

## APPENDIX H

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Marin Emergency Radio Authority (the "Authority"), The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee") and The Bank of New York Mellon Trust Company, N.A., as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by the Authority of its \$\_\_\_\_\_ 2010 Refunding Revenue Bonds (Marin Public Safety and Emergency Radio System) (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of February 1, 2010 (the "Indenture"), by and between the Authority and the Trustee. The Authority, the Trustee and the Dissemination Agent covenant as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Authority, the Trustee and the Dissemination Agent, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

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

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

"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 purposes.

"Disclosure Representative" shall mean the chief finance officer of the Authority or his or her designee, or such other officer or employee as the Authority shall designate from time to time.

"Dissemination Agent" shall mean, initially, The Bank of New York Mellon Trust Company, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Authority.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Official Statement" shall mean the Official Statement relating to the Bonds dated January \_\_\_, 2010.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the MSRB and any other repository designated as a repository for purposes of the Rule by the Securities and Exchange Commission in the future.

"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.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement not later than March 31 after the end of the Authority's fiscal year (which currently ends on June 30), commencing with the fiscal year ended June 30, 2010. The Authority may satisfy this requirement by providing the Annual Report to the Dissemination Agent as provided herein. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Authority may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Authority's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Authority will promptly notify the Repository, the Trustee and the Dissemination Agent of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Authority shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by fifteen (15) Business Days prior to such date the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Authority and the Dissemination Agent to determine if the Authority is in compliance with subsection (a). The Authority shall provide a written statement with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and Trustee may conclusively rely upon such statement of the Authority and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to Repositories by the date required in subsection (a), the Dissemination Agent shall send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each Repository; and

(2) promptly after receipt of the Annual Report, file a report with the Authority and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Authority's Annual Report shall contain or include by reference:

(a) Financial Statements of the Authority. The financial statements of the Authority for the most recent fiscal year of the Authority then ended, commencing with the fiscal year ended June 30, 2010. If the Authority will prepare audited financial statements for such fiscal year, then such audited financial statements shall be filed. If the Authority prepares audited financial statements each fiscal year and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Authority in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Authority shall be audited by such auditor as shall then be required or permitted by State law or the Trust Agreement. Audited financial statements, if prepared by the Authority, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Authority may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Authority shall modify in any material respect the basis upon which its financial statements are prepared, the Authority shall provide a description of such modification in its Annual Report, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Financial Statements of Select Participants. The financial statements of the following Participants for the most recent fiscal year of each Participant then ended, commencing with the fiscal year ended June 30, 2010, except as otherwise provided below:

- (1) County of Marin;
- (2) City of Novato; and
- (3) City of San Rafael.

[The County of Marin's audited financial statement for the fiscal year ended June 30, 2009 is expected to be available in May 2010. The Authority agrees to file such audited financial statement when available in the manner provided herein.]

If such Participants will prepare audited financial statements for such fiscal year, then such audited financial statements shall be filed. If such Participants prepare audited financial statements each fiscal year and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of such Participants in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of such Participants shall be audited by such auditor as shall then be required or permitted by State law or the Trust Agreement. Audited financial statements, if prepared by such Participants, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that such Participants may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that such Participants shall modify in any material respect the basis upon which its financial statements

are prepared, such Participants shall provide a description of such modification in its Annual Report, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Authority, such Participants or related public entities, which have been submitted to the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so included by reference.

#### SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Authority shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) principal and interest payment delinquencies.
- (2) an event of default under the Trust Agreement other than as described in (1) above.
- (3) unscheduled draws on the Reserve Fund.
- (4) unscheduled draws on any credit enhancements securing the Bonds.
- (5) any change in the provider of any letter of credit or any municipal bond insurance policy securing the Bonds or any failure by the providers of such letters of credit or municipal bond insurance policies to perform on the letter of credit or municipal bond insurance policy.
- (6) adverse tax opinions or events adversely affecting the tax-exempt status of the Bonds.
- (7) modifications to the rights of Bond Owners.
- (8) unscheduled redemption of any Bond.
- (9) defeasances.
- (10) any release, substitution, or sale of property securing repayment of the Bonds.
- (11) rating changes.

(b) The Trustee shall, promptly upon obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Authority pursuant to the Trust Agreement, inform such person of the event, and request that the Authority promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the corporate trust office of the Trustee with regular responsibility for the administration of matters related to the Trust Agreement.

(c) Whenever the Authority obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee pursuant to subsection (b) or otherwise, the Authority shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Authority has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Authority shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If in response to a request under subsection (b), the Authority determines that the Listed Event would not be material under applicable federal securities laws, the Authority shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the Authority to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Repository, in the manner set forth in Section 14 hereof. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected Bonds pursuant to the Trust Agreement. In each case of the Listed Event, the Dissemination Agent shall not be obligated to file a notice as required in this subsection (f) prior to the occurrence of such Listed Event.

(g) The Authority hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Authority and that the Trustee or the Dissemination Agent shall not be responsible for determining whether the Authority's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligation of the Authority, the Trustee and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The Authority may, from time to time, appoint or engage a Dissemination Agent to assist in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign at any time by providing at least 30 days written notice to the Authority and the Trustee. The initial Dissemination Agent shall be The Bank of New York Mellon Trust Company, N.A.

SECTION 8. Amendment. (a) This Disclosure Agreement may be amended, by written agreement of the parties and the Participating Underwriter, if all of the following conditions are satisfied: (1) this Disclosure Agreement as so amended complies with the requirements of the Rule, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (2) the Authority shall have delivered to the Trustee an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Authority and the Trustee, to the same effect as set forth in clause (1) above, and (3) the Authority shall have delivered copies of such amendment to each Repository.

(b) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change.

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

SECTION 10. Default. In the event of a failure of the Authority or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the sole remedy of any Owner or Beneficial Owner of the Bonds under this Disclosure Agreement shall be an action to compel performance, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement.

SECTION 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Trust Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Trust Agreement and the Dissemination Agent and the Trustee shall be entitled to the same protections, limitations from liability and indemnities hereunder as are afforded the Trustee thereunder. The Dissemination Agent and the Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Trust Agreement, and the Authority agrees to indemnify and save the Dissemination Agent and the Trustee and their respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their 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 or the Trustee's respective negligence or willful misconduct. The Dissemination Agent and the Trustee shall have no duty or obligation to review any information provided to them hereunder. The obligations of the Authority under this Section shall survive resignation or removal of the Dissemination Agent and Trustee and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Trustee, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices to the Dissemination Agent and Trustee should be sent in writing to the following addresses. The following information may be conclusively relied upon until changed in writing.

Trustee/Dissemination Agent:	The Bank of New York Mellon Trust Company, N.A. 700 South Flower Street – Suite 500 Los Angeles, CA 90017
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SECTION 14. Filing of Annual Reports and Notices. Annual Reports and Notices of Listed Events will be filed with the MSRB through its Electronic Municipal Market Access system in the format and with identifying or other information as may be required by the MSRB, or in such other manner as may hereinafter be required by the SEC or a Repository.

SECTION 15. Counterparts. This Disclosure Agreement 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.

Date: February 1, 2010

The Bank of New York Mellon Trust Company, N.A.,  
as Dissemination Agent

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

The Bank of New York Mellon Trust Company, N.A.,  
as Trustee

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

MARIN EMERGENCY RADIO AUTHORITY

By: \_\_\_\_\_  
Authorized Representative

*[Signature Page to the Continuing Disclosure Agreement]*

**EXHIBIT A**

**NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Marin Emergency Radio Authority

Name of Bond Issue: Marin Emergency Radio Authority 2010 Refunding Revenue Bonds (Marin Public Safety and Emergency Radio System)

Date of Issuance: \_\_\_\_\_, 2010

NOTICE IS HEREBY GIVEN that the Marin Emergency Radio Authority (the "Authority") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated as of February 1, 2010. The Authority anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

The Bank of New York Mellon Trust Company, N.A.,  
as Dissemination Agent

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

cc: Marin Emergency Radio Authority