

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate"), is executed and delivered by the County of Contra Costa, a political subdivision, organized and existing under the Constitution and the laws of the State of California (the "County"), in connection with the execution and delivery by the County of \$\_\_\_\_\_ principal amount of County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) 2013 Special Tax Refunding Bonds (the "2013 Bonds"). The 2013 Bonds are issued pursuant to a Fiscal Agent Agreement, dated as of January 1, 2013, (the "Fiscal Agent Agreement"), by and between the County for and on behalf of the County of Contra Costa Community Facilities District No. 2001-1 (Norris Canyon) (the "District"), and The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). The County covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the County for the benefit of the Beneficial Owners of the 2013 Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

**SECTION 2. Definitions.** In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

*"Annual Disclosure Report"* shall mean any Annual Disclosure Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

*"Beneficial Owner"* shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

*"Disclosure Representative"* shall mean the [Auditor-Controller of the County] or such other official as may be designated in writing to the Dissemination Agent (if other than the County) from time to time.

*"Dissemination Agent"* shall mean initially Digital Assurance Certification, L.L.C., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

*"Filing Date"* shall mean no later than eight (8) months following the end of each fiscal year of the County (or the next succeeding business day if such day is not a business day), commencing with the filing due eight months following the end of Fiscal Year 2012-13.

*"MSRB"* shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

*"Official Statement"* means the Official Statement dated \_\_\_\_\_, 2013 relating to the 2013 Bonds.

“*Participating Underwriter*” shall mean the original underwriter of the 2013 Bonds required to comply with the Rule in connection with offering of the 2013 Bonds.

“*Rule*” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“*Specified Event*” shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Certificate and any other event legally required to be reported pursuant to the Rule.

### SECTION 3. Provision of Annual Disclosure Reports.

(a) The County shall provide, or shall cause the Dissemination Agent to provide, not later than the Filing Date, to the MSRB an Annual Disclosure Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Disclosure Report shall be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in the Disclosure Certificate. If the fiscal year of the County changes, it shall give notice of such change in the same manner as for a Specified Event under this Disclosure Certificate.

(b) Not later than fifteen (15) Business Days prior to the Filing Date, the County shall provide the Annual Disclosure Report to the Dissemination Agent (if other than the County). The County shall provide, or cause the preparer of the Annual Disclosure Report to provide, a written certificate with each Annual Disclosure Report furnished to the Dissemination Agent to the effect that such Annual Disclosure Report constitutes the Annual Disclosure Report required to be furnished to it hereunder. The Dissemination Agent may conclusively rely upon such certification and shall have no duty or obligation to review such Annual Disclosure Report.

(c) If the County is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a), the County shall send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) If not previously filed by the County, send a notice to the MSRB in substantially the form attached as Exhibit A, if the County is unable to provide to the Annual Disclosure Report to the MSRB by the date required in subsection (a).

(ii) File a report with the County certifying that the Annual Disclosure Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

SECTION 4. Content of Annual Disclosure Reports. The Annual Disclosure Report shall contain or include by reference the following:

(a) The audited financial statements of the County for the prior fiscal year prepared in accordance with generally accepted accounting principles in effect from time to time by the Governmental Accounting Standards Board to apply to governmental entities. If the audited financial statements are not available by the time the Annual Disclosure Report is required to be filed pursuant to Section 3(a), the Annual Disclosure Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial

statements shall be filed in the same manner as the Annual Disclosure Report when they become available.

**The audited financial statements of the County are provided solely to comply with the interpretation by Securities and Exchange Commission staff of the Rule. No funds or assets of the County are required to be used to pay debt service on the 2013 Bonds, and the County is not obligated to advance available funds to cover any delinquencies. Investors should not rely on the financial condition of the County in evaluating whether to buy, hold or sell the 2013 Bonds.**

- (b) The following information with respect to the 2013 Bonds and the District:
1. The principal amount of the 2013 Bonds outstanding.
  2. The balances of all funds and accounts established by the Fiscal Agent Agreement as of the end of the next preceding fiscal year.
  3. Total assessed value of all parcels subject to the Special Tax.
  4. Actual Special Tax levy for the most recent fiscal year, Special Tax and property tax delinquency rate for parcels in the District for the most recent year.
  5. Concerning delinquent parcels:
    - (i) number of parcels delinquent in payment of Special Tax,
    - (ii) amount of total delinquency and as a percentage of total Special Tax levy, and
    - (iii) status of the County's foreclosure proceedings upon delinquent properties.
  6. Identity of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy and:
    - (i) assessed value of applicable properties, and
    - (ii) summary of results of foreclosure sales, if available.
  7. Significant amendments to land use entitlements for property in the District known to the Director, of the Department of Conservation and Development.
  8. Status of any significant legislative, administrative, and judicial challenges to the construction of the development in the District known to the County's Director of Community Development, without independent inquiry, for any year in which construction activity has occurred in the District.

(c) To the extent not otherwise provided pursuant to the preceding items 4(b)1- 4(b)8, annual information required to be filed by the County for the District with the California Debt and Investment Advisory Commission pursuant to Sections 50075.1, 50075.3, 53359.5(b), 53410(d) or 53411 of the California Government Code.

(d) The presentation and format of the Annual Disclosure Reports may be modified from time to time as determined in the judgment of the County to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the County to reflect

changes in the business, structure, operations, legal form of the County or any mergers, consolidations, acquisitions or dispositions made by or affecting the County; provided that any such modifications shall comply with the requirements of the Rule.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the County or related public entities, which have been made available to the public on the MSRB website. The County shall clearly identify each such other document so included by reference.

**SECTION 5. Reporting of Specified Events.**

(a) Pursuant to the provisions of this Disclosure Certificate, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2013 Bonds not later than ten (10) business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- (vi) Tender offers;
- (vii) Defeasances;
- (viii) Rating changes; or
- (ix) Bankruptcy, insolvency, receivership or similar event of the obligated person. This event is considered to occur upon the happening of any of the following: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The County shall give, or cause to be given, notice to the MSRB of the occurrence of any of the following events described in this Section 5(b) with respect to the 2013 Bonds, if material, not later than ten (10) business days after the occurrence of the event:

- (i) Unless described in Section 5(a)(v) above, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the 2013 Bonds or other material events affecting the tax status of the 2013 Bonds;

- (ii) Modifications to rights of the Bond holders;
- (iii) Optional, unscheduled or contingent Bond calls;
- (iv) Release, substitution, or sale of property securing repayment of the 2013 Bonds;
- (v) Non-payment related defaults;

(vi) The 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; or

(vii) Appointment of a successor or additional fiscal agent or the change of name of a fiscal agent.

(c) The County acknowledges that it is required to make a determination whether a Specified Event in Section 5(b) above is material under applicable federal securities laws in order to determine whether a filing with the MSRB is required under Section 5(b). Notwithstanding the foregoing, notice of Specified Events described in Section 5(a)(vii) and Section 5(b)(iii) above need not be given any earlier than the notice (if any) of the underlying event is given to Holders of affected 2013 Bonds pursuant to the Fiscal Agent Agreement.

SECTION 6. Termination of Reporting Obligation. The obligations of the County under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2013 Bonds. If such termination occurs prior to the final maturity of the 2013 Bonds, the County shall give notice of such termination in the same manner as for a Specified Event under Section 5(c).

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing thirty (30) days written notice to the County.

The initial dissemination agent shall be Digital Assurance Certification, L.L.C.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it 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 an obligated person with respect to the 2013 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original execution and delivery of the 2013 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the 2013 Bonds in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of Holders, or (ii) does not, in the opinion of a nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the 2013 Bonds.

(d) Any amendment that modifies or increases the duties or obligations of the Dissemination Agent shall be agreed to in writing by the Dissemination Agent.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the County shall describe such amendment in the next Annual Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Specified Event, and (ii) the Annual Disclosure Report 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 as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Specified Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Specified Event in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Disclosure Report or notice of occurrence of a Specified Event.

SECTION 10. Default. This Disclosure Certificate shall be solely for the benefit of the holders and beneficial owners from time to time of the 2013 Bonds. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, the Fiscal Agent may (and, at the request of the Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds and upon receipt of indemnity satisfactory to the Fiscal Agent, shall), or any Holder or Beneficial Owner of the 2013 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by order of a court of competent jurisdiction in Contra Costa County, California, to cause the County to comply with its obligations under this Disclosure Certificate, *provided* that any holder or beneficial owner seeking to require the County to comply with this Disclosure Certificate shall first provide at least thirty (30) days prior written notice to the County of the failure of the County, giving reasonable detail of such failure. Failure by the County to comply with any provision of this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with the terms of this Disclosure Certificate shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Disclosure Certificate.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the

Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the County for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the County under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the 2013 Bonds.

SECTION 12. Notices. Any notice or other communication to be given by the County or the Dissemination Agent under this Disclosure Certificate may be given by delivering the same by first class mail, postage prepaid, messenger, or overnight delivery to the addresses set forth below (until another address is filed by the County or the Dissemination Agent with the Fiscal Agent):

To the County: County of Contra Costa  
625 Court Street  
Martinez, California 94553  
Attention: Auditor-Controller  
Telephone: 925-646-2181  
Fax: 925-646-2649

With a Copy to:  
Contra Costa County Department of  
Conservation & Development  
30 Muir Road  
Martinez, California 94553  
Attention: Community Development Bond Program Manager  
Telephone: 925-674-7888  
Fax: 925-674-7258

If to the Fiscal Agent: The Bank of New York Mellon Trust Company, N.A.  
100 Pine Street, Suite 3100  
San Francisco, California 94111  
Attention: Corporate Trust Department  
Telephone: 415-\_\_\_\_\_  
Fax: 415-\_\_\_\_\_  
Email: \_\_\_\_\_

If to the Dissemination Agent: Digital Assurance Certification, L.L.C.  
390 North Orange Avenue, Suite 1750  
Orlando, Florida 32801  
Attention: \_\_\_\_\_  
Phone: 407-515-1100  
Fax: \_\_\_\_\_  
Email: \_\_\_\_@dacbond.com

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the 2013 Bonds, and shall create no rights in any other person or entity.

SECTION 14. Record Keeping. The County shall maintain records of Annual Disclosure Reports and notices of Specified Events, including the content of such disclosure, the name of the entities with which such disclosure was filed and the date of filing of such disclosure.

SECTION 15. Governing Law. The laws of the State of California shall govern this Disclosure Certificate, the interpretation thereof and any right or liability arising hereunder. Any action or proceeding to enforce or interpret any provision of this Disclosure Certificate shall be brought, commenced or prosecuted in any courts of the State located in Contra Costa County, California.

SECTION 16. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: \_\_\_\_\_, 2013

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
[Name], [Title]

The undersigned hereby agrees to act as  
Dissemination Agent to the County pursuant  
to the terms and conditions of this  
Continuing Disclosure Certificate

DIGITAL ASSURANCE CORPORATION, L.L.C.

By: \_\_\_\_\_  
Authorized Officer



EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL DISCLOSURE REPORT

Name of Obligated Party: County of Contra Costa

Name of Bonds: County of Contra Costa Community Facilities District No. 2001-1  
(Norris Canyon) 2013 Special Tax Refunding Bonds

Date of Delivery: \_\_\_\_\_, 2013

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Disclosure Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of January 1, 2013 with respect to the 2013 Bonds. [The County anticipates that the Annual Disclosure Report will be filed by \_\_\_\_\_.]

DIGITAL ASSURANCE CORPORATION, L.L.C.,  
as Dissemination Agent

By: \_\_\_\_\_  
Authorized Officer

cc: County