

CONTINUING DISCLOSURE CERTIFICATE

*[Full Undertaking]*

This Continuing Disclosure Certificate (this “Certificate”), dated \_\_\_\_\_, 20XX is executed and delivered by *[insert name of issuer]* (the “Issuer”), in connection with the issuance of the *[insert name of securities]* (the “Bonds”) dated \_\_\_\_\_, 20XX (the “Resolution/Indenture/Ordinance”). Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the *[insert name of issuing instrument]*. The Issuer covenants as follows.

Section 1. Purpose of Certificate. This Certificate is being executed and delivered by the Issuer for the benefit of registered and beneficial holders of the Bonds to assist the Underwriters in complying with paragraph (b)(5) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) (the “Rule”).

Section 2. Annual Financial Information. The Issuer, as the “obligated person” for purposes of the Rule, hereby undertakes and agrees to provide or cause to be provided at least annually to the Municipal Securities Rulemaking Board (the “MSRB”) the financial information regarding the Issuer of the type set forth in the final official statement dated \_\_\_\_\_, 20XX (the “Official Statement”) under the following captions:

*[insert titles of applicable section(s) of Official Statement to be updated]*

The annual financial information described above will be available no later than \_\_\_ days after the end of the preceding fiscal year, beginning with the Issuer's fiscal year ending June 30, \_\_\_\_\_. Such information will include audited financial statements prepared in accordance with generally accepted accounting principles as established by the Government Accounting Standards Board as in effect from time to time; provided, however, that if audited financial statements are not available within \_\_\_ days after the end of the preceding fiscal year, unaudited financial statements will be provided with audited financial statements to follow when available. If the accounting principles followed by the Issuer in preparation of its financial information change, the financial information for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Certain items of annual financial information may be provided by way of specific reference to other documents available to the public on the MSRB's internet website or filed with the U.S. Securities and Exchange Commission.

Section 3. Material Events. The Issuer agrees to provide or cause to be provided to the MSRB, in a timely manner, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the securities;
- (7) modifications to rights of security holders, if material;
- (8) Bond calls and tender offers, if material;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) Consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional Trustee or the change of name of a Trustee, if material;
- (15) Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of defaults, remedies, priority rights, or other similar terms of financial obligation of the issuer or obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The Issuer may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the Issuer, such other event is material with respect to the Bonds, but the Issuer does not undertake any commitment to provide such notice of any event except those events listed above.

Section 4. Failure to File Annual Financial Information. The Issuer agrees to provide or cause to be provided to the MSRB, in a timely manner, notice of a failure by the Issuer to provide the Annual Financial Information described in Section 2 above on or prior to the time set forth in Section 2.

Section 5. Dissemination Agent. The Issuer may, from time to time, engage or appoint an agent to assist the Issuer in disseminating information hereunder (the “Dissemination Agent”). The Issuer may discharge any Dissemination Agent with or without appointing a successor Dissemination Agent.

Section 6. MSRB Requirements; EMMA. All documents required to be provided to the MSRB hereunder, including pursuant to Sections 2, 3 and 4 of this Agreement, shall be accompanied by such identifying information and shall be provided in an electronic format as prescribed by the MSRB through its Electronic Municipal Market Access system (“EMMA”), or as otherwise prescribed by the MSRB. As of the date of this Agreement, the internet website for EMMA is available at <http://emma.msrb.org/>.

Section 7. Termination of Obligations. Pursuant to paragraph (b)(5)(iii) of the Rule, the Issuer’s obligation to provide Annual Financial Information and notice of material events, as set forth above, shall terminate if and when the Issuer no longer remains an obligated person with respect to the Bonds, which shall occur upon either redemption in full of the Bonds, or legal defeasance of the Bonds.

In addition, and notwithstanding the provisions of Section 9 below, the Issuer may rescind its obligations under this Certificate, in whole or in part, if (i) the Issuer obtains an opinion of nationally recognized bond counsel that those portions of the Rule that required the execution and delivery of this Certificate are invalid, have been repealed, or otherwise do not apply to the Bonds, and (ii) the Issuer notifies and provides to the MSRB a copy of such legal opinion.

Section 8. Enforceability and Remedies. The Issuer agrees that this Certificate is intended to be for the benefit of registered and beneficial holders of the Bonds and shall be

enforceable by or on behalf of any such holder; provided that, the right of any bondholder to challenge the adequacy of the information furnished hereunder shall be limited to an action by or on behalf of bondholders representing at least \_\_\_\_\_ percent (\_\_\_%) of the aggregate outstanding principal amount of [*insert name of bond series*]. Any failure by the Issuer to comply with the provisions of this undertaking shall not be an event of default under the [*insert name of issuing instrument*]. This Certificate confers no rights on any person or entity other than the Issuer, holders of the Bonds, and any Dissemination Agent.

Section 9. Amendment. Notwithstanding any other provision of this Certificate, the Issuer may amend this Certificate without the consent of holders of the Bonds under the following conditions:

(1) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;

(2) This Certificate, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment does not materially impair the interest of holders of the Bonds, as determined either by parties unaffiliated with the Issuer (such as nationally recognized bond counsel), or by approving vote of holders of the Bonds pursuant to the terms of the [*insert name of issuing instrument*] at the time of the amendment.

The annual financial information provided pursuant to Section 2 above will explain, in narrative form, the reasons for any such amendment and the impact of the change in the type of operating data or financial information being provided.

Section 10. Choice of Law. This Certificate shall be governed by and construed in accordance with the laws of the State of Oregon, provided that to the extent this Certificate addresses matters of federal securities laws, including the Rule, this Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

[*Insert name of Issuer*], acting as Issuer

By: \_\_\_\_\_

Date:

## CONTINUING DISCLOSURE CERTIFICATE

*[Limited Exemption Undertaking]*

*[Note: This form of undertaking is appropriate only if no obligated person has more than \$10 million aggregate principal amount of outstanding municipal securities, including those being issued]*

This Continuing Disclosure Certificate (the "Certificate"), dated \_\_\_\_\_, is executed and delivered by *[insert name of issuer]* (the "Issuer") in connection with issuance of the *[insert name of securities]* (the "Bonds"). The Bonds are being issued pursuant to a *[insert name of issuing instrument(s)]* dated \_\_\_\_\_ (the "Resolution/Indenture/Ordinance"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the *[insert name of issuing instrument(s)]*. The Issuer covenants as follows.

Section 1. Purpose of Certificate. This Certificate is being executed and delivered by the Issuer for the benefit of registered and beneficial owners of the Bonds and to assist the Underwriter in complying with SEC Rule 15c2-12 (17 CFR Pt. 240, § 240.15c2-12) (the "Rule"). Execution and delivery of this Certificate will qualify the Bonds for a limited exemption from the Rule pursuant to paragraph (d)(2) of the Rule. In lieu of the Issuer's limited undertaking pursuant to this Certificate, the Issuer may undertake to provide annual financial information and notice of material events as described in paragraph (b)(5) of the Rule. Such undertaking, if any, shall be made by way of an amendment to this Certificate in accordance with Section 8 hereof.

Section 2. Issuer's Representation Regarding Outstanding Municipal Securities. The Issuer represents that, as of the date that the Issuer delivers the Bonds to the Underwriter, no "obligated person" (within the meaning of paragraph (f)(10) of the Rule) on the Bonds will be an obligated person with respect to more than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds but excluding municipal securities that were offered in a transaction exempt from the Rule pursuant to paragraph (d)(1) of the Rule. The Issuer has not failed to comply with any prior undertakings pursuant to the Rule.

Section 3. Limited Undertaking Regarding Financial Information. The Issuer will provide upon request to any person, or at least annually to the Municipal Securities Rulemaking Board (the "MSRB"), financial information or operating data of the type presented in the final official statement dated \_\_\_\_\_ (the "Official Statement"), which financial information and operating data shall include, at a minimum, that financial information and operating data which is customarily prepared on an annual basis by such obligated person and is publicly available; provided, however, that such financial information and operating data will be no more

extensive than that which the Issuer would provide if it were providing "annual financial information" under paragraph (b)(5) of the Rule; and provided further that if the accounting principles followed by the Issuer in preparation of its financial information, the financial information for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The Issuer shall also provide upon request a copy of the Issuer's audited general-purpose financial statements. Any requests for financial information may be directed to [*insert name and address of contact person for the Issuer*].

Section 4. Material Events. The Issuer agrees to provide or cause to be provided to the MSRB, in a timely manner, notice or occurrence of any of the following events with respect to the Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions or events affecting the tax-exempt status of the securities;
- (7) modifications to rights of security holders, if material;
- (8) Bond calls and tender offers, if material;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) Consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional Trustee or the change of name of a Trustee, if material;

(15) Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of defaults, remedies, priority rights, or other similar terms of financial obligation of the issuer or obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

The Issuer may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the Issuer, such other event is material with respect to the Bonds, but the Issuer does not undertake any commitment to provide such notice of any event except those events listed above.

Section 5. MSRB Requirements; EMMA. All documents required to be provided to the MSRB hereunder, including pursuant to Sections 2, 3 and 4 of this Agreement, shall be accompanied by such identifying information and shall be provided in an electronic format as prescribed by the MSRB through its Electronic Municipal Market Access system (“EMMA”), or as otherwise prescribed by the MSRB. As of the date of this Agreement, the internet website for EMMA is available at <http://emma.msrb.org/>.

Section 6. Termination of Obligations. Pursuant to paragraph (b)(5)(iii) of the Rule, the Issuer’s obligation to provide Annual Financial Information and notice of material events, as set forth above, shall terminate if and when the Issuer no longer remains an obligated person with respect to the Bonds, which shall occur upon either redemption in full of the Bonds, or legal defeasance of the Bonds.

Section 7. Enforceability and Remedies. The Issuer agrees that this Certificate is intended to be for the benefit of registered and beneficial holders of the Bonds and shall be enforceable by or on behalf of any such holders; provided that, the right of any holder of the Bonds to challenge the adequacy of the information furnished hereunder shall be limited to an action by or on behalf of holders of Bonds representing at least \_\_\_\_\_ percent (\_\_\_%) of the aggregate outstanding principal amount of Bonds. Any failure by the Issuer to comply with the provisions of this undertaking shall not be an Event of Default under the Resolution. This Certificate confers no rights on any person or entity other than the Issuer, holders of the Bonds, and any Dissemination Agent.

Section 8. Amendment. Notwithstanding any other provision of this Certificate, the Issuer may amend this Certificate without the consent of holders of the Bonds under the following conditions:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;

(b) This Certificate, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment (i) does not materially impair the interest of holders of the Bonds, as determined either by parties unaffiliated with the Issuer (such as nationally recognized bond counsel), or (ii) is approved by holders of the Bonds in the same manner as provided in the Resolution with the consent of holders of the Bonds.

The financial information provided pursuant to Section 2 above will explain, in narrative form, the reasons for any such amendment and the impact of the change in the type of operating data or financial information being provided.

Section 9. Choice of Law. This Certificate shall be governed by and construed in accordance with the laws of the State of Oregon, provided that to the extent this Certificate addresses matters of federal securities laws, including the Rule, this Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

[*Insert name of Issuer*], acting as Issuer

By: \_\_\_\_\_

Date: