

DALRADA FINANCIAL CORP
Form 8-K
October 16, 2006

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) October 11, 2006

Dalrada Financial Corporation

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(Exact Name of Registrant as Specified in its Charter)

Delaware 0-12641 33-0021693

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(State or Other Jurisdiction (Commission (IRS Employer
of Incorporation) File Number) Identification No.)

9449 Balboa Avenue, Suite 210, San Diego, CA 92123

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(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (858) 277-5300

(Former Name or Former Address, if Changed Since Last Report)

Item 5.02. Departure of Directors and Principal Officer; Appointment of Directors and Principal Officer

Principal Officer Resignation:

1. Robert A. Dietrich, Chief Financial Officer of the Company has resigned Effective September 30, 2006 but will remain with the Company in other capacities.

Appointment of Principal Officer:

1. David P. Lieberman was appointed as Chief Financial Officer as of October 2, 2006. Mr. Lieberman also serves as a member of the Board of Directors of the Company which became effective on March 1, 2006. Mr. Lieberman has been the Chief Financial Officer for John Goyak & Associates, Inc., an aerospace consulting firm located in Las Vegas, NV since 2003. Previously, Mr. Lieberman was the President of Lieberman Associates from 2000 to 2003 where he acted as the Chief Financial Officer for various public and non-public companies located in NV and CA. Mr. Lieberman has over thirty years of financial experience beginning with five years as an accountant with Price Waterhouse from 1967 through 1972

Item 9.01 Exhibits

(b)

Exhibit No.	Exhibit
99.1	News Release

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

s/ Brian Bonar

 Brian Bonar
 October 16, 2006

Chairman of the Board of Directors,
 Chief Executive Officer, and
 (Principal Executive Officer)

/s/ Eric W. Gaer Director

 Eric W. Gaer
 October 16, 2006

/s/ Richard H. Green Director

Richard H. Green

October 16, 2006

/s/ Stanley Hirschman Director

Stanley Hirschman

October 16, 2006

ayment of in any manner the compensation or fringe benefits of any director, officer or employee or pay any bonus or benefit not required by any RFH Benefit Plan or agreement as in effect as of the date hereof or (3) grant, award, amend, modify or accelerate any stock options, stock appreciation rights, restricted shares, restricted share units, performance units or shares or any other awards under RFH Stock Compensation Plans or otherwise, other than any acceleration provided for under the terms of RFH Stock Compensation Plans in effect on the date hereof or under any grant agreement issued thereunder as such grant agreement exists on the date hereof;

(j) other than activities in the Ordinary Course of Business, sell, lease, encumber, assign or otherwise dispose of, or agree to sell, lease, encumber, assign or otherwise dispose of, any of its material assets, properties (including, without limitation, any RFH Property) or other rights or agreements except as otherwise specifically contemplated by this Agreement or otherwise take or permit any action that otherwise would impair the condition of title to RFH Property or any part thereof;

(k) other than in the Ordinary Course of Business, incur any indebtedness for borrowed money or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other individual, corporation or other entity;

(l) file any application to relocate or terminate the operations of any banking office of it or any of its Subsidiaries, except that RFH (and/or its Subsidiaries) may file an application to close its Oceanport, New Jersey branch and/or may terminate operations at such branch;

(m) create, renew, amend or terminate or give notice of a proposed renewal, amendment or termination of, any material contract, agreement or lease for goods, services or office space (including, without limitation, any Real Property Lease) to which RFH or any of its Subsidiaries is a party or by which RFH or any of its Subsidiaries or their respective properties is bound;

(n) other than in the Ordinary Course of Business, in individual amounts not to exceed \$200,000, and other than investments for RFH's portfolio made in accordance with Section 5.1(o) of this Agreement, make any investment either by purchase of stock or securities, contributions to capital, property transfers or purchase of any property or assets of any other individual, corporation or other entity;

(o) make any investment in any debt security, including mortgage-backed and mortgage related securities, other than U.S. government and U.S. government agency securities with final maturities not greater than five years or mortgage-backed or mortgage related securities that would not be considered high risk securities and which are purchased in the Ordinary Course of Business;

(p) settle any claim, action or proceeding involving any liability of RFH or any of its Subsidiaries for money damages in excess of \$10,000 (net of insurance proceeds) or involving any material restrictions upon the operations of RFH or any of its Subsidiaries;

(q) except in the Ordinary Course of Business and in amounts less than \$100,000, waive or release any material right or collateral or cancel or compromise any extension of credit or other debt or claim;

(r) (x) make, renegotiate, renew, increase, extend, modify or purchase any loan, lease (credit equivalent), advance, credit enhancement or other extension of credit, if (A) such transaction is not made in accordance with RFH's Board-approved loan policy manual in effect on the date hereof (the **Lending Manual**), (B) the collateral involved in such transaction is located outside of the State of New Jersey, (C) the transaction involves a an extension or renewal of an existing loan, lease (credit equivalent), advance, credit

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enhancement or other extension of credit with an aggregate principal amount in excess of \$500,000, (D) the transaction involves a new loan, lease (credit equivalent), advance, credit enhancement or other extension of credit involving an aggregate principal amount in excess of \$500,000, (E) the transaction involves a restructuring of a prior extension of credit with an aggregate principal amount (prior to the restructuring) in excess of \$500,000, (F) the underlying extension of credit is underwritten based on either no or limited verification of income or otherwise without full documentation customary for such an extension of credit; (G) the transaction involves a loan or commitment to an employee, director, officer or other Affiliate of RFH or any of its Subsidiaries; (H) the transaction arises outside of the Ordinary Course of Business of RFH and its Subsidiaries; or (I) the transaction involves an interest rate swap or (y) make any commitment in respect of any of the foregoing;

(s) incur any additional borrowings beyond those set forth in Section 5.1(s) of the RFH Disclosure Schedule other than short-term (with a final maturity of two years or less) Federal Home Loan Bank borrowings and reverse repurchase agreements in the Ordinary Course of Business, or pledge any of its assets to secure any borrowings other than as required pursuant to the terms of borrowings of RFH or any Subsidiary in effect at the date hereof or in connection with borrowings or reverse repurchase agreements permitted hereunder (it being understood that deposits shall not be deemed to be borrowings within the meaning of this sub-section);

(t) make any investment or commitment to invest in real estate, other than investments related to maintenance of owned or leased real estate used by RFH as of the date hereof, or in any real estate development project, other than real estate acquired in satisfaction of defaulted mortgage loans;

(u) except pursuant to commitments existing at the date hereof which have previously been disclosed in writing to 1st Constitution, make any construction loans outside the Ordinary Course of Business, make any real estate loans secured by undeveloped land or make any real estate loans secured by land located outside the State of New Jersey;

(v) establish, or make any commitment relating to the establishment of, any new branch or other office facilities;

(w) elect to the Board of Directors of RFH any person who is not a member of the Board of Directors of RFH as of the date hereof;

(x) change any method of Tax accounting, make or change any Tax election, file any amended Tax Return, settle or compromise any Tax liability, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes, enter into any closing agreement with respect to any Tax or surrender any right to claim a Tax refund;

(y) after an Acquisition Proposal (whether or not conditional) or intention to make an Acquisition Proposal (whether or not conditional) shall have been made directly to RFH's shareholders or otherwise publicly disclosed or otherwise communicated or made known to any member of senior management of RFH or any member of RFH's Board of Directors, except to the extent permitted by Section 5.3, take any intentional act, or intentionally omit to take any act, that causes any one or more of RFH's representations in this Agreement to be inaccurate in any material respect as of the date of such act or omission;

(z) take any other action outside of the Ordinary Course of Business; or

(aa) agree to do any of the foregoing.

5.2 Covenants of 1st Constitution. Except as expressly provided in this Agreement, during the period from the date of this Agreement to the Effective Time, 1st Constitution shall use commercially reasonable efforts to, and shall cause

the Bank and their Subsidiaries to use commercially reasonable efforts to, (i) maintain and

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preserve intact its business organization, properties, leases, employees and advantageous business relationships and retain the services of its officers and key employees, (ii) take no action which would adversely affect or delay the ability of RFH, 1st Constitution or the Bank to perform its covenants and agreements on a timely basis under this Agreement, and (iii) take no action which would adversely affect or delay the ability of RFH, 1st Constitution or the Bank to obtain any necessary approvals, consents or waivers of any Governmental Entity or third party required for the transactions contemplated hereby or which would reasonably be expected to result in any such approvals, consents or waivers containing any material condition or restriction. Without limiting the generality of the foregoing, and except as set forth in Section 5.2 of the 1st Constitution Disclosure Schedule or as otherwise specifically provided by this Agreement or consented to in writing by RFH (such consent not to be unreasonably withheld), 1st Constitution shall not, and shall not permit the Bank nor any of their Subsidiaries to:

- (a) take any action that is intended or may reasonably be expected to result in any of the conditions to the Merger set forth in Article VII of this Agreement not being satisfied or not being satisfied prior to the Cut-Off Date;
- (b) change its methods of accounting in effect at December 31, 2012, except in accordance with changes in GAAP or regulatory accounting principles as concurred with by 1st Constitution's independent auditors;
- (c) amend its certificate of incorporation, by-laws or similar governing documents other than (i) to enable 1st Constitution and the Bank to comply with the provisions of this Agreement, (ii) to establish one or more series of 1st Constitution Preferred Stock or (iii) to adopt provisions or authorize actions that do not materially and adversely affect the holders of RFH Common Stock; or
- (d) agree to do any of the foregoing.

5.3 No Solicitation.

(a) Except as expressly permitted by this Section 5.3, RFH and its Subsidiaries shall not, and RFH and its Subsidiaries shall use their best efforts to cause their respective representatives not to, initiate, solicit or knowingly encourage or facilitate inquiries or proposals with respect to, or engage in any negotiations concerning, or provide any confidential or nonpublic information or data to, or have any discussions with, any person relating to, any Acquisition Proposal; provided that in the event that, prior to the time that RFH's shareholders' approval of the Merger (the **RFH Shareholder Approval**) is obtained but not after, (1) RFH receives, after the execution of this Agreement, an unsolicited bona fide Acquisition Proposal from a person other than 1st Constitution, and (2) RFH's Board of Directors concludes in good faith (A) that, after consulting with its financial advisor, such Acquisition Proposal constitutes a Superior Proposal or would reasonably be likely to result in a Superior Proposal and (B) that, after considering the advice of outside counsel, failure to take such actions would be inconsistent with its fiduciary duties to RFH's shareholders under applicable Law, RFH may, and may permit its Subsidiaries and its and its Subsidiaries representatives to, furnish or cause to be furnished nonpublic information or data and participate in negotiations or discussions with respect to such Acquisition Proposal; provided that prior to providing any nonpublic information permitted to be provided pursuant to the foregoing proviso, it shall have entered into an agreement with such third party on terms substantially similar to and no more favorable to such third party than those contained in the Confidentiality Agreement between 1st Constitution and RFH dated December 20, 2012 (the **Confidentiality Agreement**) and any non-public information provided to any person given access to nonpublic information shall have previously been provided to 1st Constitution or shall be provided to 1st Constitution prior to or concurrently with the time it is provided to such person. RFH will (A) immediately cease and cause to be terminated any activities, discussions or negotiations conducted before the date of this Agreement with any persons other than 1st Constitution with respect to any Acquisition Proposal, (B) not terminate, waive, amend, release or modify any provision of any confidentiality or standstill agreement relating to any Acquisition Proposal to which it or any of

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its Affiliates or representatives is a party and (C) use its commercially reasonable efforts to enforce any confidentiality or similar agreement relating to any Acquisition Proposal.

(b) Neither RFH's Board of Directors nor any committee thereof shall (i) (A) withdraw (or modify or qualify in any manner adverse to 1st Constitution) or refuse to make the RFH Board Recommendation or (B) adopt, approve, recommend, endorse or otherwise declare advisable the adoption of any Acquisition Proposal, or (ii) cause or permit RFH or any of its Subsidiaries to enter into any letter of intent, memorandum of understanding, agreement in principle, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other agreement constituting or related to, or which is intended to or is reasonably likely to lead to, any Acquisition Proposal (other than a confidentiality agreement permitted by the terms of Section 5.3(a) of this Agreement).

Notwithstanding the foregoing, prior to the date of the RFH Shareholders Meeting, RFH Board's of Directors may take any of the actions specified in items (i) and (ii) of the preceding sentence (a **RFH Subsequent Determination**) after the fourth (4th) Business Day following 1st Constitution's receipt of a written notice (the **Notice of Superior Proposal**) from RFH (A) advising that RFH's Board of Directors has decided that a bona fide unsolicited written Acquisition Proposal that it received (that did not result from a breach of this Section 5.3 or from an action by a representative of RFH or its Subsidiaries that would have been such a breach if committed by RFH or its Subsidiaries) constitutes a Superior Proposal (it being understood that RFH shall be required to deliver a new Notice of Superior Proposal in respect of any revised Superior Proposal from such third party or its Affiliates that RFH proposes to accept), (B) specifying the material terms and conditions of, and the identity of the party making, such Superior Proposal, and (C) containing an unredacted copy of the relevant transaction agreements with the party making such Superior Proposal, if, but only if, RFH's Board of Directors has reasonably determined in good faith, after consultation with and having considered the advice of outside legal counsel and its financial advisor, that the failure to take such actions would be inconsistent with its fiduciary duties to RFH's shareholders under applicable Law and that such Acquisition Proposal is a Superior Proposal and such Superior Proposal has been made and has not been withdrawn and continues to be a Superior Proposal after taking into account all adjustments to the terms of this Agreement that are committed to in writing by 1st Constitution pursuant to this Section 5.3(b).

(c) In addition to the obligations of RFH set forth in Sections 5.3(a) and (b) of this Agreement, in the event that RFH or any of its Subsidiaries or any representative of RFH or its Subsidiaries receives (i) any Acquisition Proposal or (ii) any request for non-public information or to engage in negotiations that RFH's Board of Directors believe is reasonably likely to lead to or that contemplates an Acquisition Proposal, RFH promptly (and in any event within 48 hours of receipt) shall advise 1st Constitution in writing of the existence of the matters described in clause (i) or (ii), together with the material terms and conditions of such Acquisition Proposal or request and the identity of the person making any such Acquisition Proposal or request. RFH shall keep 1st Constitution reasonably well informed in all material respects of the status (including after the occurrence of any material amendment or modification) of any such Acquisition Proposal or request. Without limiting any of the foregoing, RFH shall promptly (and in any event within 48 hours) notify 1st Constitution in writing if it determines to begin providing non-public information or to engage in negotiations concerning an Acquisition Proposal pursuant to Sections 5.3(a) or (b) of this Agreement and shall in no event begin providing such information or engaging in such discussions or negotiations prior to providing such notice.

(d) For purposes of this Agreement:

(i) **Acquisition Proposal** means, other than the transactions contemplated by this Agreement, a tender or exchange offer to acquire 25% or more of the voting power in RFH or any of its Subsidiaries, a proposal for a merger, consolidation or other business combination involving RFH or any of its Subsidiaries or any other proposal or offer to acquire in any manner 25% or more of the voting power in, or 25% or more of the business, assets or deposits of, RFH or any of its Subsidiaries.

(ii) **Superior Proposal** means an unsolicited bona fide written Acquisition Proposal (with the percentages set forth in the definition of such term changed from 25% to 50%) that RFH's Board of Directors

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concludes in good faith to be more favorable from a financial point of view to its shareholders than the Merger and the other transactions contemplated hereby (including taking into account any adjustment to the terms and conditions proposed by 1st Constitution in response to such proposal pursuant to Section 5.3(b) of this Agreement or otherwise), after (1) receiving the advice of its financial advisor (which shall be a nationally recognized investment banking firm), (2) taking into account the likelihood of consummation of such transaction on the terms set forth therein (as compared to, and with due regard for, the terms herein) and (3) taking into account all legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory and other aspects of such proposal and any other relevant factors permitted under applicable Law.

ARTICLE VI ADDITIONAL AGREEMENTS

6.1 Regulatory Matters.

(a) 1st Constitution shall promptly prepare and file with the SEC the S-4, in which the Proxy Statement will be included as a prospectus. 1st Constitution shall prepare the Proxy Statement and RFH shall cooperate with 1st Constitution in the preparation of such Proxy Statement. Each of RFH and 1st Constitution shall use its reasonable best efforts to have the S-4 declared effective under the Securities Act as promptly as practicable after such filing, and RFH shall thereafter mail the Proxy Statement to its shareholders. With RFH's cooperation, 1st Constitution shall also use its reasonable best efforts to obtain all necessary state securities Law or Blue Sky permits and approvals required to carry out the transactions contemplated by this Agreement, if any.

(b) The Parties shall cooperate with each other and use their reasonable best efforts to promptly prepare and file all necessary documentation, to effect all applications, notices, petitions and filings, and to obtain as promptly as practicable all permits, consents, approvals and authorizations of all third parties and Governmental Entities that are necessary or advisable to consummate the transactions contemplated by this Agreement (including without limitation the Merger). RFH and 1st Constitution shall have the right to review in advance, and to the extent practicable each will consult the other on, in each case subject to applicable Laws relating to the exchange of information, all of the information relating to RFH or 1st Constitution, as the case may be, and any of their respective Subsidiaries, which appears in any filing made with, or written materials submitted to, any third party or any Governmental Entity in connection with the transactions contemplated by this Agreement. In exercising the foregoing right, each of the Parties shall act reasonably and as promptly as practicable. The Parties agree that they will consult with each other with respect to the obtaining of all permits, consents, approvals and authorizations of all third parties and Governmental Entities necessary or advisable to consummate the transactions contemplated by this Agreement and each Party will keep the other apprised of the status of matters relating to completion of the transactions contemplated herein.

(c) 1st Constitution and RFH shall, upon request, furnish each other with all information concerning themselves, their Subsidiaries, directors, officers and shareholders and such other matters as may be reasonably necessary or advisable in connection with the Proxy Statement, the S-4, any filing pursuant to Rule 165 or Rule 425 under the Securities Act or Rule 14a-12 under the Exchange Act and any other statement, filing, notice or application made by or on behalf of 1st Constitution, RFH or any of their respective Subsidiaries to any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement (collectively, the **Filing Documents**). 1st Constitution agrees promptly to advise RFH if, at any time prior to the RFH Shareholders Meeting, any information provided by 1st Constitution for the Filing Documents becomes incorrect or incomplete in any material respect and promptly to provide RFH with the information needed to correct such inaccuracy or omission. 1st Constitution shall promptly furnish RFH with such supplemental information as may be necessary in order to cause the Filing Documents, insofar as they relate to 1st Constitution and its Subsidiaries, to comply with all applicable legal requirements. RFH agrees promptly to advise 1st Constitution if, at any time prior to the RFH Shareholders Meeting, any information provided by RFH for the

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Filing Documents becomes incorrect or incomplete in any material respect and promptly to provide 1st Constitution with the information needed to correct such inaccuracy or omission. RFH shall promptly furnish 1st Constitution with such supplemental information as may be necessary in order to cause the Filing Documents, insofar as they relate to RFH and the RFH Subsidiaries, to comply with all applicable legal requirements.

(d) 1st Constitution and RFH shall promptly furnish each other with copies of written communications received by 1st Constitution or RFH, as the case may be, or any of their respective Subsidiaries, affiliates or associates (as such terms are defined in Rule 12b-2 under the Exchange Act as in effect on the date of this Agreement) from, or delivered by any of the foregoing to, any Governmental Entity in respect of the transactions contemplated hereby.

(e) RFH shall engage a proxy solicitor reasonably acceptable to 1st Constitution to assist RFH in obtaining the approval of RFH's shareholders of this Agreement and the transactions contemplated hereby.

6.2 Access to Information.

(a) RFH shall permit, and shall cause each of RFH's Subsidiaries to permit, 1st Constitution and its representatives, and 1st Constitution shall permit, and shall cause each of their Subsidiaries to permit, RFH and its representatives, reasonable access to their respective properties, and shall disclose and make available to 1st Constitution and its representatives, or RFH and its representatives, as the case may be, all books, papers and records relating to its and its Subsidiaries' assets, stock ownership, properties, operations, obligations and liabilities, including, but not limited to, all books of account (including the general ledger), Tax records, minute books of directors' and shareholders' meetings (excluding information related to the Merger), organizational documents, by-laws, material contracts and agreements, filings with any regulatory authority, accountants' work papers, litigation files, plans affecting employees, and any other business activities or prospects in which 1st Constitution and its representatives or RFH and its representatives may have a reasonable interest, all to the extent reasonably requested by the Party seeking such access. However, neither Party shall be required to provide access to or to disclose information where such access or disclosure would violate or prejudice the rights of any customer, would contravene any Law or Order or would waive any privilege. The Parties will use commercially reasonable efforts to obtain waivers of any such restriction (other than waivers of the attorney-client privilege) and in any event make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply. Notwithstanding the foregoing, RFH acknowledges that 1st Constitution may be involved in discussions from time to time concerning other potential acquisitions and 1st Constitution shall not be obligated to disclose information regarding such discussions to RFH except as such information is disclosed to 1st Constitution's shareholders generally.

(b) During the period from the date of this Agreement to the Effective Time, each of RFH and 1st Constitution will cause one or more of its designated representatives to confer with representatives of the other Party on a monthly or more frequent basis regarding its consolidated business, operations, properties, assets and financial condition and matters relating to the completion of the transactions contemplated herein. On a monthly basis, RFH agrees to provide 1st Constitution with internally prepared consolidated profit and loss statements no later than 20 days after the close of each calendar month. As soon as reasonably available, but in no event more than 45 days after the end of each fiscal quarter (other than the last fiscal quarter of each fiscal year), RFH will deliver to 1st Constitution and 1st Constitution will deliver to RFH their respective consolidated quarterly financial statements. As soon as reasonably available, but in no event more than 90 days after the end of each calendar year (commencing with the year ended December 31, 2012), RFH will deliver to 1st Constitution and 1st Constitution will deliver to RFH their respective consolidated annual financial statements.

(c) All information furnished pursuant to Sections 6.2(a) and 6.2(b) of this Agreement shall be subject to, and each of RFH and 1st Constitution shall hold all such information in confidence in accordance with, the provisions of the

Confidentiality Agreement and the separate confidentiality agreement between RFH and

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1st Constitution with respect to 1st Constitution's information dated June 25, 2013 (collectively with the Confidentiality Agreement, the **Confidentiality Agreements**).

(d) No investigation by either of the Parties or their respective representatives shall affect the representations, warranties, covenants or agreements of the other set forth herein.

(e) As soon as reasonably available, but in no event more than forty-five (45) days after the end of each fiscal quarter ending after the date of this Agreement and prior to the Effective Time, RFH will deliver to 1st Constitution RFH's call reports filed with the New Jersey Department and the FDIC.

6.3 RFH Shareholders Meeting. RFH shall take all steps necessary to duly call, give notice of, convene and hold a meeting of its shareholders to be held as soon as is reasonably practicable after the date on which the S-4 becomes effective for the purpose of voting upon the approval and adoption of this Agreement and the consummation of the transactions contemplated hereby (the **RFH Shareholders Meeting**). RFH will, through its Board of Directors, unless legally required to do otherwise for the discharge by RFH's Board of Directors of its fiduciary duties as advised by such Board's legal counsel and the provisions of Section 5.3 of this Agreement, recommend to its shareholders approval of this Agreement and the transactions contemplated hereby and such other matters as may be submitted to its shareholders in connection with this Agreement.

6.4 Legal Conditions to Merger. Each of 1st Constitution and RFH shall, and shall cause its Subsidiaries to, use their reasonable best efforts (a) to take, or cause to be taken, all actions necessary, proper or advisable to comply promptly with all legal requirements which may be imposed on such Party or its Subsidiaries with respect to the Merger and, subject to the conditions set forth in Article VII of this Agreement, to consummate the transactions contemplated by this Agreement and (b) to obtain (and to cooperate with the other Party to obtain) any consent, authorization, order or approval of, or any exemption by, any Governmental Entity and any other third party that is required to be obtained by RFH or 1st Constitution or any of their respective Subsidiaries in connection with the Merger and the other transactions contemplated by this Agreement, and to comply with the terms and conditions of such consent, authorization, order or approval.

6.5 Voting Agreements. Contemporaneous with the execution of this Agreement, RFH shall deliver to 1st Constitution copies of voting agreements, each in the form and substance of the agreement annexed hereto as Exhibit B, signed by each member of the Board of Directors of RFH (the **Voting Agreements**).

6.6 NASDAQ Global Market Listing. 1st Constitution shall use its reasonable best efforts to cause the shares of 1st Constitution Common Stock to be issued in the Merger to be approved for listing on the NASDAQ Global Market, subject to official notice of issuance, as of the Effective Time.

6.7 Employee Benefit Plans; Existing Agreements.

(a) As of or as soon as practicable following the Effective Time, the employees of RFH and its Subsidiaries who remain in the employ of 1st Constitution or its Subsidiaries subsequent to the Effective Time (the **RFH Employees**) shall be eligible to participate in the employee benefit plans of 1st Constitution and its Subsidiaries (the **1st Constitution Plans**) in which similarly situated employees of 1st Constitution and its Subsidiaries participate, to the same extent as similarly situated employees of 1st Constitution or its Subsidiaries (it being understood that inclusion of RFH Employees in such 1st Constitution Plans may occur at different times with respect to different plans). RFH agrees to take any necessary actions to cease benefit accruals under any RFH plan that is a Tax-qualified defined benefit plan as of the Effective Time.

(b) With respect to each 1st Constitution Plan, other than an employee pension plan as such term is defined in Section 3(2) of ERISA, for purposes of determining eligibility to participate, service with RFH (or predecessor employers to the extent that RFH provides past service credit) shall be treated as service with 1st Constitution. 1st Constitution shall use its reasonable best efforts to cause each 1st Constitution Plan that is a

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group health plan to waive pre-existing condition limitations applicable to RFH Employees (to the same extent such limitations were satisfied immediately prior to the Closing).

(c) Unless instructed otherwise by 1st Constitution, effective as of no later than the day immediately preceding the Effective Time, RFH shall, and shall cause its Subsidiaries to, terminate any and all RFH Benefit Plans that are intended to include a Code Section 401(k) arrangement (each, a **401(k) Plan**), unless 1st Constitution provides written notice to RFH that any such 401(k) Plans shall not be terminated. RFH shall provide 1st Constitution with evidence that any such 401(k) Plan has been terminated pursuant to resolutions of the board of directors (or similar body) of RFH or its Subsidiaries, as the case may be. Such resolutions shall be subject to review by, and shall be in form and substance reasonably acceptable to, 1st Constitution. RFH shall also take such other actions in furtherance of terminating any such 401(k) Plan as 1st Constitution may reasonably request.

6.8 Indemnification.

(a) For a period commencing as of the Effective Time and ending six years after the Effective Time, to the extent permitted by Law, 1st Constitution shall indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, a director or officer of RFH or who serves or has served at the request of RFH as a director or officer with any other person (collectively, the

Indemnitees) against any and all claims, damages, liabilities, losses, costs, charges, expenses (including, subject to the provisions of this Section 6.8, reasonable costs of investigation and the reasonable fees and disbursements of legal counsel and other advisers and experts as incurred), judgments, fines, penalties and amounts paid in settlement, asserted against, incurred by or imposed upon any Indemnitee by reason of the fact that he or she is or was a director or officer of RFH or serves or has served at the request of RFH as a director or officer with any other person, in connection with, arising out of or relating to (i) any threatened, pending or completed claim, action, suit or proceeding (whether civil, criminal, administrative or investigative), including, without limitation, any and all claims, actions, suits, proceedings or investigations by or on behalf of or in the right of or against RFH or any of its Affiliates, or by any former or present shareholder of RFH (each a **Claim** and collectively, **Claims**), including, without limitation, any Claim that is based upon, arises out of or in any way relates to the Merger, the Proxy Statement, this Agreement, any of the transactions contemplated by this Agreement, the Indemnitee's service as a member of the Board of Directors of RFH or its Subsidiaries or of any committee thereof, the events leading up to the execution of this Agreement, any statement, recommendation or solicitation made in connection therewith or related thereto and any breach of any duty in connection with any of the foregoing, or (ii) the enforcement of the obligations of 1st Constitution set forth in this Section 6.8, in each case to the fullest extent that RFH would have been permitted under its certificate of incorporation and by-laws in effect as of the date hereof (and 1st Constitution shall also advance expenses as incurred due to clauses (i) or (ii) above to the fullest extent so permitted).

(b) Any Indemnitee wishing to claim indemnification under this Section 6.8 shall promptly notify 1st Constitution in writing upon learning of any Claim, but the failure to so notify shall not relieve 1st Constitution of any liability it may have to such Indemnitee except to the extent that such failure prejudices 1st Constitution. In the event of any Claim as to which indemnification under this Section 6.8 is applicable, (x) 1st Constitution shall have the right to assume the defense thereof and 1st Constitution shall not be liable to the applicable Indemnitee for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnitee in connection with the defense thereof, except that if 1st Constitution elects not to assume such defense, or counsel for such Indemnitee advises that there are issues that raise conflicts of interest between 1st Constitution and such Indemnitee, such Indemnitee may retain counsel satisfactory to such Indemnitee, and 1st Constitution shall pay the reasonable fees and expenses of such counsel for such Indemnitee as statements therefor are received; provided, however, that 1st Constitution shall be obligated pursuant to this Section 6.8 to pay for only one firm of counsel for all Indemnitees in any jurisdiction with respect to a matter unless the use of one counsel for multiple Indemnitees would present such counsel with a conflict

of interest that is not waived, and (y) the Indemnitees will cooperate in the defense of any such matter. 1st
Constitution shall not be liable for

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the settlement of any claim, action or proceeding hereunder unless such settlement is effected with its prior written consent. Notwithstanding anything to the contrary in this Section 6.8, 1st Constitution shall not have any obligation hereunder to any Indemnitee when and if a court of competent jurisdiction shall ultimately determine, and such determination shall have become final and nonappealable, that the indemnification of such Indemnitee in the manner contemplated hereby is prohibited by applicable Law or public policy.

(c) 1st Constitution shall cause the persons serving as officers and directors of RFH immediately prior to the Effective Time to be covered for a period of six years from the Effective Time by the directors and officers liability insurance policy maintained by RFH (provided that 1st Constitution may substitute therefor policies of at least the same coverage and amounts containing terms and conditions that are not materially less advantageous than such policy or single premium tail coverage with policy limits equal to RFH's existing annual coverage limits) with respect to acts or omissions occurring prior to the Effective Time that were committed by such officers and directors in their capacity as such; provided, however, that (A) in no event shall 1st Constitution be required to expend an aggregate annual premium in excess of 300% of the annual premium most recently paid by RFH prior to the date hereof (the **Insurance Amount**) to maintain or procure insurance coverage (which current annual premium is set forth in Section 6.8(c) of the RFH Disclosure Schedule), (B) if 1st Constitution is unable to maintain or obtain the insurance called for by this Section 6.8(c), 1st Constitution shall use all reasonable efforts to obtain as much comparable insurance as is available for the Insurance Amount and (C) notwithstanding any provision herein to the contrary, 1st Constitution shall be deemed to have satisfied all of its obligations pursuant to this Section 6.8(c) in the event that it acquires, or directs RFH to acquire at an aggregate premium cost not to exceed 300% of the annual premium most recently paid by RFH prior to the date hereof, single premium tail insurance. RFH shall use commercially reasonable efforts to cooperate with 1st Constitution in the event that 1st Constitution determines to acquire, or directs RFH to acquire, such tail insurance with respect to RFH's existing directors and officers liability insurance policy. RFH represents and warrants that the annual premium for its directors and officers liability insurance policy most recently paid is \$19,978.

(d) In the event 1st Constitution or any of its successors or assigns (i) consolidates with or merges into any other person and shall not be the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, to the extent necessary, proper provision shall be made so that the successors and assigns of 1st Constitution assume the obligations set forth in this Section 6.8.

(e) The provisions of this Section 6.8 are intended to be for the benefit of, and shall be enforceable by, each Indemnitee and his or her heirs and representatives.

6.9 Additional Arrangements. If, at any time after the Effective Time, the Surviving Entity considers or is advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of either of the Bank or RFH (the **Constituent Entities**) acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out the purposes of this Agreement, the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of each of the Constituent Entities or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Constituent Entities or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out the purposes of this Agreement.

6.10 Indemnification Agreements. Each indemnification agreement between RFH and each current director of RFH shall be amended effective as of the original date of each such indemnification agreement to conform to New Jersey banking law and applicable Federal law (i) in a manner satisfactory to the Bank and 1st Constitution and (ii) to

eliminate provisions related to a Change in Control (as defined in each such

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indemnification agreement) or a Potential Change in Control (as defined in each such indemnification agreement). RFH shall use its reasonable best efforts to cause each indemnification agreement between RFH and each former director of RFH to be similarly amended.

6.11 Employee Severance and other Employment Matters.

(a) To the extent that any RFH employees (other than those RFH employees with agreements as set forth on Section 6.11(a) of the RFH Disclosure Schedule) are terminated by the Bank without cause following the Effective Time, the Bank shall pay severance to such employees pursuant to the severance policy of the Bank then in effect. The Bank will grant credit to such employees for years of prior service with RFH.

(b) 1st Constitution and the Bank shall honor the agreements set forth on Section 6.11(a) of the RFH Disclosure Schedule.

6.12 Notification of Certain Matters. Each Party shall give prompt notice to the other Party of (a) any event, condition, change, occurrence, act or omission that causes any of its representations hereunder to cease to be true in all material respects (or, with respect to any such representation that is qualified as to materiality, causes such representation to cease to be true in all respects); and (b) any event, condition, change, occurrence, act or omission that individually or in the aggregate has, or that, so far as reasonably can be foreseen at the time of its occurrence, is reasonably likely to have, a Material Adverse Effect on such Party. Each of RFH and 1st Constitution shall give prompt notice to the other Party of any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement.

6.13 Certain Matters, Certain Revaluations, Changes and Adjustments. Notwithstanding that RFH believes that it and its Subsidiaries have established all reserves and taken all provisions for possible loan losses required by GAAP and applicable Laws, RFH recognizes that 1st Constitution may have adopted different loan, accrual and reserve policies (including loan classifications and levels of reserves for possible loan losses). At or before the Effective Time, upon the request of 1st Constitution and in order to formulate the plan of integration for the Merger, RFH shall, consistent with GAAP, modify and change its loan, litigation and real estate valuation policies and practices (including loan classifications and levels of reserves) so as to be applied consistently on a mutually satisfactory basis with those of 1st Constitution and establish such accruals and reserves as shall be necessary to reflect Merger-related expenses and costs incurred by RFH and its Subsidiaries, provided, however, that RFH shall not be required to take such action (A) more than five days prior to the Effective Time; and (B) unless 1st Constitution agrees in writing that all conditions to closing set forth in Article VII of this Agreement have been satisfied or waived (other than those conditions relating to delivery of documents on the Closing Date); and provided further, however, that no accrual or reserve made by RFH or any RFH Subsidiary pursuant to this Section 6.13 or any litigation or regulatory proceeding arising out of any such accrual or reserve, shall constitute or be deemed to be a breach, violation of or failure to satisfy any representation, warranty, covenant, condition or other provision of this Agreement or otherwise be considered in determining whether any such breach, violation or failure to satisfy shall have occurred.

6.14 Other Policies. At or before the Effective Time, upon the request of 1st Constitution RFH shall cooperate with 1st Constitution to reasonably conform the policies and procedures of RFH and its Subsidiaries regarding applicable regulatory matters to those of 1st Constitution and its Subsidiaries, as 1st Constitution may reasonably identify to RFH from time to time, provided, however, that RFH shall not be required to take such actions (A) more than five days prior to the Effective Time; and (B) unless 1st Constitution agrees in writing that all conditions to closing set forth in Article VII of this Agreement have been satisfied or waived (other than those conditions relating to delivery of documents on the Closing Date).

6.15 **Other Transactions.** RFH acknowledges that 1st Constitution may be in the process of acquiring other banks and financial institutions or in offering securities to the public and that in connection with such

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transactions, information concerning RFH and its Subsidiaries may be required to be included in the registration statements, if any, for the sale of securities of 1st Constitution or in SEC reports in connection with such transactions. 1st Constitution shall provide RFH and its counsel with copies of such registration statements at the time of filing. RFH agrees to provide 1st Constitution with any information, certificates, documents or other materials about RFH and its Subsidiaries as are reasonably necessary to be included in such SEC reports or registration statements, including registration statements that may be filed by 1st Constitution prior to the Effective Time. RFH shall use its reasonable efforts to cause its attorneys, accountants and the Advisory Firm to provide 1st Constitution and any underwriters for 1st Constitution with any consents, comfort letters, opinion letters, reports or information that are necessary to complete the registration statements and applications for any such acquisition or issuance of securities. 1st Constitution shall reimburse RFH for reasonable expenses thus incurred by RFH should this Agreement be terminated for any reason. 1st Constitution shall not file with the SEC any such registration statement or amendment thereto or supplement thereof containing information regarding RFH unless RFH shall have consented in writing to such filing, which consent shall not be unreasonably delayed or withheld.

6.16 Failure to Fulfill Conditions. In the event that 1st Constitution or RFH determines that a material condition to its obligation to consummate the transactions contemplated hereby cannot be fulfilled on or prior to the Cut-off Date and that it will not waive that condition, it will promptly notify the other Party. RFH and 1st Constitution will promptly inform the other of any facts applicable to RFH or 1st Constitution, respectively, or their respective directors, officers or Subsidiaries, that would be reasonably likely to prevent or materially delay approval of the Merger by any Governmental Entity or that would otherwise prevent or materially delay completion of the Merger. Any information so provided shall be retained by the receiving Party in accordance with the terms of the Confidentiality Agreement.

6.17 Transaction Expenses of RFH.

(a) RFH shall cause its and its Subsidiaries' professionals to render monthly invoices within 30 days after the end of each month. RFH shall advise 1st Constitution monthly of all out-of-pocket expenses that RFH and its Subsidiaries have incurred in connection with the transactions contemplated hereby. RFH shall not, and shall cause each of its Subsidiaries not to, pay fees and expenses to its accountants or attorneys on any basis different than the basis on which such professionals would be paid in the absence of any business combination.

(b) RFH shall make all arrangements with respect to the printing and mailing of the Proxy Statement.

6.18 Pre-Closing Delivery of Financial Statements. Prior to the Closing, RFH shall deliver to 1st Constitution such consolidated financial statements of RFH as 1st Constitution shall reasonably request in order to enable 1st Constitution to comply with its reporting obligations under the Exchange Act, together with an executed report of RFH's outside auditors with respect to all such financial statements that have been audited. Such report shall be in form and substance satisfactory to 1st Constitution. The financial statements delivered pursuant to this Section 6.18 shall be prepared in accordance with GAAP and shall conform to all provisions of the SEC's Regulation S-X (to the extent applicable), such that such financial statements are suitable for filing by 1st Constitution with the SEC in response to Items 2.01 and 9.01 of the SEC's Current Report on Form 8-K. Immediately prior to the Closing, RFH shall cause its outside auditors to deliver to 1st Constitution an executed consent, in form and substance satisfactory to the 1st Constitution and suitable for filing by 1st Constitution with the SEC, which consent shall authorize 1st Constitution to file with the SEC the report referred to in this Section 6.18 and all other reports delivered by RFH hereunder.

6.19 ISRA. RFH shall provide a certification identifying the North American Industrial Classification System (**NAICS**) code number(s) that is appropriate and accurate for each property in New Jersey that RFH or any of its

Subsidiaries owns or operates. For each property that has an NAICS number that is within the definition of an industrial establishment as set forth at N.J.S.A. 13:K-8 (collectively, the **ISRA Properties**), RFH, at its sole cost and expense, shall within five (5) days of the date hereof prepare and submit a general

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information notice to the New Jersey Department of Environmental Protection (**NJDEP**). In addition, RFH shall retain a Licensed Site Remediation Professional (as defined in ISRA) who shall prepare and submit to NJDEP, prior to the Effective Time, a Response Action Outcome or Remediation Certification (in each case in form and substance reasonably satisfactory to 1st Constitution) and RFH will simultaneously create and maintain a Remediation Funding Source, as such term is defined under the applicable Environmental Laws, or other financial assurance.

6.20 **Section 16 Matters**. Prior to the Effective Time, to the extent permitted by Law without expense to the Parties, the Parties will use commercially reasonable efforts to take such steps as may be reasonably necessary or appropriate to cause any disposition of shares of RFH Common Stock or conversion of any derivative securities in respect of shares of RFH Common Stock or purchase of shares of 1st Constitution Common Stock in connection with the consummation of the transactions contemplated by this Agreement to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6.21 **Tax Treatment**. Neither 1st Constitution, the Bank nor RFH shall, or shall cause any of their respective Subsidiaries to, take any action inconsistent with the treatment of the Merger as a reorganization under Section 368(a) of the Code.

6.22 **Payment of Retention Bonuses**. Provided that a person listed on Section 6.22 of the RFH Disclosure Schedule (i) remains an employee of RFH from the date hereof through the date after the Effective Time when that person's job function has been converted or transitioned and (ii) does not accept employment with 1st Constitution, the Bank or another Subsidiary of 1st Constitution for any period subsequent to the Effective Time, 1st Constitution shall pay to such person the bonus compensation provided for such employee in Section 6.22 of the RFH Disclosure Schedule.

6.23 **Shareholder Litigation**. RFH shall give 1st Constitution the opportunity to participate at its own expense in the defense or settlement of any shareholder litigation against RFH and/or its directors or other Affiliates relating to the transactions contemplated by this Agreement, and no such settlement shall be agreed to without 1st Constitution's prior written consent.

6.24 **No Control Over Other Party's Business**. Nothing contained in this Agreement shall give 1st Constitution, directly or indirectly, the right to control or direct the operations of RFH or its Subsidiaries prior to the Effective Time, and nothing contained in this Agreement shall give RFH, directly or indirectly, the right to control or direct the operations of 1st Constitution or its Subsidiaries prior to the Effective Time. Prior to the Effective Time, each of RFH and 1st Constitution shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

6.25 **Further Assurances**. Subject to the terms and conditions herein provided, each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to satisfy the conditions to the Parties' obligations hereunder and to consummate and make effective the transactions contemplated by this Agreement, including, without limitation, using reasonable efforts to lift or rescind any injunction or restraining order or other Order adversely affecting the ability of the Parties to consummate the transactions contemplated by this Agreement and using its commercially reasonable efforts to prevent the breach of any representation, warranty, covenant or agreement of such Party contained or referred to in this Agreement and to promptly remedy the same. Nothing in this Section 6.25 shall be construed to require any Party to participate in any threatened or actual legal, administrative or other proceedings (other than proceedings, actions or investigations to which it is otherwise a party or subject or threatened to be made a party or subject) in connection with consummation of the transactions contemplated by this Agreement unless such Party shall consent in advance and in writing to such participation and the other Party agrees to reimburse and indemnify such Party for and against any and all costs and damages related thereto.

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ARTICLE VII CONDITIONS PRECEDENT

7.1 Conditions to Each Party's Obligations Under this Agreement. The respective obligations of each Party under this Agreement to consummate the Merger shall be subject to the satisfaction or, where permissible under applicable Law, waiver at or prior to the Effective Time of the following conditions:

(a) **Approval of Shareholders; SEC Registration; Blue Sky Laws.** This Agreement and the transactions contemplated hereby shall have been approved by the requisite vote of the shareholders of RFH. The S-4 shall have been declared effective by the SEC and shall not be subject to a stop order or any threatened stop order, and the issuance of the 1st Constitution Common Stock shall have been qualified in every state where such qualification is required under the applicable state securities Laws.

(b) **Regulatory Filings.** Subject to Section 7.2(g) hereof, all necessary approvals and consents (including without limitation any required approval (or in the case of the FRB, any required approval or waiver) of the FDIC, the New Jersey Department, the FRB, the SEC and (if necessary) the NJDEP) of Governmental Entities required to consummate the transactions contemplated hereby shall have been obtained. All conditions required to be satisfied prior to the Effective Time by the terms of such approvals and consents shall have been satisfied; and all statutory waiting periods in respect thereof (including the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, if applicable) shall have expired.

(c) **Suits and Proceedings.** No Order shall be outstanding against a Party or its Subsidiaries or a third party that would have the effect of preventing completion of the Merger; no suit, action or other proceeding shall be pending or threatened by any Governmental Entity seeking to restrain or prohibit the Merger; and no suit, action or other proceeding shall be pending before any court or Governmental Entity seeking to restrain or prohibit the Merger or obtain other substantial monetary or other relief against one or more Parties, RFH or the Bank in connection with this Agreement and which 1st Constitution or RFH determines in good faith, based upon the advice of their respective counsel, makes it inadvisable to proceed with the Merger because any such suit, action or proceeding has a significant potential to be resolved in such a way as to deprive the Party electing not to proceed of any of the material benefits to it of the Merger.

(d) **Tax Opinion.** 1st Constitution and RFH shall each have received an opinion, dated as of the Effective Time, of Day Pitney LLP, reasonably satisfactory in form and substance to RFH and its counsel and to 1st Constitution, based upon representation letters reasonably required by such counsel, dated on or about the date of such opinion, and such other facts, representations and customary limitations as such counsel may reasonably deem relevant, to the effect that the Merger will be treated for federal income Tax purposes as a reorganization qualifying under the provisions of Section 368(a) of the Code. In connection therewith, each of 1st Constitution, the Bank and RFH shall deliver to Day Pitney LLP representation letters, in each case in form and substance reasonably satisfactory to Day Pitney LLP and dated the date of such opinion, on which Day Pitney LLP shall be entitled to rely.

(e) **Listing of Shares.** The shares of 1st Constitution Common Stock which shall be issuable to the shareholders of RFH upon consummation of the Merger shall have been authorized for listing on the NASDAQ Global Market, subject to official notice of issuance.

7.2 Conditions to the Obligations of 1st Constitution and the Bank Under this Agreement. The obligations of 1st Constitution and the Bank under this Agreement shall be further subject to the satisfaction or waiver, at or prior to the Effective Time, of the following conditions:

(a) **Representations and Warranties; Performance of Obligations of RFH**. Except for those representations and warranties that are made as of a particular date, the representations and warranties of RFH contained in this Agreement shall be true and complete in all material respects (except with respect to those

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representations and warranties that are qualified as to materiality, which shall be true in all respects) on the Closing Date as though made on and as of the Closing Date. The representations and warranties of RFH contained in this Agreement that are made as of a particular date shall be true and complete in all material respects (except with respect to those representations and warranties that are qualified as to materiality, which shall be true in all respects) as of such date. RFH shall have performed in all material respects the agreements, covenants and obligations to be performed by it prior to the Closing Date.

(b) **Certificates**. RFH shall have furnished 1st Constitution with such certificates of its officers or other documents to evidence fulfillment of the conditions set forth in this Section 7.2 as 1st Constitution may reasonably request.

(c) **Accountant s Letter**. If requested by 1st Constitution prior to the date on which the SEC declares the S-4 effective, RFH shall have caused to be delivered to 1st Constitution cold comfort letters or letters of procedures from RFH s independent certified public accountants, dated (i) the date of the mailing of the Proxy Statement to RFH s shareholders and (ii) a date not earlier than five Business Days preceding the date of the Closing and addressed to the 1st Constitution, concerning such matters as are customarily covered in transactions of the type contemplated hereby.

(d) **Third Party Consents**. All consents, waivers and approvals of any third parties (other than the consents, waivers and approvals referred to in Section 7.1(b) of this Agreement) that are necessary to permit the consummation of the Merger and the other transactions contemplated hereby shall have been obtained or made, except for those as to which the failure to obtain would not be material (i) on RFH and its Subsidiaries taken as a whole or (ii) on the 1st Constitution and its Subsidiaries taken as a whole. None of the consents, approvals or waivers referred to in this Section 7.2(d) shall contain any term or condition which would have a material adverse impact on the Surviving Entity and its Subsidiaries, taken as a whole, after giving effect to the Merger.

(e) **FIRPTA**. RFH shall have delivered to 1st Constitution a certificate dated as of the Closing Date, in form and substance required under the Treasury Regulations promulgated pursuant to Section 1445 of the Code, certifying such facts as to establish that the transactions contemplated hereby are exempt from withholding pursuant to Section 1445 of the Code.

(f) **Dissenting Shares**. No more than 10% of the issued and outstanding shares of RFH Common Stock shall be Dissenting Shares.

(g) **Regulatory Conditions**. A Governmental Entity (including, without limitation, the FRB, FDIC or New Jersey Department), has not imposed a condition or requirement on 1st Constitution, the Bank or the Surviving Entity that (A) the Board of Directors of 1st Constitution reasonably determines is (i) onerous to 1st Constitution, the Bank or the Surviving Entity, or (ii) reasonably likely to have a material imposition on the operations, business or prospects of 1st Constitution, the Bank or the Surviving Entity, or (B) requires 1st Constitution, the Bank or the Surviving Entity to raise capital through the sale of securities within one year of the Closing Date.

(h) **Status of FDIC and New Jersey Department Enforcement Resolutions**. RFH shall have satisfied (or, with respect to the matters set forth in Section 7.2(h) of the RFH Disclosure Schedule is in the process of satisfying in a manner and under a timetable reasonably satisfactory to 1st Constitution) in all material respects both the requirements of the FDIC reflected in resolutions adopted by the Board of Directors of RFH on November 26, 2012 and the requirements of the New Jersey Department reflected in the resolutions of the Board of Directors of RFH adopted on May 21, 2013.

(i) **Indemnification Agreements**. The indemnification agreements with each current director referenced in Section 6.10 hereof shall have been amended as provided in Section 6.10 hereof to the satisfaction of the Bank and 1st

Constitution.

7.3 Conditions to the Obligations of RFH Under this Agreement. The obligation of RFH to effect the Merger is also subject to the satisfaction or waiver by RFH at or prior to the Effective Time of the following conditions:

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(a) **Representations and Warranties; Performance of Obligations of 1st Constitution and the Bank.** Except for those representations and warranties that are made as of a particular date, the representations and warranties of 1st Constitution and the Bank contained in this Agreement shall be true and complete in all material respects (except with respect to those representations and warranties that are qualified as to materiality, which shall be true in all respects) on the Closing Date as though made on and as of the Closing Date. The representations and warranties of 1st Constitution and the Bank contained in this Agreement that are made as of a particular date shall be true and complete in all material respects (except with respect to those representations and warranties that are qualified as to materiality, which shall be true in all respects) as of such date. Each of 1st Constitution and the Bank shall have performed in all material respects the agreements, covenants and obligations to be performed by it prior to the Closing Date.

(b) **Evidence of Insurance Coverage.** 1st Constitution shall furnish RFH with evidence of the binding of satisfactory insurance coverage for the officers and directors of RFH if required by Section 6.8(c).

(c) **Certificates.** 1st Constitution shall have furnished RFH with such certificates of its officers or other documents to evidence fulfillment of the conditions set forth in this Section 7.3 as RFH may reasonably request.

ARTICLE VIII TERMINATION AND AMENDMENT

8.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders of RFH of the matters presented in connection with the Merger:

(a) by mutual consent of RFH, on one hand, and 1st Constitution and the Bank, on the other hand;

(b) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand, upon written notice to the other Party if the approval of any Governmental Entity required for consummation of the Merger and the other transactions contemplated by this Agreement is denied by final, non-appealable action of such Governmental Entity; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(b) shall not be available to any Party whose failure to comply with any provision of this Agreement has been the cause of, or materially contributed to, such action;

(c) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand, if the Merger shall not have been consummated on or before the one year anniversary of the date hereof (the **Cut-off Date**) or such later date as shall have been agreed to in writing by 1st Constitution and the Bank, on one hand, and RFH, on the other hand, unless the failure of the Closing to occur by such date shall be due to the failure of the Party seeking to terminate this Agreement to perform or observe the covenants and agreements of such Party set forth herein;

(d) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand, if the approval of the shareholders of RFH required for the consummation of the Merger shall not have been obtained by reason of the failure to obtain the required vote at a duly held meeting of such shareholders or at any adjournment or postponement thereof;

(e) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a breach of any of the representations or warranties set forth in this Agreement on the part of the other Party (determined as of the date hereof or, in the case of representations and warranties made as of a particular date, as of the date as of which such representation or warranty is made), which breach is not cured within thirty days following written notice to the Party committing such breach, or which breach, by its nature, cannot be cured prior to the Cut-Off Date; provided, however, that neither Party shall

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have the right to terminate this Agreement pursuant to this Section 8.1(e) unless the breach of representation or warranty, together with all other such breaches, (i) would entitle the Party receiving such representation not to consummate the transactions contemplated hereby under Section 7.2(a) of this Agreement (in the case of a breach of a representation or warranty by RFH) or Section 7.3(a) of this Agreement (in the case of a breach of a representation or warranty by 1st Constitution) or (ii) would constitute a Material Adverse Effect with respect to the Party committing such breach or breaches;

(f) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement on the part of the other Party hereto, which breach shall not have been cured within thirty days following receipt by the breaching Party of written notice of such breach from the other Party, or which breach, by its nature, cannot be cured prior to the Cut-Off Date;

(g) by RFH, if, prior to receipt of RFH Shareholder Approval, RFH has received a Superior Proposal, and in accordance with Section 5.3 of this Agreement, has entered into an acquisition agreement with respect to the Superior Proposal, but only if immediately upon terminating this Agreement, RFH (A) pays to 1st Constitution the Termination Fee and Termination Expenses, and (B) delivers to 1st Constitution a release signed by the parties to such acquisition agreement and any entity that controls such parties, which release shall be in form and substance reasonably satisfactory to 1st Constitution and shall irrevocably waive any right the releasing parties may have to challenge the payment to 1st Constitution of the Termination Fee and the payment to 1st Constitution of the Termination Expenses;

(h) by 1st Constitution and the Bank if prior to receipt of RFH Shareholder Approval, RFH or RFH's Board of Directors (or any committee thereof) has (A) effected a RFH Subsequent Determination or approved, adopted, endorsed or recommended any Acquisition Proposal, (B) failed to make the RFH Board Recommendation, withdrawn the RFH Board Recommendation or failed to publicly re-affirm the RFH Board Recommendation within five days after receipt from 1st Constitution of a written request to do so, (C) breached the terms of Section 5.3 of this Agreement in any material respect adverse to 1st Constitution, or (D) in response to the commencement (other than by 1st Constitution or a Subsidiary thereof) of a tender offer or exchange offer for 25% or more of the outstanding shares of RFH's Common Stock, recommended that the shareholders of RFH tender their shares in such tender or exchange offer or otherwise failed to recommend that such shareholders reject such tender offer or exchange offer within the ten business day period specified in Rule 14e-2(a) under the Exchange Act;

(i) by 1st Constitution and the Bank if the conditions set forth in Sections 7.1 and 7.2 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date;

(j) by RFH if the conditions set forth in Sections 7.1 and 7.3 of this Agreement are not satisfied and are not capable of being satisfied by the Cut-off Date.

(k) by RFH, if its Board of Directors so determines by a vote of a majority of the members of its entire board, at any time during the five day period commencing on the day after the Determination Date, if both of the following conditions are satisfied:

(1) the 1st Constitution Common Stock Average Price on the Determination Date shall be less than \$6.755 (the Base Amount); and

(2) (i) the number (rounded to four decimals) obtained by dividing the 1st Constitution Common Stock Average Price on the Determination Date by the 1st Constitution Initial Price (the 1st Constitution Ratio) shall be less than (ii) the

number (rounded to four decimals) obtained by dividing the Final Index Price on the

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Determination Date by the Initial Index Price and subtracting 0.30 from the quotient in this clause (2)(ii) (such number being referred to herein as the Index Ratio);

For purposes of this subsection (k), the following terms shall have the following meanings:

Final Index Price means the average (rounded to four decimals) of the daily closing prices of the NASDAQ Bank Index for the 20 consecutive trading days immediately preceding the Determination Date.

Initial Index Price means \$2,383.50.

1st Constitution Common Stock Average Price means the average (rounded to four decimals) of the daily closing sales prices of 1st Constitution Common Stock as reported on the NASDAQ Global Market (as reported in an authoritative source chosen by 1st Constitution) for the 20 consecutive full trading days in which such shares are quoted on the NASDAQ Global Market ending at the close of trading on the Determination Date.

1st Constitution Initial Price means \$9.65.

If 1st Constitution declares or effects a stock dividend, reclassification, recapitalization, split-up, combination, exchange of shares or similar transaction between the date of this Agreement and the Determination Date, the 1st Constitution Common Stock Average Price shall be appropriately adjusted for the purposes of applying this Section 8.1(k).

8.2 Effect of Termination. In the event of termination of this Agreement by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand, as provided in Section 8.1 of this Agreement, this Agreement shall forthwith become void and have no effect except that (i) Sections 8.1, 8.2, 8.5 and Article IX of this Agreement shall survive any termination of this Agreement and (ii) in the event that such termination is effected pursuant to Sections 8.1(e) or 8.1(f) of this Agreement, the non-defaulting Party may pursue any remedy available at law or in equity to enforce its rights and shall be paid by the defaulting Party for all damages, costs and expenses, including without limitation legal, accounting, investment banking and printing expenses, incurred or suffered by the non-defaulting Party in connection herewith or in the enforcement of its rights hereunder.

8.3 Amendment. Subject to compliance with applicable Law, this Agreement may be amended by the Parties at any time before or after approval of the matters presented in connection with the Merger by the shareholders of RFH; provided, however, that after any approval of the transactions contemplated by this Agreement by RFH's shareholders, there may not be, without further approval of such shareholders, any amendment of this Agreement which reduces the amount or changes the form of the consideration to be delivered to RFH's shareholders hereunder other than as contemplated by this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

8.4 Extension; Waiver. At any time prior to the Effective Time, each of the Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions of the other Party contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8.5 **Termination Fee; Expenses.** In the event that:

(i) this Agreement is terminated by RFH pursuant to Section 8.1(g) of this Agreement or by 1st Constitution and the Bank pursuant to Section 8.1(h) of this Agreement, then RFH shall pay to 1st Constitution,

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immediately upon such termination, by wire transfer of immediately available funds, the sum of (x) \$1,000,000 (the **Termination Fee**) and (y) the dollar amount of out-of-pocket expenses incurred by 1st Constitution and the Bank in connection with the transactions contemplated by this Agreement (as certified by 1st Constitution upon receipt of RFH's notice of termination or delivery of 1st Constitution's and the Bank's notice of termination, whichever is applicable), up to \$275,000 in such expenses (the **Termination Expenses**), provided, however that the sum of the Termination Fee and the Termination Expenses shall not exceed \$1,275,000 (the **Maximum Amount**);

(ii) (A) a bona fide Acquisition Proposal (whether or not conditional) shall have been made directly to RFH's shareholders or otherwise publicly disclosed or otherwise communicated or made known to any member of senior management of RFH or any member of RFH's Board of Directors, and (B) this Agreement is thereafter terminated (x) by RFH or 1st Constitution pursuant to Sections 8.1(c) or 8.1(d) of this Agreement (if RFH Shareholder Approval has not theretofore been obtained after the S-4 shall have been declared effective), or (y) by 1st Constitution and the Bank pursuant to Sections 8.1(e) or 8.1(f) of this Agreement, then RFH shall pay to 1st Constitution, within five (5) Business Days of such termination, by wire transfer of immediately available funds, the Termination Expenses; and

(iii) (A) a bona fide Acquisition Proposal (whether or not conditional) shall have been made directly to RFH's shareholders or otherwise publicly disclosed or otherwise communicated or made known to any member of senior management of RFH or any member of RFH's Board of Directors, and (B) this Agreement is thereafter terminated (x) by either 1st Constitution and the Bank, on one hand, or RFH, on the other hand, pursuant to 8.1(d) of this Agreement (if RFH Shareholder Approval has not theretofore been obtained after the S-4 shall have been declared effective), or (y) by 1st Constitution and the Bank pursuant to Sections 8.1(e) or 8.1(f) of this Agreement, then, if within 12 months after such termination, RFH or any of its Subsidiaries enters into a definitive agreement with respect to, or consummates a transaction contemplated by, any Acquisition Proposal (which, in each case, need not be the same Acquisition Proposal that shall have been made, publicly disclosed or communicated prior to termination hereof), then RFH shall pay 1st Constitution, on the earlier of the date of such execution or consummation, a fee equal to the Maximum Amount less any Termination Expenses paid to 1st Constitution pursuant to clause (ii) of this Section 8.5. For purposes of clauses (ii) and (iii) of this Section 8.5, the term **Acquisition Proposal** shall have the meaning ascribed thereto in Section 5.3(d)(i) of this Agreement except that references in Section 5.3(d)(i) to 25% shall be replaced by 50% .

ARTICLE IX

GENERAL PROVISIONS

9.1 Interpretation.

(a) The headings and captions contained in this Agreement and in any table of contents are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever the words include , includes or including are used in this Agreement, they shall be deemed to be followed by the words without limitation.

(c) The words hereof , herein and herewith and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified.

(d) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(e) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and permitted assigns.

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(f) A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(g) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

(h) All references to dollars or \$ in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement.

(i) The terms of this Section 9.1 shall apply to the RFH Disclosure Schedule and the 1st Constitution Disclosure Schedule delivered herewith and to each document included in the exhibits annexed hereto unless expressly otherwise stated therein.

9.2 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except for those covenants and agreements contained herein and therein which by their terms apply in whole or in part after the Effective Time. The provisions of Section 6.2(c), Article VIII and Article IX of this Agreement and the Confidentiality Agreements shall survive the termination of this Agreement.

9.3 Expenses. Except as otherwise provided in Section 8.5 of this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

9.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) if to 1st Constitution and the Bank, to:
1st Constitution Bank

2650 Route 130

P.O. Box 634

Cranbury, New Jersey 08512

Attn.: Robert F. Mangano

with a copy (which shall not constitute notice) to:

Day Pitney LLP

1 Jefferson Road

Parsippany, New Jersey 07054

Attn: Frank E. Lawatsch, Jr., Esq. and Michael T. Rave, Esq.

and

(b) if to RFH, to:

Rumson-Fair Haven Bank and Trust Company

20 Bingham Avenue

Rumson, New Jersey 07760

Attn.: Joseph Castelluci

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with a copy (which shall not constitute notice) to:

Sills Cummis & Gross P.C.

One Riverfront Plaza

Newark, New Jersey 07102

Attn: Ira A. Rosenberg, Esq.

9.5 Counterparts; Facsimile. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by all of the Parties and delivered to all of the Parties, it being understood that all Parties need not sign the same counterpart. Execution and delivery of this Agreement or any agreement contemplated hereby by facsimile or pdf transmission shall constitute execution and delivery of this Agreement or such agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

9.6 Entire Agreement. This Agreement (including the documents, the disclosure schedules and the instruments referred to herein), together with the Confidentiality Agreements, constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

9.7 Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of New Jersey, without regard to any applicable conflicts of law.

9.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

9.9 Publicity. Except as otherwise required by Law or the rules of the NASDAQ Global Market, so long as this Agreement is in effect, neither 1st Constitution nor RFH shall, or shall permit any of its Subsidiaries to, issue or cause the publication of any press release or other public announcement with respect to, or otherwise make any public statement concerning, the transactions contemplated by this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld.

9.10 Assignment; Parties in Interest; No Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto (whether by operation of law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided in Section 6.8 of this Agreement, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the Parties any rights or remedies hereunder. Except as otherwise expressly provided in Section 6.8 of this Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than 1st Constitution, the Bank and RFH any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. In certain instances, the representations and warranties in this Agreement may represent an

allocation between the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

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9.11 **Definitions.**

(a) For purposes of this Agreement, the following terms shall have the following meanings:

Affiliate of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person. For purposes of this definition, **control** shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

Agency means each of Fannie Mae, Freddie Mac and Ginnie Mae.

Applicable Law means collectively, any federal, state or local constitution, Law or similar legal requirement, or any directive, policy or order that is made or given at any time or from time to time by any Governmental Entity, to which RFH and/or any of its Subsidiaries is subject or which is otherwise applicable to the origination, processing, underwriting, closing, funding, insuring, selling, purchasing, servicing or subservicing of Mortgage Loans, and any applicable and valid order, verdict, judgment or consent decree.

Applicable Requirements means collectively, (i) the terms of a Mortgage Loan (including, without limitation, the related mortgage note and mortgage or other security interest), (ii) all Applicable Laws, (iii) all obligations, under any Contract, (iv) all other applicable requirements and guidelines of any Agency, Investor or Governmental Entity having jurisdiction; and (v) the reasonable and customary practices of prudent mortgage lending, underwriting, processing, origination, insuring, closing, funding, servicing, subservicing, loss mitigation, foreclosure, and real property administration firms and institutions.

Business Day means any day other than a Saturday or Sunday or any day that banks in the State of New Jersey are authorized or required to be closed.

Contract means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

GAAP means, for any Person, accounting principles generally accepted in the United States, as consistently applied by such Person.

Investor means (i) each Agency, (ii) any Person who has acquired an interest in any Mortgage Loans or with respect to which RFH has a Contract for the future sale of mortgage loans, (iii) any Person that insures or guarantees the risk of loss upon borrower default on any Mortgage Loan, including without limitation, private mortgage insurers, the Federal Housing Administration and the Veterans Administration and (iv) any Person that provides life, hazard, disability, title or other insurance with respect to any Mortgage Loan or related real property.

Knowledge means, with respect to RFH, the actual knowledge of Joseph Castelluci, Gayle S. Hoffman, F. James Hutchinson and Stephen A. Tyler and with respect to 1st Constitution, the actual knowledge of Robert F. Mangano, Joseph M. Reardon and Charles S. Crow, III.

Law means, unless the context expressly indicates otherwise, any foreign, federal, state or local statute, law, ordinance, rule, regulation, code, enactment or other statutory or legislative provision.

Lien means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale

agreement, capital lease or title retention agreement relating to such asset and (c) in the case of

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securities, any purchase option, call or preemptive right, right of first refusal or similar right of a third party with respect to such securities.

Material Adverse Effect means, with respect to any Person, any event, effect, condition, change, occurrence, development or state of circumstances that has a material adverse effect on the business, financial condition or results of operations of such Person and its Subsidiaries considered as a single enterprise or has a material adverse effect on the ability of such Person or any of its Subsidiaries to consummate the Merger; provided, however, that **Material Adverse Effect** shall not include the following, either alone or in combination, nor shall any of the following be taken into account in determining whether there has been a Material Adverse Effect: (a) effects, changes, events, developments, circumstances or conditions that generally affect the banking business; (b) general business, financial or economic conditions; (c) national or international political or social conditions, including the engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any actual or threatened military or terrorist attack, (d) changes or developments resulting or caused by natural disasters, (e) the conditions of any financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (f) changes in GAAP or regulatory accounting requirements or in the interpretation or enforcement thereof, (g) changes in Law or other binding directives issued by any Governmental Entity; (h) failure by such Person to meet internal or third party projections or forecasts or any published revenue or earnings projections for any period; provided, that this exception shall not prevent or otherwise affect any determination that any event, condition, change, occurrence, development or state of facts underlying such failure has or resulted in, or contributed to, a Material Adverse Effect; or (i) acts or omissions of such Person or its Subsidiaries carried out (or omitted to be carried out) pursuant to this Agreement; provided, however, that the foregoing clauses (a) through (g) shall not apply if such effect, change, event, development or circumstance disproportionately adversely affects RFH and its Subsidiaries, taken as a whole, or 1st Constitution and its Subsidiaries, taken as a whole, as the case may be, compared to other Persons that operate in the banking industry.

Mortgage Loans means any all loans secured by one to four family residential properties, mixed use properties (but only to the extent subject to HUD's 203(k) program), loans secured by interests in cooperatives, condominium units and units in planned unit developments owned, originated (or in the process of origination), serviced or subserved by RFH at any time, including any real property acquired in connection with the default of any mortgage loan.

Most Recent Balance Sheet means the most recent balance sheet included within RFH Financial Statements.

Order means any judicial or administrative judgment, decision, decree, order, settlement, injunction, writ, stipulation, determination or award, in each case to the extent legally binding and finally determined.

Ordinary Course of Business means, with respect to a Person, the ordinary course of business of such Person and its corporate Affiliates consistent with past custom and practice.

Permitted Liens means any (a) mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and similar Liens including all statutory Liens, arising or incurred in the Ordinary Course of Business for amounts that are not delinquent, for which appropriate reserves have been established on the Most Recent Balance Sheet in accordance with GAAP and that are not, individually or in the aggregate, material and do not detract materially from the value thereof, (b) Liens for current state and local property Taxes, assessments and other governmental charges not yet due and payable or, if due, (i) not delinquent, (ii) being contested in good faith through appropriate proceedings and (iii) for which appropriate reserves have been established on the Most Recent Balance Sheet in accordance with GAAP, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges to secure deposits and other Liens incurred in the Ordinary Course of Business and (e) in the case of Owned Properties held by RFH or its Subsidiaries, easements, covenants, rights-of-way, conditions and other restrictions or similar

matters of record affecting title to such property that

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are shown on surveys or other title records delivered to 1st Constitution's counsel (with a designation that such surveys or title records have been delivered pursuant to Section 9.11(a) of the then current draft of this Agreement).

Person or **person**, except where the context clearly indicates a reference solely to an individual, means an individual, corporation, partnership, limited liability company, trust, association, Governmental Entity or other entity.

Response Action Outcome means a document defined as such pursuant to the Administrative Requirements for Remediation of Contaminated Sites rules at N.J.A.C. 7:26C-1.3.

Subsidiary, when used with respect to any Person, means any corporation, partnership, limited liability company or other entity, whether incorporated or unincorporated, which is consolidated with such Person for financial reporting purposes. For the avoidance of doubt the Bank and each of its Subsidiaries constitute Subsidiaries of 1st Constitution.

(b) The following terms are defined in the following sections of this Agreement:

1st Constitution Common Stock	1.4(a)(i)
1st Constitution Common Stock Average Price	8.1(k)
1st Constitution Disclosure Schedule	Article IV Lead-in
1st Constitution Financial Statements	4.6
1st Constitution Initial Price	8.1(k)
1st Constitution Plans	6.7(a)
1st Constitution Ratio	8.1(k)(2)
1st Constitution Regulatory Agencies	4.5
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Insurance Agreement	3.16(g)
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Lending Manual	5.1(r)
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9.12 Legal Proceedings; Specific Performance; No Jury Trial.

(a) The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of New Jersey and the Federal courts of the United States of America located in the State of New Jersey solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the Parties irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New Jersey State or Federal court. The Parties hereby consent to and grant any such court jurisdiction over the person of the Parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.4 of this Agreement or in such other manner as may be permitted by applicable Law, shall be valid and sufficient service thereof.

(b) The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any Federal court located in the State of New Jersey or in New Jersey state court, this being in addition to any other remedy to which they are entitled at law or in equity.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED

THE IMPLICATIONS OF THIS WAIVER, (iii) EACH

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SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.12.

Signature Page Follows

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IN WITNESS WHEREOF, 1st Constitution, the Bank and RFH have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ATTEST:

1ST CONSTITUTION BANCORP

By: /s/ Joseph M. Reardon
Joseph M. Reardon
Senior Vice President and Treasurer

By: /s/ Robert F. Mangano
Robert F. Mangano
President and Chief Executive Officer

ATTEST:

1ST CONSTITUTION BANK

By: /s/ Joseph M. Reardon
Joseph M. Reardon
Senior Vice President and Treasurer

By: /s/ Robert F. Mangano
Robert F. Mangano
President and Chief Executive Officer

ATTEST:

RUMSON-FAIR HAVEN BANK AND TRUST
COMPANY

By: /s/ Gayle S. Hoffman
Gayle S. Hoffman
Senior Vice President and

Chief Financial Officer

By: /s/ Joseph Castelluci
Joseph Castelluci
President, Chief Executive Officer & General
Counsel

STATE OF NEW
JERSEY)

: ss.

COUNTY OF
MIDDLESEX)

On this 14th day of August, 2013, before me, a Notary Public for this state and county, personally came Robert F. Mangano, as President and Chief Executive Officer, and Joseph M. Reardon, as Senior Vice President and Treasurer of 1st Constitution Bancorp, and each in his capacity acknowledged this instrument to be the act and deed of 1st Constitution Bancorp and the seal affixed to it to be its seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

/s/ Roxanne Culpepper

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STATE OF NEW JERSEY)
: ss.

COUNTY OF MIDDLESEX)

On this 14th day of August, 2013, before me, a Notary Public for this state and county, personally came Robert F. Mangano, as President and Chief Executive Officer, and Joseph M. Reardon, as Senior Vice President and Treasurer of 1st Constitution Bank, and each in his capacity acknowledged this instrument to be the act and deed of 1st Constitution Bank and the seal affixed to it to be its seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

/s/ Roxanne Culpepper

STATE OF NEW JERSEY)
: ss.

COUNTY OF MONMOUTH)

On this 14th day of August, 2013, before me, a Notary Public for this state and county, personally came Joseph Castelluci, as President, Chief Executive Officer and General Counsel, and Gayle S. Hoffman, as Senior Vice President and Chief Financial Officer of Rumson-Fair Haven Bank and Trust Company, and each in his capacity acknowledged this instrument to be the act and deed of Rumson-Fair Haven Bank and Trust Company and the seal affixed to it to be its seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

/s/ Kimberly A. Erickson

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EXHIBIT B

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Execution Version

VOTING AGREEMENT

This Voting Agreement (this Agreement) is dated as of August , 2013, among 1st Constitution Bancorp, a New Jersey corporation and registered bank holding company (*1st Constitution*), 1st Constitution Bank, a New Jersey state commercial bank and the wholly-owned banking subsidiary of 1st Constitution (the *Bank*), and certain shareholders of Rumson-Fair Haven Bank and Trust Company, a New Jersey state commercial bank (*RFH*), executing this Agreement on the signature page hereto (each, a *Shareholder* and collectively, the *Shareholders*).

RECITALS

A. Concurrently with the execution of this Agreement, 1st Constitution, the Bank and RFH have entered into an Agreement and Plan of Merger (the *Merger Agreement*) which provides, among other things, for the merger (the *Merger*) of RFH with and into the Bank upon the terms and subject to the conditions set forth therein.

B. As of the date hereof, each Shareholder is the record and Beneficial Owner (as defined below) of that number of RFH Common Shares (as defined below) set forth below such Shareholder's name on the signature page hereto.

C. As a condition to 1st Constitution's willingness to enter into and perform its obligations under the Merger Agreement, each Shareholder has agreed to enter into this Agreement.

NOW THEREFORE, the parties hereto agree as follows:

I. CERTAIN DEFINITIONS

1.1 Capitalized Terms. Capitalized terms used in this Agreement and not defined herein have the meanings ascribed to such terms in the Merger Agreement.

1.2 Other Definitions. For the purposes of this Agreement:

Beneficial Owner or *Beneficial Ownership* with respect to any securities means having beneficial ownership of such securities (as determined pursuant to Rule 13d-3 under the Securities Exchange Act of 1934, as amended).

Permitted Transferee means, with respect to any Shareholder, (i) an Affiliate of such Shareholder, (ii) any of the lawful issue of such Shareholder, (iii) the spouse of such Shareholder, (iv) any trust, partnership, custodianship or other fiduciary account established for the exclusive benefit of such Permitted Transferee, or (v) any member, partner, shareholder or other equityholder of such Shareholder.

RFH Common Share means a share of common stock, par value \$2.00 per share, of RFH, including for purposes of this Agreement all shares or other voting securities into which any RFH Common Share may be reclassified, sub-divided, consolidated or converted and any rights and benefits arising therefrom (including any dividends or distributions of securities which may be declared in respect of RFH Common Shares).

Transfer means, with respect to a security, the sale, grant, assignment, transfer, pledge, hypothecation, encumbrance, constructive sale, or other disposition of such security or the Beneficial Ownership thereof, or the entry into of any contract, agreement or other obligation to effect any of the foregoing, including, for purposes of this Agreement, the transfer or sharing of any voting power of such security.

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II. SUPPORT OBLIGATIONS OF THE SHAREHOLDER

2.1 **Agreement to Vote.** Each Shareholder irrevocably and unconditionally agrees that from and after the date hereof, at any meeting (whether annual or special, and at each adjourned or postponed meeting) of shareholders of RFH, however called, or in connection with any written consent of RFH's shareholders, each Shareholder will (x) appear at each such meeting or otherwise cause all of its Owned Shares, as hereinafter defined, to be counted as present thereat for purposes of calculating a quorum, and respond to each request by RFH for written consent, if any, and (y) vote (or consent), or cause to be voted (or validly execute and return and cause consent to be granted with respect to), all of such Shareholder's RFH Common Shares Beneficially Owned by such Shareholder as of the applicable record date (including any RFH Common Shares that such Shareholder may acquire after the date hereof, but less any RFH Common Shares transferred in accordance with Section 2.3 hereof, ***Owned Shares***) and all other voting securities of or equity interests in RFH Beneficially Owned by such Shareholder: (i) in favor of the adoption of the Merger Agreement (whether or not recommended by the Board of Directors of RFH), and (ii) against any action, agreement, transaction or proposal that (A) is made in opposition to, or in competition or inconsistent with, the Merger or the Merger Agreement, (B) relates to an Acquisition Proposal or Superior Proposal, or (C) could otherwise prevent, impede or delay the consummation of the Merger or the other transactions contemplated by the Merger Agreement.

2.2 **No Solicitation.** Each Shareholder agrees that such Shareholder will comply with (i) Section 5.3(a) of the Merger Agreement, and (ii) the first sentence of Section 5.3(c) of the Merger Agreement.

2.3 **Fiduciary Duties.** Nothing contained in this Agreement shall be deemed to apply to, or limit in any manner, the obligations of any Shareholder to comply with whatever fiduciary duties he or she may have as a director, officer or employee of RFH and none of the terms of this Agreement shall be deemed to prohibit or prevent any director or executive officer from exercising his or her fiduciary obligations in the context of a Superior Proposal pursuant to Section 5.3 of the Merger Agreement.

2.4 **Restrictions on Transfer.** Except as otherwise agreed to by 1st Constitution and except as contemplated by the Merger Agreement, each Shareholder agrees from and after the date hereof not to (a) tender into any tender or exchange offer or otherwise directly or indirectly Transfer any Owned Shares (or any rights, options or warrants to acquire RFH Common Shares), or (b) grant any proxies with respect to such Shareholder's Owned Shares, deposit such Shareholder's Owned Shares into a voting trust, enter into a voting agreement with respect to any of such Shareholder's Owned Shares or otherwise restrict the ability of such Shareholder freely to exercise all voting rights with respect thereto. Notwithstanding the foregoing, the following transfers shall be permitted: (a) transfers by will or operation of law; (b) any transfer to a Permitted Transferee, subject to the Permitted Transferee first agreeing in writing to be bound by the terms of this Agreement; (c) the withholding of RFH Common Shares by RFH to satisfy tax obligations upon the vesting of any shares of restricted stock or the exercise of stock options; and (d) such transfers as 1st Constitution may otherwise permit in its sole discretion. Any action attempted to be taken in violation of this Section 2.3 will be null and void. If so requested by 1st Constitution, each Shareholder agrees that the certificates representing Owned Shares shall bear a legend stating that they are subject to this Agreement.

2.5 **1st Constitution Common Stock.** Each Shareholder agrees that, during the period beginning on the date hereof and ending on the earlier of the Closing Date and the termination of the Merger Agreement, such Shareholder will not, and will not authorize or permit any of its Affiliates to or solicit or encourage any other person to, purchase, sell, contract to purchase, contract to sell, pledge, hedge, grant any option to purchase, make any short sale, Transfer or otherwise dispose of or acquire any 1st Constitution Common Stock, or any securities convertible into, exchangeable for or that represent the right to receive 1st Constitution Common Stock, whether now owned or hereinafter acquired, owned directly by such Shareholder (including holding as a custodian) or with respect to which such Shareholder has Beneficial Ownership.

III. GENERAL

3.1 Governing Law. This Agreement and any controversies arising with respect hereto shall be construed in accordance with and governed by the laws of the State of New Jersey (without regard to principles of conflict of laws that would apply the law of another jurisdiction).

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3.2 Amendments. This Agreement may not be amended except by written agreement signed by 1st Constitution and by each Shareholder.

3.3 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement.

3.4 Counterparts; Execution. This Agreement may be executed in any number of counterparts, all of which are one and the same agreement. This Agreement may be executed by facsimile signature by any party and such signature is deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

3.5 Effectiveness and Termination. This Agreement will become effective when 1st Constitution has received counterparts signed by all of the other parties and itself and shall terminate on the date that the Merger is approved by RFH shareholders. In the event the Merger Agreement is terminated in accordance with its terms, this Agreement shall automatically terminate and be of no further force or effect. If the Merger Agreement is amended to decrease the Aggregate Merger Consideration or to decrease the Merger Consideration for any Shareholder, (x) 1st Constitution shall give written notice of such amendment to each Shareholder within one (1) business day after the public announcement of such amendment, and (y) each Shareholder shall have the right to terminate this Agreement, provided that such Shareholder sends notice to 1st Constitution and the other Shareholders of such Shareholder's election to terminate not later than ten (10) business days after the public announcement of such amendment, in which case the term of this Agreement shall end on the date 1st Constitution receives such notice of such Shareholder's election to terminate. Upon any such termination pursuant to this Section 3.5, except for any rights any party may have in respect of any breach by any other party of its or his obligations hereunder, none of the parties hereto shall have any further obligation or liability hereunder.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed as of the date first above written.

1st CONSTITUTION BANCORP

By:

Name: Robert F. Mangano

Title: President and CEO

(Shareholder signature pages follow)

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SHAREHOLDERS

Shareholder:
Signature:
Title, if applicable:
Owned Shares:
Notice Address:

Shareholder:
Signature:
Title, if applicable:
Owned Shares:
Notice Address:

Shareholder:
Signature:
Title, if applicable:
Owned Shares:
Notice Address:

Shareholder:
Signature:
Title, if applicable:
Owned Shares:
Notice Address:

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EXHIBIT C

Exhibit C

The Principal Office and Branch Offices of Rumson-Fair Haven Bank and Trust Company

Fair Haven Office (Principal Office)

636 River Road

Fair Haven, NJ 07704

Asbury Park Office

511 Cookman Avenue

Asbury Park, NJ 07712

Oceanport Office

251 East Main Street

Oceanport, NJ 07757

Rumson Office

20 Bingham Avenue

Rumson, NJ 07760

Shrewsbury Office

500 Broad Street

Shrewsbury, NJ 07702

The Principal Office and Branch Offices of 1st Constitution Bank

Main Office (Principal Office)

2650 Route 130

Cranbury, New Jersey 08512

Fort Lee Office

180 Main Street

Fort Lee, New Jersey 07024

Hamilton Office

3659 Nottingham Way

Hamilton, New Jersey 08690

Hightstown Office

140 Mercer Street

Hightstown, New Jersey 08520

Hillsborough Office

32 New Amwell Road

Hillsborough, New Jersey 08844

Hopewell Office

86 East Broad Street

Hopewell, New Jersey 08525

Jamesburg Office

1 Harrison Street

Jamesburg, New Jersey 08831

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Lawrenceville Office

150 Lawrenceville-Pennington Road

Lawrenceville, New Jersey 08648

Perth Amboy Office

145 Fayette Street

Perth Amboy, New Jersey 08861

Plainsboro Office

Plainsboro Plaza Shopping Center

11 Shalks Crossing Road

Plainsboro, New Jersey 08536

Princeton Office

The Windrows at Princeton Forrestal

2000 Windrow Drive

Princeton, New Jersey 08540

Rocky Hill Office

995 Route 518

Skillman, New Jersey 08558

Village Office

74 North Main Street

Cranbury, New Jersey 08512

West Windsor Office

44 Washington Road

Princeton Jct, New Jersey 08550

The Principal Office and Branch Offices of the Surviving Entity

Main Office (Principal Office)

2650 Route 130

Cranbury, New Jersey 08512

Asbury Park Office

511 Cookman Avenue

Asbury Park, NJ 07712

Fair Haven Office

636 River Road

Fair Haven, NJ 07704

Fort Lee Office

180 Main Street

Fort Lee, New Jersey 07024

Hamilton Office

3659 Nottingham Way

Hamilton, New Jersey 08690

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Hightstown Office

140 Mercer Street

Hightstown, New Jersey 08520

Hillsborough Office

32 New Amwell Road

Hillsborough, New Jersey 08844

Hopewell Office

86 East Broad Street

Hopewell, New Jersey 08525

Jamesburg Office

1 Harrison Street

Jamesburg, New Jersey 08831

Lawrenceville Office

150 Lawrenceville-Pennington Road

Lawrenceville, New Jersey 08648

Oceanport Office

251 East Main Street

Oceanport, NJ 07757

Perth Amboy Office

145 Fayette Street

Perth Amboy, New Jersey 08861

Plainsboro Office

Plainsboro Plaza Shopping Center

11 Shalks Crossing Road

Plainsboro, New Jersey 08536

Princeton Office

The Windrows at Princeton Forrestal

2000 Windrow Drive

Princeton, New Jersey 08540

Rocky Hill Office

995 Route 518

Skillman, New Jersey 08558

Rumson Office

20 Bingham Avenue

Rumson, NJ 07760

Shrewsbury Office

500 Broad Street

Shrewsbury, NJ 07702

Village Office

74 North Main Street

Cranbury, New Jersey 08512

West Windsor Office

44 Washington Road

Princeton Jct, New Jersey 08550

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ANNEX B

August 14, 2013

The Board of Directors

Rumson-Fair Haven Bank & Trust Company

20 Bingham Avenue

Rumson, NJ 07760

Members of the Board:

You have requested the opinion of Keefe, Bruyette & Woods, Inc. (KBW or we) as investment bankers as to the fairness, from a financial point of view, to the stockholders of Rumson-Fair Haven Bank & Trust Company (Rumson) of the Merger Consideration (as defined below) to be received by such stockholders in the proposed merger (the Merger) of Rumson with and into Constitution Bank (the Bank Subsidiary), a wholly-owned subsidiary of 1st Constitution Bancorp (1st Constitution). The terms of the Merger are set forth in the draft Agreement and Plan of Merger, dated as of August 8, 2013, by and between Rumson, the Bank Subsidiary and 1st Constitution (the Agreement). Pursuant to the terms of the Agreement, each share of common stock, par value \$2.00 per share, of Rumson (the Common Shares) issued and outstanding immediately prior to the Effective Time (as defined in the Agreement), other than Common Shares constituting treasury stock or owned directly or indirectly by Rumson or 1st Constitution or by any of their respective subsidiaries (other than shares owned in a fiduciary capacity) will cease to be outstanding and shall be converted into and become the right to receive, at the election of the holder of such Common Shares, (i) 0.7772x shares of common stock, no par value per share, of 1st Constitution (the Stock Consideration), (ii) cash in an amount equal to \$7.50 (the Cash Consideration) or (iii) a combination of the Cash Consideration and the Stock Consideration, all as more fully described in the Agreement. The Cash Consideration and Stock Consideration are referred to herein collectively as the Merger Consideration.

KBW has acted as financial advisor to Rumson and not as an advisor to or agent of any other person. As part of our investment banking business, we are continually engaged in the valuation of bank and bank holding company securities in connection with acquisitions, negotiated underwritings, secondary distributions of listed and unlisted securities, private placements and valuations for various other purposes. As specialists in the securities of banking companies, we have experience in, and knowledge of, the valuation of the banking enterprises. In the ordinary course of our business as a broker-dealer, we may, from time to time purchase securities from, and sell securities to, Rumson and 1st Constitution and their affiliates, and as a market maker in securities, we may from time to time have a long or short position in, and buy or sell, debt or equity securities of Rumson or 1st Constitution for our own account and for the accounts of our customers. To the extent we have any such position as of the date of this opinion it has been disclosed to the board of directors of Rumson. We have acted exclusively for the board of directors of Rumson in rendering this fairness opinion and will receive a fee from Rumson for our services. A portion of our fee is contingent upon the successful completion of the Merger.

During the past two years, we have provided investment banking and financial advisory services to Rumson but have not received compensation for such services. KBW has not provided investment banking and financial advisory

services to 1st Constitution in the past two years. We also may in the future provide investment banking and financial advisory services to 1st Constitution and receive compensation for such services.

Keefe, Bruyette & Woods, Inc. 787 Seventh Avenue, New York, NY 10019

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The Board of Directors - Rumson-Fair Haven Bank & Trust Co.

August 14, 2013

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In connection with this opinion, we have reviewed, analyzed and relied upon material bearing upon the financial and operating condition of Rumson and 1st Constitution and the Merger, including among other things, the following: (i) a draft of the Agreement dated August 8, 2013 (the most recent draft made available to us); (ii) the Annual Reports to Stockholders of Rumson for the three years ended December 31, 2012 and the 2012 Proxy Statement of Rumson; (iii) the Annual Reports on Form 10-K for the three years ended December 31, 2012 of 1st Constitution; (iv) certain interim reports to stockholders and Quarterly Reports of Rumson, including the Quarterly report for the three months ended March 31, 2013; (v) certain interim reports to stockholders and quarterly reports of 1st Constitution, including the Quarterly Report on Form 10-Q of 1st Constitution for the three months ended March 31, 2013; (vi) certain other communications from Rumson and 1st Constitution to their respective stockholders; and (vii) other financial information concerning the businesses and operations of Rumson and 1st Constitution furnished to us by Rumson and 1st Constitution for purposes of our analysis. Our consideration of financial information and other factors that we deemed appropriate under the circumstances or relevant to our analyses included, among others, the following: (i) the historical and current financial position and results of operations of Rumson and 1st Constitution; (ii) the assets and liabilities of Rumson and 1st Constitution; (iii) the nature and terms of certain other merger transactions and business combinations in the banking industry; and (iv) a comparison of certain financial and stock market information for Rumson and 1st Constitution with similar information for certain other companies the securities of which are publicly traded. We have also performed such other studies and analyses as we considered appropriate and have taken into account our assessment of general economic, market and financial conditions and our experience in other transactions, as well as our experience in securities valuation and knowledge of the banking industry generally. We have also held discussions with senior management of Rumson and 1st Constitution regarding the past and current business operations, regulatory relations, financial condition and future prospects of their respective companies and such other matters as we have deemed relevant to our inquiry.

In conducting our review and arriving at our opinion, we have relied upon and assumed the accuracy and completeness of all of the financial and other information provided to us or publicly available and we have not independently verified the accuracy or completeness of any such information or assumed any responsibility or liability for such verification, accuracy or completeness. We have relied upon the management of Rumson and 1st Constitution as to the reasonableness and achievability of the financial and operating forecasts and projections (including, without limitation, potential cost savings and operating synergies realized by a potential acquirer) prepared by and provided to us by management of Rumson and 1st Constitution (and the assumptions and bases therefor), and we have assumed, at the direction of Rumson and 1st Constitution that such forecasts and projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of each such management and that such forecasts and projections will be realized in the amounts and in the time periods currently estimated by each such management and that they provide a reasonable basis upon which we could form our opinion. Such forecasts and projections were not prepared with the expectation of public disclosure. All such projected financial information is based on numerous variables and assumptions that are inherently uncertain, including, without limitation, factors related to general economic and competitive conditions. Accordingly, actual results could vary significantly from those set forth in such projected financial information. We have relied on this projected information without independent verification or analysis and do not in any respect assume any responsibility or liability for the accuracy or completeness thereof.

We also assumed that there were no material changes in the assets, liabilities, financial condition, results of operations, business or prospects of either Rumson or 1st Constitution since the date of the last financial statements of each such entity that were made available to us. We are not experts in the independent verification of the adequacy of allowances for loan and lease losses and we have assumed, without independent verification and with your consent, that the aggregate allowances for loan and lease losses for Rumson and 1st Constitution

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The Board of Directors - Rumson-Fair Haven Bank & Trust Co.

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are adequate to cover such losses. In rendering our opinion, we have not made or obtained any evaluations or appraisals or physical inspection of the property, assets or liabilities of Rumson or 1st Constitution, the collateral securing any of such assets or liabilities, or the collectability of any such assets, nor have we examined any individual loan or credit files, nor did we evaluate the solvency, financial capability or fair value of Rumson or 1st Constitution under any state or federal laws, including those relating to bankruptcy, insolvency or other matters. Estimates of values of companies and assets do not purport to be appraisals or necessarily reflect the prices at which companies or assets may actually be sold. Because such estimates are inherently subject to uncertainty, we assume no responsibility or liability for their accuracy.

We have assumed, in all respects material to our analyses, the following: (i) that the Merger will be completed substantially in accordance with the terms set forth in the Agreement (the final terms of which will not differ in any respect material to our analyses from the draft reviewed) with no additional payments or adjustments to the Merger Consideration; (ii) that the representations and warranties of each party in the Agreement and in all related documents and instruments referred to in the Agreement are true and correct; (iii) that each party to the Agreement and all related documents will perform all of the covenants and agreements required to be performed by such party under such documents; (iv) that there are no factors that would delay or subject to any adverse conditions any necessary regulatory or governmental approval and that all conditions to the completion of the Merger will be satisfied without any waivers or modifications to the Agreement; and (v) that in the course of obtaining the necessary regulatory, contractual, or other consents or approvals for the Merger, no restrictions, including any divestiture requirements, termination or other payments or amendments or modifications, will be imposed that will have a material adverse effect on the future results of operations or financial condition of the combined entity or the contemplated benefits of the Merger, including the cost savings, revenue enhancements and related expenses expected to result from the Merger. We have assumed that the Merger will be consummated in a manner that complies with the applicable provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and all other applicable federal and state statutes, rules and regulations. We have further assumed that Rumson has relied upon the advice of its counsel, independent accountants and other advisors (other than KBW) as to all legal, financial reporting, tax, accounting and regulatory matters with respect to Rumson, the Merger and the Agreement.

This opinion addresses only the fairness, from a financial point of view, as of the date hereof, to the holders of the Common Shares of the Merger Consideration in the Merger. We express no view or opinion as to any terms or other aspects of the Merger, including without limitation, the form or structure of the Merger, any consequences of the Merger to Rumson, its stockholders, creditors or otherwise, or any terms, aspects or implications of any voting, support, stockholder or other agreements, arrangements or understandings contemplated or entered into in connection with the Merger or otherwise. Our opinion is necessarily based upon conditions as they exist and can be evaluated on the date hereof and the information made available to us through the date hereof. It is understood that subsequent developments may affect the conclusion reached in this opinion and that KBW does not have an obligation to update, revise or reaffirm this opinion. Our opinion does not address, and we express no view or opinion with respect to, (i) the underlying business decision of Rumson to engage in the Merger or enter into the Agreement, (ii) the relative merits of the Merger as compared to any strategic alternatives that are, have been or may be available to or contemplated by Rumson or the Rumson board of directors, (iii) the fairness of the amount or nature of any

compensation to any of Rumson's officers, directors or employees, or any class of such persons, relative to the compensation to the public holders of Common Shares, (iv) the treatment of, the effect of the Merger on, or the fairness of the consideration to be received by, holders of any class of securities of Rumson other than the Common Shares, or any class of securities of any other party to any transaction contemplated by the Agreement, (v) whether 1st Constitution has sufficient cash, available lines of credit or other sources of funds to enable it to pay the Cash Consideration component of the Merger

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The Board of Directors - Rumson-Fair Haven Bank & Trust Co.

August 14, 2013

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Consideration to the holders of Common Shares at the closing of the Merger, (vi) the election by holders of Common Shares to receive the Stock Consideration or the Cash Consideration, or any combination thereof, or the actual allocation of the Merger Consideration between the Stock Consideration and the Cash Consideration among holders of Common Shares (including, without limitation, any re-allocation of the Merger Consideration pursuant to the Agreement), (vii) any advice or opinions provided by any other advisor to any of the parties to the Merger or any other transaction contemplated by the Agreement, or (viii) any legal, regulatory, accounting, tax or similar matters relating to Rumson, 1st Constitution, their respective stockholders, or relating to or arising out of the Merger, including whether or not the Merger would qualify as a tax-free reorganization for United States federal income tax purposes.

In addition, this opinion does not in any manner address the prices at which 1st Constitution common stock will trade following the consummation of the Merger and we express no view or opinion as to how the stockholders of Rumson should vote at the stockholders meeting to be held in connection with the Merger.

This opinion has been reviewed and approved by our Fairness Opinion Committee in conformity with our policies and procedures established under the requirements of Rule 5150 of the Financial Industry Regulatory Authority. This opinion may not be published or otherwise used or referred to, nor shall any public reference to KBW be made, without our prior written consent.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Merger Consideration in the Merger is fair, from a financial point of view, to holders of the Common Shares.

Very truly yours,

Keefe, Bruyette & Woods, Inc.

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ANNEX C

§ 17:9A-140 through § 17:9A-146 of the New Jersey Banking Act of 1948, as amended Dissenters Rights

§ 17:9A-140. Rights of dissenting stockholders: settlement by agreement

A. A stockholder who

(1) is entitled to vote at the meeting of stockholders prescribed by section 137; and who

(2) serves a written notice of dissent from the merger agreement, in the manner, at the place, and within the time prescribed in subsections B and C of this section; and who

(3) does not vote to approve the merger agreement at the meeting prescribed by section 137, or at any adjournment thereof,

may, within thirty days after the filing of the agreement in the department as provided by section 137, serve a demand upon the receiving bank at its principal office, for the payment to him of the value of his shares of stock. The receiving bank may, within ten days after the receipt of such demand, offer to pay the stockholder a sum for his shares, which, in the opinion of the board of directors of the receiving bank, does not exceed the amount which would be paid upon such shares if the business and assets of the bank whose stock such stockholder holds were liquidated on the day of the filing of the agreement pursuant to section 137.

B. Service of the notice of dissent prescribed by paragraph (2) of subsection A of this section shall be made at the principal office of the bank whose stock is held by the dissenting stockholder, and shall be made not later than the third day prior to the day fixed for the meeting of the stockholders of such bank pursuant to section 137.

C. Service of the notice of dissent and of the demand for payment prescribed by this section may be made by registered mail or personally by the dissenting stockholder or his agent.

§ 17:9A-141. Appointment of appraisers

If a stockholder fails to accept the sum offered for his shares pursuant to section one hundred forty, he may, within three weeks after the receipt by him of the bank's offer of payment, or, if no offer is made by the bank, within three weeks after the date upon which his demand was served upon the bank as specified in section one hundred forty, institute an action in the Superior Court for the appointment of a board of three appraisers to determine the value of his shares of stock as of the day of the filing of the merger agreement pursuant to section one hundred thirty-seven. The court may proceed in the action in a summary manner or otherwise. Any other stockholder who has the right to institute a similar action may intervene. The court shall, in respect to any one bank, appoint a single board of three appraisers to determine the value of the shares of all stockholders of such bank who are parties to such action.

§ 17:9A-142. Duties of appraisers; report; objections; compensation; vacancies

A. The appraisers shall be sworn to the faithful discharge of their duties. They shall meet at such place or places, and shall give such notice of their meetings as the court may prescribe. The bank and each stockholder who is a party to the action instituted pursuant to section one hundred forty-one, may be represented by attorneys in the proceedings before such appraisers, and may present such evidence to them as shall be material to the issue. The determination of any two of the appraisers shall control. Upon the conclusion of their deliberations, the appraisers shall file in the

Superior Court a report and appraisal of the value of the shares of stock, and shall mail a copy thereof to the bank and to each stockholder who is a party to said action.

B. The bank and each stockholder who is a party to said action shall have ten days after the filing of the report and appraisal within which to object thereto in the Superior Court. In the absence of any objections, the

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report and appraisal shall be binding upon the bank and upon such stockholders, and the bank shall pay each such stockholder the value of his shares, as reported by the appraisers, with interest from the date of the filing of the merger agreement pursuant to section one hundred thirty-seven, at such rate, not in excess of the legal rate, as shall be fixed by the appraisers. If objections are made, the court shall make such order or judgment thereon as shall be just.

C. The Superior Court shall fix the compensation of the appraisers, which shall be paid by the bank, and shall be vested with full jurisdiction over all matters arising out of an action instituted pursuant to section one hundred forty-one. In the case of a vacancy in the board of appraisers, the Superior Court shall, on its own motion, or upon motion of a stockholder, or of the receiving bank, fill such vacancy.

§ 17:9A-143. Assignment of stock to bank

Upon payment by the bank of the value of shares of stock pursuant to this article, the holder thereof shall assign such shares to the bank.

§ 17:9A-144. Effect of stockholder's failure to act

A stockholder who fails to act pursuant to sections 140 or 141 shall be forever barred from bringing any action to enforce his right to be paid the value of his shares in lieu of continuing his status as a stockholder in the receiving bank.

§ 17:9A-145. Obligation of bank to pay stockholder

An offer by the bank and an acceptance thereof by the stockholder pursuant to section 140 and the determination of value upon proceedings brought pursuant to sections 141 and 142 shall constitute a debt of the receiving bank for the recovery of which an action will lie.

§ 17:9A-146. Action to enjoin merger

A. A stockholder may, not later than five days prior to the date of the meeting called pursuant to section one hundred thirty-seven institute an action in the Superior Court to enjoin the merger on the ground that the agreement is unfair or inequitable, or contrary to law. The court may proceed in the action in a summary manner or otherwise.

B. A stockholder who fails to institute an action as specified in subsection A of this section shall thereafter be forever barred from bringing any action to enjoin, set aside, or otherwise affect such merger.

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PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Limitation of Liability of Directors and Officers. The Registrant's certificate of incorporation contains provisions that may limit the liability of any director or officer of the Registrant to the Registrant or its shareholders for damages for an alleged breach of any duty owed to the Registrant or its shareholders. This limitation will not relieve an officer or director from liability based on any act or omission (i) in breach of such person's duty of loyalty to the Registrant or its shareholders; (ii) not in good faith or involving a knowing violation of law; or (iii) resulting in receipt by such officer or director of an improper personal benefit. These provisions are explicitly permitted by Section 14A:2-7(3) of the New Jersey Business Corporation Act.

Indemnification of Directors, Officers, Employees and Agents. The Registrant's certificate of incorporation provides that the Registrant will indemnify to the full extent from time to time permitted by law, any person made, or threatened to be made, a party to, or a witness or other participant in, any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative, arbitrative, legislative, investigative or of any other kind, by reason of the fact that such person is or was a director, officer, employee or other agent of the Registrant or any subsidiary of the Registrant or serves or served any other enterprise at the request of the Registrant against expenses, judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding and any appeal therein. The Federal Deposit Insurance Act generally prohibits indemnification of a holding company's directors and officers for any penalty or judgment resulting from any administrative or civil action instituted by a federal banking agency.

Section 14A:3-5 of the New Jersey Business Corporation Act empowers a corporation to indemnify a corporate agent against its expenses and liabilities incurred in connection with any proceeding (other than a derivative lawsuit) involving the corporate agent by reason of his being or having been a corporate agent if (a) the agent acted in good faith and in a manner that the agent reasonably believed to be in or not opposed to the best interests of the corporation, and (b) with respect to any criminal proceeding, the corporate agent had no reasonable cause to believe its conduct was unlawful. For purposes of the New Jersey Business Corporation Act, the term "corporate agent" includes any present or former director, officer, employee or agent of the corporation, and a person serving as a "corporate agent" for any other enterprise at the request of the corporation.

With respect to any derivative action, the Registrant is empowered to indemnify a corporate agent against its expenses (but not its liabilities) incurred in connection with any proceeding involving the corporate agent by reason of the agent being or having been a corporate agent if the agent acted in good faith and in a manner that the agent reasonably believed to be in or not opposed to the best interests of the Registrant. However, only the court in which the proceeding was brought can empower a corporation to indemnify a corporate agent against expenses with respect to any claim, issue or matter as to which the agent was adjudged liable to the corporation.

The Registrant may indemnify a corporate agent in a specific case if a determination is made by any of the following that the applicable standard of conduct was met: (i) the board of directors, or a committee thereof, acting by a majority vote of a quorum consisting of disinterested directors; (ii) by independent legal counsel if there is not a quorum of disinterested directors or if the disinterested quorum empowers counsel to make the determination; or (iii) by the shareholders.

A corporate agent is entitled to mandatory indemnification to the extent that the agent is successful on the merits or otherwise in any proceeding, or in defense of any claim, issue or matter in the proceeding. If a corporation fails or refuses to indemnify a corporate agent, whether the indemnification is permissive or mandatory, the agent may apply to a court to grant the agent the requested indemnification. In advance of the final disposition of a proceeding, the corporation may pay an agent's expenses if the agent agrees to repay the expenses if it is ultimately determined that the agent is not entitled to indemnification.

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Insurance. The Registrant maintains insurance policies insuring the Registrant's directors and officers against liability for wrongful acts or omissions arising out of their positions as directors and officers, subject to certain limitations.

Item 21. Exhibits and Financial Statement Schedules.**(a) Exhibits.**

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of August 14, 2013, by and between the Registrant and Rumson-Fair Haven Bank and Trust Company. See Annex A of the proxy statement/prospectus included in this registration statement.
3.1(i)(A)	Certificate of Incorporation of the Registrant (conformed copy) (incorporated by reference to Exhibit 3(i)(A) to the Registrant's Form 10-K filed with the SEC on March 27, 2009)
3.1(i)(B)	Certificate of Amendment to the Certificate of Incorporation increasing the number of shares designated as Series A Junior Participating Preferred Stock (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed with the SEC on December 23, 2008)
3.1(i)(C)	Certificate of Amendment to the Certificate of Incorporation establishing the terms of the Fixed Rate Cumulative Perpetual Preferred Stock, Series B (incorporated by reference to Exhibit 3.2 to the Registrant's Form 8-K filed with the SEC on December 23, 2008)
3(ii)(A)	Bylaws of 1st Constitution (conformed copy) (incorporated by reference to Exhibit 3(ii)(A) to 1st Constitution's Form 8-K filed with the SEC on October 22, 2007)
4.1	Specimen Share of Common Stock (incorporated by reference to Exhibit 4.1 to 1st Constitution's Form 10-KSB (SEC File No. 000-32891) filed with the SEC on March 22, 2002)
4.2	Rights Agreement, dated as of March 18, 2004, between 1st Constitution Bancorp and Registrar and Transfer Company, as Rights Agent (incorporated by reference to Exhibit 4.5 to 1st Constitution's Form 8-A12G (SEC File No. 000-32891) filed with the SEC on March 18, 2004)
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4.4	Subscription Agent Agreement, dated as of September 5, 2012, between 1st Constitution Bancorp and Registrar and Transfer Company (incorporated by reference to Exhibit 4.4 to 1st Constitution's Current Report on Form 8-K filed with the SEC on September 6, 2012)
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4.6	Warrant, dated November 23, 2011, to purchase shares of 1st Constitution Bancorp common stock (incorporated by reference to Exhibit 4.6 to 1st Constitution's Form 10-K filed with the SEC on March 22, 2013)

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- 5.1* Opinion of Day Pitney LLP.
- 8.1* Opinion of Day Pitney LLP, concerning tax matters.
- 10.1 1st Constitution Bancorp Supplemental Executive Retirement Plan, dated as of October 1, 2002 (Incorporated by reference to Exhibit 10.1 to 1st Constitution s Form 10-QSB (SEC File No. 000-32891) filed with the SEC on November 13, 2002)
- 10.2 Amended and Restated 1st Constitution Bancorp Directors Insurance Plan, effective as of June 16, 2005 (incorporated by reference to Exhibit No. 10 to 1st Constitution s Form 8-K (SEC File No. 000-32891) filed with the SEC on March 24, 2006)

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Exhibit No.	Description
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10.5	Directors Stock Option and Restricted Stock Plan (incorporated by reference to Exhibit No. 6.4 to 1st Constitution's Form 10-SB (SEC File No. 000-32891) filed with the SEC on June 15, 2001)
10.6	Amendment No. 1 to 1st Constitution Bancorp Supplemental Executive Retirement Plan, effective January 1, 2004 (incorporated by reference to Exhibit 10.12 to 1st Constitution's Form 10-Q (SEC File No. 000-32891) filed with the SEC on August 11, 2004)
10.7	Change of Control Agreement, effective as of April 1, 2004, by and between 1st Constitution's and Joseph M. Reardon (incorporated by reference to Exhibit 10.13 to 1st Constitution's Form 10-Q (SEC File No. 000-32891) filed with the SEC on August 11, 2004)
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10.9	Form of Restricted Stock Agreement under the 1st Constitution Bancorp Employee Stock Option and Restricted Stock Plan (incorporated by reference to Exhibit 10.15 to 1st Constitution's Form 8-K (SEC File No. 000-32891) filed with the SEC on December 22, 2004)
10.10	The 1st Constitution Bancorp 2005 Equity Incentive Plan (incorporated by reference to Appendix A of 1st Constitution's proxy statement (SEC File No. 000-32891) filed with the SEC on April 15, 2005)
10.11	Form of Restricted Stock Agreement under the 1st Constitution Bancorp 2005 Equity Incentive Plan (incorporated by reference to Exhibit 10.18 to 1st Constitution's Form 10-Q (SEC File No. 000-32891) filed with the SEC on August 8, 2005)
10.12	Form of Nonqualified Stock Option Agreement under the 1st Constitution Bancorp 2005 Equity Incentive Plan (incorporated by reference to Exhibit 10.19 to the Company's Form 10-Q (SEC File No. 000-32891) filed with the SEC on August 8, 2005)
10.13	Form of Incentive Stock Option Agreement under the 1st Constitution Bancorp 2005 Equity Incentive Plan (incorporated by reference to Exhibit 10.20 to 1st Constitution's Form 10-Q (SEC File No. 000-32891) filed with the SEC on August 8, 2005)
10.14	1st Constitution Bancorp 2006 Directors Stock Plan (incorporated by reference to Exhibit 10.1 to 1st Constitution's Form 8-K (SEC File No. 000-32891) filed with the SEC on May 19, 2006)
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filed with the SEC on May 19, 2006)

10.17

Amended and Restated Declaration of Trust of 1st Constitution Capital Trust II, dated as of June 15, 2006, among 1st Constitution Bancorp, as sponsor, the Delaware and institutional trustee named therein, and the administrators named therein (incorporated by reference to Exhibit 10.1 to 1st Constitution's Form 8-K (SEC File No. 000-32891) filed with the SEC on June 16, 2006)

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Exhibit No.	Description
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10.19	Guarantee Agreement, dated as of June 15, 2006, between 1st Constitution Bancorp and the guarantee trustee named therein (incorporated by reference to Exhibit 10.3 to 1st Constitution's Form 8-K (SEC File No. 000-32891) filed with the SEC on June 16, 2006)
10.20	Amendment No. 2 to 1st Constitution Bancorp Supplemental Executive Retirement Plan, effective as of December 31, 2004 (incorporated by reference to Exhibit 10.24 to 1st Constitution's Form 10-K filed with the SEC on April 15, 2008)
10.21	1st Constitution Bancorp 2005 Supplemental Executive Retirement Plan, effective as of January 1, 2005 (incorporated by reference to Exhibit 10.1 to 1st Constitution's Form 8-K (SEC File No. 000-32891) filed with the SEC on December 28, 2006)
10.22	Letter Agreement, dated December 23, 2008, including Securities Purchase Agreement - Standard Terms incorporated by reference therein, between 1st Constitution Bancorp and the U.S. Department of the Treasury (incorporated by reference to Exhibit 10 to 1st Constitution's Form S-3 filed with the SEC on January 29, 2009)
10.23	Amended and Restated Employment Agreement between 1st Constitution and Robert F. Mangano dated as of July 1, 2010 (incorporated by reference to Exhibit 10 to 1st Constitution's Form 8-K filed with the SEC on July 14, 2010)
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21	Subsidiaries of 1st Constitution (incorporated by reference to Exhibit 21 to 1st Constitution's Form 10-K filed with the SEC on March 22, 2013)
23.1	Consent of ParenteBeard LLC.
23.2	Consent of Day Pitney LLP (contained in Exhibit 5.1* and Exhibit 8.1*).
23.3	Consent of ParenteBeard LLC.
23.4	Consent of Keefe, Bruyette & Woods, Inc.
24.1*	Power of Attorney.
99.1	Form of Rumson-Fair Haven Bank and Trust Company Proxy Card.
99.2*	Election Form.
101. INS*	XBRL Instance Document
101. SCH*	XBRL Taxonomy Extension Schema
101. CAL*	XBRL Taxonomy Extension Calculation Linkbase
101. DEF*	XBRL Taxonomy Extension Definition Linkbase

- 101. LAB* XBRL Taxonomy Extension Label Linkbase
- 101. PRE* XBRL Taxonomy Extension Presentation Linkbase

* Previously filed.

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(b) Financial Statement Schedules.

All financial statement schedules are omitted because they are not applicable or because the required information is contained in the financial statements or notes thereto or incorporated by reference therein.

(c) Report, Opinion or Appraisal.

The Fairness Opinion of Keefe, Bruyette & Woods, Inc. is included as Annex A of this proxy statement/prospectus.

Item 22. Undertakings

(a) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(b) The undersigned Registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this Registration Statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(c) The Registrant undertakes that every prospectus: (i) that is filed pursuant to paragraph (c) immediately preceding, or (ii) that purports to meet the requirements of Section 10(a)(3) of the Securities Act of 1933 and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the Registration Statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) The undersigned Registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11 or 13 of this Form S-4, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the Registration Statement through the date of responding to the request.

(e) The undersigned Registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the Registration Statement when it became effective.

(f) The undersigned Registrant hereby undertakes:

1. To file during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities

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offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

Table of Contents**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cranbury, State of New Jersey, on December 12, 2013.

1ST CONSTITUTION BANCORP

By: /s/ Robert F. Mangano
 Robert F. Mangano
 President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ Robert F. Mangano Robert F. Mangano	(Principal Executive Officer)	December 12, 2013
/s/ Joseph M. Reardon Joseph M. Reardon	(Principal Financial Officer and Principal Accounting Officer)	December 12, 2013
/s/ John P. Costas* John P. Costas	Director	December 12, 2013
/s/ Charles S. Crow, III* Charles S. Crow, III	Director	December 12, 2013
/s/ David C. Reed* David C. Reed	Director	December 12, 2013
/s/ William M. Rue* William M. Rue	Director	December 12, 2013
/s/ Frank E. Walsh, III* Frank E. Walsh, III	Director	December 12, 2013

*By: /s/ Robert F. Mangano
Robert F. Mangano, Attorney-in-fact

Table of Contents**EXHIBIT INDEX**

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