

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is executed and delivered by the City of Griffin, Georgia (the “City”), a municipal corporation of the State of Georgia, in connection with the issuance of the CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016A, in the aggregate principal amount of \$\_\_\_\_\_ and CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016B, in the aggregate principal amount of \$\_\_\_\_\_ (together, the “Bonds”). The Bonds are being issued pursuant to a bond resolution adopted by the Board of Commissioners of City of Griffin on \_\_\_\_\_, 2016 (the “Resolution”).

The City covenants and agrees as follows:

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds (together, the “Bondholders”) and in order to assist the Participating Underwriter (defined below) in complying with the continuing disclosure requirements of U.S. Securities and Exchange Commission Rule 15c2-12(b)(5).

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

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” means any person who (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.

“Bondholders” shall mean the beneficial owners of the Bonds.

“City” means the City of Griffin, a municipal corporation of the State of Georgia.

“Dissemination Agent” means Raymond James & Associates, Inc., Atlanta, Georgia, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

“EMMA” means the MSRB’s Electronic Municipal Market Access System which became effective July 1, 2009, and which receives electronic submissions of the Annual Report on the EMMA website at <http://www.emma.msrb.org>.

“Fiscal Year” means any period of 12 consecutive months adopted by the governing body of the City as the City’s fiscal year for financial reporting purposes. The City’s current fiscal year began on July 1, 2015, and will end on June 30, 2016.

“Listed Events” means any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Obligated Person” has the meaning set forth in the Rule.

“Official Statement” shall mean the Official Statement relating to the Bonds.

“Participating Underwriter” means Raymond James, Atlanta, Georgia, the original underwriter of the Bonds, required to comply with the Rule in connection with the offering of the 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.

“State” shall mean the State of Georgia.

### SECTION 3. Provision of Annual Reports.

(a) The City will provide, or cause the Dissemination Agent (if other than the City) to provide, electronically, to EMMA, not later than six (6) months after the end of the City’s Fiscal Year, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Within six (6) months days after the end of the Fiscal Year ended June 30, 2016, or if unavailable at that time then as soon thereafter as is available, the City shall provide to EMMA the audited financial statements of the City for the Fiscal Year ended June 30, 2016. The Annual Report will be made to EMMA as PDF files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City 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 they are not available by that date. In such event, the audited financial statements will be submitted promptly upon their availability. If the City’s fiscal year changes, the City shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

(b) Not later than fifteen (15) business days prior to the date specified in paragraph (a) of this Section 3 for providing the Annual Report to EMMA, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If the City is unable to provide an Annual Report by the date required in paragraph (a), the Dissemination Agent shall send a notice to EMMA in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year, prior to the date for providing the Annual Report, the manner of filing with EMMA; and

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

### SECTION 4. Content of Annual Reports.

(a) The City’s Annual Report shall contain or incorporate by reference:

(i) The general purpose financial statements of the City for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as applicable to governmental entities from time to time by the Governmental Accounting Standards Board except

for (i) the variances, and omissions disclosed in the Official Statement relating to the Bonds and (ii) such other minor deviations or omissions which do not materially misstate the financial position of the City. Such general purpose financial statements shall be accompanied by an audit report, if available at the time of providing the Annual Report as provided in Section 3(a) hereof, resulting from an audit conducted by an independent certified public accountant or a firm of independent certified public accountants in conformity with generally accepted auditing standards. If such audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Disclosure Agreement, the Annual Report will contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement for the Bonds, and the audited financial statements, together with the audit report thereon, will be provided in the same manner as the Annual Report when they become available.

(ii) Information for the prior fiscal year regarding the following categories of financial information and operating data of the City: (i) Special Sales Tax collections, (ii) Debt Limitation, (iii) Tax Digest, (iv) millage rates, (v) M&O Tax Levies and Collections, (vi) Ten Largest Taxpayers, (vii) Outstanding Debt of the City, and (viii) Current General Fund Budget.

(iii) If generally accepted accounting principles have changed since the last Annual Report was submitted pursuant to Section 3(a) hereof and if such changes are material to the City, a narrative explanation describing the impact of such changes on the City.

(b) Any or all of the items listed above may be incorporated by specific reference to other documents, including official statements of debt issues with respect to which the City is an “obligated person” (as defined by the Rule), which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

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

(a) The City shall provide or cause to be provided through the Dissemination Agent to EMMA, in a timely manner not in excess of 10 business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies.
- (ii) Non-payment related defaults, if material.
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the Bonds.

- (vii) Modifications to rights of Bondholders, if material.

- (viii) Bond calls, if material, and tender offers.
- (ix) Defeasances.
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material.
- (xi) Rating changes.
- (xii) Bankruptcy, insolvency, receivership or similar event of the City. This event is considered to have occurred when any of the following have occurred: (i) appointment of receiver, fiscal agent or similar officer 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 City has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court of governmental City, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental City having supervision or jurisdiction over substantially all of the assets or business of the City.
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, 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.
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Notwithstanding the foregoing, notice of Listed Events described in paragraph (a)(viii) and (ix) above need not be given under this Section 5 any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

(c) The content of any notice of the occurrence of a Listed Event shall be determined by the City and shall be in substantially the form attached as Exhibit B.

SECTION 6. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City 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 City 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 City 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 7. Termination of Reporting Obligation. The City reserves the right to terminate its obligations under this Disclosure Agreement if and when the City no longer remains an Obligated Person with respect to the Bonds within the meaning of the Rule; in particular upon the occurrence of the legal defeasance, prior redemption, or payment in full of all of the Bonds. If such termination or substitution occurs prior to the final maturity of the Bonds, the City will provide notice of such termination or substitution to EMMA.

SECTION 8. Dissemination Agent. The City, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. A Dissemination Agent other than the City shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. The initial Dissemination Agent shall be Raymond James & Associates, Inc., Atlanta, Georgia.

SECTION 9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the City may amend this Disclosure Agreement if:

(a) such amendment is 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 on the Bonds, or type of business conducted;

(b) such amendment is supported by an opinion of counsel expert in federal securities laws, to the effect that the undertakings contained herein, as amended, would have complied with the requirements of the Rule on the date hereof, after taking into account any amendments or official interpretations of the Rule, as well as any change in circumstances; and

(c) such amendment does not materially impair the interests of the Bondholders, as determined either by an unqualified opinion of nationally recognized bond counsel filed with the City, or by the approving vote of the Bondholders pursuant to the terms of the Resolution at the time of such amendment.

If any provision of this Disclosure Agreement is amended, the first release of the Annual Report containing any amended financial information or operating data shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being provided. 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 Listed Event under Section 5 and (ii) the Annual Report for the year in which the change is made should 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 10. Default. If the City fails to comply with any provision of this Disclosure Agreement, any Bondholder's right to enforce the provisions of this undertaking shall be limited to a right to obtain mandamus or specific performance by court order of the City's obligations pursuant to this Disclosure Agreement. Any failure by the City to comply with the provisions of this Disclosure Agreement shall not be an event of default with respect to the Bonds under the Resolution.

SECTION 11. Duties, Immunities, and Liabilities of Dissemination Agent. The Dissemination Agent (if other than the City) shall have only such duties as are specifically set forth in this Disclosure Agreement, and, to the extent allowed by applicable law, the City agrees to indemnify and save the Dissemination Agent (if other than itself), 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 City under this Section 11 shall survive resignation or removal of the Dissemination Agent (if other than itself) and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent (if other than the City), the Participating Underwriter, and Bondholders, and shall create no rights in any other person or entity.

SECTION 13. Intermediaries; Expenses. The Dissemination Agent is hereby authorized to employ intermediaries to carry out its obligations hereunder. The Dissemination Agent shall be reimbursed immediately for all such expenses and any other reasonable expense incurred hereunder (including, but not limited to, attorney's fees).

SECTION 14. 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.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 16. Severability. In case any one or more of the provisions of this Disclosure Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Disclosure Agreement, but this Disclosure Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Date: \_\_\_\_\_, 2016

CITY OF GRIFFIN, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Chairperson  
Board of Commissioners

Attest:

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

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Griffin (Georgia)

Name of Bond Issue: \$\_\_\_\_\_ CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS,  
SERIES 2016A, and  
\$\_\_\_\_\_ CITY OF GRIFFIN TAXABLE GENERAL OBLIGATION SALES TAX  
BONDS, SERIES 2016B

Date of Issuance: \_\_\_\_\_, 2016

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement executed by the City of Griffin on \_\_\_\_\_, 2016. The Issuer anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

This notice is based on the best information available at the time of dissemination. Any questions regarding this notice should be directed to \_\_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_

[Name of Dissemination Agent]

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

EXHIBIT B

NOTICE OF THE OCCURRENCE OF [Insert the Listed Event]

relating to

\$\_\_\_\_\_ CITY OF GRIFFIN GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016A, and  
\$\_\_\_\_\_ CITY OF GRIFFIN TAXABLE GENERAL OBLIGATION SALES TAX BONDS, SERIES 2016B  
CUSIP NUMBERS<sup>1</sup>:

Notice is hereby given that [insert the Listed Event] has occurred. [Describe circumstances leading up to the event, action being taken, and anticipated impact.]

This notice is based on the best information available at the time of dissemination and is not guaranteed as to accuracy or completeness. Any questions regarding this notice should be directed to [insert instructions for presenting securities, if applicable].

[Notice of a Listed Event constituting defeasance shall include the following:

The City of Griffin hereby expressly reserves the right to redeem such refunded or defeased bonds prior to their stated maturity date in accordance with the optional redemption provisions of said defeased bonds.

OR

The City of Griffin hereby covenants not to exercise any optional or extraordinary redemption provisions under the Resolution; however, the Sinking Fund provision will survive the defeasance.

AND

The Bonds have been defeased to [maturity/the first call date, which is \_\_\_\_\_]. This notice does not constitute a notice of redemption and no bonds should be delivered to the City of Griffin or the Paying Agent as a result of this mailing. A Notice of Redemption instructing you where to submit your bonds for payment will be mailed \_\_\_\_\_ to \_\_\_\_\_ days prior to the redemption date.]

Dated: \_\_\_\_\_, 20\_\_

CITY OF GRIFFIN

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

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<sup>1</sup> No representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained herein, and reliance may only be placed on other bond identification contained herein.



## DISSEMINATION AGENT'S CERTIFICATE

The undersigned hereby certifies that he is an officer of \_\_\_\_\_, in the City of \_\_\_\_\_, \_\_\_\_\_ (the "Bank"), a \_\_\_\_\_ [national/state banking association] duly created and existing under the laws of the \_\_\_\_\_ [USA/State of Georgia], holding the office indicated below his signature, that he has personal knowledge of the facts herein set forth, and further certifies as follows:

1. The Bank is authorized and qualified to accept the duties of Dissemination Agent pursuant to appointment by a Disclosure Certificate signed on \_\_\_\_\_, 20\_\_, by the Chairperson of the City of Griffin (the "City").

2. By acceptance of its appointment as Dissemination Agent, the Bank covenants and agrees that it will perform all services and assume its duties as such imposed by the Disclosure Certificate for the fees and on the conditions agreed upon with the City.

Signed and sealed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Name of Dissemination Agent]

(S E A L)

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

Attest: \_\_\_\_\_  
[Name]  
[Title]