

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is executed and delivered by the County of Santa Barbara (the “County”) in connection with the issuance of its County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt–Non-AMT) (the “2018A Certificates”), Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt–AMT) (the “2018B Certificates”) and Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable) (the “2018C Certificates,” and, together with the Series 2018A Certificates and the Series 2018B Certificates, the “Series 2018 Certificates”).

The Series 2018 Certificates are being executed and delivered pursuant to, and are secured under a Trust Agreement, dated as of November 1, 2018 (the “Trust Agreement”) by and among the County of Santa Barbara (the “County”), the Santa Barbara County Finance Corporation, Inc. (the “Corporation”) and U.S. Bank National Association, as trustee (the “Trustee”). The County and Dissemination Agent hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders and beneficial owners of the Series 2018 Certificates and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5).

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 County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Dissemination Agent” shall mean U.S. Bank National Association or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Agreement.

“Participating Underwriters” shall mean any of the original underwriters of the Series 2018 Certificates listed on the cover page of the Official Statement (as defined herein) required to comply with the Rule in connection with offering of the Series 2018 Certificates.

“Repository” shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule 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 County shall, or shall cause the Dissemination Agent to, not later than the end of the ninth month after the end of the County's Fiscal Year (presently June 30), commencing with the report for the 2018-19 Fiscal Year, provide to the Repository, in an electronic format as prescribed by the Municipal Securities Rulemaking Board, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than fifteen (15) Business Days prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). 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 County may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) If the County is unable to provide to the Repository or the Dissemination Agent an Annual Report by the date required in subsection (a), the County shall in a timely manner send a notice to the Municipal Securities Rulemaking Board, in an electronic format as prescribed by the Municipal Securities Rulemaking Board, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) confirm the electronic filing requirements of the Municipal Securities Rulemaking Board for the Annual Report; and

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the Repository.

Section 4. Content of Annual Reports. The County's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the County relating to the Resource Recovery Enterprise Fund for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided, that if the audited financial statements of the County relating to the Resource Recovery Enterprise Fund are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An annual updating, to reflect results of the most recently completed fiscal year, of information of the type contained in the following tables contained in the Feasibility Report appended to the Official Statement for the Series 2018 Certificates, dated November __, 2018 (the "Feasibility Report"):

(i) Figure 4-3: Projected TRRP Materials Volumes and Rates (reflecting actual deliveries for the most recently completed fiscal year; projections need not be updated); and

(ii) Attachment A: Comprehensive Financial Projections for Revenue COPS (reflecting actual results for the most recently completed fiscal year; projections need not be updated).

Any or all of the items listed above may be included by specific reference to other documents, including the audited financial statements of the County relating to the Resource Recovery Enterprise Fund, or official statements of debt issues of the County which have been submitted to the MSRB through the EMMA System; provided, that the County 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 County shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Series 2018 Certificates in a timely manner not more than ten (10) business days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes; and
9. bankruptcy, insolvency, receivership or similar proceedings.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the United States 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) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2018 Certificates, if material:

1. unless described in paragraph 5(a)(5) above, notices or determinations by the Internal Revenue Service with respect to the tax status of the Series 2018 Certificates or other material events affecting the tax status of the Series 2018 Certificates;
2. 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;
3. appointment of a successor or additional trustee or the change of the name of a trustee;
4. nonpayment related defaults;
5. modifications to the rights of Owners of the Series 2018 Certificates;
6. notices of redemption; and
7. release, substitution or sale of property securing repayment of the Series 2018 Certificates.

(c) Upon the occurrence of a Listed Event under Section 5(b) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the County determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the County shall file a notice of such occurrence with MSRB in a timely manner not more than 10 business days after the event.

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

Section 6. Termination of Reporting Obligation. The County's and the Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2018 Certificates. If such termination occurs prior to the final maturity of the Series 2018 Certificates, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5(d).

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 Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be U.S. Bank National Association.

Section 8. Amendment Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, and any provision of this Disclosure Agreement 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 Series 2018 Certificates, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Series 2018 Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Series 2018 Certificates in the manner provided in the Trust Agreement, 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 Series 2018 Certificates.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the County to meet its obligations. To the extent reasonably feasible the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the Repository in the same manner as for a Listed Event under Section 5(c).

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County 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 occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Agreement any holder or beneficial owner of the Series 2018 Certificates may take such actions as may be necessary and appropriate, including seeking

mandate or specific performance by court order, to cause the County 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, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only duties as are specifically set forth in this Disclosure Agreement, 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 obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2018 Certificates. The Dissemination Agent has no power to enforce performance on the part of the County. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Agreement.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters and holders and beneficial owners from time to time of the Series 2018 Certificates, and shall create no rights in any other person or entity.

Section 13. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile, addressed as follows:

If to the County:

County of Santa Barbara
105 East Anapamu Street, Room 109
Santa Barbara, California 93101
Attention: Treasurer

If to the Dissemination Agent:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 0071
Attention: Global Corporate Trust Services

or to such other address or to the attention of such other person as hereinafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above or, if delivered on a business day in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date 72 hours following the date deposited in the United States mail at the address

provided herein, or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same agreement.

Dated: November __, 2018

COUNTY OF SANTA BARBARA

By: _____
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD
OF FAILURE TO FILE ANNUAL REPORT**

Name of County: County of Santa Barbara

Name of Bond Issue: County of Santa Barbara Solid Waste System Revenue Certificates of Participation, Series 2018A (Tax-Exempt-Non-AMT)

Solid Waste System Revenue Certificates of Participation, Series 2018B (Tax-Exempt-AMT)

Solid Waste System Revenue Certificates of Participation, Series 2018C (Taxable)

Date of Issuance: November __, 2018

NOTICE IS HERBY GIVEN that the County has not provided an Annual Report with respect to the above-named Certificates as required by the Trust Agreement, dated as of November 1, 2018 (the "Trust Agreement") by and among the County of Santa Barbara (the "County"), the Santa Barbara County Finance Corporation, Inc. (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"). The County anticipates that the Annual Report will be filed by _____.

Dated: _____

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent on behalf of County