tax Certificate to fully comply with all federal tax requirements to maintain the exclusion of the Interest Component (as hereinafter defined) from gross income for federal income tax purposes. The Lease and the Payment Schedule reflect that Lessee is leasing the Equipment from Trustor, and undertaking to make forty-two Rent Payments. The first twelve (12) Rent Payments, each in the amount of \$216,195.16, are interest only payments, due on the 1<sup>st</sup> day of each month, payable monthly, with the first such payment being due on October 1, 2012 and last on September 1, 2013. The remaining twenty (20) payments, in varying amounts are due on the 1<sup>st</sup> day of a month, payable semiannually, with the first such payment in the amount of \$1,862,098.72 being due on October 1, 2012 and the last in the amount of \$3,334,783.11 being due on April 1, 2028. The Payment Schedule references a portion of each Rent Payment being paid as, and representing payment of, interest, and also sets forth the accretion of Lessee's principal investment in the Equipment at the due date of each Rent Payment (expressed as part of the decreasing "*Termination Value*") on

Deutsche Bank National Trust Company, as Trustee  
Capital One Public Funding, LLC  
PNC Equipment Finance, LLC  
Susquehanna Bank  
September 30, 2011  
Page 3

Duane Morris

each Rent Payment date. After all Rental Payments are made, the Termination Value is \$0.00. Title to the Equipment remains with Lessor until Lessee exercises its purchase option with respect thereto, or otherwise pays all scheduled Rent Payments, as set forth in the Lease.

As noted above, the Lease also does not pay interest until a date that is more than one year after the date of its issue. For tax purposes, as provided in under Sections 1271 – 1275, inclusive (the OID rules) of the Internal Revenue Code of 1986, as amended (the “**Code**”) and Treasury Regulations promulgated thereunder, the Lease will be an original issue discount obligation, as set forth in this opinion.

We have also examined such other records, agreements, documents and instruments as we have deemed relevant and necessary as a basis for the opinions hereafter set forth.

In such examinations, we have assumed that the Transaction Documents have been duly authorized, executed and delivered by each party thereto and constitute the legal, valid and binding obligations of such parties, enforceable against such parties in accordance with their respective terms. We have further assumed that the Certificates have been duly authorized by the Trust, and when the Certificates are duly executed by the Trustee in accordance with the Trust Agreement, the Certificates will be validly issued and entitled to the benefits of the Trust Agreement.

The scope of our engagement as special tax and transactional counsel extends solely to an examination of the facts and law incident to rendering the opinions specifically expressed herein. Our engagement with respect to this matter has concluded with the issuance of this opinion letter, and we disclaim any obligation to update this opinion letter. We have assumed (i) that all documents submitted to us as copies conform to the originals, (ii) the genuineness of the signatures appearing on the Transaction Documents, (iii) the accuracy of the representations and certifications in, or related to, the Transaction Documents, and (iv) the continuous compliance with the covenants made by Lessee in the Lease. We have assumed that Lessee has complied with, and will continue to comply with, its representations in the Agreement as well as its tax representations and covenants under its Tax Exemption Agreement and Certificate dated the date hereof (the “**Tax Certificate**”), and we have relied on such representations and covenants and Lessee’s compliance therewith in rendering our opinions. Further, we have assumed, without adopting as our own opinion and without any investigation, the correctness of those opinions expressed in the Lessee’s Counsel Opinion with respect to, among other matters, the Lease being a legal, valid and binding obligation of Lessee, and Lessee being a public housing authority under the Constitution and laws of the State of New Jersey, and further have relied thereupon in rendering our opinions herein. You should be aware, however, that no ruling has been sought from the Internal Revenue Service, and our opinion is not binding on the Internal Revenue

Service or courts. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result.

Based on the foregoing, and subject to the qualifications herein stated, we are of the opinion that:

(a) The Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended;

(b) The Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended

(c) The difference between the Issue Price of Lease and the sum of all interest and principal payments thereunder is original issue discount. For purposes of this opinion, the “**Issue Price**” for the Lease is the purchase price paid by the Trust to acquire the Lease upon original execution and delivery and placement of the Certificates.

(d) Solely with respect to the purchase of the Lease in its original placement at the Issue Price, and the holding thereof by its owner to its stated maturity, subject to the condition that Lessee complies with its covenants that must be satisfied in order for interest to be and remain excludible from gross income for federal income tax purposes: (i) the full amount of original issue discount with respect to the Lease constitutes interest that is excludible from the gross income of the owner thereof for federal income tax purposes; (ii) such owner will not realize taxable capital gain or market discount upon payment the Lease at its stated maturity; (iii) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code; and (iv) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal or state or local income tax consequences in each year even though a corresponding cash payment may not be received until a later year.

(e) The Trust is not an association taxable as a corporation for federal income tax purposes.

(f) The excludible original issue discount referenced in paragraph (d) of this opinion Interest is ratably excludible from gross income of the Certificate Owners.

The foregoing opinions are subject to the following qualifications:

We bring to your attention that if the Lease is (or the Certificates are) purchased at any time for a price that is less than the Issue Price plus accreted original issue discount reduced by payments previously paid that have been taken into account in the computation of original issue discount (the "**Revised Issue Price**"), the purchaser may be treated as having purchased the Lease (or the Certificates) with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Such treatment would apply to any purchaser who purchases the Lease (or the Certificates) for a price that is less than its Revised Issue Price, even if the purchase price exceeds par and may result in realization of ordinary income.

Trustee and Certificate Owner should consult their own tax advisors if they dispose of the Lease or the Certificate, respectively, prior to their stated maturity (whether by sale, redemption or otherwise). Any person purchasing the Certificate subsequent to the original placement should consult their own tax advisor regarding the tax effects of ownership of their Certificates.

No opinion is expressed with respect to the federal income tax consequences of (a) the sale or other disposition of the Lease or the Certificates if the Lease or the Certificate are not held until their maturity, or (b) the purchase, disposition or ownership of Lease or the Certificates purchased subsequent to the original placement thereof or at a price different from the Issue Price.

The opinions expressed herein are limited to (i) the Securities Act of 1933, as amended, (ii) the Trust Indenture Act of 1939, as amended, and (iii) the Internal Revenue Code of 1986, as amended (collectively, the "**Applicable Laws**"). No opinion is expressed as to the effect on the matters covered by this letter of the laws of (x) any of the States of the United States of America, or (y) any jurisdiction other than the United States of America, whether in any such case applicable directly or through the Applicable Laws.

We have assumed that your counsel has not given you any advice that is contrary to any opinion rendered herein and that neither you nor your counsel has any actual knowledge that causes you to reasonably believe that any of the opinions expressed herein are incorrect. If, to your actual knowledge, circumstances are such that that our reliance on the assumptions in this paragraph is inappropriate, and you have not informed us thereof in writing prior to our delivery to you of this opinion, any of our opinions included herein that specifically relate to or are affected by such circumstances shall be deemed not to have been so included herein.

The opinions expressed herein are rendered as of the date hereof and are based on existing law, which is subject to change. Where our opinions expressed herein refer to events to occur at a future date, we have assumed that there will have been no changes in the relevant law



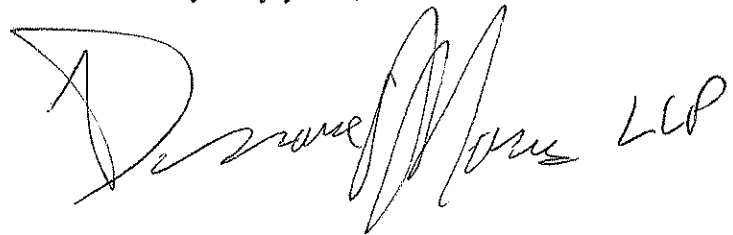
Deutsche Bank National Trust Company, as Trustee  
Capital One Public Funding, LLC  
PNC Equipment Finance, LLC  
Susquehanna Bank  
September 30, 2011  
Page 6

Duane Morris

or facts between the date hereof and such future date. We do not undertake to advise you of any changes in the opinions expressed herein from matters that may hereafter arise or be brought to our attention or to revise or supplement such opinions should the present laws of any jurisdiction be changed by legislative action, judicial decision or otherwise.

Our opinions expressed herein are limited to the matters expressly stated herein and no opinion is implied or may be inferred beyond the matters expressly stated.

Very truly yours,

A handwritten signature in black ink, appearing to read "Duane Morris LLP". The signature is stylized with large, flowing letters and a prominent "D" at the beginning. The "LLP" is written in a smaller, more straightforward font at the end of the signature.