Legislation Details (With Text)

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File created:	1/26/2009	**In control:**	Budget and Fiscal Management Committee
On agenda:		**Final action:**	2/9/2009
Enactment date:	2/10/2009	**Enactment #:**	16361

Title: AN ORDINANCE relating to the limited tax general obligation bonds of the county previously authorized to be issued in one or more series in an outstanding aggregate principal amount not to exceed $170,000,000 to provide long-term financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Kent Pullen Regional Communications and Emergency Control Center Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project and the NCOB Equipping Project and the limited tax general obligation bond anticipation notes of the county previously authorized to be issued in one or more series in an outstanding aggregate principal amount not to exceed $170,000,000, pending the sale of such bonds, to provide interim financing for such projects; adding the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Leasehold Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project to the list of projects that are authorized to be financed and increasing the maximum outstanding aggregate principal amount of such bonds and bond anticipation notes to $210,000,000 as a result; and amending Ordinance 14167, Sections 1, 2, 3, 4, 5, 7 and 12, as previously amended by Ordinance 14463, Sections 1, 2, 3, 4, 5, 6 and 7, Ordinance 14745, Sections 1, 2, 3, 4, 5, 6 and 7, Ordinance 14992, Sections 1, 2, 3, 4, 5, 6 and 7 and Ordinance 15285, Sections 1, 2, 3, 4, 5, 6 and 7 and Ordinance 15604, Sections 1, 2, 3, 4, 5, 6 and 7; and amending Ordinance 14167, Section 18, as previously amended by Ordinance 14745, Section 10, Ordinance 14992, Section 8, Ordinance 15285, Section 8 and Ordinance 15604, Section 8.

Sponsors: Larry Gossett

Indexes: Bonds, Courthouse

Code sections:

Attachments: 1. 16361.pdf, 2. 2009-0042 through 0053 hearing notice.doc, 3. 2009-0055 fiscal note.xls, 4. 2009-0055 Transmittal Letter.doc, 5. Staff Report 1-28-09, 6. Staff Report Attachment 6 - Letter

Date	Ver.	Action By	Action	Result
2/9/2009	1	Metropolitan King County Council	Hearing Held	
2/9/2009	1	Metropolitan King County Council	Passed as Amended	Pass
1/28/2009	1	Budget and Fiscal Management Committee	Passed Out of Committee Without a Recommendation	Pass
1/26/2009	1	Metropolitan King County Council	Introduced and Referred	

Clerk 02/10/2009

AN ORDINANCE relating to the limited tax general obligation bonds of the county previously authorized to be issued in one or more series in an outstanding

aggregate principal amount not to exceed $170,000,000 to provide long-term financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Kent Pullen Regional Communications and Emergency Control Center Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project and the NCOB Equipping Project and the limited tax general obligation bond anticipation notes of the county previously authorized to be issued in one or more series in an outstanding aggregate principal amount not to exceed $170,000,000, pending the sale of such bonds, to provide interim financing for such projects; adding the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Leasehold Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project to the list of projects that are authorized to be financed and increasing the maximum outstanding aggregate principal amount of such bonds and bond anticipation notes to $210,000,000 as a result; and amending Ordinance 14167, Sections 1, 2, 3, 4, 5, 7 and 12, as previously amended by Ordinance 14463, Sections 1, 2, 3, 4, 5, 6 and 7, Ordinance 14745, Sections 1, 2, 3, 4, 5, 6 and 7, Ordinance 14992, Sections 1, 2, 3, 4, 5, 6 and 7 and Ordinance 15285, Sections 1, 2, 3, 4, 5, 6 and 7 and Ordinance 15604, Sections 1, 2, 3, 4, 5, 6 and 7; and amending Ordinance 14167, Section 18, as previously amended by

Ordinance 14745, Section 10, Ordinance 14992, Section 8, Ordinance 15285, Section 8 and Ordinance 15604, Section 8.

PREAMBLE:

Pursuant to Ordinance 14167, the county authorized the issuance of one or more series of its limited tax general obligation bonds in an outstanding aggregate principal amount not to exceed $125,000,000 to provide long-term financing for the Courthouse Seismic Project, the North Rehabilitation Facility Project and the Regional Communications and Emergency Control Center Project, each defined and described in Ordinance 14167, and further authorized the issuance and public sale of one or more series of its limited tax general obligation bond anticipation notes in an outstanding aggregate principal amount not to exceed $125,000,000 to provide interim financing for such projects pending the issuance of the bonds.

Pursuant to Ordinance 14463, the county amended Ordinance 14167 to revise the description of the North Rehabilitation Facility Project and to augment the projects authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes by the addition of the Courthouse Earthquake Repairs, all as defined and described in Ordinance 14463.

Pursuant to Ordinance 14745, the county amended Ordinance 14167, as previously amended by Ordinance 14463, to change the name of the Regional Communications and Emergency Control Center Project to the Kent Pullen Regional Communications and Emergency Coordination Center Project; to add the Integrated Security and Jail Health Remodel Project to the list of projects that are authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes, and increase the maximum outstanding aggregate principal amount of such bonds and bond anticipation notes to $145,000,000 as a result; and to amend certain other provisions of Ordinance 14167, as

previously amended by Ordinance 14463, pertaining to such bonds and bond anticipation notes.

Pursuant to Ordinance 14992, the county amended Ordinance 14167, as previously amended by Ordinance 14463 and Ordinance 14745, to add the Courthouse Lobby Project and the Jail ITR Remodel Project to the list of projects that are authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes, and increase the maximum outstanding aggregate principal amount of such bonds and bond anticipation notes to $150,000,000 as a result; and to amend certain other provisions of Ordinance 14167, as previously amended by Ordinance 14463 and Ordinance 14745, pertaining to such bonds and bond anticipation notes.

Pursuant to Ordinance 15285, the county amended Ordinance 14167, as previously amended by Ordinance 14463, Ordinance 14745 and Ordinance 14992, to add the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project to the list of projects that are authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes, and increase the maximum outstanding aggregate principal amount of such bonds and bond anticipation notes to $160,000,000 as a result; and to amend certain provisions of Ordinance 14167, as previously amended by Ordinance 14463, Ordinance 14745 and Ordinance 14992, pertaining to such bonds and bond anticipation notes.

Pursuant to Ordinance 15604, the county amended Ordinance 14167, as previously amended by Ordinance 14463, Ordinance 14745, Ordinance 14992 and Ordinance 15285, to change the scope of the Pedestrian Tunnel Project; to add the NCOB Equipping Project to the list of projects that are authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes, and increase the maximum outstanding aggregate principal amount of such bonds and bond

anticipation notes to $170,000,000 as a result; and to amend certain provisions of Ordinance 14167, as previously amended by Ordinance 14463, Ordinance 14745, Ordinance 14992 and Ordinance 15285, pertaining to such bonds and bond anticipation notes.

The county council has previously reviewed and approved expenditures for the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project.

It is deemed necessary and advisable that the county now add the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project to the list of projects that are authorized to be financed, on a long-term basis, by such bonds, and pending the sale of such bonds, on an interim basis, by such bond anticipation notes, and increase the maximum principal amount of such bonds and bond anticipation notes to $210,000,000 as a result; and amend certain provisions of Ordinance 14167, as previously amended by Ordinance 14463, Ordinance 14745, Ordinance 14992, Ordinance 15285 and Ordinance 15604, pertaining to such bonds and bond anticipation notes.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 14167, Section 1, as previously amended by Ordinance 14463, Section 1, Ordinance 14745, Section 1, Ordinance 14992, Section 1, Ordinance 15285, Section 1 and Ordinance 15604, Section 1, is hereby amended to read as follows:

The following words and terms as used in this ordinance shall have the following meanings for all purposes of

this ordinance, unless some other meaning is plainly intended.

"Administration Building Replacement Project" means the first phase of study by the Facilities Management Division for the potential to sell King Street Center and further analyze the redevelopment of the King County Administration Building.

"Alternate Liquidity Facility" means a letter of credit, line of credit, standby bond purchase agreement or other liquidity instrument (together with any associated reimbursement agreement and Liquidity Provider Bond custody agreement) issued in accordance with the terms hereof as a replacement or substitute for the initial Liquidity Facility to provide for the payment of the purchase price of Multi-Modal Bonds upon the tender thereof in the event remarketing proceeds are insufficient therefor.

"Arbitrage and Tax Certification" means the certificate executed by the Finance Manager pertaining to the county's expectations with respect to the use, investment and rebate, if any, of Bond proceeds for purposes of Sections 141 and 148 of the Code.

"Authorized Denominations" means (i) with respect to Multi-Modal Bonds in a Daily Mode or Weekly Mode, $100,000 and any integral multiple of $5,000 in excess thereof, (ii) with respect to Multi-Modal Bonds in a Flexible Mode, $100,000 and any integral multiple of $1,000 in excess thereof, and (iii) with respect to Multi-Modal Bonds in a Long-Term Mode, $5,000 and any integral multiple thereof.

"Automatic Termination Event" means an event of default set forth in the Liquidity Facility that would result in the immediate termination or suspension of the Liquidity Facility prior to its stated expiration date without prior notice from the Liquidity Provider to the Bond Registrar.

"Available Amount" means the amount available under the Liquidity Facility to pay the Purchase Price of the Multi-Modal Bonds.

"Beneficial Owner" means, so long as the Bonds are held in the Book-Entry System, any Person who acquires a beneficial ownership interest in a Bond held by the Securities Depository. If at any time the Bonds are not held in the Book-Entry System, "Beneficial Owner" means "Owner" for purposes of this ordinance.

"Bond Counsel" means any firm of nationally recognized municipal bond attorneys selected by the county and experienced in the issuance of municipal bonds and matters relating to the exclusion of the interest thereon from gross income for federal income tax purposes.

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

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

"Bond Sale Motion" means a motion of the council adopted at the time of sale of each series of the Bonds that establishes, with respect thereto, the following, among other things: the year and series designation, dates, principal amounts and maturity dates, the interest rates and interest payment dates, the redemption provisions and delivery date therefor.

"Bonds" means the limited tax general obligation bonds of the county in an outstanding aggregate principal amount not to exceed ((~~$170,000,000~~)) $210,000,000, authorized to be issued by this ordinance to provide long-term financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project. The Bonds may be issued in the form of Fixed Rate Bonds or Multi-Modal Bonds, or both, as provided in this ordinance; provided, that for the purpose of computing the principal amount

of Bonds outstanding hereunder, the outstanding principal amount of any Multi-Modal Bonds shall be deemed to be the greater, as of the date of computation, of either: (a) the aggregate unpaid principal balance of such Multi-Modal Bonds, or (b) the amount available to be drawn under any Liquidity Facility then in effect.

"Book-Entry System" means the systemmaintained by the Securities Depository for holding the Bonds in fully immobilized form described in Section 4.C of this ordinance.

"Business Day" means any business day other than (i) a Saturday or Sunday, or (ii) a day on which the Bond Registrar or the Remarketing Agent, if any, are required or authorized to be closed, or (iii) a day on which the office of the Liquidity Provider at which it will pay Draws is required or authorized to be closed, or (iv) a day on which The New York Stock Exchange is closed.

"Chinook Building Technology Infrastructure Project" means the acquisition and installation of Network Equipment in the Chinook Building.

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

"Conversion Date" means with respect to Multi-Modal Bonds in a particular Mode, the date on which another Mode for such Multi-Modal Bonds begins.

"County Purchase Account" means the account by that name created in Section 4.J.17 of this ordinance.

"Courthouse Earthquake Repairs" means the planning and construction to facilitate repairs in the King County Courthouse as a result of the Nisqually earthquake of February 28, 2001.

"Courthouse Lobby Project" means a series of improvements to the first and second floor lobbies of the King County Courthouse that will restore historic architectural features, improve pedestrian flow and security into the building, and increase elevator efficiency.

"Courthouse Seismic Project" means the seismic retrofit of the King County Courthouse building through the installation of a seismic braceframe system inside the building behind the elevators and "core"

improvements for HVAC, fire and life/safety systems.

"Courthouse South Entry Analysis Project" means completion of the design work and determination a maximum allowable construction cost for the South Entrance to the King County Courthouse.

"Current Mode" shall have the meaning specified in Section 4.J.8(a)(i) of this ordinance.

"Daily Mode" means the Mode during which the Multi-Modal Bonds bear interest at the Daily Rate.

"Daily Rate" means the per annum interest rate on any Multi-Modal Bond in the Daily Mode determined pursuant to Section 4.J.4(a).

"Daily Rate Period" means the period during which a Multi-Modal Bond in the Daily Mode shall bear a Daily Rate, which shall be from the Business Day upon which a Daily Rate is set to but not including the next succeeding Business Day.

"Draw" means any drawing, request for purchase or other similar request for advance of funds under any Liquidity Facility to pay the purchase price of tendered Multi-Modal Bonds in the event remarketing proceeds are insufficient therefor, which drawing or request is made by the Bond Registrar in the manner authorized by and in accordance with the terms and conditions of such Liquidity Facility.

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

"Elections Consolidated Facility Project" means the acquisition of, tenant improvements to, and furnishings for, a consolidated facility to house the operations of the county's elections section, including related moving costs.

"Electronic Means" means telecopy, facsimile transmission, email transmission, or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

"Expiration Date" means the stated expiration date of the Liquidity Facility, as it may be extended from time to time, or any earlier date on which the Liquidity Facility shall terminate at the direction of the county, expire or be cancelled.

"Favorable Opinion of Bond Counsel" means, with respect to any action hereunder requiring such an opinion, a written legal opinion of Bond Counsel to the effect that such action is permitted under the laws of the State and this ordinance and will not adversely effect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation (subject to the inclusion of any exceptions contained in the opinion of Bond Counsel delivered upon original issuance of the Bonds).

"Finance Director" or "Finance Manager" means the director of the finance and business operations division of the department of executive services of the county (formerly known as the finance director of the county) or any other county officer who succeeds to the duties now delegated to that office, or the designee of such officer.

"Fitch" means Fitch, Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Finance Director after consultation with the Remarketing Agent, if any.

"Fixed Rate" means the per annum interest rate on any Multi-Modal Bond in the Fixed Rate Mode determined pursuant to 4.J.6 of this ordinance.

"Fixed Rate Bond" means a Bond that, on the date of initial issuance thereof, bears interest at fixed interest rate to its maturity; provided, that a Multi-Modal Bond in the Fixed Rate Mode is not Fixed Rate Bond as described in this definition.

"Fixed Rate Mode" means the Mode during which the Multi-Modal Bonds bear interest at the Fixed Rate.

"Fixed Rate Period" means for the Multi-Modal Bonds in the Fixed Rate Mode, the period from (and including) the Conversion Date upon which the Multi-Modal Bonds were converted to the Fixed Rate Mode to (but excluding) the maturity date for the Multi-Modal Bonds.

"Flexible Mode" means the Mode during which the Multi-Modal Bonds bear interest at the Flexible

Rate.

"Flexible Rate" means the per annum interest rate on a Multi-Modal Bond in the Flexible Mode determined for such Multi-Modal Bond pursuant to Section 4.J.3 of this ordinance. The Multi-Modal Bonds in the Flexible Mode may bear interest at different Flexible Rates.

"Flexible Rate Bond" means a Multi-Modal Bond in the Flexible Mode.

"Flexible Rate Period" means the period of from one to the lesser of (i) 397 calendar days or (ii) the number of days for which interest at the Maximum Rate is provided in the interest component of the Available Amount under the Liquidity Facility then in effect (which period in each case must end on a day preceding a Business Day or the Maturity Date) during which a Flexible Rate Bond shall bear interest at a Flexible Rate, as established by the Remarketing Agent pursuant to Section 4.J.3 of this ordinance. The Multi-Modal Bonds in the Flexible Mode may be in different Flexible Rate Periods.

"Government Obligations" means "government obligations," as defined in Chapter 39.53 RCW, as now in existence or hereafter amended.

"Initial Liquidity Facility" means a letter of credit, line of credit, standby bond purchase agreement or other liquidity instrument (together with any associated reimbursement agreement and Liquidity Provider Bond custody agreement) obtained by the county at the time of the initial issuance of any series of Multi-Modal Bonds in accordance with the terms hereof to provide for the payment of the purchase price of Multi-Modal Bonds upon the tender thereof in the event remarketing proceeds are insufficient therefor.

"Integrated Security and Jail Health Remodel Project" means the planning and construction within the King County Correctional Facility for the replacement and upgrading of existing security electronics, remodeling of existing Jail Health Services floors, and integrating security electronics with the King County Courthouse and site CCTV improvements.

"Interest Period" means, for the Multi-Modal Bonds in a particular Mode, the period of time that the Bonds bear interest at the rate (per annum) that becomes effective at the beginning of such period, and shall

include a Flexible Rate Period, a Daily Rate Period, a Weekly Rate Period, a Term Rate Period and a Fixed Rate Period.

"Issaquah Courthouse Acquisition Project means the county's exercise of its option to acquire the Issaquah District Courthouse from Issaquah Courthouse, LLC, for the purpose of terminating the county's obligations under the lease therefor.

"Jail ITR Remodel Project" means improvements to the Intake, Transfer and Release area of the King County Jail that will increase the efficiency of processing the flow of inmates into and within the facility, including the initial health assessment of inmates by Jail Health Services.

"Kent Pullen Regional Communications and Emergency Coordination Center Project" means the planning and construction of a multi-function building that will provide 24 hour emergency call taking and dispatch for police response/assistance, as well as serve as the planning/coordination and communications hub for emergency operations during disaster response.

"Letter of Representations" means the Blanket Issuer Letter of Representations from the county to DTC, as initial Securities Depository, and any similar agreement with any successor Securities Depository.

"Liquidity Facility" means, with respect to any series of Multi-Modal Bonds, the Initial Liquidity Facility therefor or any Alternate Liquidity Facility.

"Liquidity Facility Purchase Account" means the account by that name created in Section 4.J.17 of this ordinance.

"Liquidity Provider" means, with respect to any Liquidity Facility, the bank, insurance company, pension fund or other financial institution selected in accordance with the terms hereof to provide such Liquidity Facility.

"Liquidity Provider Bonds" means any Multi-Modal Bonds purchased by the Liquidity Provider with funds drawn under the Liquidity Facility, until such Multi-Modal Bonds cease to be Liquidity Provider Bonds in accordance with the terms of this ordinance.

"Liquidity Provider Failure" means a failure of the Liquidity Provider to pay a properly presented and conforming Draw under the Liquidity Facility or the filing or commencement of any bankruptcy or insolvency proceedings by or against the Liquidity Provider, or the Liquidity Provider shall declare a moratorium on the payment of its unsecured debt obligations or shall repudiate the Liquidity Facility.

"Liquidity Provider Rate" means the rate per annum borne by any Liquidity Provider Bonds, determined in accordance with any Liquidity Facility then in effect.

"Long-Term Mode" means a Term Rate Mode or a Fixed Rate Mode.

"Mandatory Purchase Date" means: (i) with respect to a Flexible Rate Bond, the first Business Day following the last day of each Flexible Rate Period with respect to such Bond, (ii) for Bonds in the Term Rate Mode, on the first Business Day following the last day of each Term Rate Period, (iii) any Conversion Date (except a conversion between the Daily Mode and the Weekly Mode), (iv) any Substitution Date, (v) the fifth Business Day prior to the Expiration Date, (vi) the date specified by the Bond Registrar following the occurrence of an event of default (other than an Automatic Termination Event) under the Liquidity Facility, which date shall be a Business Day not less than 20 days after the Bond Registrar's receipt of notice of such event of default from the Liquidity Provider and in no event later than the day preceding the termination date specified by the Liquidity Provider, and (vii) for Multi-Modal Bonds in the Daily Mode or Weekly Mode, any Business Day specified by the county not less than 20 days after the Bond Registrar's receipt of such notice.

"Maximum Rate" means, (i) with respect to all Multi-Modal Bonds other than Liquidity Provider Bonds, the lesser of (a) 15% or (b) the per annum interest rate used to calculate the Available Amount under the Liquidity Facility, which initially shall be 12%, and (ii) with respect to Liquidity Provider Bonds, the rate specified in the Liquidity Facility as the maximum rate to be borne by Liquidity Provider Bonds, but in no event shall any such rate exceed the highest rate allowed by law.

"Mode" means, as the context may require, the Flexible Mode, the Daily Mode, the Weekly Mode, the Term Rate Mode or the Fixed Rate Mode.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Finance Director after consultation with the Remarketing Agent, if any.

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

"Multi-Modal Bond" means a Bond that, on the date of initial issuance thereof, bears interest in the Flexible Mode, the Daily Mode, the Weekly Mode or the Term Rate Mode.

"Multi-Modal Bond Interest Accrual Period" means the period during which a Multi-Modal Bond accrues interest payable on the next Multi-Modal Bond Interest Payment Date applicable thereto. Each Multi-Modal Bond Interest Accrual Period shall commence on (and include) the last Multi-Modal Bond Interest Payment Date to which interest has been paid (or, if no interest has been paid, from the date of initial issuance of the Multi-Modal Bonds) and extend to (but exclude) the Multi-Modal Bond Interest Payment Date on which interest is to be paid. If, at the time of authentication of any Multi-Modal Bond, interest is in default or overdue on the Multi-Modal Bonds, such Multi-Modal Bond shall bear interest from the date to which interest has previously been paid in full or made available for payment in full on Outstanding Multi-Modal Bonds.

"Multi-Modal Bond Interest Payment Date" means each date on which interest is to be paid and is: (i) with respect to the Multi-Modal Bonds in the Flexible Mode, each Mandatory Purchase Date applicable thereto; (ii) with respect to the Multi-Modal Bonds in the Daily Mode or Weekly Mode, the first Business Day of each month; (iii) with respect to the Multi-Modal Bonds in a Long-Term Mode, the first day of the sixth calendar month following the month in which such Long-Term Mode takes effect, and the first day of each sixth calendar month thereafter or, upon the receipt by the Bond Registrar of a Favorable Opinion of Bond Counsel, any other six-month interval chosen by the county (beginning with the first such day that is at least three months after the Conversion Date) and, with respect to a Term Rate Period, the final day of the current Interest Period if other than a regular six-month interval; (iv) (without duplication as to any Multi-Modal Bond Interest

Payment Date listed above) any Conversion Date, other than a conversion between a Daily Mode and a Weekly Mode, and each Maturity Date; and (v) with respect to any Liquidity Provider Bonds, the day set forth in the Liquidity Facility.

"NCOB Equipping Project" means the acquisition of workstations and furniture for the New County Office Building.

"NCOB LEED Certification Project" means the addition of metering equipment to monitor the Chinook Building's energy and water systems and the development of a maintenance and verification plan that incorporates all of the monitoring information, the addition of humidity controls within each thermally controlled zone in the Chinook Building and the use of certified wood in the construction of the Chinook Building, all in support of a Gold LEED certification for the Chinook Building.

"New Mode" means the Mode to which the Multi-Modal Bonds are to be converted in accordance with Section 4.J.8 of this ordinance.

"North Rehabilitation Facility Project" means the planning and demolition of the 1940's era buildings housing the county's North Rehabilitation Facility located in the City of Shoreline on the State of Washington campus.

"Note Fund" means the note redemption account established for the Notes pursuant to Section 14 hereof.

"Note Register" means the registration books maintained by the Note Registrar for purposes of identifying ownership of the Notes.

"Note Registrar" means the fiscal agency of the State of Washington in either Seattle, Washington, or New York, New York, for the purposes of registering and authenticating the Notes, maintaining the Note Register, effecting the transfer of ownership of the Notes, and paying interest on and principal of the Notes.

"Note Sale Motion" means the motion of the council ratifying and confirming the year and series designation, date, principal amounts and maturity dates, interest rates and interest payment dates, redemption

provisions and delivery date of the Notes, and accepting a bid for the purchase thereof.

"Notes" means the limited tax general obligation bond anticipation notes of the county in an outstanding aggregate principal amount not to exceed ((~~$170,000,000~~)) $210,000,000, authorized to be issued by this ordinance to provide interim financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project.

"Notice Parties" means the county, the Remarketing Agent, the Bond Registrar and the Liquidity Provider.

"Official Notice of Bond Sale" means, with respect to each series of Bonds that is sold by competitive bid, the official notice of sale therefor prepared pursuant to Section 4.E hereof.

"Official Notice of Note Sale" means, with respect to each series of Notes, the official notice of sale therefor prepared pursuant to Section 18 hereof.

"Opinion of Counsel" means a written legal opinion from a firm of attorneys experienced in the matters to be covered in the opinion.

"Orcas Building Acquisition and Tenant Improvement Project" means the acquisition of and tenant improvements to the Orcas Building to house the county's Fleet Administration repair and Surplus Property functions.

"Outstanding", when used as of a particular time with reference to Bonds, means all Bonds delivered

hereunder except:

(a) Bonds cancelled by the Bond Registrar or surrendered to the Bond Registrar for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of this ordinance; and

(c) Bonds in lieu of or in substitution for which replacement Bonds have been executed by the county and delivered by the Bond Registrar hereunder.

Notwithstanding the foregoing, Liquidity Provider Bonds shall remain Outstanding until the Liquidity Provider is paid all amounts due on such Bonds.

"Owner" means the registered owner of a Bond, including the Securities Depository, if any, or its nominee.

"PAO 4th Floor Courthouse Move Project" means the tenant improvements on the 4th floor of the King County Courthouse building to house the Prosecuting Attorney's Family Support Unit.

"Passage Point Project" means the project to fund the county's share of capital costs in a collaborative effort together with the King County Housing Authority and the YWCA to redevelop the Cedar Hills Addiction Treatment Facility in Maple Valley to create transitional residences for families exiting the criminal justice system.

"Pedestrian Tunnel Project" means the design and construction of an extension of the pedestrian tunnel system from the new office building below Fifth Avenue to the Goat Hill parking Structure.

"Person" means an individual, a corporation, a partnership, an association, a joint venture, a trust, an unincorporated organization or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Purchase Date" means (i) for a Multi-Modal Bond in the Daily Mode or the Weekly Mode, any Business Day selected by the Beneficial Owner of said Multi-Modal Bond pursuant to the provisions of Section 4.J.9 of this ordinance, and (ii) any Mandatory Purchase Date.

"Purchase Fund" means the fund by that name created pursuant to Section 4.J.17 of this ordinance.

"Purchase Price" means an amount equal to the principal amount of any Multi-Modal Bonds purchased on any Purchase Date, plus accrued interest to the Purchase Date (unless the Purchase Date is an Multi-Modal Bond Interest Payment Date, in which case the Purchase Price shall not include accrued interest, which shall be payable regardless of the purchase).

"Rate Determination Date" means any date on which the interest rate on Multi-Modal Bonds shall be determined, which,

(a) in the case of the Flexible Mode, shall be the first day of an Interest Period;

(b) in the case of the Daily Mode, shall be each Business Day commencing with the first day (which must be a Business Day) the Multi-Modal Bonds become subject to the Daily Mode;

(c) in the case of the Weekly Mode, shall be no later than the Business Day prior to the date of issuance of the Multi-Modal Bonds or, with respect to a subsequent conversion to the Weekly Mode, no later than the Business Day prior to the Conversion Date, and thereafter, in each case, shall be each Thursday or, if a Thursday is not a Business Day, then the Business Day next succeeding such Thursday;

(d) in the case of the Term Rate Mode, shall be a Business Day no earlier than fifteen (15) Business Days and no later than the Business Day next preceding the first day of an Interest Period, as determined by the Remarketing Agent; and

(e) in the case of the Fixed Rate Mode, shall be a date determined by the Remarketing Agent that shall be at least one Business Day prior to the Conversion Date.

"Rating Agencies" means, with respect to any series of Bonds, any of Moody's, S&P, or Fitch, which is then providing a rating on such series of the Bonds.

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

"Record Date" means (i) with respect to Multi-Modal Bonds in a Short-Term Mode, the last Business

Day before a Multi-Modal Bond Interest Payment Date; and (ii) with respect to Multi-Modal Bonds in a Long-Term Mode, the fifteenth (15th) day (whether or not a Business Day) of the month next preceding each Multi-Modal Bond Interest Payment Date.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption given therefor.

"Redemption Price" means an amount equal to the principal of and premium, if any, and accrued interest, if any, on any Bonds payable on the Redemption Date therefor.

"Reimbursement Obligation" means the obligation of the county to repay the Liquidity Provider for each Draw under its Liquidity Facility, together with interest thereon at the Liquidity Provider Rate.

((~~"Sky Bridge Feasibility Study Project" means the preparation of a study investigating alternatives to convert the inmate access connection between the King County Correctional Facility and the King County Courthouse from the existing sky brige to a tunnel system.~~

~~"Kent Pullen Regional Communications and Emergency Coordination Center Project" means the planning and construction of a multi-function building that will provide 24 hour emergency call taking and dispatch for police response/assistance, as well as serve as the planning/coordination and communications hub for emergency operations during disaster response.~~))

"Remarketing Agent" means, with respect to any series of Multi-Modal Bonds, the investment banking firm initially selected by the county in accordance with the terms hereof to serve as such, or any other investment banking firm that may be substituted in its place as provided in Section 4.J.20 of this ordinance.

"Remarketing Agreement" means, with respect to any Multi-Modal Bonds, the agreement of that name between the county and the Remarketing Agent authorized to be entered into pursuant to Section 4.J.20 of this ordinance, or any similar agreement between the county and the Remarketing Agent, as it may be amended or supplemented from time to time in accordance with its terms.

"Remarketing Proceeds Account" means the account by that name created in Section 4.J.17 of this

ordinance.

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

"S&P" means Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Finance Director after consultation with the Remarketing Agent, if any.

"Securities Depository" means initially DTC, and any successor securities depository that the county may appoint (i) for the Bonds in accordance with the provisions of Section 4.C of this ordinance, or (ii) for the Notes in accordance with the provisions of Section 5.C of this ordinance, as applicable.

"Serial Bonds" means the Multi-Modal Bonds maturing on the Serial Maturity Dates, as determined pursuant to Section 4.J.8(b)(iii) of this ordinance.

"Serial Maturity Dates" means the dates on which the Serial Bonds mature, as determined pursuant to Section 4.J.8(b)(iii) of this ordinance.

"Serial Payments" means the payments to be made in payment of the principal of the Serial Bonds on the Serial Maturity Dates.

"Short-Term Mode" means the Daily Mode, the Weekly Mode or the Flexible Mode.

"Sky Bridge Feasibility Study Project" means the preparation of a study investigating alternatives to convert the inmate access connection between the King County Correctional Facility and the King County Courthouse from the existing sky bridge to a tunnel system.

"Substitution Date" means the date on which an Alternate Liquidity Facility is scheduled to be substituted for the Liquidity Facility then in effect.

"Tender Notice" means, with respect to a Multi-Modal Bond, a notice delivered by Electronic Means or

in writing that states (i) the principal amount of such Multi-Modal Bond to be purchased pursuant to Section 4.J.9 of this ordinance, (ii) the Purchase Date on which such Multi-Modal Bond is to be purchased, (iii) applicable payment instructions with respect to the Multi-Modal Bond being tendered for purchase, and (iv) an irrevocable demand for such purchase.

"Tender Notice Deadline" means (i) during the Daily Mode, 11:00 a.m., New York City time, on any Business Day and (ii) during the Weekly Mode, 5:00 p.m., New York City time, on the Business Day seven days prior to the applicable Purchase Date.

"Term Rate" means the per annum interest rate for the Multi-Modal Bonds in the Term Rate Mode determined pursuant to Section 4.J.5 of this ordinance.

"Term Rate Mode" means the Mode during which the Multi-Modal Bonds bear interest at the Term Rate.

"Term Rate Period" means the period from (and including) the Conversion Date on which the Multi-Modal Bonds are converted to the Term Rate Mode to (but excluding) the Purchase Date for that period, as established by the county pursuant to Section 4.J.8(a)(i) of this ordinance, and thereafter, so long as the Multi-Modal Bonds remain in the Term Rate Mode, the period from (and including) the beginning date of each successive period to (but excluding) the Purchase Date for that period, as established by the county pursuant to Section 4.J.5 of this ordinance. Except as otherwise provided in this ordinance, a Term Rate Period must be at least 180 days in length.

"Weekly Mode" means the Mode during which the Multi-Modal Bonds bear interest at the Weekly Rate.

"Weekly Rate" means the per annum interest rate on the Multi-Modal Bonds in the Weekly Mode determined pursuant to Section 4.J.4(b) of this ordinance.

"Weekly Rate Period" means the period during which a Multi-Modal Bond in the Weekly Mode shall bear a Weekly Rate, which shall be the period commencing on Thursday of each week to and including Wednesday of the following week (except the Weekly Rate Period commencing on the date of initial issuance

of the Multi-Modal Bonds or on a Conversion Date, in which case commencing on such date or Conversion Date), to and including the Wednesday of the following week and the last Weekly Rate Period, which shall be from and including the Thursday of the week prior to the Conversion Date to and including the day next preceding the Conversion Date.

"Work Source Relocation Project" means the costs related to the temporary relocation of the Work Training Program (also referred to as "Work Source"), an organizational unit of the Department of Community and Human Services, including interim tenant improvements, technology infrastructure and connectivity, moving costs and temporary rental of office fixtures.

SECTION 2. Ordinance 14167, Section 2, as previously amended by Ordinance 14463, Section 2, Ordinance 14745, Section 2, Ordinance 14992, Section 2, Ordinance 15285, Section 2 and Ordinance 15604, Section 2, is hereby amended to read as follows:

The county council hereby makes the following findings:

A. The Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project will contribute to the health, safety and welfare of the citizens of the county.

B. The issuance of limited tax general obligation bonds of the county to provide long-term financing for such projects, payable from regular property taxes, and the issuance and sale of limited tax general obligation bond anticipation notes of the county to provide interim financing therefor, payable from the

proceeds of the sale of such bonds or other revenues, taxes and money of the county legally available for such purposes, will reduce the overall costs of borrowing such funds and is in the best interests of the county and its citizens.

SECTION 3. Ordinance 14167, Section 3, as previously amended by Ordinance 14463, Section 3 and Ordinance 14745, Section 3, Ordinance 14992, Section 3, Ordinance 15285, Section 3 and Ordinance 15604, Section 3, is hereby amended to read as follows:

The county is hereby authorized to undertake the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project. The costs of such projects shall also include capitalized interest, interest on the Notes or other interim financing for such projects pending receipt of Bond proceeds, and costs and expenses incurred in issuing the Notes and Bonds.

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

The projects authorized herein may be modified where deemed advisable or necessary in the judgment

of the county council, and implementation or completion of any authorized project shall not be required if the county council determines that it has become inadvisable or impractical. If all of the projects either have been completed, or their completion duly provided for, or their completion found to be inadvisable or impractical, the county may apply any remaining proceeds of the Bonds or Notes, or any portion thereof, to the acquisition or improvement of other county facilities as the county council in its discretion may determine. In the event that the proceeds of the sale of the Bonds and Notes, plus any other money of the county legally available therefor, are insufficient to accomplish all of the projects authorized in this section, the county shall use the available funds for paying the cost of those projects for which the Bonds and Notes were authorized deemed by the county council most necessary and in the best interest of the county.

SECTION 4. Ordinance 14167, Section 4, as previously amended by Ordinance 14463, Section 4, Ordinance 14745, Section 4, Ordinance 14992, Section 4, Ordinance 15285, Section 4 and Ordinance 15604, Section 4, is hereby amended to read as follows:

A. Purpose and Authorization of Bonds. The county authorizes the issuance of the Bonds to provide long-term financing the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, including capitalized interest, interest on the Notes or other interim financing for such projects pending receipt of Bond proceeds, and costs and expenses incurred in issuing the Bonds. The long-term financing provided by the Bonds may be in the form of new money financing

for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, or in the form of a current refunding of outstanding Notes, or any combination thereof.

B. Description of Bonds. The Bonds may be issued in one or more series so long as the aggregate principal amount of the Bonds to be outstanding on the date of issuance of each series of the Bonds does not to exceed the remainder of ((~~$170,000,000~~)) $210,000,000 less the aggregate principal amount of any Notes to be outstanding on the date of issuance of such series of Bonds. Each series of the Bonds may be issued as either Fixed Rate Bonds or Multi-Modal Bonds.

Each series of Fixed Rate Bonds shall be designated "King County, Washington, Limited Tax General Obligation Bonds" with an applicable year and series designation established by a Bond Sale Motion. Each series of Fixed Rate Bonds shall be dated as of such date, shall mature on the date or dates in each of the years and in the principal amounts, shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or the most recent interest payment date to which interest has been paid or duly provided for, whichever is later, at the rates and payable on such dates, and shall be subject to redemption prior to maturity in the amounts, in the manner and at the prices, and shall be subject to such other terms and provisions as the county shall establish by a Bond Sale Motion. Each series of Fixed Rate Bonds shall be fully registered as to both principal and interest, shall be in the denomination of $5,000 each or any integral multiple

thereof (but no Fixed Rate Bond shall represent more than one maturity), and shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

Each series of Multi-Modal Bonds shall be designated "King County, Washington, Multi-Modal Limited Tax General Obligation Bonds" with an applicable year and series designation established by a Bond Sale Motion. Each series of Multi-Modal Bonds shall be initially issued in Authorized Denominations (but no Multi-Modal Bond shall represent more than one maturity), and shall be dated as of such date, shall mature on the date or dates in each of the years and in the principal amounts, shall initially bear interest from their date or the most recent interest payment date to which interest has been paid or duly provided for, whichever is later, in the Mode, and shall be subject to redemption prior to maturity in the amounts, in the manner and at the prices, and shall be subject to such other terms and provisions as the county shall establish by a Bond Sale Motion; provided, that after issuance, such Multi-Modal Bonds may be converted to another Mode as provided in Section 4.J.8 of this ordinance. Each series of Multi-Modal Bonds shall be fully registered as to both principal and interest, and shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

C. Initial Immobilization of Bonds; Depository Provisions. The Bonds of each series initially shall be held in fully immobilized form by DTC acting as depository pursuant to the terms and conditions set forth in the Blanket Issuer Letter of Representations heretofore executed on behalf of the county. Neither the county nor the Bond Registrar shall have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to such Bonds with respect to the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of principal or redemption price or interest on such Bonds, any notice that is permitted or required to be given to Registered Owners under this ordinance (except such notice as is required to be given by the county to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in

the event of a partial redemption of such Bonds or any consent given or other action taken by DTC as ((~~owner~~)) Owner of such Bonds.

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

(1) To any successor of DTC or its nominee, if that successor shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(2) To any substitute depository appointed by the county pursuant to this subsection or such substitute depository's successor; or

(3) To any person as herein provided if such Bonds are no longer held in immobilized form.

Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or a determination by the county that it is no longer in the best interests of ((~~beneficial owners~~)) Beneficial Owners of such Bonds to continue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the county may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

In the case of any transfer pursuant to clause (1) or (2) of the second paragraph of this subsection, the Bond Registrar, upon receipt of all outstanding Bonds of such series together with a written request on behalf of the county, shall issue a single new Bond certificate for each maturity of Bonds of such series then outstanding,

registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the county.

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

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

In the event that the Bonds of any series are no longer held in fully immobilized form by DTC or its successor (or substitute depository or its successor), interest on such Bonds shall be paid by checks or drafts mailed, or by wire transfer, to the ((~~owners~~)) Owners of such Bonds at the addresses for such ((~~owners~~)) Owners appearing on the Bond Register on the 15th day of the calendar month preceding the interest payment date. Wire transfer will be made only if so requested in writing and if the ((~~owner~~)) Owner owns at least $1,000,000 par value of such Bonds. Principal of the Bonds shall be payable at maturity or on such dates as may be fixed for prior redemption upon presentation and surrender of such Bonds by the ((~~owners~~)) Owners at

either principal office of the Bond Registrar in Seattle, Washington, or New York, New York, at the option of such ((~~owners~~)) Owners.

E. Sale of Bonds. The county hereby authorizes the public sale of the Bonds. The Bonds shall be sold in one or more series, any of which may be sold in a combined offering of other bonds of the county, at the option of the Finance Manager. The Finance Manager shall determine, in consultation with the county's financial advisors, whether each series of the Bonds shall be sold by negotiated sale or competitive bid.

If the Finance Manager determines that any series of the Bonds shall be sold by negotiated sale, the Finance Manager shall, in accordance with applicable county procurement procedures, solicit one or more underwriting firms with which to negotiate the sale of the Bonds; provided, that each series of Multi-Modal Bonds shall be sold by negotiated sale and (1) the underwriting firm so selected shall also be selected to serve as the initial Remarketing Agent for such series of Multi-Modal Bonds, and (2) the Finance Manager shall solicit one or more banks, insurance companies, pension funds or other financial institutions with which to negotiate the provision of the Initial Liquidity Facility therefor. The purchase contract for each series of the Bonds shall establish the year and series designation, date, principal amounts and maturity dates, interest rates and interest payment dates for a series of Fixed Rate Bonds or the initial Mode for a series of Multi-Modal Bonds, redemption provisions and delivery date for such series of the Bonds, so long as the aggregate principal amount of the Bonds to be outstanding on the date of issuance of such series of Bonds does not exceed the remainder of ((~~$170,000,000~~)) $210,000,000 less the aggregate principal amount of any Notes to be outstanding on the date of issuance of such series of Bonds. The county council, by Bond Sale Motion, shall approve the bond purchase contract and ratify the terms for the series of Bonds established thereby, and shall also approve the initial Remarketing Agreement, if any, and the Initial Liquidity Facility, if any.

If the Finance Manager determines that any series of the Bonds shall be sold by competitive bid, bids for the purchase of each series of the Bonds shall be received at such time and place and by such means as the Finance Manager shall direct.

Upon the date and time established for the receipt of bids for each series of the Bonds, the Finance Manager or his designee shall open the bids for the Bonds, shall cause the bids to be mathematically verified and shall report to the county council regarding the bids received. Such bids shall then be considered and acted upon by the county council in an open public meeting. The county council reserves the right to reject any and all bids for any series of the Bonds. The county council shall, by Bond Sale Motion, ratify and confirmthe year and series designation, date, principal amounts and maturity dates, interest rates and interest payment dates, redemption provisions and delivery date for such series of the Bonds, and accept the bid for the purchase of such series of the Bonds.

The Finance Manager is hereby authorized and directed to prepare an Official Notice of Bond Sale for each series of the Bonds to be sold pursuant to competitive bid, which notice shall be filed with the clerk of the council and shall be ratified and confirmed by the Bond Sale Motion therefor. The Finance Manager is hereby authorized to establish the year and series designation, date, principal amounts and maturity dates, interest payment dates, redemption provisions and delivery date for such series of Bonds in such Official Notice of Bond Sale so long as the aggregate principal amount of the Bonds to be outstanding on the date of issuance of such series of Bonds does not exceed the remainder of ((~~$170,000,000~~)) $210,000,000 less the aggregate principal amount of any Notes to be outstanding on the date of issuance of such series of Bonds. The Official Notice of Bond Sale or an abridged form thereof shall be published in such papers or financial journals as may be deemed desirable or appropriate by the financial advisors to the county.

F. Form of Fixed Rate Bonds. ((~~The~~)) Fixed Rate Bonds shall be in substantially the following form:

NO. $_____

UNITED STATES OF AMERICA

STATE OF WASHINGTON

KING COUNTY

LIMITED TAX GENERAL OBLIGATION BOND,

powered by Legistar™

[Year, Series]

INTEREST RATE: MATURITY DATE: CUSIP NO. :

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KING COUNTY, WASHINGTON (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above and to pay interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from _____, 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 _____, and semiannually thereafter on the ____ days of each succeeding _____ and _____.

Both principal of and interest on this bond are payable in lawful money of the United States of America. While bonds are held on immobilized "book entry" system of registration, the principal of this bond is payable to the order of the Registered Owner in same day funds received by the Registered Owner on the maturity date of this bond, and the interest on this bond is payable to the order of the Registered Owner in same day funds received by the Registered Owner on each interest payment date. When bonds are no longer held in an immobilized "book entry" registration system, the principal shall be paid to the Registered Owner or nominee of such ((~~owner~~)) 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 such ((~~owner~~)) Owner at the address shown on the registration books maintained by the Bond Registrar (the "Bond Register") as of the 15th day of the month prior to the interest payment date; provided, however that if so requested in writing by the Registered Owner of at least $1,000,000 par value of the bonds, interest will be paid by wire transfer.

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity, in the aggregate principal amount of $_____, and is issued to provide long-term financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, including capitalized interest and costs and expenses incurred in issuing the bonds.

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

[The bonds of this issue are subject to redemption prior to maturity as follows: (information to come from related Bond Sale Motion)].

The County has irrevocably covenanted in Ordinance 14167, as amended by Ordinance 14463, Ordinance 14745, Ordinance 14992, Ordinance 15285, Ordinance 15604 and Ordinance _____ (collectively, the "Bond Ordinance"), that each year it will include in its budget and levy an *ad valorem* tax within the constitutional and statutory tax limitations provided by law without a vote of the people upon all the property within the County subject to taxation in an amount that will be sufficient, together with all other revenues, taxes and money of the County legally available for such purposes, to pay the principal of and interest on the bonds as the same shall become due. The County has irrevocably pledged its full faith, credit and resources for the

annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the bonds as the same shall become due.

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

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

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

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

KING COUNTY, WASHINGTON

By

County Executive

ATTEST:

Clerk of the Council

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

powered by Legistar™

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Bond Ordinance and is of the Limited Tax General Obligation Bonds, [Year, Series], of King County, Washington, dated [_____].

WASHINGTON STATE FISCAL

AGENCY, as Bond Registrar

By

Authorized Officer

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION

NUMBER OF TRANSFEREE

[ ]

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

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

DATED: , _____.

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

powered by Legistar™

whatever.

SIGNATURE GUARANTEED:

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

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

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

H. Bond Registrar. The county hereby adopts for the Bonds the system of registration specified and approved by the Washington State Finance Committee. The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the county. Such Bond Register shall contain the name and mailing address of the ((~~owner~~)) Owner of each Bond or nominee of such ((~~owner~~)) Owner and the principal amount and

number of Bonds held by each ((~~owner~~)) Owner or nominee. The Bond Registrar is authorized, on behalf of the county, to authenticate and deliver the Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance.

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

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

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

I. Mutilated, Lost, or Destroyed Bonds. If any Bond shall become mutilated, the Bond Registrar shall authenticate and deliver a new Bond of like amount, date, series, interest rate and tenor in exchange and substitution for the Bond so mutilated, upon the ((~~owner's~~)) Owner's paying the expenses and charges of the county and the Bond Registrar in connection therewith and upon surrender to the Bond Registrar of the Bond so mutilated. Every mutilated Bond so surrendered shall be canceled and destroyed by the Bond Registrar.

In case the Bonds or any of them shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, date, series and tenor to the registered ((~~owner~~)) Owner thereof upon the ((~~owner's~~)) Owner's paying the expenses and charges of the county and the Bond Registrar in connection therewith and upon his/her filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such Bond or Bonds were actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the county and Bond Registrar with indemnity satisfactory to the Finance Manager and the Bond Registrar.

J. Multi-Modal Bond Provisions.

1. Acceptance of Terms and Conditions. The interest on any Multi-Modal Bonds shall be due and payable on the Multi-Modal Bond Interest Payment Dates in each year to and including the maturity date of such Multi-Modal Bond, and on each Redemption Date.

By the acceptance of its Multi-Modal Bond, the Owner and each Beneficial Owner thereof shall be deemed to have agreed to all the terms and provisions of such Multi-Modal Bond as specified in such Multi-Modal Bond and this ordinance including, without limitation, the applicable Interest Periods, interest rates (including any applicable Maximum Rate), Purchase Dates, Mandatory Purchase Dates, Purchase Prices, mandatory and optional purchase and redemption provisions applicable to such Multi-Modal Bond, and method and timing of purchase, redemption and payment. Such Owner and each Beneficial Owner further agree that if, on any date upon which one of its Bonds is to be purchased, redeemed or paid at maturity or earlier due date, funds are on deposit with the Bond Registrar to pay the full amount due on such Multi-Modal Bond, then such

Owner or Beneficial Owner shall have no rights under this ordinance other than to receive such full amount due with respect to such Multi-Modal Bond and that interest on such Multi-Modal Bond shall cease to accrue as of such date.

2. Calculation and Payment of Interest; Conversions; Maximum Rate. When a Short-Term Mode is in effect, interest shall be calculated on the basis of a 365/366-day year for the actual number of days elapsed. When a Long-Term Mode is in effect, interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on each Multi-Modal Bond shall be made on each Multi-Modal Bond Interest Payment Date therefor for unpaid interest accrued through the Multi-Modal Bond Interest Accrual Period to the Owner of record of such Multi-Modal Bond on the applicable Record Date. Notwithstanding the foregoing, while any Multi-Modal Bonds are Liquidity Provider Bonds, such Multi-Modal Bonds shall bear interest at the applicable Liquidity Provider Rate, computed in the manner and payable at the times and in the amounts required under the Liquidity Facility.

The Multi-Modal Bonds in any Mode, other than the Fixed Rate Mode, may be converted to any other Mode at the times and in the manner provided in Section 4.J.8 of this ordinance. Subsequent to such conversion in Mode (other than a conversion to the Fixed Rate Mode), the Multi-Modal Bonds may again be converted to a different Mode at the times and in the manner hereinafter provided. The Fixed Rate Mode shall be in effect until the maturity date of such Multi-Modal Bond, and may not be converted to any other Mode.

No Multi-Modal Bond shall bear interest at an interest rate higher than the Maximum Rate.

In the absence of manifest error, the determination of interest rates (including any determination of rates in connection with a New Mode) and Interest Periods by the Remarketing Agent and the record of interest rates maintained by the Bond Registrar shall be conclusive and binding upon the Remarketing Agent, the Bond Registrar, the county, the Liquidity Provider, the Owners and the Beneficial Owners.

3. Determination of Flexible Rates and Interest Periods During Flexible Mode. An Interest Period for the Multi-Modal Bonds in the Flexible Mode shall be a Flexible Rate Period ending on a day preceding (a) a

Business Day or (b) the maturity date of such Multi-Modal Bond, as the Remarketing Agent shall determine in accordance with the provisions of this Section 4.J.3. A Flexible Rate Bond can have an Interest Period, and bear interest at a Flexible Rate, different from another Flexible Rate Bond. In making the determinations with respect to Interest Periods, subject to limitations set forth in this ordinance, on each Rate Determination Date for a Flexible Rate Bond, the Remarketing Agent shall select for such Multi-Modal Bond the Interest Period that would result in the Remarketing Agent being able to remarket such Multi-Modal Bond at par in the secondary market at the lowest average interest cost for all Flexible Rate Bonds; provided, however, that the Remarketing Agent shall not knowingly select an Interest Period for any Multi-Modal Bond that extends beyond the period for which interest coverage is available under any Liquidity Facility then in effect or any applicable Mandatory Purchase Date, Redemption Date or maturity date of such Multi-Modal Bond.

Except while the Multi-Modal Bonds are registered in a Book-Entry System, in order to receive payment of th Purchase Price the Owner of any Multi-Modal Bond in the Flexible Mode must present such Multi-Modal Bond to the Bond Registrar by 12:00 noon, New York City time, on the Rate Determination Date for the next Interest Period, in which case, the Bond Registrar shall pay the Purchase Price to such Owner by 3:00 p.m., New York City time, on the same day.

By 1:00 p.m., New York City time, on each Rate Determination Date, the Remarketing Agent, with respect to each Multi-Modal Bond in the Flexible Mode that is subject to adjustment on such date, shall determine the Interest Period and Flexible Rate for such Interest Period and shall give notice by Electronic Means to the Bond Registrar and the county, of such Interest Period and Flexible Rate and the applicable Purchase Date. The Remarketing Agent shall make such Interest Period and Flexible Rate available after 2:00 p.m., New York City time, on such Rate Determination Date by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such information.

4. Determination of Interest Rates during the Daily Mode and Weekly Mode. The interest rate for the Multi-Modal Bonds in the Daily Mode or Weekly Mode shall be the rate of interest per annum determined by

the Remarketing Agent on and as of the applicable Rate Determination Date as the minimum rate of interest that, in the opinion of the Remarketing Agent under then-existing market conditions, would result in the sale of such Multi-Modal Bonds at a price equal to the principal amount thereof, plus interest, if any, accrued through the Rate Determination Date during the then current Multi-Modal Bond Interest Accrual Period.

(a) Daily Rate. During the Daily Mode, the Remarketing Agent shall establish the Daily Rate by 10:00 a.m., New York City time, on each Rate Determination Date. The Daily Rate for any day during the Daily Mode that is not a Business Day shall be the Daily Rate established on the immediately preceding Rate Determination Date. The Remarketing Agent shall make the Daily Rate available no less frequently than once each week by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such rate.

(b) Weekly Rate. During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 10:00 a.m., New York City time, on each Rate Determination Date. The Weekly Rate shall be in effect during the applicable Weekly Rate Period. The Remarketing Agent shall make the Weekly Rate available no less frequently than once each week by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such rate.

5. Determination of Term Rates. Except as provided in Section 4.J.7 of this ordinance, once the Multi-Modal Bonds are converted to the Term Rate Mode, the Multi-Modal Bonds shall continue in the Term Rate Mode until converted to another Mode in accordance with Section 4.J.8 of this ordinance. The Term Rate shall be determined by the Remarketing Agent by 4:00 p.m., New York City time, on the Rate Determination Date, and the Remarketing Agent shall make the Term Rate available by telephone or by Electronic Means to any Notice Party requesting such rate. The Term Rate shall be the minimum rate that, in the sole judgment of the Remarketing Agent, would result in a sale of the Multi-Modal Bonds at a price equal to the principal amount thereof on the Rate Determination Date for the Interest Period selected by the county in writing delivered to the Remarketing Agent before such Rate Determination Date. If a new Interest Period is not selected by the county prior to a Rate Determination Date, the new Interest Period shall be the same length as the current Interest

Period (or such lesser period as shall be necessary to comply with the last sentence of this paragraph).

By 5:00 p.m., New York City time, on the Rate Determination Date, the Remarketing Agent shall give notice by Electronic Means to the Bond Registrar and the county of the Term Rate. The Remarketing Agent shall make such Term Rate available after 5:00 p.m., New York City time, on such Rate Determination Date by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such information. No Term Rate Period may extend beyond the maturity date of such Multi-Modal Bond.

6. Determination of Fixed Rates. The Remarketing Agent shall determine the Fixed Rate (or Fixed Rates, in the case of Multi-Modal Serial Bonds) for the Multi-Modal Bonds being converted to the Fixed Rate Mode in the manner and at the times as follows: by 4:00 p.m., New York City time, on the applicable Rate Determination Date, the Remarketing Agent shall determine the Fixed Rate(s). Except as set forth in Section 4.J.8(b)(iii) of this ordinance, the Fixed Rate on each Multi-Modal Bond shall be the minimum interest rate that, in the sole judgment of the Remarketing Agent, will result in a sale of such Multi-Modal Bond at a price equal to the principal amount thereof on the Rate Determination Date.

By 5:00 p.m., New York City time, on the Rate Determination Date, the Remarketing Agent shall give notice by Electronic Means to the Bond Registrar and the county of the Fixed Rate(s). The Remarketing Agent shall make such Fixed Rate(s) available after 5:00 p.m., New York City time, on such Rate Determination Date by telephone or Electronic Means to any Beneficial Owner or Notice Party requesting such information. Subject to Section 4.J.8(b)(iii) of this ordinance, the Fixed Rate(s) so established shall remain in effect until the maturity date of such Multi-Modal Bond.

7. Alternate Rates. The following provisions shall apply in the event (i) the Remarketing Agent (or the county, with respect to the determination of the Interest Period for Multi-Modal Bonds in the Term Rate Mode) fails or is unable to determine the interest rate or Interest Period for the Multi-Modal Bonds, (ii) the method by which the Remarketing Agent (or the county, if applicable) determines the interest rate or Interest Period with respect to the Multi-Modal Bonds shall be held to be unenforceable by a court of law of competent

jurisdiction, or (iii) if the Remarketing Agent suspends its remarketing effort in accordance with the Remarketing Agreement. These provisions shall continue to apply until such time as the Remarketing Agent (or the county, if applicable) again makes such determinations. In the case of clause (ii) above, the Remarketing Agent (or the county, if applicable) may again make such determination at such time as there is delivered to the Remarketing Agent and the county an opinion of Bond Counsel to the effect that there are no longer any legal prohibitions against such determinations. The following shall be the methods by which the interest rates and, in the case of the Flexible and Term Rate Modes, the Interest Periods, shall be determined for the Multi-Modal Bonds as to which any of the events described in clauses (i), (ii) or (iii) shall be applicable. Such methods shall be applicable from and after the date any of the events described in clauses (i), (ii) or (iii) first become applicable to the Multi-Modal Bonds until such time as the events described in clauses (i), (ii) or (iii) are no longer applicable to the Multi-Modal Bonds. These provisions shall not apply if the county fails to select an Interest Period for the Multi-Modal Bonds in the Term Rate Mode for a reason other than as described in clause (ii) above:

(a) Flexible Rate Mode. If the Multi-Modal Bonds are then in the Flexible Rate Mode, then the next Interest Period shall be from, and including, the first day following the last day of the current Interest Period for the Multi-Modal Bonds to, but excluding, the next succeeding Business Day and thereafter shall commence on each Business Day and extend to, but exclude, the next succeeding Business Day. For each such Interest Period, the interest rate for the Multi-Modal Bonds shall be the Maximum Rate in effect on the Business Day that begins an Interest Period.

(b) Daily Mode or Weekly Mode. If the Multi-Modal Bonds are then in the Daily Mode or the Weekly Mode, then the Multi-Modal Bonds shall bear interest during each subsequent Interest Period at the Maximum Rate in effect on the first day of such Interest Period.

(c) Term Rate Mode. If the Multi-Modal Bonds are then in the Term Rate Mode, then the Multi-Modal Bonds shall automatically convert to Flexible Rate Bonds, with an Interest Period commencing on the

first day following the last day of the current Interest Period for the Multi-Modal Bonds to, but excluding, the next succeeding Business Day and thereafter commencing on each Business Day and extending to, but excluding, the next succeeding Business Day. For each such Interest Period, the interest rate for the Multi-Modal Bonds shall be the Maximum Rate in effect at the beginning of each such Interest Period.

8. Conversions. The county may convert the Mode of all, but not a portion, of the Multi-Modal Bonds then Outstanding by following the procedures set forth in this Section 4.J.8. It shall be a condition to any conversion to the Fixed Rate Mode, Flexible Mode or Term Rate Mode that the Finance Director shall have executed a continuing disclosure undertaking satisfying the requirements of the Rule and shall cooperate with the Remarketing Agent, if any, and any "participating underwriter" (as defined in the Rule) in satisfying the requirements of the Rule.

(a) Conversions to Modes Other than to Fixed Rate Mode. At the option of the county, all but not a portion, of the Multi-Modal Bonds then Outstanding (other than Multi-Modal Bonds in the Fixed Rate Mode) may be converted to another Mode (other than the Fixed Rate Mode) as follows:

(i) Notice. No later than a Business Day that is at least 30 days (or such shorter time as may be agreed to by the county, the Bond Registrar and the Remarketing Agent, but in any event not less than 15 days) preceding the proposed Conversion Date, the county shall give written notice to the Notice Parties of its intention to convert the Multi-Modal Bonds from the Mode then prevailing (for purposes of this Section, the "Current Mode") to another Mode (for purposes of this Section, the "New Mode") specified in such written notice, and, if the conversion is to a Term Rate Mode, the length of the initial Interest Period. In the case of conversion to a Term Rate Mode, such notice shall also include a statement as to whether there will be a Liquidity Facility in effect with respect to the Multi-Modal Bonds following such conversion and the identity of the provider of such Liquidity Facility. Notice of the proposed conversion shall be given by the Bond Registrar to the Owners of the Multi-Modal Bonds not less than the 15th day next preceding the Conversion Date, provided that no notice need be given for a Conversion Date occurring on the first Business Day following the

last day of a Flexible Rate Period or Term Rate Period or on a Substitution Date. Such notice shall state: (1) the proposed Conversion Date; (2) the New Mode; (3) except in the case of a conversion from the Daily Mode to the Weekly Mode or from the Weekly Mode to the Daily Mode, that the Multi-Modal Bonds will be subject to mandatory purchase on the Conversion Date (regardless of whether all of the conditions to the conversion in the Mode are satisfied) and the Purchase Price of the Multi-Modal Bonds; and (4) if the Book-Entry System is no longer in effect, information with respect to required delivery of Multi-Modal Bond certificates and payment of Purchase Price.

(ii) Determination of Interest Rates and Interest Periods. The New Mode shall commence on the Conversion Date. The interest rate(s) shall be determined by the Remarketing Agent, and the Interest Period(s) shall be determined by the Remarketing Agent (in the case of Multi-Modal Bonds being converted to the Flexible Mode) or the county in the case of the Interest Period for the Multi-Modal Bonds converted to the Term Rate Mode) in the manner provided in Sections 4.J.3, 4.J.4 and 4.J.5 of this ordinance, as applicable.

(iii) Conditions Precedent:

(A) The Conversion Date shall be:

(1) in the case of a conversion from the Flexible Mode, the next Mandatory Purchase Date for all of the Flexible Rate Bonds;

(2) in the case of a conversion from the Daily or Weekly Mode, any Business Day;

(3) in the case of a conversion from the Term Rate Mode to another Mode, or from a Term Rate Period to a Term Rate Period of a different duration, the Conversion Date shall be limited to any Multi-Modal Bond Interest Payment Date on which the Multi-Modal Bonds are subject to optional redemption or a Mandatory Purchase Date.

(B) The following items shall have been delivered to the county, the Bond Registrar, the Remarketing Agent, if any, and the Liquidity Provider, on or prior to the Conversion Date:

(1) in the case of a conversion from a Short-Term Mode to a Long-Term Mode or from a Long-

Term Mode to a Short-Term Mode, a Favorable Opinion of Bond Counsel, dated the Conversion Date and addressed to the Notice Parties;

(2) if an Alternate Liquidity Facility is to be delivered in connection with such conversion, the items required by Section 4.J.16(c) of this ordinance;

(3) a notice from the Rating Agencies of the rating(s) to be assigned the Multi-Modal Bonds on such Conversion Date.

(b) Conversion to Fixed Rate Mode. At the option of the county, all, but not a portion of the Multi-Modal Bonds then Outstanding (other than Multi-Modal Bonds in the Fixed Rate Mode), may be converted to the Fixed Rate Mode as follows:

(i) Notices. No later than a Business Day that is 30 days (or such shorter time as may be agreed to by the county, the Bond Registrar and the Remarketing Agent, but in any event not less than 15 days) preceding the proposed Conversion Date, the county shall give written notice to the Notice Parties of its intention to effect a conversion from the Current Mode to the Fixed Rate Mode. Notice of the proposed conversion shall be given by the Bond Registrar to the Owners of the Multi-Modal Bonds not less than 15 days preceding the Conversion Date, provided that no notice need be given for a Conversion Date occurring on the first Business Day following the last day of a Flexible Rate Period or Term Rate Period. Such notice shall state: (1) the proposed Conversion Date; (2) that the Multi-Modal Bonds will be subject to mandatory purchase on the Conversion Date (regardless of whether all of the conditions to the conversion to the Fixed Rate Mode are satisfied) and the Purchase Price of the Multi-Modal Bonds; and (3) if the Book-Entry System is no longer in effect, information with respect to required delivery of Multi-Modal Bond certificates and payment of Purchase Price.

(ii) Determination of Fixed Rates. The Fixed Rate (or Fixed Rates in the case of Multi-Modal Serial Bonds) shall be determined by the Remarketing Agent as provided in Section 4.J.6 of this ordinance.

(iii) Serialization and Sinking Fund; Price. The Multi-Modal Bonds shall be remarketed at a price equal to 100% of the principal amount thereof, shall mature on the same Maturity Date and shall be subject to

the same mandatory sinking fund redemption, if any, and optional redemption provisions as set forth in this ordinance for any prior Mode; provided, however, that if the county shall deliver to the Bond Registrar a Favorable Opinion of Bond Counsel, the county may elect to (1) have some of the Multi-Modal Bonds be Multi-Modal Serial Bonds maturing on Multi-Modal Serial Maturity Dates and some subject to sinking fund redemption even if such Multi-Modal Bonds were not Multi-Modal Serial Bonds or subject to mandatory sinking fund redemption prior to such conversion, (2) change the optional redemption dates and/or premiums applicable to such Multi-Modal Bonds, and/or (3) sell some or all of the Multi-Modal Bonds at a premium or a discount.

(iv) Conditions Precedent:

(A) The Conversion Date shall be:

(1) In the case of conversion from the Flexible Mode, a Mandatory Purchase Date for all of the Flexible Rate Bonds;

(2) In the case of conversion from the Daily or Weekly Mode, any Business Day;

(3) In the case of conversion from the Term Rate Mode, a Multi-Modal Bond Interest Payment Date on which the Multi-Modal Bonds are subject to optional redemption or a Mandatory Purchase Date.

(B) The following items shall have been delivered to the county, the Bond Registrar, the Remarketing Agent, if any, and the Liquidity Provider, if any, on or prior to the Conversion Date:

(1) In the case of conversion from a Short-Term Mode, a Favorable Opinion of Bond Counsel, dated the Conversion Date and addressed to the Notice Parties;

(2) Notice from the Rating Agencies of the rating(s) to be assigned the Multi-Modal Bonds on such Conversion Date; and

(3) A firm underwriting commitment.

(c) Failure to Satisfy Conditions Precedent to a Conversion Change. In the event the conditions described above in Sections 4.J.8(a) or 4.J.8(b) of this ordinance, as applicable, have not been satisfied by the

applicable Conversion Date, then the New Mode shall not take effect (although any mandatory purchase shall be made on such date if notice has been sent to the Owners stating that such Multi-Modal Bonds would be subject to mandatory purchase on such date).

If the failed conversion was from the Flexible Mode, the Multi-Modal Bonds shall remain in the Flexible Mode with interest rates and Interest Periods to be established by the Remarketing Agent on the failed Conversion Date in accordance with Section 4.J.3 of this ordinance. If the failed conversion was from the Daily Mode, the Multi-Modal Bonds shall remain in the Daily Mode, and if the failed conversion was from the Weekly Mode, the Multi-Modal Bonds shall remain in the Weekly Mode, in each case with interest rates established in accordance with the applicable provisions of Section 4.J.4 of this ordinance on and as of the failed Conversion Date. If the failed conversion was from the Term Rate Mode, then the Multi-Modal Bonds shall stay in the Term Rate Mode for an Interest Period ending on the following Multi-Modal Bond Interest Payment Date for the Multi-Modal Bonds in the Term Rate Mode, and the interest rate shall be established by the Remarketing Agent on the failed Conversion Date in accordance with Section 4.J.5 of this ordinance. If the Remarketing Agent is unable to determine the interest rate on the failed Conversion Date, the provisions of Section 4.J.7 of this ordinance shall apply and be in effect at the beginning of each such Interest Period.

(d) Rescission of Election. Notwithstanding anything herein to the contrary, the county may rescind any election by it to convert a Mode as described above prior to the Conversion Date by giving written notice thereof to the Notice Parties prior to such Conversion Date. If the Bond Registrar receives notice of such rescission prior to the time the Bond Registrar has given notice to the Owners of the Multi-Modal Bonds, then such notice of conversion shall be of no force and effect. If the Bond Registrar receives notice from the county of rescission of a conversion after the Bond Registrar has given notice thereof to the Owners of the Multi-Modal Bonds, then if the proposed Conversion Date would have been a Mandatory Purchase Date, such date shall continue to be a Mandatory Purchase Date. If the proposed conversion was from the Flexible Mode, the Multi-Modal Bonds shall remain in the Flexible Mode with interest rates and Interest Periods to be established

by the Remarketing Agent on the proposed Conversion Date in accordance with Section 4.J.3 of this ordinance. If the proposed conversion was from the Daily Mode, the Multi-Modal Bonds shall remain in the Daily Mode, and if the proposed conversion was from the Weekly Mode, the Multi-Modal Bonds shall remain in the Weekly Mode, in each case with interest rates established in accordance with the applicable provisions of Section 4.J.4 of this ordinance on and as of the proposed Conversion Date. If the proposed conversion was from the Term Rate Mode, then the Multi-Modal Bonds shall stay in the Term Rate Mode for an Interest Period ending on the following Multi-Modal Bond Interest Payment Date for the Multi-Modal Bonds in the Term Rate Mode and the interest rate shall be established by the Remarketing Agent on the proposed Conversion Date in accordance with Section 4.J.5 of this ordinance. If the Remarketing Agent is unable to determine the interest rate on the proposed Conversion Date, the provisions of Section 4.J.7 of this ordinance shall apply in effect at the beginning of each such Interest Period.

9. Optional Tenders of Multi-Modal Bonds in the Daily Mode or the Weekly Mode. Subject to Section 4.J.14 of this ordinance, the Beneficial Owners of Multi-Modal Bonds in a Daily Mode or a Weekly Mode may elect to have their Multi-Modal Bonds (or portions of those Multi-Modal Bonds in amounts equal to Authorized Denominations) purchased on any Business Day at a price equal to the Purchase Price, upon delivery of a Tender Notice to the Bond Registrar by the Tender Notice Deadline. Immediately upon receipt of a Tender Notice, the Bond Registrar shall notify the Remarketing Agent and provide the Remarketing Agent with a copy of such Tender Notice.

10. Mandatory Purchase of Multi-Modal Bonds on Mandatory Purchase Date. The Multi-Modal Bonds shall be subject to mandatory purchase at the Purchase Price on each Mandatory Purchase Date. The Bond Registrar shall give notice of such mandatory purchase by mail to the Owners of the Multi-Modal Bonds subject to mandatory purchase no fewer than 15 days prior to the Mandatory Purchase Date. No notice shall be given of the Mandatory Purchase Date at the end of each Interest Period for Flexible Rate Bonds. Each notice shall state the Mandatory Purchase Date, the Purchase Price, the numbers of the Multi-Modal Bonds to be

purchased if less than all of the Multi-Modal Bonds owned by such Owner are to be purchased, and that interest on Multi-Modal Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to mail such notice with respect to any Multi-Modal Bond shall not affect the validity of the mandatory purchase of any other Multi-Modal Bond with respect to which notice was so mailed. Any notice mailed will be conclusively presumed to have been given, whether or not actually received by any Owner or Beneficial Owner.

11. Remarketing of Multi-Modal Bonds; Notices.

(a) Remarketing of Multi-Modal Bonds. The Remarketing Agent shall use its best efforts, pursuant to the terms and conditions of the Remarketing Agreement, to offer for sale:

ul(i) All Multi-Modal Bonds or portions thereof as to which a Tender Notice pursuant to Section 4.J.9 of this ordinance has been given; and

(ii) All Multi-Modal Bonds required to be purchased on a Mandatory Purchase Date described in clauses (i), (ii), (iii), (iv) or (vii) of the definition thereof; and

(iii) Any Liquidity Provider Bonds (A) purchased on a Purchase Date described in Section 4.J.11(a)(i) or Section 4.J.11(a)(ii) of this ordinance, or (B) with respect to which the Liquidity Provider has provided notice to the Bond Registrar and the Remarketing Agent that it is ready to reinstate the Available Amount, or (C) with respect to which an Alternate Liquidity Facility is in effect, or (D) that are being remarketed in the Fixed Rate Mode. In connection with the remarketing of any Multi-Modal Bonds with respect to which notice of redemption or notice of mandatory purchase has been given, the Remarketing Agent will notify each person to which such Multi-Modal Bonds are remarketed of such notice of redemption or notice of mandatory purchase.

Anything in this ordinance to the contrary notwithstanding, if there shall have occurred and be continuing a Liquidity Provider Failure, the Remarketing Agent shall not remarket any Multi-Modal Bonds. All other provisions of this ordinance, including without limitation those relating to the setting of interest rates

and Interest Periods and mandatory and optional purchases, shall remain in full force and effect during the continuance of such Liquidity Provider failure.

(b) Notice of Remarketing; Registration Instructions; New Multi-Modal Bonds. On each Purchase Date:

(i) The Remarketing Agent shall notify by Electronic Means the Bond Registrar by 12:00 noon, New York City time, of the principal amount of tendered Multi-Modal Bonds it has remarketed and by 1:00 p.m., New York City time, of the information necessary to register and deliver Multi-Modal Bonds remarketed with respect thereto;

(ii) The Remarketing Agent shall cause the proceeds of such remarketing to be paid to the Bond Registrar in immediately available funds by 12:15 p.m., New York City time; and

(iii) If the Multi-Modal Bonds are no longer in the Book-Entry System, the Bond Registrar shall authenticate new Multi-Modal Bonds for the respective purchasers thereof which shall be available for pick-up by the Remarketing Agent by 2:30 p.m., New York City time.

(c) Draw on Liquidity Facility. On each Purchase Date, the Bond Registrar shall make a Draw under the Liquidity Facility by 12:30 p.m., New York City time, in an amount equal to the Purchase Price of all Multi-Modal Bonds tendered less the amount received pursuant to Section 4.J.11(b)(ii) of this ordinance. The Bond Registrar shall give the county notice by 2:30 p.m., New York City time, on the Purchase Date if it does not have funds in the Remarketing Proceeds Account and the Liquidity Facility Purchase Account sufficient to pay the Purchase Price of Multi-Modal Bonds tendered on such Purchase Date.

12. Source of Funds for Purchase of Multi-Modal Bonds. By 3:00 p.m., New York City time, on each Purchase Date, the Bond Registrar shall purchase tendered Multi-Modal Bonds at the Purchase Price by wire transfer in immediately available funds. Funds for the payment of such Purchase Price shall be derived solely from the following sources in the order of priority indicated and neither the Bond Registrar nor the Remarketing Agent shall be obligated to provide funds from any other source: (a) immediately available funds

on deposit in the Remarketing Proceeds Account; (b) immediately available funds on deposit in the Liquidity Facility Purchase Account; and (c) money of the county on deposit in the County Purchase Account.

The county may, but shall not be obligated to, deposit amounts into the County Purchase Account sufficient to pay the Purchase Price to the extent that amounts on deposit in the Remarketing Proceeds Account and the Liquidity Facility Purchase Account are insufficient therefor.

13. Delivery of Multi-Modal Bonds. On each Purchase Date, each Multi-Modal Bond to be purchased shall be delivered as follows:

(a) Multi-Modal Bonds purchased by the Bond Registrar with funds described in Section 4.J.12(a) of this ordinance shall be delivered by the Remarketing Agent to the purchasers of such Multi-Modal Bonds by 3:00 p.m., New York City time; and

(b) Multi-Modal Bonds purchased by the Bond Registrar with money described in Section 4.J.12(b) of this ordinance shall be registered immediately in the name of the Liquidity Provider or its nominee (which may be the Securities Depository) by 3:00 p.m., New York City time,

(c) Multi-Modal Bonds purchased by the county with money described in Section 4.J.12(c) of this ordinance shall be registered immediately in the name of the county or its nominee (which may be the Securities Depository) by 3:00 p.m., New York City time, Multi-Modal Bonds so owned by the county shall continue to be Outstanding under the terms of this ordinance and be subject to all of the terms and conditions of this ordinance and shall be subject to remarketing by the Remarketing Agent.

14. Book-Entry Tenders. Notwithstanding any other provision of this Section 4.J of this ordinance to the contrary, all tenders for purchase of Multi-Modal Bonds held in the Book-Entry System shall be subject to the terms and conditions set forth in the Letter of Representations and to any regulations promulgated by the Securities Depository. For so long as the Multi-Modal Bonds are held in the Book-Entry System, the tender option rights of Owners of Multi-Modal Bonds may be exercised only by the Securities Depository by giving notice of its election to tender Multi-Modal Bonds or portions thereof at the times and in the manner described

above. Unless permitted under the Letter of Representations, Beneficial Owners will not have any rights to tender Multi-Modal Bonds directly to the Bond Registrar. Procedures under which a Beneficial Owner may direct a Securities Depository Participant to exercise a tender option right in respect of Multi-Modal Bonds or portions thereof in an amount equal to all or a portion of such Beneficial Owner's beneficial ownership interest therein shall be governed by standing instructions and customary practices determined by such Securities Depository Participant. For so long as the Multi-Modal Bonds are registered in the name of the Securities Depository or its nominee, delivery of Multi-Modal Bonds required to be tendered for purchase shall be effected by the transfer on the Purchase Date of book-entry credits of beneficial interests in such Multi-Modal Bonds with no requirement of physical delivery of any Multi-Modal Bonds.

15. No Book-Entry System. If at any time the Multi-Modal Bonds shall no longer be in the Book-Entry System, the following procedures shall be followed:

(a) Multi-Modal Bonds shall be delivered (with all necessary endorsements) at or before 12:00 noon, New York City time, on the Purchase Date at the office of the Bond Registrar in New York, New York; provided, however, that payment of the Purchase Price shall be made pursuant to this Section only if the Multi-Modal Bond so delivered to the Bond Registrar conforms in all respects to the description thereof in the notice described in this Section. Payment of the Purchase Price with respect to purchases under this Section shall be made to the Owners of tendered Multi-Modal Bonds by wire transfer in immediately available funds by the Bond Registrar by 3:00 p.m., New York City time, on the Purchase Date.

(b) If a Multi-Modal Bond to be purchased is not delivered by the Owner to the Bond Registrar by 12:00 noon, New York City time, on the Purchase Date, the Bond Registrar shall hold any funds received for the purchase of those Multi-Modal Bonds in the Purchase Fund in trust and shall pay such funds to the former Owners of the Multi-Modal Bonds upon presentation of the Multi-Modal Bonds. Such undelivered Multi-Modal Bonds shall cease to accrue interest as to the former Owners on such Purchase Date, and money representing the Purchase Price shall be available against delivery of those Multi-Modal Bonds at the office of

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the Bond Registrar in New York, New York; provided, however, that any funds so held by the Bond Registrar that remain unclaimed by the former Owner of a Multi-Modal Bond not presented for purchase for a period of three years after delivery of such funds to the Bond Registrar, shall, to the extent permitted by law, upon request in writing by the county and the furnishing of security or indemnity to the Bond Registrar's satisfaction, be paid to the county free of any trust or lien, and thereafter the former Owner of such Multi-Modal Bond shall look only to the county and then only to the extent of the amounts so received by the county without any interest thereon, and the Bond Registrar shall have no further responsibility with respect to such money or payment of the Purchase Price of such Multi-Modal Bonds. The Bond Registrar shall authenticate a replacement Multi-Modal Bond for any undelivered Multi-Modal Bond, which shall then be remarketed by the Remarketing Agent in accordance with the provisions of this ordinance.

(c) The Bond Registrar shall hold all Multi-Modal Bonds properly tendered to it for purchase hereunder as agent and bailee of, and in escrow for the benefit of, the respective Owners of the Multi-Modal Bonds which shall have so tendered such Multi-Modal Bonds until money representing the Purchase Price of such Multi-Modal Bonds shall have been delivered to or for the account of or to the order of such Owners.

16. Liquidity Facility.

(a) If a Liquidity Facility is in effect, on each Purchase Date, the Bond Registrar, by demand given by Electronic Means by 12:30 p.m., New York City time, shall make a Draw under the Liquidity Facility in accordance with the terms thereof so as to receive thereunder by 2:30 p.m., New York City time, on such date an amount, in immediately available funds, sufficient, together with the proceeds of the remarketing of Multi-Modal Bonds received on such date by 12:15 p.m., New York City time, to enable the Bond Registrar to pay the Purchase Price in connection therewith. The proceeds of such Draw shall be deposited in the Liquidity Facility Purchase Account pursuant to Section 4.J.17(b) of this ordinance.

(b) In no event shall the Bond Registrar make a Draw under the Liquidity Facility with respect to Multi-Modal Bonds owned by the county.

(c) The county may provide an Alternate Liquidity Facility on any Business Day not later than the fifth (5th) Business Day prior to the Expiration Date of the Liquidity Facility then in effect. The county shall give the Notice Parties written notice of the proposed substitution of an Alternate Liquidity Facility no less than 30 days prior to the date on which the Bond Registrar is required to provide notice of the proposed substitution to the Owners of the Multi-Modal Bonds. The Bond Registrar shall give notice of such Substitution Date in accordance with Section 4.J.10 of this ordinance. On or before the Substitution Date there shall be delivered to the Bond Registrar, (i) the Alternate Liquidity Facility in substitution for the Liquidity Facility then in effect, (ii) a Favorable Opinion of Bond Counsel, (iii) a written Opinion of Counsel for the provider of the Alternate Liquidity Facility to the effect that such Alternate Liquidity Facility is a valid, legal and binding obligation of the provider thereof, and (iv) unless waived by such entity, written evidence satisfactory to the Liquidity Provider of the provision for purchase by the provider of the Alternate Liquidity Provider from the Liquidity Provider of all Liquidity Provider Bonds (which upon such purchase shall remain Liquidity Provider Bonds until ceasing to be Liquidity Provider Bonds in accordance with the provisions of this ordinance), at a price equal to the principal amount thereof plus accrued and unpaid interest, and payment of all amounts due to the Liquidity Provider under the Liquidity Facility on or before the Substitution Date. Upon the satisfaction of the conditions described in the preceding sentence, the Bond Registrar shall accept such Alternate Liquidity Facility on the close of business on the Substitution Date and shall surrender the Liquidity Facility then in effect to the provider thereof on the Substitution Date. If any condition to the substitution is not satisfied, the substitution shall not occur, but the Multi-Modal Bonds shall remain subject to mandatory purchase on the proposed Substitution Date.

(d) In the event of an extension of the Expiration Date, the county shall give to the Notice Parties a written notice of the new Expiration Date at least 30 days prior to the Expiration Date in effect prior to such extension.

(e) The references to Liquidity Facility and Liquidity Provider shall be disregarded during any period

during which a Liquidity Facility is not required to be in effect.

17. Purchase Fund. There is hereby established and there shall be maintained by the Bond Registrar a separate fund to be known as the "Purchase Fund." The Bond Registrar shall further establish three separate accounts within the Purchase Fund to be known as the "Liquidity Facility Purchase Account," the "Remarketing Proceeds Account" and the "County Purchase Account."

(a) Remarketing Proceeds Account. Upon receipt of remarketing proceeds of Multi-Modal Bonds on a Purchase Date, the Bond Registrar shall deposit such proceeds in the Remarketing Proceeds Account for application to the Purchase Price of the Multi-Modal Bonds. Notwithstanding the foregoing, upon the receipt remarketing proceeds of Liquidity Provider Bonds, the Bond Registrar shall immediately pay such proceeds to the Liquidity Provider to the extent of any amount owing to the Liquidity Provider.

(b) Liquidity Facility Purchase Account. Upon receipt of proceeds from a Draw under the Liquidity Facility, the Bond Registrar shall deposit such proceeds in the Liquidity Facility Purchase Account for application to the Purchase Price of the Multi-Modal Bonds to the extent that the money on deposit in the Remarketing Proceeds Account shall not be sufficient. Any amounts deposited in the Liquidity Facility Purchase Account and not needed with respect to the Purchase Price for any Multi-Modal Bonds shall be immediately returned to the Liquidity Provider.

(c) County Purchase Account. Upon receipt of money from the county pursuant to Section 4.J.12 of this ordinance, the Bond Registrar shall deposit such money in the County Purchase Account for application to the Purchase Price of the Multi-Modal Bonds to the extent that the money on deposit in the Remarketing Proceeds Account and Liquidity Facility Purchase Account shall not be sufficient. Any amounts deposited in the County Purchase Account and not needed with respect to the Purchase Price for any Multi-Modal Bonds shall be immediately returned to the county.

(d) Investment. Amounts held in the Liquidity Facility Purchase Account and the Remarketing Proceeds Account shall be held uninvested and separate and apart from all other funds and accounts.

18. Insufficient Funds for Tenders.

(a) If money sufficient to pay the Purchase Price of all Multi-Modal Bonds to be purchased on any Purchase Date is not available, (i) no purchase shall be consummated on such Purchase Date; (ii) all such Multi-Modal Bonds shall be returned to the Owners thereof; (iii) all remarketing proceeds shall be returned to the Remarketing Agent for return to the Persons providing such money; and (iv) all proceeds of Draws under the Liquidity Facility, if any, shall be returned to the Liquidity Provider.

(b) All Multi-Modal Bonds shall then automatically convert to the Weekly Mode (if not already in such Mode) and bear interest at the Maximum Rate. The first Rate Determination Date for purposes of determining the Maximum Rate shall be the Purchase Date.

(c) The county may thereafter direct the conversion of the Multi-Modal Bonds to a different Mode in accordance with Section 4.J.8 of this ordinance; provided, that the county shall not be required to comply with the notice requirements described in Section 4.J.8 of this ordinance; and provided further, that after 30 consecutive days, the county shall promptly commence the process of converting the Multi-Modal Bonds to a different Mode.

(d) Subject to the terms of the Remarketing Agreement, the Remarketing Agent shall continue to use its best efforts to remarket the Multi-Modal Bonds.

19. County Purchase of Multi-Modal Bonds. The county reserves the right to purchase any of the Multi-Modal Bonds at any time at any price acceptable to the county. Multi-Modal Bonds so purchased by the county will not be treated as outstanding for purposes of giving consent or directing remedies.

20. Remarketing Agent.

(a) Initial Remarketing Agent. The initial Remarketing Agent for each series of Multi-Modal Bonds shall be selected as provided in Section 4.E of this ordinance to remarket such Multi-Modal Bonds and perform the other duties of the Remarketing Agent described in this ordinance and in the Remarketing Agreement that is approved in the Bond Sale Motion therefor. The Remarketing Agent shall keep such books and records as are

consistent with prudent industry practice and make such books and records available for inspection by the Notice Parties at all reasonable times.

(b) Resignation or Removal. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this ordinance as set forth in the Remarketing Agreement. The Remarketing Agent may suspend its remarketing efforts as set forth in the Remarketing Agreement. The Remarketing Agent may be removed at any time, at the direction of the county as set forth in the Remarketing Agreement. Any successor Remarketing Agent shall be appointed by the Finance Director on behalf of the county, with the consent of the Liquidity Provider, and shall be a member of the National Association of Securities Dealers, Inc., have a capitalization of at least $50,000,000, be authorized by law to perform all the duties of the Remarketing Agent set forth in this ordinance and be acceptable to the Liquidity Provider. The delivery to the Bond Registrar of a certificate of the Finance Director setting forth the effective date of the appointment of a successor Remarketing Agent and the name of such successor, together with written evidence of the consent of the Liquidity Provider, shall be conclusive evidence that (i) if applicable, the predecessor Remarketing Agent has been removed in accordance with the provisions of this ordinance and (ii) such successor has been appointed and is qualified to act as Remarketing Agent under the terms of this ordinance.

(c) Merger or Consolidation. If the Remarketing Agent consolidates with, merges or converts into, or transfers all or substantially all of its assets (or, in the case of a bank, national banking association or trust company, its corporate assets) to, another entity, the resulting, surviving or transferee entity without any further act shall be the successor Remarketing Agent.

21. Liquidity Facility.

(a) Initial Liquidity Facility. The initial Liquidity Provider for each series of Multi-Modal Bonds shall be selected as provided in Section 4.E of this ordinance to provide the Initial Liquidity Facility that is approved in the Bond Sale Motion therefor.

(b) Extensions of Expiration Date or Alternate Liquidity Facilities. The council authorizes the

Finance Director to obtain one or more extensions of the Expiration Date of the Initial Liquidity Facility or to obtain an Alternate Liquidity Facility at any time and from time to time when the Finance Director, in consultation with the county's financial advisors, determines that such extension or replacement is necessary or beneficial to the county. The council authorizes and directs the Finance Director and all other proper officers, agents, attorneys and employees of the county to cooperate with the Liquidity Provider in preparing such additional agreements, certificates, and other documentation on behalf of the county as shall be necessary or advisable in providing for such extension or replacement.

(c) Pledge of Full Faith and Credit. In addition to the pledges made as security for the Bonds and the Notes, the county hereby irrevocably covenants and agrees for as long as any of the Bonds or any Reimbursement Obligations or any other obligations of the county under any Liquidity Facility are outstanding and unpaid, that each year it will include in its budget and levy an *ad valorem* tax within the constitutional and statutory tax limitations provided by law without a vote of the people upon all the property within the county subject to taxation in an amount that will be sufficient, together with all other revenues, taxes and money of the county legally available for such purposes, to pay the Reimbursement Obligations and the other obligations of the county under any Liquidity Facility. The full faith, credit and resources of the county are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the Reimbursement Obligations and the other obligations of the county under any Liquidity Facility.

22. Specific Authorizations. In addition to the authority granted to the Finance Director elsewhere in this ordinance, the Finance Director may, in his or her discretion, without further action by the council, (a) authorize conversions from one Mode to another and execute agreements and certificates as necessary or desirable to effect such conversions, and (b) execute a continuing disclosure undertaking on behalf of the county when necessary to comply with the Rule.

23. Form of Multi-Modal Bonds. Multi-Modal Bonds shall be in substantially the following form:

NO. $_____

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UNITED STATES OF AMERICA

STATE OF WASHINGTON

KING COUNTY

MULTI-MODAL LIMITED TAX GENERAL OBLIGATION BOND,

[Year, Series]

MATURITY DATE: ISSUE DATE: CUSIP NO. :

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KING COUNTY, WASHINGTON (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above and to pay interest thereon, at the rate determined as provided in the Bond Ordinance (hereinafter defined) from the most recentMulti-Modal Bond Interest Payment Date to which interest has been paid or duly provided for, or from the Issue Date specified above if no interest has been paid or duly provided for, whichever is later, such payments of interest to be made on each Multi-Modal Bond Interest Payment Date until the principal or Redemption Price hereof has been paid or duly provided for as aforesaid. Capitalized terms used in this bond have the meanings given such terms Ordinance 14167, as amended by Ordinance 14463, Ordinance 14745, Ordinance 14992, Ordinance 15285, Ordinance 15604 and Ordinance _____ (collectively, the "Bond Ordinance") and Motion _____ of the County Council (together with the Bond Ordinance, the "Bond Legislation").

Both principal of and interest on this bond are payable in lawful money of the United States of America. While bonds are held on immobilized "book entry" system of registration, the principal or Redemption Price of this bond is payable to the order of the Registered Owner in same day funds received by the Registered Owner on the maturity date of this bond, and the interest on this bond is payable to the order of the Registered Owner in same day funds received by the Registered Owner on each interest payment date. When bonds are no longer

held in an immobilized "book entry" registration system, the principal or Redemption Price of this bond 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 hereon shall be paid by mailing a check or draft (on the date such interest is due) to the Registered Owner or nominee of such Owner at the address shown on the registration books maintained by the Bond Registrar (the "Bond Register") as of the 15th day of the month prior to the interest payment date; provided, however that if so requested in writing by the Registered Owner of at least $1,000,000 par value of the bonds, interest will be paid by wire transfer.

This bond is one of an authorized issue of bonds of like date and tenor, except as to number, amount, rate of interest and date of maturity, in the aggregate principal amount of $_____, and is issued to provide long-term financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, including capitalized interest and costs and expenses incurred in issuing the bonds.

The bonds of this issue are issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the County Charter and the Bond Legislation.

The bonds of this issue are subject to subject to optional redemption and optional and mandatory tender for purchase prior to maturity at prices and times as provided in the Bond Legislation.

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The County has irrevocably covenanted in the Bond Ordinance that each year it will include in its budget and levy an *ad valorem* tax within the constitutional and statutory tax limitations provided by law without a vote of the people upon all the property within the County subject to taxation in an amount that will be sufficient, together with all other revenues, taxes and money of the County legally available for such purposes, to pay the principal of and interest on the bonds as the same shall become due. The County has irrevocably pledged its full faith, credit and resources for the annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the bonds as the same shall become due.

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

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Legislation until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

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

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

KING COUNTY, WASHINGTON

By

County Executive

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ATTEST:

Clerk of the Council

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

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Bond Legislation and is of the Limited Tax General Obligation Bonds, [Year, Series], of King County, Washington, dated [_____].

WASHINGTON STATE FISCAL

AGENCY, as Bond Registrar

By

Authorized Officer

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION

NUMBER OF TRANSFEREE

[_____]

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

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

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DATED: , _____.

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

SIGNATURE GUARANTEED:

24. Reports. As long as any series of Multi-Modal Bonds bears interest in any Mode other than the Fixed Rate Mode, the county's Executive Finance Committee shall include in its written monthly report: (i) the actual interest rates borne by such series of Multi-Modal Bonds during the previous calendar month, and (ii) a comparison of the actual debt service to the budget estimate of debt service with respect to such series of Multi-Modal Bonds for the previous calendar month, and (iii) the County's prospective outlook regarding the interest rates on such series of Multi-Modal Bonds during the next three months.

SECTION 5. Ordinance 14167, Section 5, as previously amended by Ordinance 14463, Section 5, Ordinance 14745, Section 5, Ordinance 14992, Section 5, Ordinance 15285, Section 5 and Ordinance 15604, Section 5, is hereby amended to read as follows:

A. Purpose and Authorization of Notes. The county authorizes the issuance of the Notes to provide interim financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated

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Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, including capitalized interest and costs and expenses incurred in issuing the Notes. The interim financing provided by the Notes may be in the form of new money financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, or in the form of a current refunding (a "rollover") of outstanding Notes pending the issuance of Bonds and the receipt of Bond proceeds to provide long-term financing therefor, or any combination thereof.

B. Description of Notes. The Notes may be issued in one or more series so long as the aggregate principal amount of the Notes to be outstanding on the date of issuance of each series of the Notes does not to exceed the remainder of ((~~$170,000,000~~)) $210,000,000 less the aggregate principal amount of any Bonds to be outstanding on the date of issuance of such series of Notes. Each series of Notes shall be designated "King County, Washington, Limited Tax General Obligation Bond Anticipation Notes" with an applicable year and series designation established as provided in Section 8 hereof. Each series of Notes shall be dated as of such date, shall mature on the date or dates in each of the years and in the principal amounts, shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or the most recent interest payment date to which interest has been paid or duly provided for, whichever is later, at the rates and payable on such dates, and shall be subject to redemption prior to maturity in the amounts, in the manner and at the

prices, and shall be subject to such other terms and provisions, all to be established as provided in Section 18 hereof. The Notes shall be fully registered as to both principal and interest, shall be in the denomination of $5,000 each or any integral multiple thereof (but no Note shall represent more than one maturity), shall be numbered separately in such manner and with any additional designation as the Note Registrar deems necessary for purposes of identification.

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

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

1. To any successor of DTC or its nominee, if that successor shall be qualified under any applicable

laws to provide the services proposed to be provided by it;

2. To any substitute depository appointed by the county pursuant to this subsection or such substitute depository's successor; or

3. To any person as herein provided if the Notes are no longer held in immobilized form.

Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or a determination by the county that it is no longer in the best interests of beneficial owners of the Notes to continue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the county may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

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

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

D. Place, Manner and Medium of Payment. Both principal of and interest on the Notes shall be

payable in lawful money of the United States of America. For so long as outstanding Notes are registered in the name of CEDE & Co., or its registered assigns, as nominee of DTC, payments of principal of and interest on the Notes shall be made in ((~~next~~)) same day funds on the date such payment is due and payable at the place and in the manner provided in the Letter of Representations.

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

SECTION 6. Ordinance 14167, Section 7, as previously amended by Ordinance 14463, Section 6, Ordinance 14745, Section 6, Ordinance 14992, Section 6, Ordinance 15285, Section 6 and Ordinance 15604, Section 6, is hereby amended to read as follows:

The Notes shall be in substantially the following form:

NO. $_____

UNITED STATES OF AMERICA

STATE OF WASHINGTON

KING COUNTY

LIMITED TAX GENERAL OBLIGATION

BOND ANTICIPATION NOTE, [Year, Series]

INTEREST RATE: MATURITY DATE: CUSIP NO. :

REGISTERED OWNER:

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PRINCIPAL AMOUNT:

KING COUNTY, WASHINGTON (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above and to pay interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from [_____], at the Interest Rate set forth above, payable on _____.

Both principal of and interest on this Note are payable in lawful money of the United States of America. While Notes are held on immobilized "book entry" system of registration, the principal of this Note is payable to the order of the Registered Owner in same day funds received by the Registered Owner on the maturity date of this Note, and the interest on this Note is payable to the order of the Registered Owner in same day funds received by the Registered Owner on each interest payment date. When Notes are no longer held in an 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 Note 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 "Note 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 such owner at the address shown on the registration books maintained by the Note Registrar (the "Note Register") as of the 15th day of the month prior to the interest payment date; provided, however that if so requested in writing by the Registered Owner of at least $1,000,000 par value of the Notes, interest will be paid by wire transfer.

This Note is one of an authorized issue of Notes of like date and tenor, except as to number and amount, in the aggregate principal amount of $_____, and is issued to provide interim financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move

Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project, including capitalized interest and costs and expenses incurred in issuing the Notes.

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

[The Notes are subject to redemption prior to their maturity as follows: (information to come related Note Sale Motion)].

The County has irrevocably covenanted in Ordinance 14167, as amended by Ordinance 14463, Ordinance 14745, Ordinance 14992, Ordinance 15285, Ordinance 15604 and Ordinance _____ (collectively, the "Note Ordinance") that it will annually include in its budget and levy an *ad valorem* tax within the constitutional and statutory taxlimitations provided by law without a vote of the people upon all the property within the County subject to taxation in an amount that will be sufficient, together with bond proceeds and all other revenue, taxes and money of the County legally available for such purposes, to pay the principal of and interest on the ((~~Bonds~~)) Notes as the same shall become due. The County has irrevocably pledged its full faith, credit and resources for the annual levy and collection of such taxes and the prompt payment of the principal of and interest on the ((~~Bonds~~)) Notes as the same shall become due.

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

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or

benefit under the Note Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

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

IN WITNESS WHEREOF, the County has caused this Note to be executed by the manual or facsimile signatures of the County Executive and the Clerk of the County Council, and the seal of the County to be impressed or imprinted hereon, as of this [_____] day of [_____].

KING COUNTY, WASHINGTON

By

County Executive

ATTEST:

Clerk of the Council

The Note Registrar's Certificate of Authentication on the Notes shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Note Ordinance and is of the Limited Tax General Obligation Bond Anticipation Notes, [Year, Series], of King County, Washington, dated [_____].

WASHINGTON STATE FISCAL

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AGENCY, as Note Registrar

By

Authorized Officer

ASSIGNMENT

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

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION

NUMBER OF TRANSFEREE

[ ]

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

the within Note and does hereby irrevocably constitute and appoint

, or its successor, as Note Registrar to transfer said Note on the books kept for registration thereof with full power of substitution in the premises.

DATED: , _____.

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

SIGNATURE GUARANTEED:

SECTION 7. Ordinance 14167, Section 12, as previously amended by Ordinance 14463, Section 7,

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Ordinance 14745, Section 7, Ordinance 14992, Section 7, Ordinance 15285, Section 7 and Ordinance 15604, Section 7, is hereby amended to read as follows: The county hereby creates the "Building Construction Improvement Fund," and within such fund the "Building Construction Improvement Project Subfund," the "Building Construction Improvement 2001 BAN Subfund" and the "Building Construction Improvement 2001 BAN Excess Earnings Subfund." This fund and each of these subfunds shall be first tier funds managed by the director of the department of construction and facilities management. The exact amount of proceeds from the sale of any series of Bonds or Notes to be deposited into the Building Construction Improvement 2001 BAN Subfund to provide new money financing for the Courthouse Seismic Project, the Courthouse Earthquake Repairs, the North Rehabilitation Facility Project, the Integrated Security and Jail Health Remodel Project, the Courthouse Lobby Project, the Jail ITR Remodel Project, the Orcas Building Acquisition and Tenant Improvement Project, the PAO 4th Floor Courthouse Move Project, the Pedestrian Tunnel Project, the Sky Bridge Feasibility Study Project, the NCOB Equipping Project, the Administration Building Replacement Project, the Chinook Building Technology Infrastructure Project, the Courthouse South Entry Analysis Project, the Elections Consolidated Facility Project, the Passage Point Project, the Issaquah Courthouse Acquisition Project, the NCOB LEED Certification Project and the Work Source Relocation Project and the Kent Pullen Regional Communications and Emergency Coordination Center Project shall be determined by the Finance Manager upon the sale of such series of Bonds or Notes.

SECTION 8. Ordinance 14167, Section 18, as previously amended by Ordinance 14745, Section 10, Ordinance 14992, Section 8, Ordinance 15285, Section 8 and Ordinance 15604, Section 8, is hereby amended to read as follows:

The county hereby authorizes the public sale of the Notes by competitive bid. The Notes shall be sold in one or more series, at the option of the Finance Manager. Bids for the purchase of each series of the Notes shall be received at such time and place and by such means as the Finance Manager shall direct.

Upon the date and time established for the receipt of bids for each series of the Notes, the Finance

Manager or his designee shall open the bids for such Notes, shall cause the bids to be mathematically verified and shall report to the county council regarding the bids received. Such bids shall then be considered and acted upon by the county council in an open public meeting. The county council reserves the right to reject any and all bids for any series of the Notes. Bids for each series of the Notes must be on an all or none basis or on a maturity by maturity basis as specified within the Official Notice of Note Sale therefor. The county council shall, by Note Sale Motion, ratify and confirm the year and series designation, date, principal amounts and maturity dates, interest rates and interest payment dates, redemption provisions and delivery for such series of the Notes, and accept the bid for the purchase of such series of the Notes.

The Finance Manager is hereby authorized and directed to prepare an Official Notice of Note Sale for each series of the Notes, which notice shall be filed with the clerk of the council and shall be ratified and confirmed by the Note Sale Motion therefor. The Finance Manager is hereby authorized to establish the year and series designation, date, principal amounts and maturity dates, interest payment dates, redemption provisions and delivery date for such series of the Notes in such Official Notice of Note Sale so long as the aggregate principal amount of the Notes to be outstanding on the date of issuance of such series of Notes does not exceed the remainder of ((~~$170,000,000~~)) $210,000,000 less the aggregate principal amount of any Bonds to be outstanding on the date of issuance of such series of Notes. The Official Notice of Note Sale or an abridged form thereof shall be published once prior to such sale date in The Bond Buyer and may be

published in such other papers or financial journals as may be deemed desirable or appropriate by the financial advisors to the county.