



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 23, 2017

Motion 14868

Proposed No. 2017-0226.2

Sponsors Upthegrove

1 A MOTION of the county council approving a purchase
2 contract for the county's Limited Tax General Obligation
3 Bonds, 2017, Series A (Green Bonds), in the aggregate
4 principal amount of \$31,230,000, and establishing certain
5 terms of such bonds, all in accordance with Ordinance
6 18089.

7 **PREAMBLE**

8 Pursuant to Ordinance 18089 ("the Bond Ordinance"), the county council
9 authorized the issuance of one or more series of its limited tax general
10 obligation bonds in an aggregate principal amount of not to exceed
11 \$150,000,000 outstanding at any time, for the purpose of financing the
12 Capital Improvement Program for Solid Waste Facilities and the Solid
13 Waste Transfer and Waste Management Plan, and to pay the costs of
14 issuance and sale of the bonds.

15 The Bond Ordinance provided that such bonds may be publicly sold in one
16 or more series, either by negotiated sale or by competitive bid, as
17 determined by the Finance Director in consultation with the county's
18 financial advisors.

19 The Finance Director has determined that a series of the bonds authorized

20 pursuant to the Bond Ordinance, designated as the county's Limited Tax
21 General Obligation Bonds, 2017, Series A (Green Bonds) ("the 2017A
22 Bonds"), be sold by negotiated sale as provided herein.

23 The 2017A Bonds are the second series of bonds issued pursuant to the
24 Bond Ordinance; the aggregate principal amount of the county's Limited
25 Tax General Obligation and Refunding Bonds, 2015, Series D, issued
26 pursuant to the Bond Ordinance was \$36,385,000 ("the 2015D Bonds").

27 The aggregate principal amount of the 2017A Bonds to be issued under
28 the Bond Ordinance is \$31,230,000 and that amount, added to the amount
29 of the 2015D Bonds, does not exceed \$150,000,000.

30 Pursuant to the Bond Ordinance, a preliminary official statement dated
31 May 12, 2017, has been prepared and distributed for the sale of the 2017A
32 Bonds, and the Finance Director has negotiated the sale of the 2017A
33 Bonds to Citigroup Global Markets Inc. ("the Underwriter") pursuant to
34 the terms and conditions specified in the bond purchase contract attached
35 as Attachment A to this motion ("the Purchase Contract").

36 It is in the best interest of the county that the 2017A Bonds be sold to the
37 Underwriter on the terms set forth in the Purchase Contract, the Bond
38 Ordinance and this motion.

39 BE IT MOVED BY THE COUNCIL OF KING COUNTY:

40 A. **Definitions.** Capitalized words that are used in this motion but not
41 defined in this motion have the meanings set forth in the Bond Ordinance for all purposes
42 of this motion, unless some other meaning is plainly intended. The words and terms

43 defined in the preamble to this motion, as used in this motion, have the meanings
44 assigned such terms in the preamble to this motion, for all purposes of this motion, unless
45 some other meaning is plainly intended. The following words and terms as used in this
46 motion shall have the following meanings for all purposes of this motion, unless some
47 other meaning is plainly intended.

48 "Government Obligations" means, for purposes of the 2017A Bonds, direct
49 obligations of or obligations the principal of and interest on which are unconditionally
50 guaranteed by the United States of America.

51 "SCAP" means the Strategic Climate Action Plan of the county, adopted by the
52 county council on December 3, 2012, as updated by the county council on November 2,
53 2015, and as may be further amended or updated.

54 "Solid Waste Facilities" means, for purposes of the 2017A Bonds, capital projects
55 of the Solid Waste Division of the county that are consistent with the criteria set forth in
56 the King County Green Bond Program established under the SCAP.

57 **B. Approval of Purchase Contract and Authorization of Bonds.** The
58 issuance of the 2017A Bonds and the terms and conditions thereof, as set forth in the
59 Purchase Contract, are hereby ratified and confirmed, and the Purchase Contract is
60 hereby approved. The 2017A Bonds will be dated their date of issue and delivery, will be
61 subject to optional redemption, will mature on the dates and in the amounts and will bear
62 interest at the rates, all as specified in Exhibit B to this motion. The 2017A Bonds will be
63 issued as Tax-Exempt Obligations under the Bond Ordinance. The County designates the
64 2017A Bonds as "Green Bonds" due to the intended use of their proceeds for Solid Waste
65 Facilities. The 2017A Bonds shall conform in all other respects to the terms and

66 conditions specified in the Purchase Contract and the Bond Ordinance.

67 C. **Application of 2017A Bond Proceeds.** The proceeds of the 2017A
68 Bonds will be deposited into the Solid Waste Construction Fund and used to provide a
69 portion of the financing for the Capital Improvement Program for Solid Waste Facilities
70 and to pay costs of issuing the 2017A Bonds.

71 D. **Continuing Disclosure Undertaking.** In accordance with Section 19 of
72 the Bond Ordinance, the county will enter into an undertaking to provide continuing
73 disclosure for the 2017A Bonds in substantially the form described in the preliminary
74 official statement for the 2017A Bonds.

75 E. **Further Authority.** The county officials and their agents, attorneys and
76 representatives are hereby authorized and directed to do everything necessary for the
77 prompt issuance and delivery of the 2017A Bonds and for the proper use and application
78 of the proceeds of sale of the 2017A Bonds.

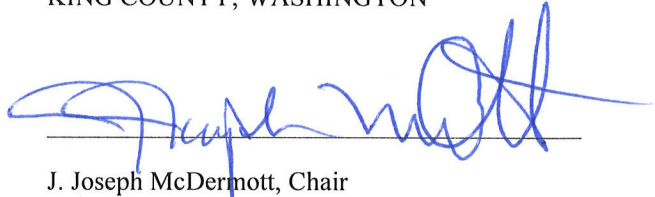
79 F. **Severability.** If any provision in this motion is declared by any court of
80 competent jurisdiction to be contrary to law, then that provision will be null and void and

81 will be deemed separable from the remaining provisions of this motion and will in no
82 way affect the validity of the other provisions of this motion or of the 2017A Bonds.
83

Motion 14868 was introduced on 5/22/2017 and passed by the Metropolitan King
County Council on 5/22/2017, by the following vote:

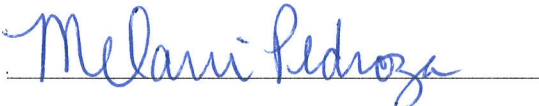
Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Acting Clerk of the Council

Attachments: A. Bond Purchase Contract

ATTACHMENT A**KING COUNTY, WASHINGTON****\$31,230,000****LIMITED TAX GENERAL OBLIGATION BONDS, 2017, SERIES A (GREEN BONDS)****BOND PURCHASE CONTRACT**

May 22, 2017

King County, Washington
500 Fourth Avenue
Seattle, Washington 98104

To the Metropolitan King County Council:

Citigroup Global Markets Inc. (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with King County, Washington (the "County"). This offer is subject to the County's acceptance by execution and delivery of this Purchase Contract to the Underwriter at or prior to 8:00 p.m., Pacific Time, on the date first above written, and if not so accepted will be subject to withdrawal by the Underwriter upon notice delivered to the County by the Underwriter at any time prior to the County's acceptance hereof. Upon the County's acceptance of this offer in accordance with the terms hereof, this Purchase Contract will be binding on the County and the Underwriter.

Any capitalized terms used in this Purchase Contract and not otherwise defined herein have the meanings given those terms in the Bond Legislation (as defined in Section 3 of this Purchase Contract).

1. **Purchase and Sale.** On the terms and conditions and on the basis of the representations, warranties, covenants and agreements hereinafter set forth, the Underwriter agrees to purchase from the County for offering to the public, and the County agrees to sell to the Underwriter for that purpose, all of the County's Limited Tax General Obligation Bonds, 2017, Series A (Green Bonds), in the aggregate principal amount of \$31,230,000 (the "Bonds").

The Bonds will be dated the date of their delivery to the Underwriter, will bear interest payable December 1, 2017, and semiannually on each June 1 and December 1 thereafter until maturity or earlier redemption, at the rates, and will mature on June 1 in the years and principal amounts, all as set forth in Exhibit A hereto.

The purchase price for the Bonds is \$35,375,276.23, which represents the aggregate principal amount of the Bonds, plus net original issue premium of \$4,226,115.90, less underwriter's discount of \$80,839.67.

The County acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the County and the Underwriter, (ii) in connection with this transaction, the Underwriter is acting solely as a

principal and not as an agent or a fiduciary of the County, (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the County with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter or any affiliate of the Underwriter has advised or is currently advising the County on other matters), (iv) the County has consulted with its own legal and financial advisors to the extent it has deemed appropriate in connection with the sale of the Bonds, and (v) the Underwriter has financial and other interests that differ from those of the County.

2. **Public Offering.** It is a condition to the County's obligation to sell and deliver the Bonds to the Underwriter that the entire \$31,230,000 aggregate principal amount of the Bonds will be purchased, accepted and paid for by the Underwriter at the Closing (as defined in Section 6), and it is a condition to the Underwriter's obligation to purchase, to accept delivery of and to pay for the Bonds that the entire \$31,230,000 aggregate principal amount of the Bonds will be issued, sold and delivered by the County at the Closing.

The Underwriter will make a bona fide initial public offering of all the Bonds, at prices no higher and yields no lower than those shown in the Official Statement (as defined herein). The Underwriter reserves the right to lower those initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial public offering price or the prices set forth in the Official Statement. On or prior to the Closing, the Underwriter will provide the County with information regarding the reoffering prices to the public for purposes of determining the yield on the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Underwriter reserves the right to: (i) over-allot or effect transactions that stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

3. **The Bonds; Bond Legislation.** The Bonds will be issued in accordance with chapters 36.67 and 39.46 of the Revised Code of Washington, as amended ("RCW"), the County Charter, County Ordinance 18089 (the "Bond Ordinance"), and a motion of the Metropolitan King County Council (the "County Council") approving this Purchase Contract and the issuance and sale of the Bonds passed on May 22, 2017 (the "Sale Motion"). Together, the Bond Ordinance and the Sale Motion are referred to in this Purchase Contract as the "Bond Legislation." The Bonds are being issued to finance the cost of certain projects in the County's capital improvement program for solid waste facilities and in the County's solid waste transfer and waste management plan and pay costs of issuance of the Bonds, all as described in the Bond Legislation and the Official Statement. By the Bond Legislation, the County has designated the Bonds as "green bonds," in accordance with the County's Green Bond Program established under the County's Strategic Climate Action Plan, as described in the Sale Motion.

4. **Preliminary and Final Official Statements.**

(a) The County ratifies, approves and confirms the distribution by the Underwriter of the Preliminary Official Statement of the County dated May 12, 2017 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments (the "Preliminary Official Statement")), in connection with the

public offering and sale of the Bonds by the Underwriter prior to the availability of the Official Statement. The County represents and warrants that the Preliminary Official Statement furnished to the Underwriter was deemed final by the County as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("SEC") promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for the omission of information permitted to be omitted by Rule 15c2-12.

(b) The County shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Purchase Contract (or within such shorter period as may be agreed by the County and the Underwriter or required by applicable rule), a final Official Statement, which shall be in the form of the Preliminary Official Statement with those changes reflecting the terms of this Purchase Contract and other changes as have been approved by the Underwriter (together with any appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto on or prior to the Closing, the "Official Statement"). The County shall provide enough copies of the Official Statement to permit the Underwriter to comply with Rule 15c2-12 and other applicable rules of the SEC and the Municipal Securities Rulemaking Board ("MSRB").

(c) The County authorizes the Underwriter to file, to the extent required by applicable SEC or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Official Statement is prepared in accordance with Section 4(e) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter will make the required submission of the amended Official Statement to EMMA.

(d) The Preliminary Official Statement and the Official Statement may be delivered in printed or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the County and the Underwriter.

(e) During the period ending on the 25th day after the End of the Underwriting Period (as defined herein) (or such other period as may be agreed to by the County and the Underwriter), the County (i) may not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) must notify the Underwriter promptly if any event occurs, or information comes to the attention of the County, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, the event requires the preparation and distribution of a supplement or amendment to the Official Statement, the County shall prepare and furnish to the Underwriter, at the County's expense, the number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the County and the Underwriter, as the Underwriter may reasonably request. If such notification is given after the Closing, the County also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and

other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(f) For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and will occur on the later of (A) the Closing or (B) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing, or otherwise agreed to by the County and the Underwriter, the County may assume that the End of the Underwriting Period is the date of the Closing.

5. **Representations, Warranties, Covenants and Agreements of the County.** The County represents and warrants to and (as applicable) covenants and agrees with the Underwriter that, as of the date hereof:

(a) The County is a duly created and existing political subdivision of the State of Washington (the "State") and has all requisite legal right, power and authority (i) to enter into this Purchase Contract; (ii) to pass the Bond Legislation; (iii) to execute, issue, sell and deliver the Bonds as provided herein and to perform its obligations with respect thereto; (iv) to execute, deliver and perform this Purchase Contract, the Continuing Disclosure Undertaking dated as of the Closing (in the form summarized in the Preliminary Official Statement and the Official Statement, together, the "Continuing Disclosure Undertaking"); (v) to execute and deliver the Official Statement; and (vi) to consummate the transactions to which it is or is to be a party as contemplated by this Purchase Contract and by the Bond Legislation, the Bonds and the Continuing Disclosure Undertaking. The execution, delivery and performance of this Purchase Contract, the Bonds, and the Continuing Disclosure Undertaking, the passage of the Bond Legislation, and the issuance of the Bonds thereunder, the execution and delivery by the County of the Official Statement and the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, and the consummation by the County of the transactions to which it is or is to be a party as contemplated by this Purchase Contract and by the Bond Legislation, the Bonds and the Continuing Disclosure Undertaking have been duly authorized by all necessary action on the part of the County.

(b) This Purchase Contract, the Continuing Disclosure Undertaking, the Official Statement, and the Bonds (when delivered and paid for at the Closing) have been or at the Closing shall be duly authorized, approved, executed, delivered and (in the case of the Bonds) registered and issued. This Purchase Contract constitutes, and the Bonds, when registered, issued, executed and delivered, and the Continuing Disclosure Undertaking, when executed and delivered, will constitute, legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except to the extent that enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and by the application of equitable principles and the exercise of judicial discretion in appropriate cases. The performance by the County of its obligations contained in this Purchase Contract, the Bond Legislation, the Bonds, and the Continuing Disclosure Undertaking, and the consummation by it of all transactions contemplated by this Purchase Contract, the Bond Legislation, the Bonds and the Continuing Disclosure Undertaking to have been performed or consummated at or prior to the Closing, as the case may be, have been duly authorized and approved by the County. The Bond Legislation has been duly and lawfully passed by the

County, is in full force and effect, and is valid and binding upon the County and enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and by the application of equitable principles and the exercise of judicial discretion in appropriate cases. When delivered and paid for at the Closing, the Bonds will constitute valid, legally binding limited obligations of the County entitled to the benefits and security of, and subject only to the terms and conditions set forth in, the Bond Legislation and described in the Preliminary Official Statement and the Official Statement. The issuance of the Bonds is authorized by, and the Bonds when issued will be issued in compliance with, the provisions of the Bond Legislation.

(c) The County is not in material breach of, or in material default under, any indenture, bank loan or credit agreement, bond or note, nor is the County in default under any statute, ordinance, resolution or (in any material respect) any other agreement or instrument, regulation, order, decree, license, permit, judgment, ruling or law or constitutional provision to which the County is subject, which breach or default would adversely affect the validity or enforceability of the Bonds.

(d) The passage of the Bond Legislation, the execution, delivery and performance of this Purchase Contract and the Continuing Disclosure Undertaking, the issuance and sale of the Bonds and the consummation of the transactions contemplated by this Purchase Contract and by the Bond Legislation, the Bonds and the Continuing Disclosure Undertaking will not, in any material respect, conflict with or constitute on the part of the County a material breach of or material default under any agreement, indenture, bond, note, statute, ordinance, resolution or other instrument to which the County is a party or to which it is bound or subject, which breach or default would adversely affect the validity or enforceability of the Bonds.

(e) Except as described in the Preliminary Official Statement and the Official Statement, no litigation or other action, suit, proceeding, inquiry or investigation before or by any court or agency or other administrative body (of either the State or the United States) is pending or, to the knowledge of the County, threatened, that in any way restrains or enjoins, or threatens or seeks to restrain or enjoin, the issuance, sale or delivery of the Bonds or in any way contests, questions or affects (i) the validity or enforceability of any provision of this Purchase Contract, the Bond Legislation, the Bonds, or the Continuing Disclosure Undertaking; (ii) the County's pledge of taxes under the Bond Legislation; (iii) the accuracy, completeness or fairness of the Preliminary Official Statement or the Official Statement; or (iv) the legal existence of the County, the title of its elected officers to their respective offices, or the County's authority to perform its obligations hereunder or with respect to the Bonds, or to consummate any of the transactions to which it is or is to be a party as contemplated by this Purchase Contract, the Bond Legislation, the Bonds or the Continuing Disclosure Undertaking; and to the best knowledge of the Finance Director, after due inquiry, there is no other event or circumstance that would have a material adverse effect on the power or ability of the County to perform its obligations hereunder or with respect to the Bonds or to consummate the transactions to which it is or is to be a party as contemplated by this Purchase Contract, the Bond Legislation, the Bonds or the Continuing Disclosure Undertaking.

(f) The Bonds and the Bond Legislation conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(g) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. However, no representation is given with respect to the information under the captions "THE BONDS — Book-Entry System," "LEGAL AND TAX INFORMATION — Tax Exemption" and "— Certain Other Federal Tax Consequences," "OTHER BOND INFORMATION — Financial Advisor" and "— Underwriter of the Bonds," and in Appendix D — "CICERO 'Second Opinion' on King County Green Bond Framework" and in Appendix F — "Book-Entry System."

(h) As of the date of this Purchase Contract, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. However, no representation is given with respect to the information under the captions "THE BONDS — Book-Entry System," "LEGAL AND TAX INFORMATION — Tax Exemption" and "— Certain Other Federal Tax Consequences," "OTHER BOND INFORMATION — Financial Advisor" and "— Underwriter of the Bonds," and in Appendix D — "CICERO 'Second Opinion' on King County Green Bond Framework" and in Appendix F — "Book-Entry System."

(i) If the Official Statement is supplemented or amended pursuant to Section 4(e) hereof, at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. However, no warranty is given with respect to the information under the captions "THE BONDS — Book-Entry System," "LEGAL AND TAX INFORMATION — Tax Exemption" "—Certain Other Federal Tax Consequences," and "OTHER BOND INFORMATION — Financial Advisor" and "— Underwriter of the Bonds," and in Appendix D — "CICERO 'Second Opinion' on King County Green Bond Framework" and in Appendix F — "Book-Entry System."

(j) Except as described in the Preliminary Official Statement and the Official Statement, the County does not intend to issue or incur, and the County is not aware of any plans to issue or incur, prior to the issuance of the Bonds, any other bonds, notes or other obligations for borrowed money the repayment of which is secured by a pledge of taxes or any material liabilities, direct or contingent, that will have a material adverse effect on the financial condition of the County, nor does the County expect, prior to the issuance of the Bonds, there to be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the County.

(k) The Preliminary Official Statement and the Official Statement describe accurately and completely any instances in the previous five years in which the County failed to

comply in all material respects with any of its previous undertakings to provide annual reports and notices of specified events in accordance with Rule 15c2-12.

(l) Except as described in the Preliminary Official Statement and the Official Statement, all approvals, consents and other actions by, and all filings or registrations with or notices to, any governmental or administrative authority or agency having jurisdiction in the matter required to be obtained by the County as a condition precedent to the performance by the County of its obligations under this Purchase Contract, the Bond Legislation, the Bonds, or the Continuing Disclosure Undertaking have been obtained and are in full force and effect (except no representation is made as to compliance with Blue Sky laws).

(m) The Underwriter may deem any certificate signed by any official of the County and delivered to the Underwriter in connection with the issuance of the Bonds as a representation and warranty by the County to the Underwriter as to the statements made therein.

(n) The County will furnish such information, execute such instruments and take such other action not inconsistent with law or established policy of the County in cooperation with the Underwriter as may be requested (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as may be designated by the Underwriter; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, that the County shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction. The County consents to the use of this Purchase Contract, the Bond Legislation, the Continuing Disclosure Undertaking, and the Official Statement by the Underwriter in obtaining such qualifications.

(o) The financial statements of the County contained in the Preliminary Official Statement and the Official Statement fairly present the financial position of the County as of the dates and for the periods therein set forth; those financial statements have been prepared in accordance with generally accepted accounting principles applicable to governmental entities in the State, except to the extent described therein; and, except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, there has been no material adverse change in the financial position or results of operations of the County from the financial statements of the County contained in the Preliminary Official Statement and the Official Statement.

(p) The County will undertake, pursuant to the Continuing Disclosure Undertaking, to provide certain annual financial information and notices of the occurrence of certain events, pursuant to paragraph (b)(5) of Rule 15c2-12. An accurate description of the Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement and the Official Statement.

6. **Closing.** At 8:30 a.m., Pacific Time, on June 8, 2017, or at such other date or time as may be mutually agreed upon by the County and the Underwriter, the County will deliver or cause to be delivered (through The Depository Trust Company's ("DTC's") FAST delivery

system) to the Underwriter the Bonds duly executed by the County, together with the other documents described in Section 7(d), and the Underwriter will accept such delivery (through DTC's FAST delivery system) and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer, in an amount equal to that purchase price.

Payment for the Bonds as aforesaid and delivery of the documents described in Section 7(d) will be made at the offices of the County, in Seattle, Washington, or at such other place as may be mutually agreed upon by the County and the Underwriter. Such payment and delivery is herein called the "Closing." The Underwriter will order CUSIP identification numbers and the County will cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto will constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract. The Bonds will be prepared and delivered in registered form and will be registered in the name of Cede & Co., as nominee of DTC. Copies of the executed Bonds will be made available for checking by the Underwriter and its counsel not less than one business day prior to the Closing.

7. Closing Conditions. The obligations of the Underwriter hereunder are subject to the performance by the County of its obligations hereunder at or prior to the Closing and are also subject to the following conditions:

(a) The representations of the County contained in this Purchase Contract must be true, complete and correct at the date hereof and on and as of the date of Closing as if made on the date of Closing.

(b) At the time of the Closing, (i) the Bond Legislation must be in full force and effect, and must not have been amended, modified or supplemented since the date hereof, except as may be agreed to in writing by the Underwriter; and (ii) the County must perform or have performed its obligations required under or specified in this Purchase Contract and the Bond Legislation to be performed at or prior to the Closing.

(c) At the time of the Closing, no material adverse change will have occurred in the business, operations or financial condition of the County.

(d) At or prior to the Closing, the Underwriter must receive the following documents, in each case satisfactory in form and substance to the Underwriter and to its counsel, Stradling Yocca Carlson & Rauth, P.C.:

(1) The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the County by the Finance Director;

(2) A certificate of the County's Prosecuting Attorney in substantially the form attached hereto as Exhibit B;

(3) Copies of the Bond Ordinance and the Sale Motion, each certified by the Clerk of the County Council as having been duly passed by the County Council and as being in full force and effect, with such changes or amendments as may have been agreed to in writing by the Underwriter;

(4) The final approving legal opinion of Foster Pepper PLLC, Bond Counsel, dated the date of Closing, in substantially the form attached to the Official Statement as Appendix A, together with a reliance letter addressed to the Underwriter;

(5) The supplemental opinion of Foster Pepper PLLC, Bond Counsel, addressed to the Underwriter and dated the date of Closing, in substantially the form attached hereto as Exhibit C, and a reliance letter addressed to the Underwriter with respect to any other opinions delivered by Bond Counsel in connection with the issuance of the Bonds;

(6) An opinion of Stradling Yocca Carlson & Rauth, P.C., counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, to the effect that (i) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Bond Legislation is exempt from qualification under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and (ii) the Continuing Disclosure Undertaking, together with Section 5(p) of this Purchase Contract, satisfies the requirements contained in paragraph (b)(5) of Rule 15c2-12 for an undertaking for the benefit of the owners and beneficial owners of the Bonds to provide the information at the times and in the manner required by paragraph (b)(5) of Rule 15c2-12; in addition, such counsel shall state in its letter containing the foregoing opinions that, although such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement or the Official Statement and makes no representation that such counsel has independently verified the accuracy, completeness or fairness of any such statements, in such counsel's capacity as Underwriter's counsel, to assist the Underwriter as part of its responsibilities with respect to the Preliminary Official Statement and the Official Statement, such counsel participated in conferences with representatives of the Underwriter and the County, the County's counsel, disclosure counsel, and Financial Advisor, Bond Counsel, and others, during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed, and based on such counsel's participation in such conferences and in reliance thereon and on the records, documents, certificates, opinions and matters set forth in such counsel's opinion, and as a matter of fact and not opinion, during the course of such counsel's representation of the Underwriter, no facts came to the attention of the attorneys in such counsel's firm rendering legal services to the Underwriter in connection with the Preliminary Official Statement or the Official Statement that caused them to believe that the Preliminary Official Statement or the Official Statement, as of their dates and as of the date of Closing (except for any CUSIP numbers, financial, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion contained therein, and information regarding environmental matters, litigation, tax exemption, and DTC and its book-entry only system, and except for the appendices thereto, as to which such counsel need express no opinion or view), contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that such opinion and representation may not be used, circulated, quoted or otherwise referred to or relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed;

(7) A certificate of the County, executed by the Finance Director or other authorized officer of the County, dated as of the Closing, to the effect that (A) the

representations and warranties of the County contained in this Purchase Contract are true and correct in all material respects on and as of the Closing with the same effect as if made as of the Closing; (B) to the best knowledge of the Finance Director (or other authorized representative), as of the date of this Purchase Contract and as of the Closing, the Official Statement was and is true and complete in all material respects and did not and does not contain an untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no representation or warranty need be made with respect to the information contained under the captions "THE BONDS — Book-Entry System," "LEGAL AND TAX INFORMATION — Tax Exemption" and "—Certain Other Federal Tax Consequences," "OTHER BOND INFORMATION — Underwriter of the Bonds," and in Appendix D — "CICERO 'Second Opinion' on King County Green Bond Framework" and in Appendix F—"Book-Entry System"); (C) the County is not in default as to payment or any material covenant, obligation or agreement contained in any ordinance or other proceeding relating to any general obligations of the County; (D) to the best knowledge of the Finance Director (or other authorized officer), the County has never defaulted in the payment of principal of or interest on any of its obligations for borrowed money; and (E) the County has complied in all material respects with all agreements and satisfied in all material respects all conditions contemplated by this Purchase Contract and the Bond Legislation on its part to be performed or satisfied at or prior to the delivery of the Bonds;

(8) A letter from Hillis Clark Martin & Peterson P.S., as the County's disclosure counsel in connection with the sale and issuance of the Bonds, dated the date of the Closing and addressed to the County and the Underwriter, to the effect that, based on an examination that they have made, and without having undertaken to determine independently or assuming any responsibility for the accuracy or completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, as a matter of fact and not opinion, such counsel advises that, in its capacity as disclosure counsel, no facts came to the attention of the attorneys in such firm rendering legal services in connection with such role that caused such counsel to believe that the Preliminary Official Statement as of its date and the Official Statement as of its date and as of the Closing contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion need be given about (A) the expressions of opinion, the assumptions, the projections, the financial statements, or other financial, numerical, economic, demographic or statistical data contained in the Preliminary Official Statement and the Official Statement; (B) any CUSIP numbers or information relating thereto; (C) any information with respect to DTC and DTC's book-entry system; and (D) the information that is set forth in Appendices A, B, D, F and G);

(9) A Blue Sky Memorandum prepared by counsel to the Underwriter and addressed to the Underwriter;

(10) A tax certificate and IRS Form 8038-G in form satisfactory to Bond Counsel and duly executed by the County;

(11) The Letter of Representations, executed by the County and accepted by DTC;

(12) A complete transcript of all proceedings relating to the authorization and issuance of the Bonds;

(13) Evidence satisfactory to the Underwriter that Moody's Investors Service, S&P Global Ratings, and Fitch Ratings have assigned ratings of "Aaa," "AAA," and "AAA," respectively, to the Bonds; and

(14) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations and warranties of the County contained in Section 5 of this Purchase Contract and the due performance or satisfaction by the County at or prior to such time of all covenants and agreements then to be performed and all conditions then to be satisfied by the County pursuant to this Purchase Contract.

8. Termination. The Underwriter may terminate this Purchase Contract, without liability therefor, by notice to the County if at any time after the date of this Purchase Contract and at or prior to the Closing, in the Underwriter's sole and reasonable judgment, any of the following events occurs (each a "Termination Event"):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds, are materially adversely affected by any of the following events:

(i) legislation is enacted by the Congress of the United States or the legislature of the State or is favorably reported out of committee of either body or pending in committee of either body, or is recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision is rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement is made or proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; or

(ii) there occurs (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States or elsewhere, (3) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, or (4) a default with respect to the debt obligations of any state of the United States; or

(iii) a general suspension of trading on the New York Stock Exchange or other major exchange, or minimum or maximum prices for trading are fixed and in force, or maximum ranges for prices for securities are required and in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) legislation is enacted by the Congress of the United States or is favorably reported out of committee or pending in committee, or is recommended to the

Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter is made, to the effect that any obligations of the general character of the Bonds or the Bond Legislation, or any comparable obligations of the County, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act, or would be in violation of any provision of the federal securities laws; or

(v) except as disclosed in or contemplated by the Official Statement, any material adverse change occurs in the financial affairs of the County; or

(vi) any rating of bonds, notes or other general obligations of the County (including, without limitation, the Bonds) is downgraded, suspended or withdrawn, or a negative credit watch is publicly announced, by Moody's Investors Service, S&P Global Ratings, or Fitch Ratings; or

(b) any event or circumstance exists that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the County refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(c) a general banking moratorium is declared by federal or State authorities having jurisdiction and is in force; or

(d) a material disruption occurs in securities settlement, payment or clearance services affecting the Bonds; or

(e) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, the Underwriter is established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(f) a decision by a court of the United States is rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter is issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing, including the Securities Act, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Purchase Contract by the Underwriter, all obligations of the County and the Underwriter under this Purchase Contract shall terminate, without further liability, except that the County and the Underwriter shall pay their respective expenses as set forth in Section 9.

9. **Expenses.** The Underwriter is under no obligation to pay and the County will pay or cause to be paid the expenses incident to the performance of the County's obligations hereunder including but not limited to (a) the cost of preparing the Bond Legislation; (b) the fees and disbursements of Foster Pepper PLLC, the Financial Advisor, disclosure counsel, CICERO, and any other experts or consultants retained by the County; (c) the costs of preparing, printing and signing the Bonds and the cost of registering ownership of the Bonds; (d) the cost of preparing and printing the Preliminary Official Statement and the Official Statement and any supplements or amendments thereto; (e) charges of rating agencies for the ratings of the Bonds; and (f) expenses (included in the expense component of the spread) incurred on behalf of County employees that are directly related to the offering of the Bonds, including, but not limited to, meals, transportation and lodging. The Underwriter will pay (from the expense component of the spread) (1) the cost of preparing any Blue Sky and legal investment memoranda to be used by it, (2) all advertising expenses it incurs in connection with the public offering of the Bonds, (3) the fees and disbursements of Stradling Yocca Carlson & Rauth, P.C., counsel to the Underwriter, and the fees of Digital Assurance Certification, L.L.C. for a review of continuing disclosure compliance, and (4) all other expenses it incurs in connection with its public offering and distribution of the Bonds.

10. **Representations, Warranties and Agreements of Underwriter.** The Underwriter represents and warrants to and agrees with the County that the Underwriter is authorized to take any action under this Purchase Contract required to be taken by the Underwriter. The Underwriter represents that it is duly organized, validly existing and in good standing under the laws of the jurisdictions of its organization and is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and with the MSRB as a municipal bond dealer.

11. **Indemnification.** To the extent permitted by law, the County shall indemnify and hold harmless the Underwriter, each of its partners, members, directors, officers, agents and employees and each person who controls the Underwriter within the meaning of Section 15 of the Securities Act (each, an "Indemnified Party"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, but only to the extent that such losses, claims, damages, liabilities or actions arise out of or are based upon (i) a determination that the Bonds should have been registered under the Securities Act or the Bond Legislation should have been qualified under the Trust Indenture Act, or (ii) any untrue statement of a material fact contained in the Official Statement or any supplement thereto, or the omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The indemnity as described in this paragraph is limited to such losses or damages as are directly the result of the acts or omissions of the County and, should any Indemnified Party make a claim for indemnity under this Purchase Contract, the County shall have the right to

(i) retain counsel to defend any such action and (ii) control and direct any defense of such claims in such action. This indemnity shall not be construed as a limitation on any other liability that the County may otherwise have to any Indemnified Party; provided, that in no event shall the County be obligated for double indemnification.

12. **Notices.** Any notice or other communication to be given to the County under this Purchase Contract (other than the acceptance hereof as specified in Section 1 hereof) may be given by delivering the same in writing to the Finance Director, King County Department of Finance, 500 Fourth Avenue ADM-FI-0611, Seattle, Washington 98104; any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Citigroup Global Markets Inc., 601 Union Street, Suite 3705, Seattle, Washington 98101, Attention: Ben Selberg, Director.

13. **Governing Law.** The validity, interpretation and performance of this Purchase Contract are governed by the laws of the State.

14. **Parties in Interest.** This Purchase Contract, when accepted by the County in writing as heretofore specified, shall constitute the entire agreement between the County and the Underwriter and is solely for the benefit of the County and the Underwriter (including the successors and assigns thereof). No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the County in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, (b) delivery of and payment for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Entire Agreement.** This Purchase Contract constitutes the entire agreement between the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements and understandings between the parties. This Purchase Contract shall only be amended, supplemented or modified in a writing signed by both of the parties hereto.

16. **Headings.** The headings of the Sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. **Counterparts.** This Purchase Contract may be executed in several counterparts, which together will constitute one and the same instrument.

CITIGROUP GLOBAL MARKETS INC.,
as Underwriter

By: _____
Managing Director

Accepted by the Director of Finance and Business
Operations Division, Department of Executive
Services, on May 22, 2017, at _____ p.m.

KING COUNTY, WASHINGTON

By: _____
Director of Finance and Business Operations
Division, Department of Executive Services

EXHIBIT A

\$31,230,000

KING COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION BONDS, 2017, SERIES A (GREEN BONDS)

True Interest Cost. 3.117384%

Maturity	Principal Amount	Interest Rate	Initial Reoffering Yield
6/1/2018	\$ 750,000	5.000%	0.840%
6/1/2019	790,000	5.000	0.960
6/1/2020	830,000	5.000	1.100
6/1/2021	875,000	5.000	1.220
6/1/2022	920,000	5.000	1.380
6/1/2023	965,000	5.000	1.520
6/1/2024	1,015,000	5.000	1.670
6/1/2025	1,065,000	5.000	1.850
6/1/2026	1,120,000	5.000	2.010
6/1/2027	1,180,000	5.000	2.110
6/1/2028	1,240,000	5.000	2.230 ⁽²⁾
6/1/2029	1,305,000	5.000	2.350 ⁽²⁾
6/1/2030	1,370,000	5.000	2.460 ⁽²⁾
6/1/2031	1,440,000	5.000	2.560 ⁽²⁾
6/1/2032	1,515,000	5.000	2.630 ⁽²⁾
6/1/2033	1,590,000	5.000	2.700 ⁽²⁾
6/1/2034	1,670,000	5.000	2.760 ⁽²⁾
6/1/2035	1,750,000	4.000	3.170 ⁽²⁾
6/1/2036	1,820,000	4.000	3.210 ⁽²⁾
6/1/2037	1,895,000	4.000	3.250 ⁽²⁾
6/1/2038	1,970,000	4.000	3.280 ⁽²⁾
6/1/2040 ⁽¹⁾	4,155,000	3.250	3.490
<u>\$ 31,230,000</u>			

Optional Redemption. The Bonds maturing on or after June 1, 2028, are subject to redemption at the option of the County, in whole or in part, at any time on or after June 1, 2027, at the price of par plus accrued interest, if any, to the date fixed for redemption.

⁽¹⁾ Term Obligations.

⁽²⁾ Priced to first call date of June 1, 2027.

Mandatory Sinking Fund Redemption of Term Obligations. The County will redeem the Bonds maturing on June 1, 2040 (the "Term Obligations"), if not previously redeemed or purchased in accordance with the Bond Legislation, randomly (or in such manner as the Bond Registrar determines), at par plus accrued interest, on June 1, in the years and amounts as follows:

2040 Term Obligations

<u>Years</u>	<u>Amounts</u>
2039	\$2,045,000
2040*	2,110,000

*Maturity

EXHIBIT B**Certificate of the King County Prosecuting Attorney**

I, Kevin Wright, the duly appointed and qualified Chief Civil Deputy Prosecuting Attorney of King County, Washington (the "County"), in connection with the issuance by the County of its Limited Tax General Obligation Bonds, 2017, Series A (Green Bonds), in the aggregate principal amount of \$31,230,000 (the "Bonds"), DO HEREBY CERTIFY as follows:

1. That as of the time and date written below, to the best of my knowledge, there is no litigation pending or threatened affecting the issuance and delivery of the Bonds, the collection of taxes pledged to pay the principal thereof and interest thereon, or in any manner questioning or contesting the proceedings and authority under which the Bonds are issued, the validity of the Bonds, the corporate existence or boundaries of the County, or the title of the present officers to their respective offices, which litigation would prevent the payment by the County of the principal of or interest on the Bonds when due.

2. That as of the time and date written below, no authority or proceedings for the issuance of the Bonds has or have been repealed, revoked or rescinded.

3. That as of the time and date written below, the statements contained in the Official Statement relating to the Bonds dated May 22, 2017, under the captions "LEGAL AND TAX INFORMATION — Litigation," insofar as such statements purport to summarize litigation affecting the County, present a fair and accurate summary of that litigation, and are true and correct.

DATED: [Date of Closing], at _____ a.m.

For DAN SATTERBERG,
King County Prosecuting Attorney

By: _____
Kevin Wright
Chief Civil Deputy

EXHIBIT C

[Letterhead of Foster Pepper PLLC]

[Date of Closing]

King County, Washington

Citigroup Global Markets Inc.
Seattle, Washington

Re: King County, Washington
Limited Tax General Obligation Bonds, 2017, Series A (Green Bonds)

We have served as bond counsel to King County, Washington (the "County"), in connection with the issuance of the above-referenced bonds (the "Bonds"). This letter is delivered to you pursuant to Section 7(d)(5) of the Bond Purchase Contract dated May 22, 2017 (the "Purchase Contract"), between the County and Citigroup Global Markets Inc., as Underwriter of the Bonds (the "Underwriter").

In connection with the issuance of the Bonds, we have examined a certified transcript of proceedings had by the County relating to the issuance of the Bonds, including Ordinance 18089 (the "Bond Ordinance") and Motion _____ passed on May 22, 2017 (the "Sale Motion," and together with the Bond Ordinance, the "Bond Legislation"), and such other documents as we have deemed necessary to deliver this letter. As to matters of fact material to this letter, we have relied upon representations contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation. Reference is made to the Purchase Contract for the definitions of capitalized terms used and not otherwise defined herein.

Based upon the foregoing, as of the date hereof, it is our opinion that under existing law:

1. The County has all requisite right, power and authority to pass the Bond Legislation, to execute and deliver the Purchase Contract and the Continuing Disclosure Undertaking and to perform its obligations thereunder, and to carry out the transactions contemplated thereby.
2. The County has duly passed the Bond Legislation and has duly authorized, executed and delivered the Purchase Contract and the Continuing Disclosure Undertaking, and the Bond Legislation, Purchase Contract, and Continuing Disclosure Undertaking constitute legal, valid and binding obligations of the County enforceable against the County in accordance with their terms except to the extent that the enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and by the application of equitable principles and the exercise of judicial discretion in appropriate cases.
3. The County has duly authorized the Finance Director to deem the Preliminary Official Statement final in accordance with Rule 15c2-12 and to approve and execute the Official Statement.

4. Upon the issuance, authentication and delivery of the Bonds, the Bond Legislation will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of taxes it purports to create as set forth in the Bond Ordinance.

5. No consent or approval of, or registration or filing with, any commission, board, authority, body or instrumentality of the State is or was required in connection with any of the actions of the County taken in regard to the approval of the Bonds, except those consents, approvals, registrations or filings that have been obtained on or prior to this date, nor is any election or referendum of voters required in connection therewith; provided, however, that no opinion is provided with respect to compliance with any Blue Sky laws.

6. To the best of our knowledge, the execution and delivery by the County of the Bonds, the Purchase Contract, and the Continuing Disclosure Undertaking, and the passage by the County of the Bond Legislation and compliance with the provisions on the County's part contained therein, will not conflict with or constitute a material breach of or default under any State constitutional provision, State law applicable to the County, or bond ordinance of the County.

7. The Bonds are exempted securities under the Securities Act of 1933, as amended (the "Securities Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and it is not necessary in connection with the offering and sale of the Bonds to register the Bonds under the Securities Act or to qualify the Bond Legislation under the Trust Indenture Act.

8. The statements contained in the Preliminary Official Statement and in the Official Statement (except for information regarding DTC and its book-entry only system, as to which no view is expressed) under the captions "THE BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "INITIATIVES AND REFERENDA," "LEGAL AND TAX INFORMATION—Limitations on Remedies and Municipal Bankruptcy," "—Tax Exemption," "—Certain Other Federal Tax Consequences," and "—Proposed Tax Legislation; Miscellaneous," and "CONTINUING DISCLOSURE UNDERTAKING" (except for the statements and information in the paragraph labeled "*Prior Compliance*," as to which no view is expressed), and in Appendix A— "Form of Bond Counsel Opinion," to the extent that such statements purport to describe certain provisions of the Bonds, the Continuing Disclosure Undertaking, the Bond Legislation, State law, and federal tax and securities law, such statements provide accurate summaries of those portions of the documents, State law, and federal tax and securities law purported to be described; provided, however, that those summaries do not purport to summarize all the provisions of and are qualified in their entirety by, the complete documents that are summarized.

We consent to references to our firm contained in the Preliminary Official Statement and the Official Statement.

This letter is delivered on the date hereof, and we assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or changes in law that may hereafter occur.

We are members of the bar of the State of Washington. This letter is limited to matters involving the federal laws of the United States (subject to current interpretations, if any, of the

United States Supreme Court and the United States Court of Appeals for the Ninth Circuit) and the laws of the State of Washington, and we do not express any opinion as to the laws of any other jurisdictions.

No attorney-client relationship has existed or exists between our firm and the Underwriter in connection with the Bonds or by virtue of this letter.

We bring to your attention the fact that this letter is an expression of our professional judgment on the matters expressly addressed and does not constitute a guarantee of result.

This letter is being delivered solely to the addressees hereof in connection with the issuance of the Bonds and may not be relied on by any addressee hereof for any other purpose or by any other person for any purpose without our prior written consent.