[NAME OF ISSUER]
$_____
_____ BONDS, SERIES 20__

CERTIFICATE OF [NAME OF EXPERT]

_____ (the "*Expert*") hereby certifies in connection with the issuance, offering and sale of the [Name of Issuer], $_____ _____ Bonds (the "*Bonds*"), as follows:

1. The undersigned is qualified and is duly authorized to execute and deliver this Certificate of [Name of Expert] (this "*Certificate*") for and in the name and on behalf of the Expert; is doing so pursuant to that due authorization; and is knowledgeable as to all certifications set forth herein.

2. The Expert has reviewed the Preliminary Official Statement dated _____, 20__ (the "*POS*"), and the Official Statement dated _____, 20__ (the "*Final OS*"), relating to the offering and sale of the Bonds.

3. The Expert understands that the POS and the Final OS would not have been delivered except in anticipation of, and that the Bonds would not be issued without, the execution and delivery by the Expert of this Certificate.

4. The [Name of Issuer] (the "*Issuer*"), _____ (the "*Financial Advisor*"), _____ (the "*Underwriter*"), _____ ("*Bond Counsel*"), _____, as Trustee (the "*Trustee*"), acting for itself and on behalf of the investors from time to time in the Bonds (collectively, the "*Investors*"), and the Investors themselves through information presented in the POS and the Final OS regarding the [Name of Expert Report] dated _____, 20__ (the "*Expert Report*"), regarding [purpose of Expert Report], may rely fully upon this Certificate as if this Certificate were addressed specifically to them.

5. This Certificate is rendered by the Expert pursuant to Section ____ of the Bond Purchase Agreement dated as of _____, 20__ (the "*Bond Purchase Agreement*"), by and between the Issuer and the Underwriter.

6. The Expert prepared the Expert Report in connection with the issuance, offering and sale of the Bonds for the specific purpose of [evaluating] [analyzing] [the subject matter analyzed an Expert Report] (the "*Expert Analysis*").

7. The Expert Report represents the Expert's professional judgment regarding the Expert Analysis. The Expert Analysis is subject to certain assumptions, all of which are identified in the Expert Report under the heading "Assumptions." In the Expert's professional judgment, each of those assumptions is reasonable.

8. The Expert prepared the Expert Report pursuant to a contract with the Issuer. In serving pursuant to that contract, the Expert was independent of all other

parties, other than the Issuer, involved in the issuance, offering and sale of the Bonds. In so serving under that contract, the Expert did not have any conflicts of interest.

9. The Expert is experienced, competent and an expert, and as such, has special expertise, in the preparation of expert reports, such as the Expert Report, and analyses, such as the Expert Analysis set forth in the Expert Report, for the issuance, offering and sale of municipal bonds, such as the Bonds. In the preparation of the Expert Report, the Expert proceeded diligently and utilized competent and expert personnel, who were responsible for the preparation of the Expert Report.

10. The Expert prepared the Expert Report fully in accordance with sound industry practices in the municipal securities market for analyses, such as the Expert Analysis set forth in the Expert Report, in connection with the issuance, offering and sale of municipal bonds, such as the Bonds. [Those sound practices including without limitation, the industry standards entitled "[title of standards]" published by [name of professional organization].] [Alternative sentence—There are no published standards for analyses, such as the Expert Analysis set forth in the Expert Report, regarding [subject matter of Expert Analysis]; however, sound industry standards provide adequate guidance regarding the conduct of such analyses for the preparation of the Expert Report as an expert work product.]

11. The Expert has had full access to all information necessary or desirable in order to prepare the Expert Report and to render this Certificate.

12. The Expert hereby consents to the references to and descriptions of the Expert and the Expert Report in the POS and the Final OS and to inclusion of the Expert Report in the POS and the Final OS.

13. The Expert hereby consents to the reliance of the Issuer, the Financial Advisor, the Underwriter, Bond Counsel, the Trustee for itself and for the Investors, and the Investors themselves upon the Expert as an expert in the preparation of expert reports, such as the Expert Report, for the issuance, offering and sale of municipal bonds, such as the Bonds, and to the descriptions in the POS and the Final OS of that reliance.

14. The POS and the Final OS present accurately and completely, in all material respects, the Expert Report as of its date, and all matters related thereto or to the Expert. The Expert has not performed the work necessary to update or revise the Expert Report subsequent its date; however, no circumstances, events or occurrences have been ascertained by the Expert or have come to its attention that would change materially the Expert Analysis in the Expert Report or the information contained in the POS or the Final OS relating to the Expert Report or the Expert.

15. Specifically, without limitation, all references in the POS and the Final OS relating to the Expert and the Expert Report under the headings "*Introduction—Expert Analysis*," "*Expert Analysis*," "*Special Risks*" and "*Appendix X—Expert Report*" are fairly presented and are accurate and complete in all material respects.

16. Taking into account the fact that the Expert Report speaks as of its date, all information supplied by the Expert for use in the POS and the Final OS and all statistical and financial data and other information set forth in the POS and the Final OS that is derived, in whole or in part, from that information was materially accurate and complete as of the respective dates of the POS and the Final OS and is materially accurate and complete as of the date hereof.

17. Taking into account the fact that the Expert Report speaks as of its date, the statements relating to the Expert or relating to or derived from the Expert Report as of its date under the headings "*Introduction—Expert Analysis*," "*Expert Analysis*," "*Special Risks*" and "*Appendix X—Expert Report*" in the POS and the Final OS were, as of the respective dates of the POS and the Final OS, and are as of the date hereof, accurate in all material respects and did not, as of the respective dates of the POS and the Final OS, and do not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Capitalized terms used and not defined herein, have the respective meanings assigned to those terms in the Bond Purchase Agreement.

Dated: _____, 20__

[NAME OF EXPERT]

By: _____

Name: _____

Title: _____

[The following is an example of a paragraph for use in official statements to disclose reliance on an Expert in order to "expertise" the Expert's work product and to facilitate reliance thereon as an expert work product—

EXPERT ANALYSIS

"The Expert Analysis of [Expert], [City], [State] (the "Expert"), is included in "*Appendix B—[Expert Report]*" (page B-1) herein.

"The Report of [Expert] regarding [the subject matter of the Expert Analysis] is included in this Official Statement in reliance upon [Expert], as an expert in [the subject matter of the Expert Analysis], and with the written consent of that firm."]