

PORT OF EVERETT, WASHINGTON

LIMITED TAX GENERAL OBLIGATION NOTES,  
2017B-1 (TAX-EXEMPT)  
2017B-2 (AMT)  
2017C (TAXABLE)

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RESOLUTION NO. 1156 (2020)

A RESOLUTION OF THE PORT COMMISSION OF THE PORT OF EVERETT, WASHINGTON, AMENDING RESOLUTION NO. 1080, AS AMENDED, TO EXTEND THE MATURITY OF THE PORT'S LIMITED TAX GENERAL OBLIGATION NOTE, 2017B-1 (TAX-EXEMPT), 2017B-2 (AMT) AND LIMITED TAX GENERAL OBLIGATION NOTE, 2017C (TAXABLE).

ADOPTED ON OCTOBER 13, 2020

PREPARED BY:

K&L GATES LLP  
Seattle, Washington

PORT OF EVERETT, WASHINGTON

RESOLUTION NO. 1156 (2020)

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\* This Table of Contents and the cover page are provided for convenience only and are not a part of this resolution.

RESOLUTION NO. 1156 (2020)

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WHEREAS, the Port Commission (the "Commission") of the Port of Everett, Washington (the "Port") established revolving lines of credit in 2017 with U.S. Bank National Association (the "Lender"), pursuant to Resolution No. 1080, adopted on September 19, 2017 (the "Original Resolution"), in an aggregate principal amount of not to exceed \$10,000,000 (the "Notes"); and

WHEREAS, Resolution No. 1080 was amended to extend the maturity of the Notes by Resolution No. 1106, adopted by the Port Commission on October 23, 2018; and

WHEREAS, Resolution No. 1080 was further amended to increase the revolving lines of credit evidenced by the Notes for a period of time by Resolution No. 1121, adopted on February 14, 2019; and

WHEREAS, Resolution No. 1080 was further amended to extend the maturity of the Notes by Resolution No. 1132, adopted by the Port Commission on October 8, 2019; and

WHEREAS, Resolution No. 1121 provided that the aggregate principal amount of the Notes could be reduced by mutual agreement between the Port and the Lender, and on April 3, 2020, the Port reissued and delivered amended Notes to the Lender in the aggregate principal amount of not to exceed \$10,000,000; and

WHEREAS, the Commission wishes to extend the maturity date of the Notes in the aggregate principal amount of not to exceed \$10,000,000 for an additional year; and

WHEREAS, the Bank has agreed to the extension under the terms set forth in the revised forms of the 2017B-1 Note, the 2017B-2 Note, and the 2017C Note set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF EVERETT, WASHINGTON, as follows:

Section 1.     Amendment to Resolution No. 1080. The forms of the 2017B Note and the 2017C Note, as set forth in Section 8 of the Original Resolution, as amended, is hereby amended and replaced with the forms of the 2017B-1 Note, the 2017B-2 Note, and the 2017C Note attached hereto as Exhibit A. The revised forms of the 2017B-1 Note, the 2017B-2 Note, and the 2017C Note reflect the agreement of the Bank to extend the Maturity of the 2017B-1 Note, the 2017B-2 Note and the 2017C Note, respectively, to October 27, 2021 and in the aggregate principal amount not to exceed \$10,000,000.

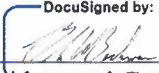
Section 2.     Ratification of Resolution No. 1080. As amended by this amendatory resolution, Resolution No. 1080, as amended by Resolution No. 1106, by Resolution No. 1121, by Resolution No. 1132, and as further amended by this amendatory resolution is hereby ratified, approved and confirmed.

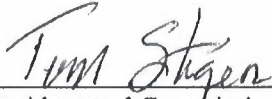
Section 3.     Authorization of Port Officials. The Designated Port Representative (as defined in the Original Resolution) is authorized to deliver a new 2017B-1 Note, a new 2017B-2 Note, and a new 2017C Note to the Bank reflecting the extended maturities.

Section 4.     Effective Date. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Port Commission of the Port of Everett at a meeting thereof, held this 13th day of October, 2020, and duly authenticated in open session by the signatures of the commissioners voting in favor thereof.

PORT OF EVERETT, WASHINGTON

By  DocuSigned by:  
President and Commissioner

By   
Vice President and Commissioner

By  DocuSigned by:  
Secretary and Commissioner

**EXHIBIT A**

**[ATTACH FORMS OF THE NOTES]**

**THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS PROVIDED HEREIN**

**UNITED STATES OF AMERICA**

**No. N-1**

**Not to exceed  
\$10,000,000 (or as much  
thereof as described on  
the attached Loan Draw  
and Payment Record)**

**STATE OF WASHINGTON  
PORT OF EVERETT  
LIMITED TAX GENERAL OBLIGATION NOTE,  
2017B-1 (TAX-EXEMPT)**

ORIGINAL ISSUE DATE:	October 27, 2017
REISSUE DATE:	October 27, 2020
INTEREST RATE:	LIBOR Index Rate, as stated below
MATURITY DATE:	October 27, 2021, unless such maturity is extended pursuant to the terms of this note
REGISTERED OWNER:	U.S. Bank National Association, including its successors and assigns
TAX IDENTIFICATION NUMBER:	31-0841368
AMENDED PRINCIPAL AMOUNT:	NOT TO EXCEED TEN MILLION DOLLARS (or as much thereof as described on the Loan Draw and Payment Record)

The Port of Everett, Washington (the "Port"), a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "State"), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns (each, an "Owner"), on the Maturity Date specified above, unless prepaid prior thereto, an aggregate principal amount not to exceed \$10,000,000, subject to the further limitation noted above the Loan Draw and Payment Record (the "Stated Principal Amount") or the Principal Amount (as defined herein), whichever is less, together with interest thereon at the rates determined as set forth in this note from the Issue Date specified above, on the first Business Day of each calendar month (each, an "Interest Payment Date") until the principal hereof is paid or duly provided for upon prepayment or maturity; provided, however, that interest on this note shall be calculated on the sum of the Draws made by the Owner as described in the Note Resolution (hereinafter defined) and as reflected in the "Loan Draw and Payment Record" attached hereto (the "Principal Amount"). Payment of the principal of and interest on this note shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Port has agreed that all amounts payable to the Owner with respect to this note shall be made to the Owner (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States of America as may be designated by the Owner in writing to the Port. In any case where the date of maturity of the principal or interest on this note or the date fixed for prepayment of this note shall not be a Business Day, then payment of such principal, or interest need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and, in the case of such payment, no interest shall accrue for the period from and after such date.

In addition to words and terms defined elsewhere in this note and the Note Resolution, the words and terms used in this note shall have the meanings given them in Exhibit A hereto.

This note shall bear interest from the Issue Date, until paid, at the LIBOR Index Rate (shall be calculated for actual days elapsed on the basis of a 360-day year)), and interest on this note shall be calculated on the Principal Amount. The Unutilized Fee shall be calculated on a prorated basis in arrears for each calendar quarter (shall be calculated for actual days elapsed on the basis of a 360-day year) and shall be payable on the first Business Day of each January, April, July and October.

The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date, and such rate shall become effective on the LIBOR Index Reset Date immediately succeeding such Computation Date and interest shall accrue each day commencing on and including the Issue Date to but excluding the Maturity Date. If the LIBOR Index Rate is not determined by the Calculation Agent on the Computation Date, this note shall continue to bear interest at the LIBOR Index Rate in effect on the immediately preceding LIBOR Index Reset Date until the Calculation Agent next determines the LIBOR Index Rate as required hereunder. Promptly following the determination of the LIBOR Index Rate, the Calculation Agent shall give notice thereof to the Port and the Owner.

The determination of the interest rate on this note, and its calculation of the amount of interest due for any period, by the Calculation Agent shall be conclusive and binding upon the Port and the Owner absent manifest error.

In determining the interest rate or rates that this note shall bear as provided herein, the Calculation Agent shall not have any liability to the Port or any Owner except for its gross negligence or willful misconduct.

Notwithstanding anything to the contrary herein, (i) from and after any Taxable Date, the interest rate on this note shall be established at a rate equal to the Taxable Rate, and (ii) subject to the interest rate limitations of this note, upon the occurrence and continuation of any event of default by the Port under this note or the Note Resolution, from and after the effective date of any such event of default, the interest rate on this note shall be established at a rate equal to the Default Rate. In the event that a Taxable Date and any such event of default have occurred, the interest rate on this note shall be established at a rate equal to the greatest of (A) the Default Rate, if any such event of default has occurred, (B) the Taxable Rate, if a Taxable Date has occurred, and (C) the interest rate that otherwise would be applicable to this note but for the provisions of this paragraph.

Notwithstanding anything in this note or the Note Resolution to the contrary, if the rate of interest on this note exceeds the Maximum Lawful Rate, then (i) this note shall bear interest at the Maximum Lawful Rate and (ii) interest calculated at the rate equal to the difference between (A) the rate of interest for this note as calculated pursuant to this note and (B) the Maximum Lawful Rate (the "Excess Interest") shall be deferred until such date as this note bears interest at an interest rate below the Maximum Lawful Rate, as calculated pursuant this note, at which time Excess Interest shall be payable with respect to this note in amounts that, when combined with the then-current interest due on this note, do not exceed payment at the Maximum Lawful Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the earlier to occur of the date on which this note is paid in full.

The Port agrees to pay, or cause to be paid, to the Owner, upon demand, interest on any and all amounts due and owing by the Port under this note, from and after the earlier of (a) the date amounts owed hereunder are due and not paid and (b) the occurrence and continuance of an event of default by the Port under this note or the Note Resolution, but only for so long as such amounts due remain unpaid or such event of default continues, at the Default Rate. The obligations of the Port under this Section shall survive the payment in full of this note.

In the event a Taxable Date occurs, the Port hereby agrees to pay to the Owner on demand therefor (i) an amount equal to the difference between (A) the amount of interest paid to the Owner on this note during the period in which interest on this Note is includable in the gross income of the Owner beginning on the Taxable Date (the "Taxable Period") and (B) the amount of interest that would have been paid to the Owner during such Taxable Period had this note borne the Taxable Rate, and (ii) an amount equal to any interest, penalties or charges owed by the Owner as a result of interest on this note becoming includable in the gross income of the Owner, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by the Owner in connection therewith.

This note evidences the Port's obligations under a revolving line of credit from the Registered Owner to the Port. Each Draw shall be made only upon the receipt by the Registered Owner of a requisition and certificate, substantially in the form of Exhibit B (each, a "Requisition") signed by a Designated Port Representative and



approved by the Registered Owner, shall be in the minimum principal amount of \$500,000 and no more often than twice each calendar month, and otherwise meeting the requirements and conditions of the Note Resolution. Requisitions shall be filed prior to 10:00 a.m. Pacific time by facsimile or other method acceptable to the Registered Owner two days prior to the date on which the Port requests that the Draw be disbursed to the Port. Draws shall be recorded on the Loan Draw and Payment Record attached to this note, or in such other form as the Port and the Registered Owner may agree.

Both principal of and interest on this note are payable in lawful money of the United States of America. Upon the final payment of principal and interest of this note, the Registered Owner shall present and surrender this note to the Treasurer of the Port as "Registrar".

This note is issued pursuant to Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018, as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 (collectively, the "Note Resolution"), for the purpose of providing part of the funds necessary to (i) repay the 2017 Note, (ii) pay or reimburse the Port for all or a portion of the costs of the Projects, including the acquisition of real property, and (iii) pay all or a portion of the costs incidental to the foregoing and to the issuance of this note. Capitalized terms appearing on this note and not otherwise defined herein have the meanings given those terms in the Note Resolution.

The Registered Owner hereby notifies the Port that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Port, which information includes the name and address of the Port and other information that will allow the Registered Owner to identify the Port in accordance with the Patriot Act. The Port hereby agrees that it shall promptly provide such information upon request by the Registered Owner.

The Port represents that it is not in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Patriot Act. The Port also represents that it is not any of the following: (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person with which the Owner is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (e) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The Port does not (a) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in the immediately preceding sentence, (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The Port irrevocably and unconditionally covenants to the holder of this note that it will keep and perform all of the covenants of this note and the Note Resolution. If there is any inconsistency between the terms of this note and the Note Resolution, the terms of this note shall control.

The Port irrevocably and unconditionally covenants to the holder of this note that it will keep and perform all of the covenants of this note and the Note Resolution. If there is any inconsistency between the terms of this note and the Note Resolution, the terms of this note shall control. In addition to the other covenants set forth herein, the Port hereby covenants to provide the Owner with reasonable access to applicable records and further assurances as necessary in connection with this note. The Port hereby further covenants that it shall comply with all applicable laws, maintain its current existence, and maintain assets and insurance as necessary to continue its current operations.

The Port has reserved the right and option to prepay this note, in whole or in part, on any Business Day prior to the Maturity Date, with at least fifteen (15) days' prior written notice to U.S. Bank, without premium or

penalty, including interest accrued to the date of prepayment; provided, however, that if prepayment is made on a date other than an Interest Payment Date, LIBOR breakage fees may be charged by the Registered Owner.

The Port agrees that if because of any new law or regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive, or because of any change in any existing law, regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon U.S. Bank, including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented, which comes into effect after the Issue Date: (i) U.S. Bank should, with respect to this note, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever (other than federal or state taxes of general application based on gross receipts or net income), or (ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on U.S. Bank with respect to this note or any transactions hereunder or thereunder and if any of the above-mentioned measures, should result in (A) any increase in the cost to U.S. Bank of owning this note, or (B) any reduction in the amount of principal, interest or any fee receivable by U.S. Bank in respect of this note or (C) any reduction in the yield or rate of return of U.S. Bank on this note, to a level below that which U.S. Bank could have achieved but for the adoption or modification of any such requirements, then the Port agrees to pay to U.S. Bank such increased cost or reduction in yield or rate of return. In determining any such amounts, U.S. Bank will act reasonably and in good faith, using averaging and attribution methods which are reasonable, and will notify the Port within a reasonable period after it becomes aware of any such change. Such amount shall be due and payable by the Port to U.S. Bank on the thirtieth (30th) day after demand. A certificate by U.S. Bank as to the amount due and payable under this paragraph from time to time and a reasonably detailed description of the method of calculating such amount shall be conclusive absent manifest error and shall be provided to the Port with the notice described above. In determining any such amount, U.S. Bank may use any reasonable averaging and attribution methods.

At any time not fewer than sixty (60) days prior to the Maturity Date, the Port may submit a written request to the Registered Owner for an extension of the Maturity Date. The Registered Owner agrees to notify the Port by no later than fifteen (15) days after receipt of such request of its willingness (or not), in its sole and absolute discretion, to agree to such extension. If the Registered Owner does not so notify the Port by such time, the Registered Owner shall be deemed to have declined such request.

The Port shall provide the Registered Owner with the following: (a) its audited annual financial statements promptly (not later than 270 days following the end of each calendar year), and (b) no later than 30 days after the beginning of each fiscal year of the Port, the annual budget of the Port for such fiscal year; provided, however, that to the extent such information has been posted on the Electronic Municipal Market Access website established by the Municipal Securities Rulemaking Board, the requirements under this paragraph shall be deemed satisfied.

The Port agrees that it shall maintain a general obligation rating of at least Baa1/BBB+ or its equivalent and the failure to maintain at least the minimum credit rating shall constitute an event of default under this note. In addition, the following events shall also constitute an event of default under this note: (i) failure to pay interest or principal hereunder, (ii) the Port shall become insolvent or file for bankruptcy under Title 11 of the United States Code or any substitute or successor statute, (iii) declaration of a moratorium by the Port or any governmental authority of competent jurisdiction with respect to any debt of the Port; (iv) material inaccuracy of any representation and warranty under this note or under any other document in connection with this note; (v) failure to comply with covenants under this note or the Note Resolution; invalidity or contest of Port's obligations under the Note Resolution or this note or any other document related to this note; (vi) default in payment of any judgment in the amount greater than \$5,000,000; or (vii) the rating assigned to any of the Port's general obligation debt is withdrawn or suspended for credit-related reasons.

This note is a general obligation of the Port. The Port hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the Port within the levy limits permitted to the Port without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on this note as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The

pledge of tax levies may be discharged prior to maturity of this note by making provision for the payment thereof on the terms and conditions set forth in the Note Resolution.

The obligations of the Port under this note are not subject to any limitation as to maximum rate of interest.

The Owner may at any time sell or otherwise transfer to one or more transferees all or a portion of this note to a Person that is (i) an Affiliate of the Owner or (ii) a trust or other custodial arrangement established by the Owner or an Affiliate of the Owner, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a "Bank Transferee"). From and after the date of such sale or transfer, U.S. Bank National Association (and its successors) shall continue to have all of the rights of the preferred Owner hereunder as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this paragraph shall in any way affect the obligations of the Owner hereunder, (B) the Port shall be required to deal only with the Owner with respect to any matters under this note and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this paragraph, only the Owner shall be entitled to enforce the provisions of this note against the Port.

Without limitation of the foregoing paragraph, the Owner may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a Qualified Institutional Buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this paragraph of not less than \$5,000,000,000 (each a "Non-Bank Transferee") all or a portion of this note if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Port by such selling Owner and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the Port and the selling Owner, a letter in substantially the form attached as Exhibit C to this note (the "Letter").

From and after the date the Port and the selling Owner have received written notice and an executed Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of an Owner hereunder, and this note shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Owner hereunder shall thereafter refer to such transferring Owner and to the Non-Bank Transferee to the extent of their respective interests, and (B) the transferring Owner shall relinquish its rights and be released from its obligations hereunder.

This note is being issued as a single instrument in fully registered and physical form, will be delivered to the Registered Owner on the Issue Date and shall not have any rating assigned to it by any nationally recognized securities rating agency.

This note is not a "private activity bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). This note is not a "qualified tax exempt obligation" eligible for investment by financial institutions within the meaning of Section 265(b) of the Code.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly adopted by the Port Commission including the Note Resolution. This note is enforceable as a contract, and the Port is subject to civil and commercial suit in respect of its obligations under this note.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington 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 does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the Port may incur.

To the fullest extent permitted by law, the Port hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with this note or the Note Resolution.

IN WITNESS WHEREOF, the Port of Everett, Washington has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of its Port Commission and the seal of the Port to be impressed or otherwise reproduced hereon, originally dated October 27, 2017, and reissued as of this 27th day of October, 2020.



PORT OF EVERETT, WASHINGTON

By   
President, Port Commission

ATTEST:

  
Secretary, Port Commission

#### CERTIFICATE OF AUTHENTICATION

Date of Authentication: October 27, 2020

This is the Limited Tax General Obligation Note, 2017B-1 (Tax-Exempt), of the Port of Everett, Washington, dated October 27, 2017, and authenticated on October 27, 2020, described in the within-mentioned Note Resolution.

TREASURER OF THE PORT OF EVERETT,  
as Registrar

By \_\_\_\_\_  
Treasurer

## LOAN DRAW AND PAYMENT RECORD

Upon the making of any Draw described in this note, the Registered Owner of this note shall make the appropriate notation on the table below. Simultaneously herewith, the Port is issuing its Limited Tax General Obligation Note, 2017B-2 (the “2017B-2 Note”) and its Limited Tax General Obligation Note, 2017C (Taxable) (the “2017C Note”). The aggregate principal amount of Draws under this note, together with the outstanding principal balance of the 2017B-2 Note and the 2017C Note, may not exceed \$10,000,000.

[illegible]

## EXHIBIT A

### DEFINITIONS

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person.

“*Applicable Factor*” means eighty percent (80%) until October 27, 2020 and thereafter eighty-five percent (85%).

“*Applicable Spread*” means forty basis points (0.40%) until October 27, 2020 and thereafter sixty basis points (0.60%). In the event of a change in the credit rating assigned by Moody’s or S&P to the general obligation credit rating of the Port, the Applicable Spread will be increased upon each downgrade of any general obligation credit rating below its current ratings of Aa2/AA by the additional basis points reflected below:

Credit Rating (Moody’s/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

“*Approving Opinion*” means, with respect to any action relating to this note, the occurrence of which requires an Opinion of Counsel, an Opinion of Counsel delivered by Bond Counsel to the effect that such action (a) is permitted by this note and the Note Resolution and (b) will not adversely affect the exclusion of interest on this note from gross income of the Owner for purposes of federal income taxation.

“*Bond Counsel*” means K&L Gates LLP or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of taxable and tax-exempt bonds.

“*Business Day*” means any day on which (a) the offices of the Calculation Agent are open for business, (b) the Federal Reserve System is in operation, (c) the New York Stock Exchange is not closed and (d) banks in the State and in the State of New York are open for business.

“*Calculation Agent*” means U.S. Bank, and if U.S. Bank shall decline to act as Calculation Agent, means any other Person appointed by the Port, with the consent of the Owner in its sole discretion, to serve as calculation agent for this note.

“*Change in Law*” means the occurrence, after the Issue Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.



*"Computation Date"* means the Issue Date and thereafter the second London Business Day preceding each LIBOR Index Reset Date. From and after October 27, 2020, the Computation Date shall occur on the second New York Banking Day preceding each LIBOR Index Reset Date.

*"Default Rate"* means, for any date of determination, a fluctuating rate of interest per annum equal to the Prime Rate plus 5.00%.

*"Determination of Taxability"* means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Note Interest is Taxable, or (b) the delivery any Owner of an Opinion of Counsel, delivered by Bond Counsel, to the effect that Note Interest is Taxable. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

- (i) the date when the Port files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Note Interest is Taxable;
- (ii) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of this note which has the effect that Note Interest is Taxable; or
- (iii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an Approving Opinion.

*"Excluded Taxes"* means, with respect to the Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Owner is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Port is located.

*"Governmental Authority"* means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

*"Law"* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

*"LIBOR Index"* means, for any date of determination, means the greater of (a) zero percent (0.0%) and (b) the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Principal Amount, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor thereto), determined as of approximately 11:00 a.m., London time, on each Computation Date for effect on the immediately succeeding LIBOR Index Reset Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, or if such rate is not available, another rate determined by the Calculation Agent of which the Port has received written notice. If the Calculation Agent has determined that (a) the rate index described above ("LIBOR") is no longer available, either because (i) LIBOR is not being quoted or published, (ii) any relevant agency or authority has announced that LIBOR will no longer be published or is no longer representative, or (iii) any similar circumstance exists such that LIBOR has become unavailable or ceased to exist, or (b) similar loans are being documented with a replacement rate to LIBOR, Bank may, in its discretion, replace LIBOR with a replacement rate (which may include a successor index and a spread adjustment), taking into consideration any selection or recommendation of a replacement rate by any relevant agency or authority and evolving or prevailing market conventions. In connection with the selection and implementation of any such replacement rate, Bank may make any technical, administrative

or operational changes that Bank decides may be appropriate to reflect the adoption and implementation of such replacement rate. Bank does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, LIBOR or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, LIBOR.

*"LIBOR Index Rate"* means a per annum rate of interest established on each Computation Date equal to the product of the sum of (a) the sum of (i) the Applicable Spread plus (ii) the product of (1) the LIBOR Index multiplied by (2) the Applicable Factor multiplied by (b) the Margin Rate Factor. The LIBOR Index Rate shall be rounded to the nearest one-sixteenth percent.

*"LIBOR Index Reset Date"* means the first day of each month.

*"London Business Day"* means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

*"Margin Rate Factor"* means the greater of (a) 1.0, and (b) the product of (i) one minus the Maximum Federal Corporate Tax Rate multiplied by (ii) 1.26582. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

*"Maximum Federal Corporate Tax Rate"* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to the Owner, the maximum statutory rate of federal income taxation which could apply to the Owner.

*"New York Banking Day"* means each day on which banks are open for business in New York City.

*"Note Interest is Taxable"* means that interest paid or to be paid on this note is or will be includable for federal income tax purposes in the gross income of the Owner thereof, but excluding the inclusion of interest on this note as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Owner.

*"Opinion of Counsel"* means any opinion of Counsel delivered pursuant to this note. Each such opinion shall be addressed to the Port and the Owner.

*"Patriot Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

*"Person"* means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

*"Prime Rate"* means the rate announced as from time to time by the U.S. Bank as its prime rate, with the prime rate changing on the date of each change in said prime rate is announced by U.S. Bank. The Prime Rate is not necessarily the lowest rate charged by U.S. Bank on its loans and is set by U.S. Bank in its sole discretion. If the Prime Rate is determined to be less than zero, the Prime Rate shall be deemed to be zero for purposes of this note.

*"Qualified Institutional Buyer"* shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

*"Risk-Based Capital Guidelines"* means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

*"Taxable Date"* means the date on which interest on this note is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.



“*Taxable Rate*” means, for any date of determination, the rate of interest per annum equal to the product of (i) the interest rate on this note then in effect multiplied and (ii) the Taxable Rate Factor.

“*Taxable Rate Factor*” means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*Taxes*” means, with respect to any Person, all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority on such Person, including any interest, fines, additions to tax or penalties applicable thereto.

“*Unutilized Fee*” means 0.20% (twenty basis points) until October 27, 2020 and thereafter 0.30% (thirty basis points) multiplied by the difference between (a) \$10,000,000 and (b) the aggregate outstanding principal balance of the 2017B-1 Note, the 2017B-2 Note and the 2017C Note. In the event of a change in the credit rating assigned by Moody’s or S&P to the general obligation credit rating of the Port, the Unutilized Fee will be increased upon each downgrade of any general obligation credit rating below its current ratings of AA/Aa2 by the additional basis points reflected below:

Credit Rating (Moody’s/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

In addition, if the rating assigned to any of the Port’s general obligation debt is withdrawn or suspended for credit-related reasons, or downgraded below Baa1/BBB+ by Moody’s or S&P, or its respective equivalent, the Unutilized Fee will increase by an additional 100 basis points.

“*U.S. Bank*” means U.S. Bank National Association, and its successors and assigns.

“*2017B-1 Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B -1 (Tax-Exempt).

“*2017B-2 Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B-2 (Private Activity - AMT).

“*2017C Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017C (Taxable).

**EXHIBIT B**  
**FORM OF REQUISITION**

\$ \_\_\_\_\_

Requisition No. \_\_\_\_\_

**REQUISITION AND CERTIFICATE**

[DATE]

U.S. Bank National Association  
[ADDRESS]

Ladies and Gentlemen:

On behalf of the Port of Everett, Washington (the "Port"), I hereby requisition from the funds representing the proceeds of the Port of Everett Limited Tax General Obligation Note, 2017B-1 (Tax-Exempt) (the "Note"), originally dated October 27, 2017, and reissued on October 27, 2020, which funds have been or are to be deposited in the Port's General Fund or a separate account therein, as described in Section 7 of Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018, as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 (the "Note Resolution"), the sum of \$ \_\_\_\_\_.

I hereby certify that the Port shall use such sum to pay or reimburse costs of the Projects or to pay any expenses incidental thereto (including but not limited to the costs of issuance of the Note, engineering, financing, legal or any other incidental costs).

Capitalized terms used in this requisition and certificate and not defined herein shall have the meanings assigned thereto in the Note Resolution.

\_\_\_\_\_  
Authorized Port Representative

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

U. S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF LENDER'S LETTER**

[Date of Closing]

[ADDRESSEES]

[U.S. BANK WILL SIGN A LETTER AS FOLLOWS:]

**PORT OF EVERETT  
LIMITED TAX GENERAL OBLIGATION NOTE, 2017B-1 (TAX-EXEMPT)**

Ladies and Gentlemen:

[NAME OF LENDER] ("Lender") has agreed to purchase the above-referenced note (the "Note"), which was issued in the original aggregate principal amount of not to exceed \$10,000,000 by the Port of Everett (the "Port") bearing the LIBOR Index Rate as set forth in the Note dated as of October 27, 2017 and reissued on October 27, 2020 in the aggregate principal amount of not to exceed \$10,000,000. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Note. The undersigned, an authorized representative of the Lender, hereby represents to you that:

1. The Lender has sufficient knowledge and experience in financial and business matters, including making loans to municipalities like the Port and other tax-exempt obligations, to be able to evaluate the risks and merits of making the loan represented by the Note.
2. The Lender has authority to make loans, as evidenced by the Note, and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.
4. The Lender is (a) an affiliate of an Owner of the Note, (b) a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Lender has made its own inquiry and analysis with respect to the Port, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
6. The Lender acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Port, to which a reasonable lender would attach significance in making lending decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Port, the Note and the security therefor, so that as a reasonable lender, it has been able to make its decision to make the loan, as evidenced by the Note.

7. The Lender understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Note is being acquired by the Lender for its own loan account and not with a present view toward resale or distribution; provided, however, that the Lender reserves the right to sell, transfer, participate or redistribute the Note, as set forth in the Note, but agrees that any such sale, transfer, participation or distribution by the Lender shall be to a Person:

- (a) that is an affiliate of an Owner of the Note;
- (b) that is a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or
- (c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes a letter substantially in the form of this letter.

[LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

503652132 v1

**THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS PROVIDED HEREIN**

**UNITED STATES OF AMERICA**

**No. N-1**

**Not to exceed  
\$10,000,000 (or as much  
thereof as described on  
the attached Loan Draw  
and Payment Record)**

**STATE OF WASHINGTON**

**PORT OF EVERETT**

**LIMITED TAX GENERAL OBLIGATION NOTE,  
2017B-2 (PRIVATE ACTIVITY - AMT)**

ORIGINAL ISSUE DATE:	October 27, 2017
REISSUE DATE:	October 27, 2020
INTEREST RATE:	LIBOR Index Rate, as stated below
MATURITY DATE:	October 27, 2021, unless such maturity is extended pursuant to the terms of this note
REGISTERED OWNER:	U.S. Bank National Association, including its successors and assigns
TAX IDENTIFICATION NUMBER:	31-0841368
AMENDED PRINCIPAL AMOUNT:	NOT TO EXCEED TEN MILLION DOLLARS (or as much thereof as described on the Loan Draw and Payment Record)

The Port of Everett, Washington (the "Port"), a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "State"), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns (each, an "Owner"), on the Maturity Date specified above, unless prepaid prior thereto, an aggregate principal amount not to exceed \$10,000,000, subject to the further limitation noted above the Loan Draw and Payment Record (the "Stated Principal Amount") or the Principal Amount (as defined herein), whichever is less, together with interest thereon at the rates determined as set forth in this note from the Issue Date specified above, on the first Business Day of each calendar month (each, an "Interest Payment Date") until the principal hereof is paid or duly provided for upon prepayment or maturity; provided, however, that interest on this note shall be calculated on the sum of the Draws made by the Owner as described in the Note Resolution (hereinafter defined) and as reflected in the "Loan Draw and Payment Record" attached hereto (the "Principal Amount"). Payment of the principal of and interest on this note shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Port has agreed that all amounts payable to the Owner with respect to this note shall be made to the Owner (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States of America as may be designated by the Owner in writing to the Port. In any case where the date of maturity of the principal or interest on this note or the date fixed for prepayment of this note shall not be a Business Day, then payment of such principal, or interest need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or

the date fixed for prepayment, and, in the case of such payment, no interest shall accrue for the period from and after such date.

In addition to words and terms defined elsewhere in this note and the Note Resolution, the words and terms used in this note shall have the meanings given them in Exhibit A hereto.

This note shall bear interest from the Issue Date, until paid, at the LIBOR Index Rate (shall be calculated for actual days elapsed on the basis of a 360-day year)), and interest on this note shall be calculated on the Principal Amount. The Unutilized Fee shall be calculated on a prorated basis in arrears for each calendar quarter (shall be calculated for actual days elapsed on the basis of a 360-day year) and shall be payable on the first Business Day of each January, April, July and October.

The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date, and such rate shall become effective on the LIBOR Index Reset Date immediately succeeding such Computation Date and interest shall accrue each day commencing on and including the Issue Date to but excluding the Maturity Date. If the LIBOR Index Rate is not determined by the Calculation Agent on the Computation Date, this note shall continue to bear interest at the LIBOR Index Rate in effect on the immediately preceding LIBOR Index Reset Date until the Calculation Agent next determines the LIBOR Index Rate as required hereunder. Promptly following the determination of the LIBOR Index Rate, the Calculation Agent shall give notice thereof to the Port and the Owner.

The determination of the interest rate on this note, and its calculation of the amount of interest due for any period, by the Calculation Agent shall be conclusive and binding upon the Port and the Owner absent manifest error.

In determining the interest rate or rates that this note shall bear as provided herein, the Calculation Agent shall not have any liability to the Port or any Owner except for its gross negligence or willful misconduct.

Notwithstanding anything to the contrary herein, (i) from and after any Taxable Date, the interest rate on this note shall be established at a rate equal to the Taxable Rate, and (ii) subject to the interest rate limitations of this note, upon the occurrence and continuation of any event of default by the Port under this note or the Note Resolution, from and after the effective date of any such event of default, the interest rate on this note shall be established at a rate equal to the Default Rate. In the event that a Taxable Date and any such event of default have occurred, the interest rate on this note shall be established at a rate equal to the greatest of (A) the Default Rate, if any such event of default has occurred, (B) the Taxable Rate, if a Taxable Date has occurred, and (C) the interest rate that otherwise would be applicable to this note but for the provisions of this paragraph.

Notwithstanding anything in this note or the Note Resolution to the contrary, if the rate of interest on this note exceeds the Maximum Lawful Rate, then (i) this note shall bear interest at the Maximum Lawful Rate and (ii) interest calculated at the rate equal to the difference between (A) the rate of interest for this note as calculated pursuant to this note and (B) the Maximum Lawful Rate (the "Excess Interest") shall be deferred until such date as this note bears interest at an interest rate below the Maximum Lawful Rate, as calculated pursuant this note, at which time Excess Interest shall be payable with respect to this note in amounts that, when combined with the then-current interest due on this note, do not exceed payment at the Maximum Lawful Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the earlier to occur of the date on which this note is paid in full.

The Port agrees to pay, or cause to be paid, to the Owner, upon demand, interest on any and all amounts due and owing by the Port under this note, from and after the earlier of (a) the date amounts owed hereunder are due and not paid and (b) the occurrence and continuance of an event of default by the Port under this note or the Note Resolution, but only for so long as such amounts due remain unpaid or such event of default continues, at the Default Rate. The obligations of the Port under this Section shall survive the payment in full of this note.

In the event a Taxable Date occurs, the Port hereby agrees to pay to the Owner on demand therefor (i) an amount equal to the difference between (A) the amount of interest paid to the Owner on this note during the period in which interest on this Note is includable in the gross income of the Owner beginning on the Taxable Date (the "Taxable Period") and (B) the amount of interest that would have been paid to the Owner during such Taxable Period had this note borne the Taxable Rate, and (ii) an amount equal to any interest, penalties or charges owed by the Owner as a result of interest on this note becoming includable in the gross income of the Owner, together with any and all attorneys' fees, court costs, or other out of pocket costs incurred by the Owner in connection therewith.

This note evidences the Port's obligations under a revolving line of credit from the Registered Owner to the Port. Each Draw shall be made only upon the receipt by the Registered Owner of a requisition and certificate, substantially in the form of Exhibit B (each, a "Requisition") signed by a Designated Port Representative and approved by the Registered Owner, shall be in the minimum principal amount of \$500,000 and no more often than twice each calendar month, and otherwise meeting the requirements and conditions of the Note Resolution. Requisitions shall be filed prior to 10:00 a.m. Pacific time by facsimile or other method acceptable to the Registered Owner two days prior to the date on which the Port requests that the Draw be disbursed to the Port. Draws shall be recorded on the Loan Draw and Payment Record attached to this note, or in such other form as the Port and the Registered Owner may agree.

Both principal of and interest on this note are payable in lawful money of the United States of America. Upon the final payment of principal and interest of this note, the Registered Owner shall present and surrender this note to the Treasurer of the Port as "Registrar".

This note is issued pursuant to Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018, as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 (collectively, the "Note Resolution"), for the purpose of providing part of the funds necessary to (i) repay the 2017 Note, (ii) pay or reimburse the Port for all or a portion of the costs of the Projects, including the acquisition of real property, and (iii) pay all or a portion of the costs incidental to the foregoing and to the issuance of this note. Capitalized terms appearing on this note and not otherwise defined herein have the meanings given those terms in the Note Resolution.

The Registered Owner hereby notifies the Port that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Port, which information includes the name and address of the Port and other information that will allow the Registered Owner to identify the Port in accordance with the Patriot Act. The Port hereby agrees that it shall promptly provide such information upon request by the Registered Owner.

The Port represents that it is not in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Patriot Act. The Port also represents that it is not any of the following: (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person with which the Owner is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (e) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The Port does not (a) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in the immediately preceding sentence, (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The Port irrevocably and unconditionally covenants to the holder of this note that it will keep and perform all of the covenants of this note and the Note Resolution. If there is any inconsistency between the terms of this note and the Note Resolution, the terms of this note shall control.

The Port irrevocably and unconditionally covenants to the holder of this note that it will keep and perform all of the covenants of this note and the Note Resolution. If there is any inconsistency between the terms of this note and the Note Resolution, the terms of this note shall control. In addition to the other covenants set forth herein, the Port hereby covenants to provide the Owner with reasonable access to applicable records and further assurances as necessary in connection with this note. The Port hereby further covenants that it shall comply with all applicable laws, maintain its current existence, and maintain assets and insurance as necessary to continue its current operations.



The Port has reserved the right and option to prepay this note, in whole or in part, on any Business Day prior to the Maturity Date, with at least fifteen (15) days' prior written notice to U.S. Bank, without premium or penalty, including interest accrued to the date of prepayment; provided, however, that if prepayment is made on a date other than an Interest Payment Date, LIBOR breakage fees may be charged by the Registered Owner.

The Port agrees that if because of any new law or regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive, or because of any change in any existing law, regulation; Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon U.S. Bank, including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented, which comes into effect after the Issue Date: (i) U.S. Bank should, with respect to this note, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever (other than federal or state taxes of general application based on gross receipts or net income), or (ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on U.S. Bank with respect to this note or any transactions hereunder or thereunder and if any of the above-mentioned measures, should result in (A) any increase in the cost to U.S. Bank of owning this note, or (B) any reduction in the amount of principal, interest or any fee receivable by U.S. Bank in respect of this note or (C) any reduction in the yield or rate of return of U.S. Bank on this note, to a level below that which U.S. Bank could have achieved but for the adoption or modification of any such requirements, then the Port agrees to pay to U.S. Bank such increased cost or reduction in yield or rate of return. In determining any such amounts, U.S. Bank will act reasonably and in good faith, using averaging and attribution methods which are reasonable, and will notify the Port within a reasonable period after it becomes aware of any such change. Such amount shall be due and payable by the Port to U.S. Bank on the thirtieth (30th) day after demand. A certificate by U.S. Bank as to the amount due and payable under this paragraph from time to time and a reasonably detailed description of the method of calculating such amount shall be conclusive absent manifest error and shall be provided to the Port with the notice described above. In determining any such amount, U.S. Bank may use any reasonable averaging and attribution methods.

At any time not fewer than sixty (60) days prior to the Maturity Date, the Port may submit a written request to the Registered Owner for an extension of the Maturity Date. The Registered Owner agrees to notify the Port by no later than fifteen (15) days after receipt of such request of its willingness (or not), in its sole and absolute discretion, to agree to such extension. If the Registered Owner does not so notify the Port by such time, the Registered Owner shall be deemed to have declined such request.

The Port shall provide the Registered Owner with the following: (a) its audited annual financial statements promptly (not later than 270 days following the end of each calendar year), and (b) no later than 30 days after the beginning of each fiscal year of the Port, the annual budget of the Port for such fiscal year; provided, however, that to the extent such information has been posted on the Electronic Municipal Market Access website established by the Municipal Securities Rulemaking Board, the requirements under this paragraph shall be deemed satisfied.

The Port agrees that it shall maintain a general obligation rating of at least Baa1/BBB+ or its equivalent and the failure to maintain at least the minimum credit rating shall constitute an event of default under this note. In addition, the following events shall also constitute an event of default under this note: (i) failure to pay interest or principal hereunder, (ii) the Port shall become insolvent or file for bankruptcy under Title 11 of the United States Code or any substitute or successor statute, (iii) declaration of a moratorium by the Port or any governmental authority of competent jurisdiction with respect to any debt of the Port; (iv) material inaccuracy of any representation and warranty under this note or under any other document in connection with this note; (v) failure to comply with covenants under this note or the Note Resolution; invalidity or contest of Port's obligations under the Note Resolution or this note or any other document related to this note; (vi) default in payment of any judgment in the amount greater than \$5,000,000; or (vii) the rating assigned to any of the Port's general obligation debt is withdrawn or suspended for credit-related reasons.

This note is a general obligation of the Port. The Port hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the Port within the levy limits permitted to the Port without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on this note as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably



pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of this note by making provision for the payment thereof on the terms and conditions set forth in the Note Resolution.

The obligations of the Port under this note are not subject to any limitation as to maximum rate of interest.

The Owner may at any time sell or otherwise transfer to one or more transferees all or a portion of this note to a Person that is (i) an Affiliate of the Owner or (ii) a trust or other custodial arrangement established by the Owner or an Affiliate of the Owner, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a "Bank Transferee"). From and after the date of such sale or transfer, U.S. Bank National Association (and its successors) shall continue to have all of the rights of the preferred Owner hereunder as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this paragraph shall in any way affect the obligations of the Owner hereunder, (B) the Port shall be required to deal only with the Owner with respect to any matters under this note and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this paragraph, only the Owner shall be entitled to enforce the provisions of this note against the Port.

Without limitation of the foregoing paragraph, the Owner may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a Qualified Institutional Buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this paragraph of not less than \$5,000,000,000 (each a "Non-Bank Transferee") all or a portion of this note if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Port by such selling Owner and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the Port and the selling Owner, a letter in substantially the form attached as Exhibit C to this note (the "Letter").

From and after the date the Port and the selling Owner have received written notice and an executed Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of an Owner hereunder, and this note shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Owner hereunder shall thereafter refer to such transferring Owner and to the Non-Bank Transferee to the extent of their respective interests, and (B) the transferring Owner shall relinquish its rights and be released from its obligations hereunder.

This note is being issued as a single instrument in fully registered and physical form, will be delivered to the Registered Owner on the Issue Date and shall not have any rating assigned to it by any nationally recognized securities rating agency.

This note is a "private activity bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). This note is not a "qualified tax exempt obligation" eligible for investment by financial institutions within the meaning of Section 265(b) of the Code.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly adopted by the Port Commission including the Note Resolution. This note is enforceable as a contract, and the Port is subject to civil and commercial suit in respect of its obligations under this note.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington 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 does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the Port may incur.

To the fullest extent permitted by law, the Port hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with this note or the Note Resolution.

IN WITNESS WHEREOF, the Port of Everett, Washington has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of its Port Commission and the seal of the Port to be impressed or otherwise reproduced hereon, originally dated October 27, 2017, and reissued as of this 27th day of October, 2020.



PORT OF EVERETT, WASHINGTON

By

  
President, Port Commission

ATTEST:

  
Secretary, Port Commission

CERTIFICATE OF AUTHENTICATION

Date of Authentication: October 27, 2020

This is the Limited Tax General Obligation Note, 2017B-2 (Private Activity - AMT), of the Port of Everett, Washington, dated October 27, 2017, and authenticated on October 27, 2020, described in the within-mentioned Note Resolution.

TREASURER OF THE PORT OF EVERETT,  
as Registrar

By

Treasurer

### LOAN DRAW AND PAYMENT RECORD

Upon the making of any Draw described in this note, the Registered Owner of this note shall make the appropriate notation on the table below. Simultaneously herewith, the Port is issuing its Limited Tax General Obligation Note, 2017B-1 (the “2017B-1 Note”) and its Limited Tax General Obligation Note, 2017C (Taxable) (the “2017C Note”). The aggregate principal amount of Draws under this note, together with the outstanding principal balance of the 2017B-1 Note and the 2017C Note, may not exceed \$10,000,000.

[illegible]

## EXHIBIT A

### DEFINITIONS

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person.

“*Applicable Factor*” means eighty percent (80%) until October 27, 2020 and thereafter eighty-five percent (85%).

“*Applicable Spread*” means forty basis points (0.40%) until October 27, 2020 and thereafter sixty basis points (0.60%). In the event of a change in the credit rating assigned by Moody’s or S&P to the general obligation credit rating of the Port, the Applicable Spread will be increased upon each downgrade of any general obligation credit rating below its current ratings of Aa2/AA by the additional basis points reflected below:

Credit Rating (Moody’s/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

“*Approving Opinion*” means, with respect to any action relating to this note, the occurrence of which requires an Opinion of Counsel, an Opinion of Counsel delivered by Bond Counsel to the effect that such action (a) is permitted by this note and the Note Resolution and (b) will not adversely affect the exclusion of interest on this note from gross income of the Owner for purposes of federal income taxation.

“*Bond Counsel*” means K&L Gates LLP or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of taxable and tax-exempt bonds.

“*Business Day*” means any day on which (a) the offices of the Calculation Agent are open for business, (b) the Federal Reserve System is in operation, (c) the New York Stock Exchange is not closed and (d) banks in the State and in the State of New York are open for business.

“*Calculation Agent*” means U.S. Bank, and if U.S. Bank shall decline to act as Calculation Agent, means any other Person appointed by the Port, with the consent of the Owner in its sole discretion, to serve as calculation agent for this note.

“*Change in Law*” means the occurrence, after the Issue Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

*"Computation Date"* means the Issue Date and thereafter the second London Business Day preceding each LIBOR Index Reset Date. From and after October 27, 2020, the Computation Date shall occur on the second New York Banking Day preceding each LIBOR Index Reset Date.

*"Default Rate"* means, for any date of determination, a fluctuating rate of interest per annum equal to the Prime Rate plus 5.00%.

*"Determination of Taxability"* means (a) any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction to the effect that Note Interest is Taxable, or (b) the delivery any Owner of an Opinion of Counsel, delivered by Bond Counsel, to the effect that Note Interest is Taxable. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

- (i) the date when the Port files any statement, supplemental statement, or other tax schedule, return or document, which discloses that Note Interest is Taxable;
- (ii) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the date of this note which has the effect that Note Interest is Taxable; or
- (iii) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an Approving Opinion.

*"Excluded Taxes"* means, with respect to the Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Owner is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Port is located.

*"Governmental Authority"* means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

*"Law"* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

*"LIBOR Index"* means, for any date of determination, means the greater of (a) zero percent (0.0%) and (b) the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Principal Amount, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor thereto), determined as of approximately 11:00 a.m., London time, on each Computation Date for effect on the immediately succeeding LIBOR Index Reset Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, or if such rate is not available, another rate determined by the Calculation Agent of which the Port has received written notice. If the Calculation Agent has determined that (a) the rate index described above ("LIBOR") is no longer available, either because (i) LIBOR is not being quoted or published, (ii) any relevant agency or authority has announced that LIBOR will no longer be published or is no longer representative, or (iii) any similar circumstance exists such that LIBOR has become unavailable or ceased to exist, or (b) similar loans are being documented with a replacement rate to LIBOR, Bank may, in its discretion, replace LIBOR with a replacement rate (which may include a successor index and a spread adjustment), taking into consideration any selection or recommendation of a replacement rate by any relevant agency or authority and evolving or prevailing market conventions. In connection with the selection and implementation of any such replacement rate, Bank may make any technical, administrative

or operational changes that Bank decides may be appropriate to reflect the adoption and implementation of such replacement rate. Bank does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, LIBOR or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, LIBOR.

*"LIBOR Index Rate"* means a per annum rate of interest established on each Computation Date equal to the product of the sum of (a) the sum of (i) the Applicable Spread plus (ii) the product of (1) the LIBOR Index multiplied by (2) the Applicable Factor multiplied by (b) the Margin Rate Factor. The LIBOR Index Rate shall be rounded to the nearest one-sixteenth percent.

*"LIBOR Index Reset Date"* means the first day of each month.

*"London Business Day"* means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

*"Margin Rate Factor"* means the greater of (a) 1.0, and (b) the product of (i) one minus the Maximum Federal Corporate Tax Rate multiplied by (ii) 1.26582. The effective date of any change in the Margin Rate Factor shall be the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate resulting in such change.

*"Maximum Federal Corporate Tax Rate"* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time or, if as a result of a change in the Code the rate of income taxation imposed on corporations generally shall not be applicable to the Owner, the maximum statutory rate of federal income taxation which could apply to the Owner.

*"New York Banking Day"* means each day on which banks are open for business in New York City.

*"Note Interest is Taxable"* means that interest paid or to be paid on this note is or will be includable for federal income tax purposes in the gross income of the Owner thereof, but excluding the inclusion of interest on this note as an item of tax preference for purposes of the calculation of an alternative minimum tax imposed on the Owner.

*"Opinion of Counsel"* means any opinion of Counsel delivered pursuant to this note. Each such opinion shall be addressed to the Port and the Owner.

*"Patriot Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

*"Person"* means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

*"Prime Rate"* means the rate announced as from time to time by the U.S. Bank as its prime rate, with the prime rate changing on the date of each change in said prime rate is announced by U.S. Bank. The Prime Rate is not necessarily the lowest rate charged by U.S. Bank on its loans and is set by U.S. Bank in its sole discretion. If the Prime Rate is determined to be less than zero, the Prime Rate shall be deemed to be zero for purposes of this note.

*"Qualified Institutional Buyer"* shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

*"Risk-Based Capital Guidelines"* means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

*"Taxable Date"* means the date on which interest on this note is first includable in gross income of an Owner (including, without limitation, any previous Owner) thereof as a result of a Determination of Taxability.

“*Taxable Rate*” means, for any date of determination, the rate of interest per annum equal to the product of (i) the interest rate on this note then in effect multiplied and (ii) the Taxable Rate Factor.

“*Taxable Rate Factor*” means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“*Taxes*” means, with respect to any Person, all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority on such Person, including any interest, fines, additions to tax or penalties applicable thereto.

“*Unutilized Fee*” means 0.20% (twenty basis points) until October 27, 2020 and thereafter 0.30% (thirty basis points) multiplied by the difference between (a) \$10,000,000 and (b) the aggregate outstanding principal balance of the 2017B-1 Note, the 2017B-2 Note and the 2017C Note. In the event of a change in the credit rating assigned by Moody’s or S&P to the general obligation credit rating of the Port, the Unutilized Fee will be increased upon each downgrade of any general obligation credit rating below its current ratings of AA/Aa2 by the additional basis points reflected below:

Credit Rating (Moody’s/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

In addition, if the rating assigned to any of the Port’s general obligation debt is withdrawn or suspended for credit-related reasons, or downgraded below Baa1/BBB+ by Moody’s or S&P, or its respective equivalent, the Unutilized Fee will increase by an additional 100 basis points.

“*U.S. Bank*” means U.S. Bank National Association and its successors and assigns.

“*2017B-1 Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B-1 (Tax-Exempt).

“*2017B-2 Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B-2 (Private Activity - AMT).

“*2017C Note*” means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017C (Taxable).



**EXHIBIT B**

**FORM OF REQUISITION**

\$ \_\_\_\_\_

Requisition No. \_\_\_\_\_

**REQUISITION AND CERTIFICATE**

[DATE]

U.S. Bank National Association  
[ADDRESS]

Ladies and Gentlemen:

On behalf of the Port of Everett, Washington (the "Port"), I hereby requisition from the funds representing the proceeds of the Port of Everett Limited Tax General Obligation Note, 2017B-2 (Private Activity - AMT) (the "Note"), originally dated October 27, 2017, and reissued on October 27, 2020, which funds have been or are to be deposited in the Port's General Fund or a separate account therein, as described in Section 7 of Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018, as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 (the "Note Resolution"), the sum of \$ \_\_\_\_\_.

I hereby certify that the Port shall use such sum to pay or reimburse costs of the Projects or to pay any expenses incidental thereto (including but not limited to the costs of issuance of the Note, engineering, financing, legal or any other incidental costs).

Capitalized terms used in this requisition and certificate and not defined herein shall have the meanings assigned thereto in the Note Resolution.

\_\_\_\_\_  
Authorized Port Representative

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

U. S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT C**

**FORM OF LENDER'S LETTER**

[Date of Closing]

[ADDRESSEES]

[U.S. BANK WILL SIGN A LETTER AS FOLLOWS:]

**PORT OF EVERETT  
LIMITED TAX GENERAL OBLIGATION NOTE, 2017B-2 (PRIVATE ACTIVITY - AMT)**

Ladies and Gentlemen:

[NAME OF LENDER] ("Lender") has agreed to purchase the above-referenced note (the "Note"), which is issued in the original aggregate principal amount of not to exceed \$10,000,000 by the Port of Everett (the "Port") bearing the LIBOR Index Rate as set forth in the Note dated as of October 27, 2020. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Note. The undersigned, an authorized representative of the Lender, hereby represents to you that:

1. The Lender has sufficient knowledge and experience in financial and business matters, including making loans to municipalities like the Port and other tax-exempt obligations, to be able to evaluate the risks and merits of making the loan represented by the Note.
2. The Lender has authority to make loans, as evidenced by the Note, and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.
4. The Lender is (a) an affiliate of an Owner of the Note, (b) a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Lender has made its own inquiry and analysis with respect to the Port, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
6. The Lender acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Port, to which a reasonable lender would attach significance in making lending decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Port, the Note and the security therefor, so that as a reasonable lender, it has been able to make its decision to make the loan, as evidenced by the Note.

7. The Lender understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Note is being acquired by the Lender for its own loan account and not with a present view toward resale or distribution; provided, however, that the Lender reserves the right to sell, transfer, participate or redistribute the Note, as set forth in the Note, but agrees that any such sale, transfer, participation or distribution by the Lender shall be to a Person:

- (a) that is an affiliate of an Owner of the Note;
- (b) that is a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or
- (c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes a letter substantially in the form of this letter.

[LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

503652134 v1

**THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS PROVIDED HEREIN**

**UNITED STATES OF AMERICA**

**No. N-1**

**Not to exceed  
\$10,000,000 (or as much  
thereof as described on  
the attached Loan Draw  
and Payment Record)**

**STATE OF WASHINGTON**

**PORT OF EVERETT**

**LIMITED TAX GENERAL OBLIGATION NOTE, 2017C (TAXABLE)**

ORIGINAL ISSUE DATE:	October 27, 2017
REISSUE DATE:	October 27, 2020
INTEREST RATE:	LIBOR Index Rate, as stated below
MATURITY DATE:	October 27, 2021, unless such maturity is extended pursuant to the terms of this note
REGISTERED OWNER:	U.S. Bank National Association, including its successors and assigns
TAX IDENTIFICATION NUMBER:	31-0841368
AMENDED PRINCIPAL AMOUNT:	NOT TO EXCEED TEN MILLION DOLLARS (or as much thereof as described on the Loan Draw and Payment Record)

The Port of Everett, Washington (the "Port"), a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "State"), hereby acknowledges itself to owe and for value received, promises to pay to the Registered Owner identified above, or registered assigns (each, an "Owner"), on the Maturity Date specified above, unless prepaid prior thereto, an aggregate principal amount not to exceed \$10,000,000, subject to the further limitation noted above the Loan Draw and Payment Record (the "Stated Principal Amount") or the Principal Amount (as defined herein), whichever is less, together with interest thereon at the rates determined as set forth in this note from the Issue Date specified above, on the first Business Day of each calendar month (each, an "Interest Payment Date") until the principal hereof is paid or duly provided for upon prepayment or maturity; provided, however, that interest on this note shall be calculated on the sum of the Draws made by the Owner as described in the Note Resolution (hereinafter defined) and as reflected in the "Loan Draw and Payment Record" attached hereto (the "Principal Amount"). Payment of the principal of and interest on this note shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Port has agreed that all amounts payable to the Owner with respect to this note shall be made to the Owner (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States of America as may be designated by the Owner in writing to the Port. In any case where the date of maturity of the principal or interest on this note or the date fixed for prepayment of this note shall not be a Business Day, then payment of such principal, or interest need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and, in the case of such payment, no interest shall accrue for the period from and after such date.

In addition to words and terms defined elsewhere in this note and the Note Resolution, the words and terms used in this note shall have the meanings given them in Exhibit A hereto.

This note shall bear interest from the Issue Date, until paid, at the LIBOR Index Rate (shall be calculated for actual days elapsed on the basis of a 360-day year), and interest on this note shall be calculated on the Principal Amount. The Unutilized Fee shall be calculated on a prorated basis in arrears for each calendar quarter (shall be calculated for actual days elapsed on the basis of a 360-day year) and shall be payable on the first Business Day of each January, April, July and October.

The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date, and such rate shall become effective on the LIBOR Index Reset Date immediately succeeding such Computation Date and interest shall accrue each day commencing on and including the Issue Date to but excluding the Maturity Date. If the LIBOR Index Rate is not determined by the Calculation Agent on the Computation Date, this note shall continue to bear interest at the LIBOR Index Rate in effect on the immediately preceding LIBOR Index Reset Date until the Calculation Agent next determines the LIBOR Index Rate as required hereunder. Promptly following the determination of the LIBOR Index Rate, the Calculation Agent shall give notice thereof to the Port and the Owner.

The determination of the interest rate on this note, and its calculation of the amount of interest due for any period, by the Calculation Agent shall be conclusive and binding upon the Port and the Owner absent manifest error.

In determining the interest rate or rates that this note shall bear as provided herein, the Calculation Agent shall not have any liability to the Port or any Owner except for its gross negligence or willful misconduct.

Notwithstanding anything in this note or the Note Resolution to the contrary, if the rate of interest on this note exceeds the Maximum Lawful Rate, then (i) this note shall bear interest at the Maximum Lawful Rate and (ii) interest calculated at the rate equal to the difference between (A) the rate of interest for this note as calculated pursuant to this note and (B) the Maximum Lawful Rate (the "Excess Interest") shall be deferred until such date as this note bears interest at an interest rate below the Maximum Lawful Rate, as calculated pursuant this note, at which time Excess Interest shall be payable with respect to this note in amounts that, when combined with the then-current interest due on this note, do not exceed payment at the Maximum Lawful Rate. Payments of deferred Excess Interest shall no longer be due and payable upon the earlier to occur of the date on which this note is paid in full.

The Port agrees to pay, or cause to be paid, to the Owner, upon demand, interest on any and all amounts due and owing by the Port under this note, from and after the earlier of (a) the date amounts owed hereunder are due and not paid and (b) the occurrence and continuance of an event of default by the Port under this note or the Note Resolution, but only for so long as such amounts due remain unpaid or such event of default continues, at the Default Rate. The obligations of the Port under this Section shall survive the payment in full of this note.

This note evidences the Port's obligations under a revolving line of credit from the Registered Owner to the Port. Each Draw shall be made only upon the receipt by the Registered Owner of a requisition and certificate, substantially in the form of Exhibit B (each, a "Requisition") signed by a Designated Port Representative and approved by the Registered Owner, shall be in the minimum principal amount of \$500,000 and no more often than twice each calendar month, and otherwise meeting the requirements and conditions of the Note Resolution. Requisitions shall be filed prior to 10:00 a.m. Pacific time by facsimile or other method acceptable to the Registered Owner two days prior to the date on which the Port requests that the Draw be disbursed to the Port. Draws shall be recorded on the Loan Draw and Payment Record attached to this note, or in such other form as the Port and the Registered Owner may agree.

Both principal of and interest on this note are payable in lawful money of the United States of America. Upon the final payment of principal and interest of this note, the Registered Owner shall present and surrender this note to the Treasurer of the Port as "Registrar".

This note is issued pursuant to Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018 (collectively, the "Note Resolution"), as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 for the purpose of providing the funds for Port purposes, including the acquisition of property. Capitalized terms appearing on this note and not otherwise defined herein have the meanings given those terms in the Note Resolution.

The Registered Owner hereby notifies the Port that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Port, which information includes the name and address of the Port and other information that will allow the Registered Owner to identify the Port in accordance with the Patriot Act. The Port hereby agrees that it shall promptly provide such information upon request by the Registered Owner.

The Port represents that it is not in violation of any laws relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Patriot Act. The Port also represents that it is not any of the following: (a) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person with which the Owner is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (e) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control ("OFAC") or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list. The Port does not (a) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in the immediately preceding sentence, (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The Port irrevocably and unconditionally covenants to the holder of this note that it will keep and perform all of the covenants of this note and the Note Resolution. If there is any inconsistency between the terms of this note and the Note Resolution, the terms of this note shall control. In addition to the other covenants set forth herein, the Port hereby covenants to provide the Owner with reasonable access to applicable records and further assurances as necessary in connection with this note. The Port hereby further covenants that it shall comply with all applicable laws, maintain its current existence, and maintain assets and insurance as necessary to continue its current operations.

The Port has reserved the right and option to prepay this note, in whole or in part, on any Business Day prior to the Maturity Date, with at least fifteen (15) days' prior written notice to U.S. Bank, without premium or penalty, including interest accrued to the date of prepayment; provided, however, that if prepayment is made on a date other than an Interest Payment Date, LIBOR breakage fees may be charged by the Registered Owner.

The Port agrees that if because of any new law or regulation, Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive, or because of any change in any existing law, regulation; Risk-Based Capital Guidelines, policy, guideline, interpretation, or directive or in the interpretation thereof by any official authority, if having the force of law or in any other respect obligatory upon U.S. Bank, including specifically but without limitation all requests, rules, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, guidelines or directives promulgated by the Bank of International Settlements, or the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority), regardless of the date enacted, adopted, issued, promulgated or implemented, which comes into effect after the Issue Date: (i) U.S. Bank should, with respect to this note, be subject to any tax, charge, fee, deduction or withholding of any kind whatsoever (other than federal or state taxes of general application based on gross receipts or net income), or (ii) increased insurance premiums, reserve requirements, or changes in levels of reserves, deposits, insurance or capital (including any allocation of capital requirements or conditions), should be imposed on U.S. Bank with respect to this note or any transactions hereunder or thereunder and if any of the above-mentioned measures, should result in (A) any increase in the cost to U.S. Bank of owning this note, or (B) any reduction in the amount of principal, interest or any fee receivable by U.S. Bank in respect of this note or (C) any reduction in the yield or rate of return of U.S. Bank on this note, to a level below that which U.S. Bank could have achieved but for the adoption or modification of any such requirements, then the Port agrees to pay to U.S. Bank such increased cost or reduction in yield or rate of return. In determining any such amounts, U.S. Bank will act reasonably and in good faith, using averaging and attribution methods which are reasonable, and will notify the Port within a reasonable period after it becomes aware of any such change. Such amount shall be due and payable by the Port to U.S. Bank on the thirtieth (30th) day after demand. A certificate by U.S. Bank as to the amount due and payable under this paragraph from time to time and a reasonably detailed description of the method of calculating such amount shall be

conclusive absent manifest error and shall be provided to the Port with the notice described above. In determining any such amount, U.S. Bank may use any reasonable averaging and attribution methods.

At any time not fewer than sixty (60) days prior to the Maturity Date, the Port may submit a written request to the Registered Owner for an extension of the Maturity Date. The Registered Owner agrees to notify the Port by no later than fifteen (15) days after receipt of such request of its willingness (or not), in its sole and absolute discretion, to agree to such extension. If the Registered Owner does not so notify the Port by such time, the Registered Owner shall be deemed to have declined such request.

The Port shall provide the Registered Owner with the following: (a) its audited annual financial statements promptly (not later than 270 days following the end of each calendar year), and (b) no later than 30 days after the beginning of each fiscal year of the Port, the annual budget of the Port for such fiscal year; provided, however, that to the extent such information has been posted on the Electronic Municipal Market Access website established by the Municipal Securities Rulemaking Board, the requirements under this paragraph shall be deemed satisfied.

The Port agrees that it shall maintain a general obligation rating of at least Baa1/BBB+ or its equivalent and the failure to maintain at least the minimum credit rating shall constitute an event of default under this note. In addition, the following events shall also constitute an event of default under this note: (i) failure to pay interest or principal hereunder, (ii) the Port shall become insolvent or file for bankruptcy under Title 11 of the United States Code or any substitute or successor statute, (iii) declaration of a moratorium by the Port or any governmental authority of competent jurisdiction with respect to any debt of the Port; (iv) material inaccuracy of any representation and warranty under this note or under any other document in connection with this note; (v) failure to comply with covenants under this note or the Note Resolution; invalidity or contest of Port's obligations under the Note Resolution or this note or any other document related to this note; (vi) default in payment of any judgment in the amount greater than \$5,000,000; or (vii) the rating assigned to any of the Port's general obligation debt is withdrawn or suspended for credit-related reasons.

This note is a general obligation of the Port. The Port hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the Port within the levy limits permitted to the Port without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on this note as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of this note by making provision for the payment thereof on the terms and conditions set forth in the Note Resolution.

The obligations of the Port under this note are not subject to any limitation as to maximum rate of interest.

The Owner may at any time sell or otherwise transfer to one or more transferees all or a portion of this note to a Person that is (i) an Affiliate of the Owner or (ii) a trust or other custodial arrangement established by the Owner or an Affiliate of the Owner, the owners of any beneficial interest in which are limited to Qualified Institutional Buyers (each, a "Bank Transferee"). From and after the date of such sale or transfer, U.S. Bank National Association (and its successors) shall continue to have all of the rights of the preferred Owner hereunder as if no such transfer or sale had occurred; provided, however, that (A) no such sale or transfer referred to in clause (i) or (ii) of this paragraph shall in any way affect the obligations of the Owner hereunder, (B) the Port shall be required to deal only with the Owner with respect to any matters under this note and (C) in the case of a sale or transfer referred to in clause (i) or (ii) of this paragraph, only the Owner shall be entitled to enforce the provisions of this note against the Port.

Without limitation of the foregoing paragraph, the Owner may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes a Qualified Institutional Buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this paragraph of not less than \$5,000,000,000 (each a "Non-Bank Transferee") all or a portion of this note if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Port by such selling Owner and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the Port and the selling Owner, a letter in substantially the form attached as Exhibit C to this note (the "Letter").

From and after the date the Port and the selling Owner have received written notice and an executed Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of an



Owner hereunder, and this note shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Owner hereunder shall thereafter refer to such transferring Owner and to the Non-Bank Transferee to the extent of their respective interests, and (B) the transferring Owner shall relinquish its rights and be released from its obligations hereunder.

This note is being issued as a single instrument in fully registered and physical form, will be delivered to the Registered Owner on the Issue Date and shall not have any rating assigned to it by any nationally recognized securities rating agency.

The interest on this note is not excludable from federal income taxation.

This note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This note is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly adopted by the Port Commission including the Note Resolution. This note is enforceable as a contract, and the Port is subject to civil and commercial suit in respect of its obligations under this note.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington 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 does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the Port may incur.

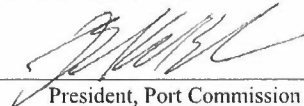
To the fullest extent permitted by law, the Port hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with this note or the Note Resolution.

IN WITNESS WHEREOF, the Port of Everett, Washington has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of its Port Commission and the seal of the Port to be impressed or otherwise reproduced hereon, originally dated October 27, 2017, and reissued as of this 27th day of October, 2020.



PORT OF EVERETT, WASHINGTON

By

  
President, Port Commission

ATTEST:

  
Secretary, Port Commission

#### CERTIFICATE OF AUTHENTICATION

Date of Authentication: October 27, 2020

This is the Limited Tax General Obligation Note, 2017C (Taxable), of the Port of Everett, Washington, originally dated October 27, 2017, and authenticated on October 27, 2020, described in the within-mentioned Note Resolution.

TREASURER OF THE PORT OF EVERETT,  
as Registrar

By

Treasurer

### LOAN DRAW AND PAYMENT RECORD

Upon the making of any Draw described in this note, the Registered Owner of this note shall make the appropriate notation on the table below. Simultaneously herewith, the Port is issuing its Limited Tax General Obligation Note, 2017B-1 (Tax-Exempt) (the “2017B-1 Note”) and its Limited Tax General Obligation Note, 2017B-2 (the “2017B-2 Note”). The aggregate principal amount of Draws under this note, together with the outstanding principal balance of the 2017B-1 Note and the 2017B-2 Note, may not exceed \$10,000,000.

[illegible]



## EXHIBIT A

### DEFINITIONS

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person.

“*Applicable Spread*” means fifty basis points (0.50%) until October 27, 2020 and thereafter seventy-five basis points (0.75%). In the event of a change in the credit rating assigned by Moody’s or S&P to the general obligation credit rating of the Port, the Applicable Spread will be increased upon each downgrade of any general obligation credit rating below its current ratings of Aa2/AA by the additional basis points reflected below:

Credit Rating (Moody’s/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

“*Approving Opinion*” means, with respect to any action relating to this note, the occurrence of which requires an Opinion of Counsel, an Opinion of Counsel delivered by Bond Counsel to the effect that such action is permitted by this note and the Note Resolution.

“*Bond Counsel*” means K&L Gates LLP or any other attorney or firm of attorneys, which is admitted to practice law before the highest court of any state in the United States of America or the District of Columbia and nationally recognized and experienced in legal work relating to the issuance of taxable and tax-exempt bonds.

“*Business Day*” means any day on which (a) the offices of the Calculation Agent are open for business, (b) the Federal Reserve System is in operation, (c) the New York Stock Exchange is not closed and (d) banks in the State and in the State of New York are open for business.

“*Calculation Agent*” means U.S. Bank, and if U.S. Bank shall decline to act as Calculation Agent, means any other Person appointed by the Port, with the consent of the Owner in its sole discretion, to serve as calculation agent for this note.

“*Change in Law*” means the occurrence, after the Issue Date, of any of the following: (a) the adoption or taking effect of any Law, including, without limitation Risk-Based Capital Guidelines, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, ruling, guideline, regulation or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd Frank Wall Street Reform and Consumer Protection Act and all requests, rules, rulings, guidelines, regulations or directives thereunder or issued in connection therewith and (ii) all requests, rules, rulings, guidelines, regulations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States of America or foreign regulatory authorities shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder, or any successor statute thereto.

“*Computation Date*” means the Issue Date and thereafter the second London Business Day preceding each LIBOR Index Reset Date. From and after October 27, 2020, the Computation Date shall occur on the second New York Banking Day preceding each LIBOR Index Reset Date.

*"Default Rate"* means, for any date of determination, a fluctuating rate of interest per annum equal to the Prime Rate plus 5.00%.

*"Excluded Taxes"* means, with respect to the Owner, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which the Owner is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Port is located.

*"Governmental Authority"* means the government of the United States of America or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

*"Law"* means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

*"LIBOR Index"* means, for any date of determination, means the greater of (a) zero percent (0.0%) and (b) the per annum rate of interest determined on the basis of the rate on deposits in United States dollars of amounts equal to or comparable to the Principal Amount, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor thereto), determined as of approximately 11:00 a.m., London time, on each Computation Date for effect on the immediately succeeding LIBOR Index Reset Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, or if such rate is not available, another rate determined by the Calculation Agent of which the Port has received written notice. If the Calculation Agent has determined that (a) the rate index described above ("LIBOR") is no longer available, either because (i) LIBOR is not being quoted or published, (ii) any relevant agency or authority has announced that LIBOR will no longer be published or is no longer representative, or (iii) any similar circumstance exists such that LIBOR has become unavailable or ceased to exist, or (b) similar loans are being documented with a replacement rate to LIBOR, Bank may, in its discretion, replace LIBOR with a replacement rate (which may include a successor index and a spread adjustment), taking into consideration any selection or recommendation of a replacement rate by any relevant agency or authority and evolving or prevailing market conventions. In connection with the selection and implementation of any such replacement rate, Bank may make any technical, administrative or operational changes that Bank decides may be appropriate to reflect the adoption and implementation of such replacement rate. Bank does not warrant or accept any responsibility for the administration or submission of, or any other matter related to, LIBOR or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation whether any such alternative, successor or replacement rate will have the same value as, or be economically equivalent to, LIBOR.

*"LIBOR Index Rate"* means a per annum rate of interest established on each Computation Date equal to the sum of (a) the Applicable Spread plus (b) the LIBOR Index. The LIBOR Index Rate shall be rounded to the nearest one-sixteenth percent.

*"LIBOR Index Reset Date"* means the first day of each month.

*"London Business Day"* means any day that is a day for trading by and between banks in Dollar deposits in the London interbank market.

*"New York Banking Day"* means each day on which banks are open for business in New York City.

*"Opinion of Counsel"* means any opinion of Counsel delivered pursuant to this note. Each such opinion shall be addressed to the Port and the Owner.

*"Patriot Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001).

*"Person"* means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

*"Prime Rate"* means the rate announced as from time to time by the U.S. Bank as its prime rate, with the prime rate changing on the date of each change in said prime rate is announced by U.S. Bank. The Prime Rate is not necessarily the lowest rate charged by U.S. Bank on its loans and is set by U.S. Bank in its sole discretion. If the Prime Rate is determined to be less than zero, the Prime Rate shall be deemed to be zero for purposes of this note.

*"Qualified Institutional Buyer"* shall have the meaning assigned to such term in Rule 144A promulgated under the Securities Act.

*"Risk-Based Capital Guidelines"* means (a) the risk-based capital guidelines in effect in the United States of America, including transition rules, and (b) the corresponding capital regulations promulgated by regulatory authorities outside the United States of America including transition rules, and any amendment to such regulations.

*"Taxes"* means, with respect to any Person, all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority on such Person, including any interest, fines, additions to tax or penalties applicable thereto.

*"Unutilized Fee"* means 0.20% (twenty basis points) until October 27, 2020 and thereafter 0.30% (thirty basis points) multiplied by the difference between (a) \$10,000,000 and (b) the aggregate outstanding principal balance of the 2017B-1 Note, the 2017B-2 Note and the 2017C Note. In the event of a change in the credit rating assigned by Moody's or S&P to the general obligation credit rating of the Port, the Unutilized Fee will be increased upon each downgrade of any general obligation credit rating below its current ratings of AA/Aa2 by the additional basis points reflected below:

Credit Rating (Moody's/S&P)	Applicable Spread
Equal to A1/A+	+10.0 bppa
Equal to A2/A	+25.0 bppa
Equal to A3/A-	+25.0 bppa
Equal to Baa1/BBB+	+50.0 bppa

In addition, if the rating assigned to any of the Port's general obligation debt is withdrawn or suspended for credit-related reasons, or downgraded below Baa1/BBB+ by Moody's or S&P, or its respective equivalent, the Unutilized Fee will increase by an additional 100 basis points.

*"U.S. Bank"* means U.S. Bank National Association, and its successors and assigns.

*"2017B-1 Note"* means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B-1 (Tax-Exempt).

*"2017B-2 Note"* means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017B-2 (Private Activity - AMT).

*"2017C Note"* means the State of Washington Port of Everett Limited Tax General Obligation Note, 2017C (Taxable).

**EXHIBIT B**

**FORM OF REQUISITION**

\$ \_\_\_\_\_

Requisition No. \_\_\_\_\_

**REQUISITION AND CERTIFICATE**

[DATE]

U.S. Bank National Association  
[ADDRESS]

Ladies and Gentlemen:

On behalf of the Port of Everett, Washington (the "Port"), I hereby requisition from the funds representing the proceeds of the Port of Everett Limited Tax General Obligation Note, 2017C (Taxable) (the "Note"), originally dated October 27, 2017, and reissued on October 27, 2019, which funds have been or are to be deposited in the Port's General Fund or a separate account therein, as described in Section 7 of Resolution No. 1080 of the Port Commission, adopted on September 19, 2017, as amended by Resolution No. 1106, adopted on October 23, 2018, as amended by Resolution No. 1121, adopted on February 14, 2019, as amended by Resolution No. 1132, adopted on October 8, 2019, as further amended by Resolution No. 1156, adopted on October 13, 2020 (the "Note Resolution"), the sum of \$ \_\_\_\_\_.

Capitalized terms used in this requisition and certificate and not defined herein shall have the meanings assigned thereto in the Note Resolution.

\_\_\_\_\_  
Authorized Port Representative

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

U. S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF LENDER'S LETTER**

[Date of Closing]

[ADDRESSEES]

[U.S. BANK WILL SIGN A LETTER AS FOLLOWS]:

**PORT OF EVERETT  
LIMITED TAX GENERAL OBLIGATION NOTE, 2017C (TAXABLE)**

Ladies and Gentlemen:

[NAME OF LENDER] ("Lender") has agreed to purchase the above-referenced note (the "Note"), which was issued in the original aggregate principal amount of not to exceed \$10,000,000 by the Port of Everett (the "Port") bearing the LIBOR Index Rate as set forth in the Note dated as of October 27, 2017 and reissued on October 27, 2020 in the aggregate principal amount of not to exceed \$10,000,000. All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Note. The undersigned, an authorized representative of the Lender, hereby represents to you that:

1. The Lender has sufficient knowledge and experience in financial and business matters, including making loans to municipalities like the Port and other taxable obligations, to be able to evaluate the risks and merits of making the loan represented by the Note.
2. The Lender has authority to make loans, as evidenced by the Note, and to execute this letter and any other instruments and documents required to be executed by the Lender in connection with the Note.
3. The undersigned is a duly appointed, qualified and acting representative of the Lender and is authorized to cause the Lender to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Lender.
4. The Lender is (a) an affiliate of an Owner of the Note, (b) a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of the beneficial interests in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more.
5. The Lender understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Note. The Lender has made its own inquiry and analysis with respect to the Port, the Note and the security therefor, and other material factors affecting the security for and payment of the Note.
6. The Lender acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Port, to which a reasonable lender would attach significance in making lending decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Port, the Note and the security therefor, so that as a reasonable lender, it has been able to make its decision to make the loan, as evidenced by the Note.

7. The Lender understands that the Note (i) is not registered under the 1933 Act and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) is not listed on any stock or other securities exchange, and (iii) carries no rating from any credit rating agency.

8. The Note is being acquired by the Lender for its own loan account and not with a present view toward resale or distribution; provided, however, that the Lender reserves the right to sell, transfer, participate or redistribute the Note as set forth in the Note, but agrees that any such sale, transfer, participation or distribution by the Lender shall be to a Person:

- (a) that is an affiliate of an Owner of the Note;
- (b) that is a trust or other custodial arrangement established by an Owner of the Note or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or
- (c) that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus of \$5,000,000,000 or more who executes a letter substantially in the form of this letter.

[LENDER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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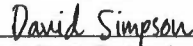
## CERTIFICATE

I, the undersigned, Secretary of the Port Commission (the "Commission") of the Port of Everett, Washington (the "Port"), DO HEREBY CERTIFY:

1. That the attached resolution numbered 1156 (2020) (the "Resolution"), is a true and correct copy of a resolution of the Port, as finally adopted at a meeting of the Commission held on the 13th day of October, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Commission was present throughout the meeting and a legally sufficient number of members of the Commission voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of October, 2020.

DocuSigned by:  
  
\_\_\_\_\_  
Secretary, Port Commission