

**SAMPLE PLEDGED REVENUE AND FUNDS (PRF)
CERTIFICATE OF LIMITED PARTNERSHIP
AUTHORIZATION TO OBTAIN CREDIT AND GRANT SECURITY**

The undersigned hereby certify to State Water Resources control Board ("State"), as follows:

1. The undersigned are all of the partners in _____, a limited partnership duly formed and validly existing under the laws of the State of _____ ("Supplier"). _____ (the "General Partner"), is the sole general partner in Supplier.

2. A true and complete copy of the Certificate of Limited Partnership of Supplier dated _____, _____, filed in the Office of the Secretary of State of the State of _____ on _____, _____, as File No. _____, has been delivered to State. The Certificate of Limited Partnership is in full force and effect, and has not been altered, amended, cancelled, extended, modified, superseded, supplemented (except as may be specifically set forth above), or terminated.

3. A true and complete copy of Supplier's Limited Partnership Agreement dated _____, _____ (the "Agreement"), has been delivered to the State. The Agreement is in full force and effect, and has not been altered, amended, cancelled, extended, modified, superseded, supplemented (except as may be specifically set forth above) or terminated.

4. _____ (the "Authorized Signer") has the full power and authority, in the name and on behalf of Supplier to:

(a) execute and deliver the documents, instruments and agreements between Supplier and the State or by Supplier evidencing and securing the financing (the "Financing") from State to Supplier under the Drinking Water State Revolving Fund (DWSRF) in a principal amount of up to \$_____, which will be repaid to State over a ___ year repayment period at a ___ percent interest rate (collectively, the "Financing Documents"), except such changes of the terms and provisions thereof as the Authorized Signer shall deem proper, such execution to be conclusive evidence that the Authorized Signer deems all of the terms and provisions thereof to be proper;

(b) execute and deliver any amendments, waivers, modifications, supplements to, and restatements of, the Financing Documents from time to time as the Authorized Signer shall deem proper, such execution by the Authorized Signer to be conclusive evidence that the Authorized Signer deems all of the terms and provisions thereof to be proper;

(c) mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to State, as security for the performance of Supplier's obligations under the Financing Documents, any property now or hereafter belonging to Supplier or in which Supplier now or hereafter may have

an interest that is or may become required by the terms of the Financing Documents, as now constituted or hereafter amended, to secure the obligations of Supplier under the Financing Documents, including without limitation all real or personal property (tangible or intangible) of Supplier. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, or encumbered;

(d) execute and deliver to State such forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be required by State, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to State or any other collateral, of any kind or nature, which State may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances;

(e) sign the Contractor's Release Form to be provided pursuant to requirements of the Financing Documents;

(f) certify that the project is complete and ready for final inspection;

(g) do and perform such other acts and things and to execute and deliver such other documents and agreements as he may in his discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

(h) **[WHEN REQUIRED BY SWRCB:** establish water rates and charges in amounts sufficient to generate and maintain annual net revenues for Supplier equal to at least ____ times Supplier's total annual debt until the Financing is repaid in full.]

The matters contained in Paragraph 4 hereof are intended as a specific identification of certain powers and authority, and shall not be construed as a limitation on any powers or authority now or hereafter conferred on Supplier or the undersigned.

5. The undersigned hereby authorize _____, a registered engineer, to:

- a. approve Claims for Reimbursement of project costs submitted pursuant to the terms of the Financing Documents; and

- b. execute the Budget and Expenditure Summary for said project;

6. The Authorized Signer is authorized to take such action from time to time on behalf of the General Partner and Supplier as he may deem necessary, advisable or proper in order to carry out and perform the obligations of Supplier under the Financing Documents, and other agreements and documents executed and delivered by the General Partner on behalf of Supplier.

7. The authority granted hereunder shall be deemed retroactive. All acts authorized hereunder and performed prior to the date of this Certificate of Limited Partnership (this "Certificate") are hereby ratified and affirmed. State is authorized to rely upon this Certificate until written notice to the contrary, executed by each of the undersigned, is received by State. State shall be entitled to act in reliance upon the matters contained herein, notwithstanding anything to the contrary contained in the Limited Partnership Agreement or other formation documents of Supplier or in any other document. This Certificate may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be duly executed as of the date set forth below.

Dated: _____, 20__

Partners:
