

1 December 13, 1995

INTRODUCED BY: PETE VON REICHBAUER

2 PROPOSED NO. 95-767

3
4 ORDINANCE NO. **12070**

5 AN ORDINANCE providing for the issuance and public sale of
6 limited tax general obligation bonds of the county in the
7 aggregate principal amount of not to exceed \$172,650,000
8 for the purpose of providing part of the funds to acquire real
9 and personal property for county purposes, to construct
10 capital improvements to county facilities, to make capital
11 grants for the county's arts and natural resources initiative,
12 and to refund certain outstanding limited tax general
13 obligation bonds of the county; providing for the date, form,
14 terms and maturities of said bonds; authorizing a plan of
15 refunding and the appointment of an escrow agent to
16 accomplish such plan of refunding; providing for the public
17 sale of the bonds and the disposition of the proceeds of sale;
18 establishing funds for the receipt and expenditure of bond
19 proceeds and for the payment of the bonds; and providing for
20 the annual levy of taxes to pay the principal thereof and
21 interest thereon.

22 PREAMBLE:

23 The county council has received and reviewed plans for the following projects:

- 24 A. technology-related capital improvements to county facilities;
- 25 B. acquisition of real property interests and other projects to preserve critical
26 farmlands;
- 27 C. acquisition of real property interests and other projects to preserve
28 sustainable forest production lands;
- 29 D. improvements to the county courthouse, the county aquatic center and
30 the Issaquah District Court facilities;
- 31 E. capital improvements to the surface water management facilities of the
32 county;
- 33 F. improvements to the Kingdome; and
- 34 G. capital grants to governmental and nonprofit entities as part of the
35 county's arts and natural resources initiative.

36 The county has previously issued its Limited Tax General Obligation Bonds, 1986
37 Series A, of which \$2,725,000 can be called for redemption prior to maturity, its Limited
38 Tax General Obligation Bonds, 1990, Series B, of which \$8,230,000 can be called for
39 redemption prior to maturity, and its Limited Tax General Obligation Bonds, 1991,
40 Series A, of which \$20,530,000 can be called for redemption prior to maturity. The
41 county has an opportunity to refund such bonds and realize savings to the county and its
42 taxpayers. It is deemed necessary and advisable that the county now issue and sell not to

1 exceed \$172,650,000 principal amount of its limited tax general obligation bonds to
2 acquire, construct, equip and install such capital improvements, to make such capital
3 grants, and to refund certain outstanding limited tax general obligation bonds of the
4 county.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Definitions. The following words and terms as used in this ordinance shall
6 have the following meanings for all purposes of this ordinance, unless some other meaning is
7 plainly intended.

8 "Arbitrage and Tax Certification" means the certificate executed by the county finance
9 manager pertaining to the calculation and payment of any Rebate Amount with respect to the
10 Bonds.

11 "Bond Fund" means the "1996 Limited Tax General Obligation Bond Redemption
12 Account" established pursuant to Section 21 hereof.

13 "Bond Register" means the registration books maintained by the Bond Registrar for
14 purposes of identifying ownership of the Bonds.

15 "Bond Registrar" means the fiscal agency of the State of Washington in either Seattle,
16 Washington, or New York, New York, for the purposes of registering and authenticating the
17 Bonds, maintaining the Bond Register, effecting the transfer of ownership of the Bonds and
18 paying interest on and principal of the Bonds.

19 "Bonds" or "Bond" means all or a portion of the King County, Washington, Limited Tax
20 General Obligation and Refunding Bonds (Various Purpose), 1996, issued pursuant to this
21 ordinance.

22 "Code" means the federal Internal Revenue Code of 1986, as amended, together with
23 corresponding and applicable final, temporary or proposed regulations and revenue rulings
24 issued or amended with respect thereto by the United States Treasury Department or the
25 Internal Revenue Service, to the extent applicable to the Bonds.

26 "Commission" means the Securities and Exchange Commission.

27 "County finance manager" means the manager of the finance division of the county office
28 of financial management or any other county officer who succeeds to the duties now delegated
29 to that office.

30 "DTC" means The Depository Trust Company, New York, New York.

31 "MSRB" means the Municipal Securities Rulemaking Board or any successor to its
32 functions.

1 "1986A Bonds" means the King County, Washington, Limited Tax General Obligation
2 Bonds, 1986, Series A, issued under date of August 1, 1986, pursuant to Ordinance No. 7710 of
3 the county, passed on July 28, 1986.

4 "1990B Bonds" means the King County, Washington, Limited Tax General Obligation
5 Bonds, 1990, Series B, issued under date of April 15, 1990, pursuant to Ordinance No. 9403 of
6 the county, passed on April 2, 1990 and Ordinance No. 9418 of the county passed on April 23,
7 1990.

8 "1991A Bonds" means the King County, Washington, Limited Tax General Obligation
9 Bonds, 1991, Series A, issued under date of March 1, 1991, pursuant to Ordinance No. 9810 of
10 the county, passed on February 11, 1991.

11 "NRMSIR" means a nationally recognized municipal securities information repository.

12 "Rebate Amount" means the amount, if any, determined to be payable with respect to the
13 Bonds by the county to the United States of America in accordance with Section 148(f) of the
14 Code.

15 "Refunded Bonds" means the Refunded 1986A Bonds, the Refunded 1990B Bonds, and
16 the Refunded 1991A Bonds, all as shall be set forth in the Sale Motion in accordance with
17 Section 20 hereof.

18 "Refunded 1986A Bonds" means any or all of the 1986A Bonds maturing on or after
19 December 1, 1997, as shall be set forth in the Sale Motion in accordance with Section 20 hereof.

20 "Refunded 1990B Bonds" means any or all of the 1990B Bonds maturing on or after
21 December 1, 2001, as shall be set forth in the Sale Motion in accordance with Section 20 hereof.

22 "Refunded 1991A Bonds" means any or all of the 1991A Bonds maturing on or after
23 December 1, 2001, as shall be set forth in the Sale Motion in accordance with Section 20 hereof.

24 "Rule" means the Commission's Rule 15c2-12 under the Securities and Exchange Act of
25 1934, as the same may be amended from time to time.

26 "Sale Motion" means the motion of the council approving a bid for the Bonds, in
27 accordance with Section 26 hereof, and ratifying and confirming the plan of refunding the
28 Refunded Bonds, if any, in accordance with Section 20 hereof.

29 "SID" means a state information depository for the State of Washington (if one is
30 created);
31
32

1 SECTION 2. Findings. The county council hereby makes the following findings:

2 A. The following projects and capital grants, all as more fully described in Exhibit A
3 hereto, will contribute to the health, safety and welfare of the citizens of the county:
4 technology-related capital improvements to county facilities; acquisition of real property
5 interests and other projects to preserve critical farmlands; acquisition of real property interest
6 and other projects to preserve sustainable forest production lands; capital improvements to the
7 county courthouse, the county aquatic center and the Issaquah district court facilities; capital
8 improvements to the surface water management facilities of the county; improvements to the
9 Kingdome; and capital grants to governmental and nonprofit entities as part of the arts and
10 historic preservation initiative.

11 B. The county may be able to realize significant debt service savings by refunding
12 the Refunded Bonds. Because market conditions may change, however, the council finds that it
13 is in the best interests of the county and its taxpayers that a final plan of refunding be established
14 by the county finance manager, in consultation with the county's financial advisors, immediately
15 preceding the public sale of the Bonds, which plan of refunding will be ratified and confirmed by
16 the council in the Sale Motion.

17 C. The issuance of a series of limited tax general obligation bonds, payable from
18 regular property taxes, to pay the costs of the projects and capital grants approved in Section 3
19 hereof, to refund the Refunded Bonds and to pay the costs of issuing such bonds will reduce the
20 overall cost of borrowing such funds and is in the best interests of the county and its citizens.

21 SECTION 3. Authorization of Projects and Grants. The county is hereby authorized to
22 acquire, construct, equip and make the capital improvements, proceed with the projects, and
23 make the capital grants, as specified in Exhibit A hereto and incorporated herein by reference.
24 The costs of such projects and grants shall also include interest on any interim financing for such
25 projects and grants pending receipt of Bond proceeds and certain costs and expenses incurred in
26 issuing the Bonds.

27 The projects authorized herein shall include the costs of sales tax, acquisition and
28 contingency allowances, financing, and any and all surveys, explorations, engineering and
29 architectural studies, drawings, designs and specifications incidental, necessary or convenient to
30 the improvements herein specified. Such projects shall also include the purchase of all materials,
31 supplies, appliances, equipment and facilities, and the permits, franchises, property and property
32 rights and administrative costs, necessary, incidental or convenient to effect the improvements.

1 The projects authorized herein may be modified where deemed advisable or necessary in
2 the judgment of the county council, and implementation or completion of any authorized project
3 shall not be required if the county council determines that it has become inadvisable or
4 impractical. If all of the projects either have been completed, or their completion duly provided
5 for, or their completion found to be inadvisable or impractical, the county may apply any
6 remaining proceeds of the Bonds, or any portion thereof, to the acquisition or improvement of
7 other county facilities as the county council in its discretion may determine. In the event that the
8 proceeds of the sale of the Bonds, plus any other moneys of the county legally available therefor,
9 are insufficient to accomplish all of the projects authorized in this section, the county shall use
10 the available funds for paying the cost of those improvements for which the Bonds were
11 authorized deemed by the county council most necessary and in the best interest of the county.

12 The county is further authorized to make the capital grants described in Exhibit A hereto.

13 SECTION 4. Purpose, Authorization and Description of Bonds; Use of Depository.

14 A. Purpose and Authorization of Bonds. The county shall now issue and sell not to
15 exceed \$172,650,000 principal amount of the Bonds for the purpose of providing the county
16 with part of the funds required to pay the costs of the projects and capital grants authorized in
17 Section 3 hereof, to refund the Refunded Bonds, and to pay the costs of issuing the Bonds. The
18 Bonds shall be issued and sold in an aggregate principal amount to be established as provided in
19 Section 26 hereof.

20 B. Description. The Bonds shall be designated "King County, Washington, Limited
21 Tax General Obligation and Refunding Bonds (Various Purpose), 1996" (the "Bonds"), shall be
22 fully registered as to both principal and interest, shall be in the denomination of \$5,000 each or
23 any integral multiple thereof (but no Bond shall represent more than one maturity), shall be
24 numbered separately in such manner and with any additional designation as the Bond Registrar
25 deems necessary for purposes of identification, and shall be dated as of such date and shall
26 mature on the dates, in the years and the amounts established as provided in Section 26 hereof.

27 The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day
28 months) from their date or from the most recent interest payment date for which interest has
29 been paid or duly provided for, whichever is later, payable on semiannual interest payment dates
30 to be established as provided in Section 26 hereof, at the rate or rates bid by the successful
31 bidder at public sale and accepted by motion of the county council, as provided in Section 26
32 hereof.

1 The Bonds shall be negotiable instruments to the extent provided by RCW 62A.8-105.

2 C. Initial Immobilization of Bonds; Depository Provisions. The Bonds initially shall
3 be held in fully immobilized form by DTC acting as depository pursuant to the terms and
4 conditions set forth in the Blanket Issuer Letter of Representations heretofore authorized to be
5 executed by the county finance manager. Neither the county nor the Bond Registrar shall have
6 any responsibility or obligation to DTC participants or the persons for whom they act as
7 nominees with respect to the Bonds with respect to the accuracy of any records maintained by
8 DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in
9 respect of principal or redemption price or interest on the Bonds, any notice that is permitted or
10 required to be given to Registered Owners under this ordinance (except such notice as is
11 required to be given by the county to the Bond Registrar or to DTC), the selection by DTC or
12 any DTC participant of any person to receive payment in the event of a partial redemption of the
13 Bonds or any consent given or other action taken by DTC as owner of the Bonds.

14 The Bonds initially shall be issued in denominations equal to the aggregate principal
15 amount of each maturity and initially shall be registered in the name of CEDE & Co., as the
16 nominee of DTC. The Bonds so registered shall be held in fully immobilized form by DTC as
17 depository. For so long as any Bonds are held in fully immobilized form, DTC, its successor or
18 any substitute depository appointed by the county, as applicable, shall be deemed to be the
19 Registered Owner for all purposes hereunder and all references to Registered Owners,
20 bondowners, bondholders, owners or the like shall mean DTC or its nominees and shall not
21 mean the owners of any beneficial interests in the Bonds. Registered ownership of such Bonds,
22 or any portions thereof, may not thereafter be transferred except:

- 23 1. To any successor of DTC or its nominee, if that successor shall be
24 qualified under any applicable laws to provide the services proposed to be provided by it;
- 25 2. To any substitute depository appointed by the county pursuant to this
26 subsection or such substitute depository's successor; or
- 27 3. To any person as herein provided if the Bonds are no longer held in
28 immobilized form.

29 Upon the resignation of DTC or its successor (or any substitute depository or its
30 successor) from its functions as depository, or a determination by the county that it is no longer
31 in the best interests of beneficial owners of the Bonds to continue the system of book entry
32 transfers through DTC or its successor (or any substitute depository or its successor), the

1 county may appoint a substitute depository. Any such substitute depository shall be qualified
2 under any applicable laws to provide the services proposed to be provided by it.

3 In the case of any transfer pursuant to clause (1) or (2) of the second paragraph of this
4 subsection, the Bond Registrar, upon receipt of all outstanding Bonds together with a written
5 request on behalf of the county, shall issue a single new Bond for each maturity of Bonds then
6 outstanding, registered in the name of such successor or such substitute depository, or their
7 nominees, as the case may be, all as specified in such written request of the county.

8 In the event that DTC or its successor (or substitute depository or its successor) resigns
9 from its functions as depository, and no substitute depository can be obtained; or the county
10 determines that it is in the best interests of the beneficial owners of the Bonds that they be able
11 to obtain Bond certificates, the ownership of Bonds may be transferred to any person as herein
12 provided, and the Bonds shall no longer be held in fully immobilized form. The county shall
13 deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to
14 issue Bonds as herein provided in any authorized denomination. Upon receipt of all then
15 outstanding Bonds by the Bond Registrar, together with a written request on behalf of the
16 county to the Bond Registrar, new Bonds shall be issued in such denominations and registered in
17 the names of such persons as are requested in such a written request.

18 D. Place, Manner and Medium of Payment. Both principal of and interest on the
19 Bonds shall be payable in lawful money of the United States of America. For so long as
20 outstanding Bonds are registered in the name of CEDE & Co., or its registered assigns, as
21 nominee of DTC, payments of principal of and interest on the Bonds shall be made in next day
22 funds on the date such payment is due and payable at the place and in the manner provided in the
23 Letter of Representations.

24 In the event that Bonds are no longer held in fully immobilized form by DTC or its
25 successor (or substitute depository or its successor), interest on the Bonds shall be paid by
26 checks or drafts mailed, or by wire transfer, to owners of Bonds at the addresses for such
27 owners appearing on the Bond Register on the 15th day of the calendar month preceding the
28 interest payment date. Wire transfer will be made only if so requested in writing and if the
29 owner owns at least one million dollars (\$1,000,000) par value of the Bonds. Principal of the
30 Bonds shall be payable at maturity or on such dates as may be fixed for prior redemption upon
31 presentation and surrender of the Bonds by the owners at either principal office of the Bond
32 Registrar in Seattle, Washington, or New York, New York, at the option of such owners.

1 SECTION 5. Optional Redemption of Bonds. The county may reserve the right to
2 redeem outstanding Bonds prior to their maturity on the dates and at the prices determined by
3 motion of the county council upon sale of the Bonds in accordance with Section 26 hereof.
4 Portions of the principal amount of any Bond, in increments of \$5,000 or any integral multiple of
5 \$5,000, may be redeemed. If less than all of the principal amount of any Bond is redeemed,
6 upon surrender of such Bond at the principal office of the Bond Registrar there shall be issued to
7 the registered owner, without charge therefor, for the then unredeemed balance of the principal
8 amount thereof, a new Bond or Bonds, at the option of the registered owner, of like maturity
9 and interest rate in any denomination authorized by this ordinance.

10 All Bonds purchased or redeemed under this section shall be canceled by the Bond
11 Registrar and shall not be reissued.

12 SECTION 6. Notice and Effect of Redemption. Unless waived by the registered owner
13 of Bonds to be redeemed or the nominee of such owner, official notice of any such redemption
14 shall be given by the Bond Registrar on behalf of the county by mailing a copy of an official
15 redemption notice by certified or registered mail, postage prepaid, not less than 30 nor more
16 than 60 days prior to the date fixed for redemption, to the registered owner of the Bond or
17 Bonds to be redeemed at the address shown on the Bond Register or at such other address as is
18 furnished in writing by such registered owner to the Bond Registrar. The Bond Registrar shall
19 provide additional notice of redemption of the Bonds to each NRMSIR and SID, if any, in
20 accordance with the ongoing disclosure provisions to be adopted by motion of the county
21 council pursuant to Section 30 hereof.

22 All official notices of redemption shall be dated and shall state:

- 23 A. the redemption date;
- 24 B. the redemption price;
- 25 C. if less than all outstanding Bonds are to be redeemed, the identification (and, in
26 the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- 27 D. that on the redemption date the redemption price will become due and payable
28 upon each such Bond or portion thereof called for redemption, and that interest thereon shall
29 cease to accrue from and after said date; and
- 30 E. the place where such Bonds are to be surrendered for payment of the redemption
31 price, which place of payment shall be either of the principal offices of the Bond Registrar.
32

1 Such notice of redemption shall be mailed within the same period, postage prepaid, to
2 Moody's Investors Service, Inc. and Standard & Poor's Ratings Group at their offices in New
3 York, New York, or their successors, and to such other persons and with such additional
4 information as the county finance manager shall deem appropriate, but such mailings shall not be
5 a condition precedent to the redemption of the Bonds.

6 Prior to any redemption date, the county shall deposit with the Bond Registrar an
7 amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds
8 which are to be redeemed on that date.

9 Official notice of redemption having been given as aforesaid, the Bonds or portions of
10 Bonds so to be redeemed shall, on the redemption date, become due and payable at the
11 redemption price therein specified, and from and after such date (unless the county shall default
12 in the payment of the redemption price upon presentation) such Bonds or portions of Bonds
13 shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with
14 said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments
15 of interest due on or prior to the redemption date shall be payable as herein provided for
16 payment of interest. Upon the payment of the redemption price of Bonds being redeemed, each
17 check or other transfer of funds issued for such purpose shall bear the CUSIP number
18 identifying; by issue and maturity, the Bonds being redeemed with the proceeds of such check or
19 other transfer. Upon surrender for any partial redemption of any Bond, there shall be prepared
20 for the registered owner a new Bond or Bonds of the same maturity in the amount of unpaid
21 principal.

22 In addition to the foregoing notice, further notice shall be given by the Bond Registrar as
23 set out below, but no defect in said further notice nor any failure to give all or any portion of
24 such further notice shall in any manner defeat the effectiveness of a call for redemption if notice
25 thereof is given as above prescribed.

26 1. Each further notice of redemption given hereunder shall contain the information
27 required above for an official notice of redemption plus: the CUSIP numbers of all Bonds being
28 redeemed; the date of issue of the Bonds as originally issued; the rate of interest borne by each
29 Bond being redeemed; the maturity date of each Bond being redeemed; and any other
30 descriptive information needed to identify accurately the Bonds being redeemed.

31 2. Each further notice of redemption shall be sent at least 35 days before the
32 redemption date by registered or certified mail or overnight delivery service to all registered

1 securities depositories then in the business of holding substantial amounts of obligations of types
2 comprising the Bonds (such depositories now being The Depository Trust Company of New
3 York, New York, Midwest Securities Trust Company of Chicago, Illinois and Philadelphia
4 Depository Trust Company of Philadelphia, Pennsylvania).

5 The requirements of this section shall be deemed to be complied with when notice is
6 mailed as herein provided, whether or not it is actually received by the owner.

7 SECTION 7. Form of Bonds. The Bonds shall be in substantially the following form:

8 NO. _____ \$ _____

9 UNITED STATES OF AMERICA

10 STATE OF WASHINGTON

11 KING COUNTY

12 LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND
13 (VARIOUS PURPOSE), 1996
14

15 INTEREST RATE: MATURITY DATE: CUSIP NO.:

16 SEE REVERSE SIDE FOR
17 CERTAIN ADDITIONAL PROVISIONS

18 REGISTERED OWNER:

19 PRINCIPAL AMOUNT:

20
21 KING COUNTY, WASHINGTON (the "County"), hereby acknowledges itself to owe
22 and for value received promises to pay to the Registered Owner identified above, or registered
23 assigns, on the Maturity Date specified above, the Principal Amount specified above and to pay
24 interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from
25 _____, 1996, or the most recent date to which interest has been paid or duly provided for
until payment of this bond at the Interest Rate set forth above, payable on _____ 1,
1996, and semiannually thereafter on the first days of each succeeding _____ and
_____.

26 Both principal of and interest on this bond are payable in lawful money of the United
27 States of America. While bonds are held on immobilized "book entry" system of registration,
28 the principal of this bond is payable to the order of the Registered Owner in same day funds
29 received by the Registered Owner on the maturity date of this bond, and the interest on this
30 bond is payable to the order of the Registered Owner in same day funds received by the
31 Registered Owner on each interest payment date. When Bonds are no longer held on an
32 immobilized "book entry" registration system, the principal shall be paid to the Registered
Owner or nominee of such owner upon presentation and surrender of this bond at either of the
principal offices of the fiscal agency of the State of Washington in either Seattle, Washington or
New York, New York (collectively the "Bond Registrar"), and the interest shall be paid by
mailing a check or draft (on the date such interest is due) to the Registered Owner or nominee of

1 such owner at the address shown on the registration books maintained by the Bond Registrar
2 (the "Bond Register") as of the 15th day of the month prior to the interest payment date.

3 If so requested in writing by the Registered Owner of at least \$1,000,000 par value of
4 the Bonds, interest will be paid by wire transfer.

5 Reference is hereby made to additional provisions of this bond set forth on the reverse
6 side hereof and such additional provisions shall for all purposes have the same effect as if set
7 forth in this space.

8 This bond shall not be valid or become obligatory for any purpose or be entitled to any
9 security or benefit under King County Ordinance No. _____ (the "Bond
10 Ordinance") until the Certificate of Authentication hereon shall have been manually signed by the
11 Bond Registrar.

12 It is hereby certified that all acts, conditions and things required by the Constitution and
13 statutes of the State of Washington and the Charter and ordinances of the County to exist, to
14 have happened, been done and performed precedent to and in the issuance of this bond have
15 happened, been done and performed and that the issuance of this bond and the bonds of this
16 series does not violate any constitutional, statutory or other limitation upon the amount of
17 bonded indebtedness that the County may incur.

18 IN WITNESS WHEREOF, the County has caused this bond to be executed by the
19 manual or facsimile signatures of the County Executive and the Clerk of the County Council,
20 and the seal of the County to be impressed or imprinted hereon, as of this _____ day of
21 _____, 1996.

22 KING COUNTY, WASHINGTON

23 By _____
24 County Executive

25 ATTEST:

26 _____
27 Clerk of the Council

28 ADDITIONAL PROVISIONS

29 This bond is one of an authorized issue of bonds of like date and tenor, except as to
30 number, amount, rate of interest and date of maturity, in the aggregate principal amount of
31 \$ _____, and is issued to pay a portion of the costs to acquire, construct, equip and make
32 capital improvements to certain County facilities and projects, to make capital grants, and to
33 refund certain limited tax general obligation bonds of the County.

34 The bonds of this issue are issued under and in accordance with the provisions of the
35 Constitution and applicable statutes of the State of Washington, the County Charter and
36 applicable ordinances duly adopted by the County.

37 The County has reserved the right to redeem outstanding bonds of this issue maturing on
38 or after _____ 1, 200__ in whole on any date or in part on any interest payment date, on or
39 after _____ 1, 200__, maturities to be redeemed to be selected by the County (and by lot
40 within a maturity, in increments of \$5,000, with the manner of selection to be as chosen by the
41 Bond Registrar) at par plus accrued interest to the date of redemption.

1
2 Portions of the principal sum of this bond in installments of \$5,000 or any integral
3 multiple thereof also may be redeemed in accordance with the provisions set forth above, and if
4 less than all of the principal sum hereof is to be redeemed, upon the surrender of this bond at the
5 principal offices of the Bond Registrar there shall be issued to the Registered Owner, without
6 charge therefor, for the then unredeemed balance of the principal sum hereof, at the option of
7 the owner, a bond or bonds of like maturity and interest rate in any of the denominations
8 authorized by the Bond Ordinance.

9 Notice of redemption, unless waived, is given by the Bond Registrar by mailing an
10 official redemption notice by certified or registered mail, postage prepaid, not less than 30 days
11 and not more than 60 days prior to the date fixed for redemption, to the Registered Owner of
12 any bond to be redeemed at the address appearing on the Bond Register. The requirements for
13 such notice shall be deemed to be complied with when notice is mailed as herein provided,
14 regardless of whether or not it is actually received by the owner of any bond.

15 If such notice has been given and if the County has set aside, on the date fixed for
16 redemption, sufficient money for the payment of all bonds called for redemption, the bonds so
17 called shall cease to accrue interest after such redemption date, and all such bonds shall no
18 longer be deemed to be outstanding for any purpose, except that the Registered Owners thereof
19 shall be entitled to receive payment of the redemption price and accrued interest to the
20 redemption date from the money set aside for such purpose.

21 The County hereby irrevocably covenants and agrees with the owner of this bond that it
22 will annually include in its budget and levy taxes, within and as a part of the tax levy permitted
23 to counties without a vote of the electorate upon all the property subject to taxation, in an
24 amount sufficient, together with all other moneys legally available therefor, to pay the principal
25 of and interest on this bond as the same shall become due. The full faith, credit and resources of
26 the County are hereby irrevocably pledged for the annual levy and collection of such taxes and
27 the prompt payment of such principal and interest.

28 The pledge of tax levies for repayment of principal of and interest on the bonds may be
29 discharged prior to maturity of the bonds by making provisions for the payment thereof on the
30 terms and conditions set forth in the Bond Ordinance.

31 The following abbreviations, when used in the inscription on the face of the within bond,
32 shall be construed as though they were written out in full according to applicable laws or
regulations.

- 33 TEN COM - as tenants in common
- 34 TEN ENT - as tenants by the entireties
- 35 JT TEN - as joint tenants with right of survivorship and not as tenants in common

36 UNIF GIFT MIN ACT - _____ Custodian _____
37 (Cust) (Minor)

38 under Uniform Gifts to Minors Act

39 _____
40 (State)

41 Additional abbreviations may also be used though not listed above.

1 The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially
2 the following form:

3 CERTIFICATE OF AUTHENTICATION

4 This bond is one of the bonds described in the within mentioned Bond Ordinance and is
5 one of the Limited Tax General Obligation and Refunding Bonds (Various Purpose), 1996, of
6 King County, Washington, dated _____, 1996.

7 WASHINGTON STATE FISCAL AGENCY, as
8 Bond Registrar

9 By _____
10 Authorized Officer

11 ASSIGNMENT

12 FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

13
14 PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION
15 NUMBER OF TRANSFEREE

16

17 (Please print or typewrite name and address, including zip code of Transferee)

18 the within bond and does hereby irrevocably constitute and appoint _____
19 of _____, or its successor, as Bond Registrar to transfer said bond on the
20 books kept for registration thereof with full power of substitution in the premises.

21 DATED: _____, 19__.

22
23 NOTE: The signature on this Assignment must
24 correspond with the name of the registered owner
25 as it appears upon the face of the within bond in
26 every particular, without alteration or enlargement
or any change whatever.

27 SIGNATURE GUARANTEED:
28 _____
29

30 SECTION 8. Execution of Bonds. The Bonds shall be executed on behalf of the county
31 with the manual or facsimile signatures of the county executive and the clerk of the council, and
32 shall have the seal of the county impressed or imprinted thereon.

1 In case either or both of the officers who shall have executed the Bonds shall cease to be
2 an officer or officers of the county before the Bonds so signed shall have been authenticated or
3 delivered by the Bond Registrar, or issued by the county, such Bonds may nevertheless be
4 authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be
5 as binding upon the county as though those who signed the same had continued to be such
6 officers of the county. Any Bond also may be signed and attested on behalf of the county by
7 such persons as at the actual date of execution of such Bond shall be the proper officers of the
8 county although at the original date of such Bond any such person shall not have been such
9 officer of the county.

10 Only such Bonds as shall bear thereon a Certificate of Authentication in the form
11 hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for
12 any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall
13 be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated
14 and delivered hereunder and are entitled to the benefits of this ordinance.

15 SECTION 9. Bond Registrar. The county hereby adopts the system of registration
16 specified and approved by the Washington State Finance Commission. The Bond Registrar shall
17 keep, or cause to be kept, at its principal corporate trust office, sufficient books for the
18 registration and transfer of the Bonds which shall at all times be open to inspection by the
19 county. Such Bond Register shall contain the name and mailing address of the owner of each
20 Bond or nominee of such owner and the principal amount and number of Bonds held by each
21 owner or nominee. The Bond Registrar is authorized, on behalf of the county, to authenticate
22 and deliver the Bonds transferred or exchanged in accordance with the provisions of such Bonds
23 and this ordinance and to carry out all of the Bond Registrar's powers and duties under this
24 ordinance.

25 The Bond Registrar shall be responsible for its representations contained in the
26 Certificate of Authentication on the Bonds. The Bond Registrar may become the owner of
27 Bonds with the same rights it would have if it were not the Bond Registrar, and to the extent
28 permitted by law may act as depository for and permit any of its officers or directors to act as a
29 member of, or in any other capacity with respect to, any committee formed to protect the rights
30 of Bond owners.

31 Upon surrender thereof to the Bond Registrar, the Bonds are interchangeable for Bonds
32 in any authorized denomination of an equal aggregate principal amount and of the same interest

1 rate and maturity. Bonds may be transferred only if endorsed in the manner provided thereon
2 and surrendered to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the
3 surrendered Bond and shall authenticate and deliver, without charge to the owner or transferee
4 therefor (other than taxes, if any, payable on account of such transfer), a new Bond (or Bonds,
5 at the option of the new registered owner) of the same maturity and interest rate and for the
6 same aggregate principal amount, in any authorized denomination, naming as registered owner
7 the person or persons listed as the assignee on the assignment form appearing on the
8 surrendered Bond, in exchange for such surrendered and canceled Bond. The Bond Registrar
9 shall not be obligated to transfer or exchange any Bond during a period beginning at the opening
10 of business on the 15th day of the month next preceding any interest payment or principal
11 payment date and ending at the close of business on such payment date.

12 The county and the Bond Registrar, each in its discretion, may deem and treat the
13 registered owner of each Bond as the absolute owner thereof for all purposes, and neither the
14 county nor the Bond Registrar shall be affected by any notice to the contrary.

15 SECTION 10. Mutilated, Lost, or Destroyed Bonds. If any Bond shall become
16 mutilated, the Bond Registrar shall authenticate and deliver a new Bond of like amount, date,
17 interest rate and tenor in exchange and substitution for the Bond so mutilated, upon the owner's
18 paying the expenses and charges of the county and the Bond Registrar in connection therewith
19 and upon surrender to the Bond Registrar of the Bond so mutilated. Every mutilated Bond so
20 surrendered shall be canceled and destroyed by the Bond Registrar.

21 In case the Bonds or any of them shall be lost, stolen or destroyed, the Bond Registrar
22 may authenticate and deliver a new Bond or Bonds of like amount, date, and tenor to the
23 registered owner thereof upon the owner's paying the expenses and charges of the county and
24 the Bond Registrar in connection therewith and upon his/her filing with the Bond Registrar
25 evidence satisfactory to the Bond Registrar that such Bond or Bonds were actually lost, stolen
26 or destroyed and of his/her ownership thereof, and upon furnishing the county and Bond
27 Registrar with indemnity satisfactory to the county finance manager and the Bond Registrar.

28 SECTION 11. Covenants and Warranties. The county makes the following covenants
29 and warranties:

30 A. The county has full legal right, power and authority to adopt this ordinance, to
31 sell, issue and deliver the Bonds as provided herein, and to carry out and consummate all other
32 transactions contemplated by this ordinance.

1 B. By all necessary official action prior to or concurrently herewith, the county has
2 duly authorized and approved the execution and delivery of, and the performance by the county
3 of its obligations contained in the Bonds and in this ordinance and the consummation by it of all
4 other transactions necessary to effectuate this ordinance in connection with the issuance of the
5 Bonds, and such authorizations and approvals are in full force and effect and have not been
6 amended, modified or supplemented in any material respect.

7 C. This ordinance constitutes a legal, valid and binding obligation of the county.

8 D. The Bonds, when issued, sold, authenticated and delivered, will constitute the
9 legal, valid and binding general obligations of the county.

10 E. Until all Bonds shall have been surrendered and canceled, the county will
11 maintain or cause to be maintained a system of registration of the Bonds that complies with the
12 applicable provisions of the Code.

13 F. The adoption of this ordinance, and compliance on the county's part with the
14 provisions contained herein, will not conflict with or constitute a breach of or default under any
15 constitutional provisions, law, administrative regulation, judgment, decree, loan agreement,
16 indenture, bond, note, resolution, ordinance, motion, agreement or other instrument to which
17 the county is a party or to which the county or any of its property or assets are otherwise
18 subject, nor will any such adoption, execution, delivery, sale, issuance or compliance result in
19 the creation or imposition of any lien, charge or other security interest or encumbrance of any
20 nature whatsoever upon any of the property or assets of the county or under the terms of any
21 such law, regulation or instrument, except as may be provided by the Bonds and this ordinance.

22 G. The county finds and covenants that the Bonds are issued within all statutory and
23 constitutional debt limitations applicable to the county.

24 H. None of the proceeds of the Bonds will be used for any purpose other than as
25 provided in this ordinance, and the county shall not suffer any amendment or supplement to this
26 ordinance, or any departure from the due performance of the obligations of the county
27 hereunder, which might materially adversely affect the rights of the owners from time to time of
28 the Bonds.

29 SECTION 12. Application of Bond Proceeds--Technology/Systems. There is hereby
30 created the "Technology/Systems Fund, 1996." This fund shall be a first tier fund managed by
31 the computer and communication services division.
32

1 There shall be deposited into said fund approximately \$30,415,098 of Bond proceeds at
2 the time of delivery of the Bonds to pay a portion of the costs of certain technology-related
3 projects, as described in Exhibit A hereto.

4 SECTION 13. Application of Bond Proceeds--Farmland Preservation. There is hereby
5 created the "Farmland Preservation Capital Fund 1996." This fund shall be a first tier fund
6 managed by the office of open space.

7 There shall be deposited into said fund approximately \$3,000,000 of Bond proceeds at
8 the time of delivery of the Bonds to acquire real property interests and finance other projects for
9 preserving critical farmlands.

10 SECTION 14. Application of Bond Proceeds--Working Forest Preservation. There is
11 hereby created the "Working Forest Preservation Capital Fund 1996." This fund shall be a first
12 tier fund managed by the office of open space.

13 There shall be deposited into said fund approximately \$3,000,000 of Bond proceeds at
14 the time of delivery of the Bonds to acquire real property interests and finance other projects for
15 preserving sustainable forest production lands.

16 SECTION 15. Application of Bond Proceeds--County Acquisition and Renovation;
17 Costs of Issuance. There is hereby created the "Capital Acquisition and Renovation Fund
18 1996." This fund shall be a first tier fund managed by the construction and facilities
19 management department.

20 There shall be deposited into said fund approximately \$10,205,000 of Bond proceeds at
21 the time of delivery of the Bonds to fund improvements to the county courthouse and the
22 Issaquah district court and to pay a portion of the costs of acquiring, constructing and equipping
23 improvements to the county aquatic center, as described in Exhibit A hereto and approximately
24 \$150,000 to pay a portion of the costs of the issuance of the Bonds.

25 SECTION 16. Application of Bond Proceeds--Surface Water Management. There is
26 hereby created the "Surface Water Management Capital Construction Fund 1996." This fund
27 shall be a first tier fund managed by the surface water management division.

28 There shall be deposited into said fund approximately \$12,400,000 of Bond proceeds at
29 the time of delivery of the Bonds to pay a portion of the cost of acquiring, constructing and
30 equipping improvements to the county's surface water management facilities.

31 SECTION 17. Application of Bond Proceeds--Kingdome. There has heretofore been
32 created the Stadium Fund. This is a first tier fund managed by the stadium administration

1 department. There shall be deposited into said fund approximately \$4,000,000 of Bond
2 proceeds at the time of delivery of the Bonds to make improvements to the Kingdome.

3 There has heretofore been created the King County Limited Tax General Obligation
4 Bond Fund. There shall be deposited into said fund approximately \$68,000,000 of Bond
5 proceeds at the time of delivery of the Bonds to repay certain short-term obligations of the
6 county issued to finance improvements to the Kingdome.

7 SECTION 18. Application of Bond Proceeds - Arts and Historic Preservation Grants.

8 There has heretofore been created the "Arts Initiative 1996 Fund." This is a first tier fund
9 managed by the cultural resources division.

10 There shall be deposited into said fund approximately \$4,535,000 of Bond proceeds at
11 the time of delivery of the Bonds to make the arts and historic preservation grants, as described
12 in Exhibit A hereto.

13 SECTION 19. Application of Bond Proceeds--One Percent for Art Fund. There has
14 heretofore been created the "One Percent for Art Fund," into which shall be transferred from
15 proceeds of the Bonds, the amounts determined by the chief financial officer to be necessary to
16 comply with the provisions of Section 4.40.040 of the county code. Amounts in such fund shall
17 be used for the purposes authorized by law for deposits in the One Percent for Art Fund.

18 SECTION 20. Application of Bond Proceeds--Refunding

19 A. Plan of Refunding. There is hereby authorized and established a special account
20 of the county to be maintained with the Escrow Agent (as hereinafter defined) to be known as
21 the "King County 1996 Limited Tax General Obligation Bond Refunding Account" (the "1996
22 Refunding Account"), which account shall be drawn upon for the sole purpose of paying the
23 principal of and interest on the Refunded Bonds and of paying costs related to issuance of the
24 Bonds and refunding the Refunded Bonds. A portion of the proceeds of sale of the Bonds shall
25 be deposited into the 1996 Refunding Account to provide for refunding the Refunded Bonds, as
26 authorized by Ordinance Nos. 7710, 9403, 9418 and 9810, as applicable, and to pay a portion of
27 the costs of issuance of the Bonds.

28 The county finance manager is authorized to determine, in consultation with the county's
29 financial advisors, which of the Refunded Bonds, if any, are to be refunded. The final plan of
30 refunding and call for redemption of the Refunded Bonds shall be set forth in and ratified and
31 confirmed by the Sale Motion. Money in the 1996 Refunding Account shall be used
32 immediately upon receipt thereof to defease the Refunded Bonds and discharge the other

1 obligations of the county relating thereto under Ordinance Nos. 7710, 9403, 9418 and 9810, as
2 applicable, by providing for the payment of the principal of and interest on the Refunded Bonds
3 as set forth in the Sale Motion. The county shall defease such bonds and discharge such
4 obligations by the use of the money in the 1996 Refunding Account to purchase certain
5 "Government Obligations" as such obligations are defined in Chapter 39.53 RCW as now or
6 hereafter amended (which obligations so purchased, are herein called "Acquired Obligations"),
7 bearing such interest and maturing as to principal and interest in such amounts and at such times
8 which, together with any necessary beginning cash balance, will provide for the payment of the
9 Refunded Bonds, as set forth in the Sale Motion. Such Acquired Obligations shall be purchased
10 at a yield not greater than the yield permitted by the Code and regulations relating to acquired
11 obligations in connection with refunding bond issues.

12 In order to carry out the refunding and defeasance of the Refunded Bonds, the county
13 finance manager is hereby authorized to appoint as escrow agent a bank or trust company
14 qualified by law to perform the duties described herein and in the form of escrow agreement
15 attached hereto as Exhibit B (the "Escrow Agent"). Any beginning cash balance and the
16 Acquired Obligations shall be irrevocably deposited with the Escrow Agent in an amount
17 sufficient to defease the Refunded Bonds in accordance with this Section 20 and the Sale
18 Motion.

19 The county will take such actions as are found necessary to see that all necessary and
20 proper fees, compensation and expenses of the Escrow Agent shall be paid when due. The
21 proper officers and agents of the county are directed to obtain from the Escrow Agent an
22 agreement setting forth the duties, obligations and responsibilities of the Escrow Agent in
23 connection with the redemption and retirement of the Refunded Bonds as provided herein and
24 stating that such provisions for the payment of the fees, compensation and expenses of such
25 Escrow Agent are satisfactory to it.

26 To carry out the purposes of this section of this ordinance, the county finance manager is
27 authorized and directed to execute and deliver to the Escrow Agent the Escrow Agreement in
28 substantially the form set forth in Exhibit B attached to this ordinance and incorporated herein
29 by this reference.

30 B. Findings of Savings and Defeasance. By the Sale Motion, the council shall set
31 forth its findings of savings and defeasance with respect to those Refunded Bonds, if any,
32 authorized to be refunded from the proceeds of the Bonds.

1 SECTION 21. Application of Bond Funds--General. The exact amounts to be
2 deposited in accordance with Sections 12 through 19 above shall be determined by the county
3 finance manager upon the sale of the Bonds. The amounts so deposited may be used to repay
4 interim borrowing used to pay the costs of the improvements authorized in Section 3 hereof.

5 Funds deposited in the funds and accounts established in Sections 12 through 19 above
6 shall be invested as permitted by law for the sole benefit of the respective funds. Irrespective of
7 the general provisions of Ordinance No. 7112 and K.C. 4.10, the county current expense fund
8 shall not receive any earnings attributable to such funds. Money other than proceeds of the
9 Bonds may be deposited in the funds and accounts established under Sections 12 through 19
10 above; provided, that proceeds of the Bonds and earnings thereon shall be accounted for
11 separately for purposes of the calculations required to be made under Section 24 hereof. For
12 purposes of such calculations, Bond proceeds shall be deemed to have been expended first.

13 SECTION 22. Bond Redemption Fund. There has heretofore been created in the office
14 of financial management of the county a special fund to be drawn upon for the purpose of paying
15 the principal of and interest on the limited tax general obligation bonds of the county. There is
16 hereby created within said fund a special account of the county to be known as the "1996
17 Limited Tax General Obligation Bond Redemption Account" (the "Bond Fund").

18 The accrued interest on the Bonds and any proceeds that represent less than the
19 maximum discount permitted in the Official Notice of Bond Sale shall be deposited in the Bond
20 Fund at the time of delivery of the Bonds and shall be applied to the payment of interest on the
21 Bonds. Any premium received upon the sale of the Bonds shall be deposited into the Bond
22 Fund and applied to the payment of principal of or interest on the Bonds.

23 The taxes hereafter levied for the purpose of paying principal of and interest on the
24 Bonds and other funds to be used to pay the Bonds shall be deposited in the Bond Fund no later
25 than the date such funds are required for the payment of principal of and interest on the Bonds;
26 provided, however, that if the payment of principal of and interest on the Bonds is required prior
27 to the receipt of such levied taxes, the county may make an interfund loan to the Bond Fund
28 pending actual receipt of such taxes. The Bond Fund shall be drawn upon for the purpose of
29 paying the principal of and interest on the Bonds. Money in the Bond Fund not needed to pay
30 the interest or principal next coming due may temporarily be deposited in such institutions or
31 invested in such obligations as may be lawful for the investment of county funds. The Bond
32 Fund shall be a second tier fund in accordance with Ordinance No. 7112 and K.C. 4.10.

1 SECTION 23. Pledge of Taxation and Credit. The county hereby irrevocably covenants
2 and agrees for as long as any of the Bonds are outstanding and unpaid, that each year it will
3 include in its budget and levy an *ad valorem* tax upon all the property within the county subject
4 to taxation in an amount which will be sufficient, together with all other revenues and moneys of
5 the county legally available for such purposes, to pay the principal of and interest on the Bonds
6 as the same shall become due. All of such taxes so collected and any other moneys to be used
7 for such purposes shall be paid into the Bond Fund.

8 The county hereby irrevocably pledges that the annual tax provided for herein to be
9 levied for the payment of such principal and interest shall be within and as a part of the tax levy
10 permitted to counties without a vote of the people, and that a sufficient portion of each annual
11 levy to be levied and collected by the county prior to the full payment of the principal of and
12 interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for
13 the payment of the principal of and interest on the Bonds.

14 The full faith, credit and resources of the county are hereby irrevocably pledged for the
15 annual levy and collection of said taxes and for the prompt payment of the principal of and
16 interest on the Bonds as the same shall become due.

17 SECTION 24. Tax-Exemption. The county shall comply with the provisions of this
18 section unless, in the written opinion of nationally-recognized bond counsel to the county, such
19 compliance is not required in order to maintain the exemption of the interest on the Bonds from
20 federal income taxation.

21 The county hereby covenants that it will not make any use of the proceeds from the sale
22 of the Bonds or any other funds of the county which may be deemed to be proceeds of such
23 Bonds pursuant to Section 148 of the Code and the applicable regulations thereunder which will
24 cause the Bonds to be "arbitrage bonds" within the meaning of said section and said regulations.
25 The county will comply with the applicable requirements of Section 148 of the Code (or any
26 successor provision thereof applicable to the Bonds) and the applicable regulations thereunder
27 throughout the term of the Bonds.

28 The county further covenants that it will not take any action or permit any action to be
29 taken that would cause the Bonds to constitute "private activity bonds" under Section 141 of the
30 Code.

31 SECTION 25. Arbitrage Rebate. The county will pay the Rebate Amount, if any, to the
32 United States of America at the times and in the amounts necessary to meet the requirements of

1 the Code to maintain the federal income tax exemption for interest payments on the Bonds, in
2 accordance with the Arbitrage and Tax Certification.

3 SECTION 26. Sale of Bonds. The Bonds shall be sold at public sale and bids for the
4 purchase of the Bonds shall be received at the county's purchasing office, Room 610, King
5 County Administration Building, 500 Fourth Avenue, Seattle, Washington, at 10:00 a.m. on
6 January 8, 1996, or at such other time and date as the county finance manager shall direct.

7 Upon the date and time established for the receipt of bids for the Bonds, the county
8 finance manager or his designee shall open the bids for the Bonds, shall cause the bids to be
9 mathematically verified and shall report to the county council regarding the bids received. Such
10 bids shall be publicly read, considered and acted upon by the county council in an open public
11 meeting. The county council reserves the right to reject any and all bids for the Bonds. Bids for
12 the Bonds must be on an all or none basis. The county council by the Sale Motion shall approve
13 the sale of the Bonds, establish the date, interest rates, and redemption provisions of the Bonds,
14 and ratify and confirm any plan of refunding the Refunded Bonds.

15 The county finance manager is hereby authorized and directed to prepare an Official
16 Notice of Bond Sale for the Bonds substantially in the form and content presented to the county
17 council and on file with the clerk of the council, with such changes not inconsistent with this
18 ordinance as the county finance manager shall approve. The county finance manager is hereby
19 authorized to establish the principal amount, interest payment dates, maturity schedule and
20 redemption provisions for the Bonds in such Official Notice of Bond Sale so long as the
21 aggregate principal amount of the Bonds does not exceed \$172,650,000 and the final maturity is
22 no later than the year 2017. The Official Notice of Bond Sale or an abridged form thereof shall
23 be published once prior to such sale date in The Bond Buyer and may be published in such other
24 papers or financial journals as may be deemed desirable or appropriate by the financial advisors
25 to the county.

26 SECTION 27. Delivery of Bonds. Following the sale of the Bonds, the county shall
27 cause definitive Bonds to be prepared, executed and delivered, which Bonds shall be
28 typewritten, lithographed or printed with engraved or lithographed borders.

29 If definitive Bonds are not ready for delivery by the date established for their delivery to
30 the initial purchasers thereof, then the county finance manager, upon the approval of the
31 purchasers, may cause to be issued and delivered to the purchasers one or more temporary
32 Bonds with appropriate omissions, changes and additions. Any temporary Bond or Bonds shall

1 be entitled and subject to the same benefits and provisions of this ordinance with respect to the
2 payment, security and obligation thereof as definitive Bonds authorized thereby. Such
3 temporary Bond or Bonds shall be exchangeable without cost to the owners thereof for
4 definitive Bonds when the latter are ready for delivery.

5 SECTION 28. Preliminary Official Statement Declaration. The county has authorized its
6 financial advisors to prepare a preliminary official statement (the "Preliminary Official
7 Statement"), in connection with the sale of the Bonds. For the sole purpose of the Bond
8 purchasers' compliance with Securities and Exchange Commission Rule 15c2-12(b)(1), the
9 county council hereby delegates to the county finance manager the authority to "deem final" the
10 Preliminary Official Statement as of its date, except for the omission of information on offering
11 prices, interest rates, selling compensation, delivery dates, any other terms or provisions
12 required by the county to be specified in a competitive bid, ratings, other terms of the Bonds
13 dependent on such matters and the identity of the Bond purchasers.

14 SECTION 29. Approval of Official Statement. The county executive or the county
15 finance manager is hereby authorized and directed to review and approve on behalf of the
16 county an official statement with respect to the Bonds to be prepared prior to the sale thereof.

17 SECTION 30. Undertaking to Provide Ongoing Disclosure. In the motion accepting a
18 bid for the Bonds, the county council will set forth an undertaking for ongoing disclosure with
19 respect to the Bonds, as required by Section (b)(5) of Rule 15c2-12 under the Securities and
20 Exchange Act of 1934, as the same may be amended from time to time (the "Rule") established
21 by the Securities and Exchange Commission (the "Commission").

22 SECTION 31. General Authorization. The appropriate county officials, agents and
23 representatives are hereby authorized and directed to do everything necessary for the prompt
24 sale, issuance, execution and delivery of the Bonds, and for the proper use and application of the
25 proceeds of the sale thereof.

26 SECTION 32. Refunding or Defeasance of the Bonds. The county may issue advance
27 refunding bonds pursuant to the laws of the State of Washington or use money available from
28 any other lawful source to pay when due the principal of and interest on the Bonds, or any
29 portion thereof included in a refunding or defeasance plan, and to redeem and retire, refund or
30 defease all such then-outstanding Bonds and to pay the costs of the refunding or defeasance.

31 In the event that money and/or noncallable "Government Obligations," as such
32 obligations are defined in Chapter 39.53 RCW, as now or hereafter amended, maturing at such

1 time or times and bearing interest to be earned thereon in amounts (together with such money, if
2 necessary) sufficient to redeem and retire, refund or defease part or all of the Bonds in
3 accordance with their terms, are set aside in a special account of the county to effect such
4 redemption and retirement, and such money and the principal of and interest on such
5 Government Obligations are irrevocably set aside and pledged for such purpose, then no further
6 payments need be made into the Bond Fund for the payment of the principal of and interest on
7 the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or
8 security of this ordinance except the right to receive the money so set aside and pledged, and
9 such Bonds shall be deemed not to be outstanding hereunder.

10 Within 30 days of the defeasance of any of the Bonds, the Bond Registrar shall provide
11 notice of defeasance of such Bonds to the registered owners of the Bonds and to each NRMSIR
12 and SID, if any, in accordance with the ongoing disclosure provision to be adopted by motion of
13 the council pursuant to Section 30 hereof.

14 SECTION 33. Open Market Purchase. The county reserves the right to purchase any
15 or all of the Bonds on the open market at any time at any price.
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SECTION 34. Contract; Severability. The covenants contained in this ordinance shall constitute a contract between the county and the owners of each and every Bond. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the county shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

INTRODUCED AND READ for the first time this 20th day of November 1995.
PASSED by a vote of 11 to 0 this 18th day of December 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 28th day of December 1995.
Ray Lohr
King County Executive

Attachments: Exhibit A - Project and Grant Descriptions
 Exhibit B - Form of Escrow Agreement

EXHIBIT A

PROJECT AND GRANT DESCRIPTIONS

The county shall provide full or partial financing for the following projects:

1.	<u>Technology/Systems</u>	
	Criminal Justice Upgrades	\$ 8,343,848
	Central Business Information Systems	7,640,250
	Telecommunications	815,000
	WAN Countywide Connection	2,814,000
	WAN Infrastructure	8,881,000
	Agency Business Systems	1,921,000
2.	<u>Farmland Preservation</u>	\$ 3,000,000
3.	<u>Working Forest Preservation</u>	\$ 3,000,000
4.	<u>County Acquisition and Renovation</u>	
	Courthouse Improvements	\$ 7,200,000
	Aquatic Center	\$ 2,555,000
	Issaquah District Court	\$ 450,000
5.	<u>Surface Water Management</u>	\$ 12,400,000
6.	<u>Kingdome</u>	
	Large Screen Video Display System	\$ 4,000,000
	Roof and Ceiling Repairs	68,000,000
7.	<u>Arts and Historic Preservation</u>	
	Major Arts Program:	\$ 1,470,000
	Small Arts and Heritage:	\$ 500,000
	Science and Technology:	\$ 1,000,000
	Suburban Arts/Heritage Restoration:	\$ 1,250,000
	Other	\$ 280,000
	Interim Interest Costs	\$ 35,000

EXHIBIT B

ESCROW AGREEMENT

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4 THIS ESCROW AGREEMENT, made and entered into as of the ____ day of
5 _____, 1996 (the "Agreement"), by and between King County, Washington (the "County"),
6 and _____, Seattle, Washington (the "Escrow Agent");

WITNESSETH:

7
8 WHEREAS, the County, pursuant to Ordinance No. 7710 of the County, passed on
9 July 28, 1986, issued and sold its \$6,050,000 Limited Tax General Obligation Bonds, 1986,
10 Series A, issued under date of August 1, 1986 (the "1986A Bonds"); and

11 WHEREAS, the County, pursuant to Ordinance No. 9403, passed on April 2, 1990 and
12 Ordinance No. 9418, passed on April 23, 1990, issued and sold its \$12,770,000 Limited Tax
13 General Obligation Bonds, 1990, Series B, issued under date of April 15, 1990; and

14 WHEREAS, the County, pursuant to Ordinance No. 9810, passed on February 11, 1991,
15 issued and sold its \$33,610,000 Limited Tax General Obligation Bonds, 1991, Series A, issued
16 under date of March 1, 1991; and

17 WHEREAS, the County by Ordinance No. _____, passed on _____,
18 1995 and Motion No. ____ of the County Council, passed on _____, 1995 (together, the
19 "Bond Ordinance"), has determined to refund the 1986A Bonds maturing on and after
20 December 1, 1997 (the "Refunded 1986A Bonds"), the 1990B Bonds maturing on and after
21 December 1, 2001 (the "Refunded 1990B Bonds"), and the 1991 Bonds maturing on and after
22 December 1, 2001 (the "Refunded 1991A Bonds") (collectively, the "Refunded Bonds"), by the
23 issuance of its Limited Tax General Obligation and Refunding Bonds, 1996, to be issued under
24 date of _____ 1, 1996 (the "Bonds"); and

25 WHEREAS, the County pursuant to the Bond Ordinance has duly authorized the
26 execution and delivery of this Agreement and the irrevocable pledge of the money and
27 obligations to be deposited with the Escrow Agent hereunder to the payment of;

28 (a) the interest on the Refunded 1986A Bonds due and payable on June 1,
29 1996;

30 (b) the redemption price (100% of the principal amount) payable on June 1,
31 1996, of the Refunded 1986A Bonds;

1 (c) the interest on the Refunded 1990B Bonds due and payable on and prior
2 to December 1, 2000;

3 (d) the redemption price (100% of the principal amount) payable on
4 December 1, 2000, of the Refunded 1990B Bonds;

5 (e) the interest on the Refunded 1991A Bonds due and payable on an prior to
6 December 1, 2000; and

7 (f) the redemption price (100% of the principal amount) payable on
8 December 1, 2000, of the Refunded 1991A Bonds.

9 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained,
10 and for the benefit of the owners and holders of the Refunded Bonds, the parties hereto
11 covenant and agree as follows:

12 Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall
13 have the same meanings set forth in the Bond Ordinance, unless the context clearly indicates
14 otherwise.

15 Section 2. Provisions for Defeating the Refunded Bonds. The County agrees,
16 simultaneously with the delivery of the Bonds, to irrevocably deposit with the Escrow Agent
17 \$ _____ of the proceeds thereof for credit to the 1996 Refunding Account.

18 The Escrow Agent shall immediately apply \$ _____ to purchase, on behalf of
19 the County, the securities described in Appendix A attached hereto (collectively, the "Acquired
20 Obligations") for credit to the 1996 Refunding Account, to establish a beginning cash balance of
21 \$ _____ in such Account, and to pay certain costs of issuance as set forth on Appendix B
22 attached hereto. The Acquired Obligations and beginning cash balance shall be applied by the
23 Escrow Agent to the payment of interest and the redemption price of the Refunded Bonds in
24 accordance with the schedule set forth in Appendix C hereof. Investments in mutual funds and
25 unit investment trusts are prohibited.

26 The Acquired Obligations and beginning cash balance in the 1996 Refunding Account
27 shall be held in escrow for the security and benefit of the holders and owners of the Refunded
28 Bonds (subject to the right to substitute obligations pursuant to Section 5 of this Agreement).

29 The County agrees that it will cause to be delivered to the Escrow Agent, on or before
30 the delivery of the Bonds to the initial purchasers thereof, statements setting forth the maturity
31 schedule of the Refunded Bonds by amount, date of maturity and interest rates, the amount of
32 interest to be paid on each semiannual interest payment date and the amount of principal to be

1 paid on the dates that the Refunded Bonds are to be redeemed, together with an opinion of a
2 certified public accounting firm regarding the sufficiency of the Acquired Obligations and money
3 to be deposited in the 1996 Refunding Account.

4 The County, by Section 4 of the Sale Motion, has irrevocably called the Refunded
5 1986A Bonds for redemption and prepayment on June 1, 1997, and has irrevocably called the
6 Refunded 1990B Bonds and the Refunded 1991A Bonds for redemption and prepayment on
7 December 1, 2000. The call for redemption and prepayment of such Refunded Bonds shall be
8 irrevocable upon the delivery of the Bonds to the initial purchaser thereof. The Escrow Agent
9 shall provide notice of such redemption and prepayment to the fiscal agency for the State of
10 Washington, registrar for the Refunded Bonds, 60 days prior to each redemption date set forth
11 in the preceding sentence. The County shall pay the costs of giving such notice.

12 The County represents to the Escrow Agent that the maturing principal and interest on
13 the Acquired Obligations, if paid when due, together with the necessary beginning cash balance,
14 will be sufficient to pay, when due:

- 15 (a) the interest on the Refunded 1986A Bonds due and payable on June 1,
16 1996;
- 17 (b) the redemption price (100% of the principal amount) payable on June 1,
18 1996, of the Refunded 1986A Bonds;
- 19 (c) the interest on the Refunded 1990B Bonds due and payable on and prior
20 to December 1, 2000;
- 21 (d) the redemption price (100% of the principal amount) payable on
22 December 1, 2000, of the Refunded 1990B Bonds;
- 23 (e) the interest on the Refunded 1991A Bonds due and payable on and prior
24 to December 1, 2000; and
- 25 (f) the redemption price (100% of the principal amount) payable on
26 December 1, 2000, of the Refunded 1991A Bonds.

27 Section 3. Disbursements by Escrow Agent. The Escrow Agent shall present for
28 payment on the due dates thereof the Acquired Obligations so deposited with it and shall apply
29 the proceeds derived therefrom and the interest paid thereon in accordance with the provisions
30 of this Agreement. Money shall be transferred, in a timely manner, by the Escrow Agent to the
31 fiscal agency or agencies of the State of Washington in amounts sufficient for the payments
32 specified in Section 2 of this Agreement.

1 Section 4. Reports and Notice of Insufficiency. For as long as any of the Refunded
2 Bonds are outstanding, on or before the twentieth (20th) day of each February and August,
3 commencing with the month of August 1996, the Escrow Agent shall render a statement as of
4 the last day of the preceding month to the County, which statement shall set forth the cash and
5 Acquired Obligations held by the Escrow Agent, any of such Acquired Obligations that have
6 matured and the amounts received by the Escrow Agent by reason of such maturity, the interest
7 earned on any of such Acquired Obligations, a list of any investments or reinvestments made by
8 the Escrow Agent in other obligations, and the interest and/or principal derived therefrom, the
9 amounts of cash delivered to the County Finance Manager or on his order, and the dates of the
10 use thereof for the payment of interest and the redemption price of the Refunded Bonds, and any
11 other transactions of the Escrow Agent pertaining to its duties and obligations as set forth
12 herein.

13 In the event that the maturity of principal and interest of the Acquired Obligations and
14 other money held by the Escrow Agent pursuant to this Agreement shall at any time be
15 insufficient to make a payment described in Section 2 of this Agreement, the Escrow Agent shall
16 give the County prompt notice of such insufficiency, and shall promptly deliver to the County a
17 written request to deposit with the Escrow Agent sums sufficient to make such payment, which
18 payment the County shall make within two business days.

19 This Section 4 shall not create an obligation on the part of the Escrow Agent to calculate
20 or in any way verify the sufficiency or projected future sufficiency of the maturity principal of
21 and interest on the Acquired Obligations, any substitute obligations, and other money held by
22 the Escrow Agent pursuant to this Agreement, to pay the debt service.

23 Section 5. Custody and Safekeeping of Obligations. All Acquired Obligations and
24 money deposited with or received by the Escrow Agent pursuant to this Agreement, and the
25 principal thereof and interest thereon and any reinvestments thereof, shall be held in escrow
26 separate and apart from all other funds and investments held by the Escrow Agent solely for the
27 purposes set forth herein. The Escrow Agent shall not sell, transfer, assign or hypothecate such
28 funds, money and obligations, except as set forth herein.

29 The County may, according to the terms of this Section 5, substitute other securities for
30 the Acquired Obligations and withdraw funds from the 1996 Refunding Account.
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32

1 The County may from time to time transfer, or cause to be transferred, from the 1996
2 Refunding Account to the Bond Fund any money not required for payment of the interest and
3 principal due and to become due on the Refunded Bonds upon providing to the Escrow Agent:

4 (a) a verification by an independent certified public accounting firm which
5 shall be satisfactory to bond counsel to the County that the money and Acquired Obligations on
6 deposit after such transfer will be sufficient, without reinvestment, to provide for the full and
7 timely payment of interest on and the redemption price of the Refunded Bonds, as set forth
8 herein and in the Bond Ordinance; and

9 (b) an opinion from bond counsel that such transfer (i) is permitted under
10 Ordinance Nos. 7710, 9403, 9418, and 9810 of the County, and (ii) will not cause the interest
11 on the Refunded Bonds or the Bonds to become subject to federal income taxes and will not
12 cause any Refunded Bond or Bond to become an "arbitrage bond" as defined in Section 148 of
13 the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated
14 thereunder (as the same may be amended, to the extent that such amendments apply to the
15 Refunded Bonds or the Bonds).

16 The County reserves the right to substitute other securities for the Acquired Obligations
17 in the event it may do so pursuant to Section 148 of the federal Internal Revenue Code of 1986,
18 as amended, and applicable regulations thereunder, upon compliance with the following
19 conditions:

20 (a) The securities to be substituted are direct noncallable obligations of the
21 United States of America.

22 (b) The County provides the Escrow Agent with a verification by an
23 independent certified public accounting firm which shall be satisfactory to bond counsel and the
24 County that such securities bear such interest and mature at such times and in such amounts,
25 without reinvestment, as to fully replace the Acquired Obligations for which they are substituted,
26 and to provide, together with Acquired Obligations and cash remaining, for the payment of the
27 amounts specified in Section 2, items (a) through (f) above.

28 (c) The County provides the Escrow Agent with an opinion from bond
29 counsel that such substitution (i) is permitted under Ordinance Nos. 7710, 9403, 9418, and 9810
30 of the County, and (ii) will not cause the interest on the Refunded Bonds or the Bonds to
31 become subject to federal income taxes and will not cause any Refunded Bond or Bond to
32 become an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986 and

1 the applicable regulations promulgated thereunder (as the same may be amended, to the extent
2 such amendments apply to the Refunded Bonds or the Bonds).

3 The Escrow Agent agrees to such substitution and withdrawal if the conditions
4 precedent thereto contained in this Agreement are met, provided, that the required legal opinion
5 shall be from Preston Gates & Ellis or other nationally-recognized bond counsel.

6 Section 6. Reinvestment of Proceeds of Acquired Obligations. The proceeds
7 (principal and interest) and reinvestment proceeds of any Government Obligations or Substitute
8 Obligations that are not immediately needed to make any required payment as described in
9 Section 2 of this Agreement shall be reinvested by the Escrow Agent, but only upon the written
10 request of the County, on the date of receipt or the next business day for the benefit of the
11 County and the holders and owners of the Bonds and the Refunded Bonds, as follows:

12 (a) Such proceeds and reinvestment proceeds shall be reinvested only in
13 direct noncallable obligations of the United States or non-callable obligations unconditionally
14 guaranteed by the United States ("Open Markets") purchased at prevailing market prices and for
15 which there is an established market, or non-callable United States Treasury Certificates, Notes
16 and Bonds--State and Local Government Series ("SLGs"), bearing a yield not in excess of
17 _____%; provided, however, that if the Escrow Agent receives an opinion from bond
18 counsel that such yield will not cause interest on the Refunded Bonds or the Bonds to be
19 taxable, the Escrow Agent may invest in Open Markets or in SLGs bearing a yield in excess of
20 _____%.

21 (b) The obligations in which such proceeds are reinvested shall mature not
22 later than the date the principal thereof and interest thereon are needed to make any required
23 payment as described in Section 2 of this Agreement and as shown in the then applicable
24 independent certified public accountant escrow verification.

25 (c) If such proceeds, together with other money on hand in the 1996
26 Refunding Account, are insufficient to reinvest in the smallest denomination of such obligations
27 or are required sooner than the shortest maturity of such obligations, such proceeds shall be held
28 uninvested in the 1996 Refunding Account until needed to make a required payment therefrom,
29 or until sufficient money is accumulated to permit the reinvestment thereof, provided that the
30 Escrow Agent's internal rate of return is not greater than 20% in which case such proceeds shall
31 be converted to cash and retained in the 1996 Refunding Account.
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1 (d) To the extent that obligations meeting the requirements of (a) and (b) of
2 this Section are not available, such proceeds shall be held uninvested in the escrow account,
3 provided that the Escrow Agent's internal rate of return is not greater than 20% in which case
4 such proceeds shall be converted to cash and retained in the 1996 Refunding Account.

5 For purposes of this Section, "yield" means that discount rate which, when computing
6 the present worth of all payments of principal and interest to be paid on the obligations, produce
7 an amount equal to the purchase price thereof (which shall be a market price), with such
8 calculations based upon a 360-day year and semiannual compounding.

9 Section 7. Remission of Surplus Funds. At such time as the Escrow Agent shall
10 receive evidence satisfactory to it from the County and the Bond Registrar for the Refunded
11 Bonds that all of the payments described in Section 2 have been made, the Escrow Agent shall
12 deliver forthwith or remit to the County any Acquired Obligations and money held pursuant to
13 this Agreement in the 1996 Refunding Account.

14 Section 8: Duties and Obligations of the Escrow Agent. The duties and obligations
15 of the Escrow Agent shall be as prescribed by the provisions of this Agreement, and the Escrow
16 Agent shall only be responsible for the performance of its duties and obligations as so
17 specifically set forth and to act in good faith in the performance thereof, and no implied duties or
18 obligations shall be incurred by the Escrow Agent other than those specified herein.

19 None of the provisions contained in this Agreement shall require the Escrow Agent to
20 use or advance its own funds or otherwise incur financial liability in the performance of any of its
21 duties or the exercise of any of its rights or powers hereunder. The Escrow Agent shall be
22 under no liability for interest on any funds or other property received by it hereunder, except as
23 herein expressly provided.

24 The Escrow Agent may consult with counsel of its choice, and the opinion of such
25 counsel shall be full and complete authorization and protection in respect of any action taken or
26 not taken or suffered by it hereunder in good faith and in accordance with the opinion of such
27 counsel.

28 The Escrow Agent is authorized to comply with the requirements of this Agreement and
29 is relieved from all liability for so doing notwithstanding any demand or notice to the contrary by
30 any party hereto. The Escrow Agent shall not be responsible or liable for any promise,
31 representation, agreement, condition or stipulation not herein set forth; for the sufficiency,
32 correctness, genuineness or validity of any instruments delivered to or deposited with it; for the

1 form of execution thereof or the identity, authority or rights of any person executing or
2 depositing the same; or for the performance or compliance by any party other than the Escrow
3 Agent with the terms or conditions of any such instruments; for any loss which may occur by
4 reason of forgeries, false representations or the exercise of the Escrow Agent's discretion in any
5 particular manner unless such exercise is negligent or constitutes willful misconduct.

6 If any controversy arises between the parties hereto, the Escrow Agent shall not be
7 required to determine the same, but it may, in its discretion, institute such interpleader or other
8 proceedings in connection therewith as it may deem proper, and in following either course, it
9 shall not be liable, except as provided above. Nothing in this paragraph is intended to create or
10 expand upon any right that the Escrow Agent would otherwise have available to it under
11 applicable law to commence an interpleader action or to alter the obligations of the Escrow
12 Agent under this Escrow Agreement.

13 Section 9. Compensation of Escrow Agent. The Escrow Agent shall be paid the
14 sum of \$ _____ for services rendered by it pursuant to the provisions of this Agreement,
15 and such payment is inclusive of all fees, compensation and expenses of the Escrow Agent;
16 provided, however, that the Escrow Agent shall be separately compensated for services
17 performed in connection with any substitution of Acquired Obligations pursuant to Section 5 of
18 this Agreement.

19 In the event that the Escrow Agent renders any service at the request of the County that
20 is not provided for in this Agreement, or the Escrow Agent is made a party to or intervenes in
21 any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto,
22 the Escrow Agent shall be reasonably compensated by the County for such extraordinary
23 services and reimbursed for all fees, costs, liability and expenses (including reasonable attorneys'
24 fees) occasioned thereby. In no event shall the Escrow Agent ever assert a lien or be entitled to
25 payment or reimbursement of any fees, costs, liability or expense out of the money or securities
26 held by it in trust hereunder.

27 Section 10. Successor Escrow Agent. The obligations assumed by the Escrow Agent
28 pursuant to this Agreement may be transferred by the Escrow Agent to a successor; provided
29 that the Escrow Agent has presented evidence satisfactory to the County and its bond counsel
30 that the successor meets the requirements of RCW Chapter 39.53, as now in effect or hereafter
31 amended, and has assumed all the obligations of the Escrow Agent under this Agreement, and
32

1 that all the Acquired Obligations and money held by the Escrow Agent pursuant to this
2 Agreement have been duly transferred to such successor.

3 Any corporation or association into which the Escrow Agent may be merged or
4 converted, or resulting from any merger or conversion, or to which the Escrow Agent may sell
5 or transfer all or substantially all of its corporate trust business shall be the successor to such
6 Escrow Agent without the execution of filing of any paper or any further act, anything herein to
7 the contrary notwithstanding.

8 Section 11. Agreement to Remain in Force. The Escrow Agent and the County
9 recognize that the holders and owners from time to time of the Refunded Bonds have a
10 beneficial interest in the Acquired Obligations and money to be held by the Escrow Agent as
11 herein provided. It is therefore understood and agreed that this irrevocable Agreement shall not
12 be subject to amendment without the consent of the holders of the Refunded Bonds except for
13 the purpose of (a) clarifying any ambiguity herein, (b) strengthening the security of the holders
14 of the Refunded Bonds by means of revised or additional terms, conditions or covenants,
15 (c) strengthening the escrow by placing therein additional money or direct noncallable
16 government obligations, or (d) making any amendments to the exhibits hereto or textual
17 references herein to such exhibits necessary in connection with the deposit with the Escrow
18 Agent of any substitute Acquired Obligations.

19 Section 12. Notices. All notices or requests required or permitted to be given
20 hereunder shall, until further notice in writing, be given in writing at the following addresses:

21 County: Finance Manager
22 King County Finance Division
23 King County Administration Building
24 500 Fourth Avenue, Room 611
25 Seattle, WA 98104

26 Escrow Agent: _____
27 _____
28 _____

29 Section 13. Miscellaneous. This Agreement is governed by Washington law and may
30 not be modified except by a writing signed by the parties. In the event that any one or more of
31 the provisions contained in this Agreement shall for any reason be held by a court of competent
32 jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or
unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall
be construed as if such invalid or illegal or unenforceable provision had never been contained

1 herein. The headings of this Agreement are for convenience of reference only and shall not
2 define or limit the provisions hereof.

3 Section 14. Notification. If any provision hereof is adjudged to be severed from this
4 Agreement, notification thereof shall be sent to:

5 Standard & Poor's Ratings Group
6 Attn: Public Finance Rating Desk/Refunded Bonds
7 25 Broadway
8 New York, New York 10004

9 Moody's Investors Service
10 Attn: Public Finance Rating Desk/Refunded Bonds
11 99 Church Street
12 New York, New York 10007

13 IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, all
14 as of the date and year first above written.

15 KING COUNTY, WASHINGTON

16 By _____ /s/
17 County Executive

18 ATTEST:

19 _____ /s/
20 Clerk of the Council

21 _____
22 as Escrow Agent

23 By _____
24 Trust Officer

APPENDIX A

[INSERT HERE A COPY OF THE DESCRIPTION OF THE ESCROW
SECURITIES FROM THE VERIFICATION REPORT.]

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APPENDIX B

Expenses to be paid at Closing:

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Escrow Agent Fee		
Bond Counsel Fee		
Official Statement Printing and Mailing		
Bond Printing Costs		
Rating Agency		
Rating Agency		
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APPENDIX C

[INSERT HERE A COPY FROM THE VERIFICATION REPORT OF THE SCHEDULE OF INTEREST PAYMENTS TO BE MADE ON THE REFUNDED BONDS AND THE PAYMENT OF THE REDEMPTION PRICE OF THE REFUNDED BONDS.]

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