APPENDIX B

KING COUNTY AGREEMENT
FOR SEWAGE DISPOSAL

INDUSTRIAL WASTE DISCHARGE PERMITS
King County Agreements

Amendment to Agreement for Sewage Disposal – Dated October 2, 1992


Agreement for Sewage Disposal – Dated August 16, 1973
SAMMAMISH PLATEAU SEWER AND WATER DISTRICT
MUNICIPALITY OF METROPOLITAN SEATTLE

AMENDMENT TO AGREEMENT
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 2nd day of
October, 1977 between the Sammamish Plateau
Sewer and Water District, formerly King County Water District
No. 82, a municipal corporation of the State of Washington
(hereinafter referred to as the "District") and the
Municipality of Metropolitan Seattle, a metropolitan municipal
corporation of the State of Washington (hereinafter referred
to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term
Agreement for Sewage Disposal dated August 16, 1973
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected
and appointed officials in the metropolitan area was appointed
by the Metropolitan Council to examine the structure of
Metro's charges to its participants; and

WHEREAS, said advisory committee, following
extensive research, study and deliberations, has recommended
certain changes in the structure of Metro's charges to its
participants and implementation of said changes requires
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the
recommendations are in the best public interest and therefore
desire to amend said Basic Agreement to implement said
recommendations;

NOW, THEREFORE, it is hereby agreed as follows:
Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant."
The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers and Residential
Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve
and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st; provided, however, that the monthly rate shall not be less than Two Dollars ($2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the District shall, at Metro's request, provide such information regarding new residential customers and residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall
remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of the maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operations of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.

Section 2. Amendment of Section 6 of the Basic Agreement. Section 6 of the Basic Agreement is hereby amended to read as follows:

"Section 6. Responsibility of the District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, for construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident
to the collection of such sewage and its delivery to the Metropolitan Sewerage System.

In addition, the District will undertake continual rehabilitation and replacement of its local sewage facilities for purposes of preventing, reducing and eliminating the entry of extraneous water into such facilities and will expend annually, averaged over five (5) years, an amount equal to two (2) cents per inch of diameter per foot of its local sewage facilities, excluding combined sewers and force mains, for said rehabilitation and replacement. The amount of this expenditure requirement may be increased from time to time by the Metropolitan Council to reflect general inflation. Rehabilitation and replacement projects undertaken pursuant to this section shall be constructed in accordance with criteria adopted by the Metropolitan Council and included in Metro's Rules and Regulations. In the event the District fails to comply with the rehabilitation and replacement expenditure requirements described in this section, the District shall pay such charge as may be determined by Metro for quantities of storm or ground water entering its Local Sewage Facilities in excess of the minimum standard established by the general Rules and Regulations of Metro.

Section 3. Amendment of Basic Agreement to Add a New Section. A new Section 17 shall be added to the Basic Agreement to read as follows:

"Section 17. Future Amendments. The District agrees to amend and hereby concurs in any amendment to this agreement which incorporates any changes in the terms for sewage disposal and/or payment therefor as may be proposed by Metro and agreed to by those Participants that shall represent, in total, not less than 90% of the Residential Customers and Residential Customer Equivalents then served by the Metropolitan Sewerage System."
Section 4. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 5. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

SAMMAMISH PLATEAU SEWER AND WATER DISTRICT

[Signature]
President, Sam. Pl. W. S. D.
10-2-28

ATTEST:

[Signature]
Secretary Pro Tem

MUNICIPALITY OF METROPOLITAN SEATTLE

[Signature]
Gary Zimmerman
Chair of the Council

ATTEST:

[Signature]
KING COUNTY WATER DISTRICT NO. 82
MUNICIPALITY OF METROPOLITAN SEATTLE

EXTENSION OF AGREEMENT FOR SEWAGE DISPOSAL

WHEREAS, King County Water District No. 82 (the "District") and the Municipality of Metropolitan Seattle (the "Municipality") are parties to a certain Agreement for Sewage Disposal (the "Agreement") dated August 16, 1973, pursuant to which the District delivers to the Municipality for treatment and disposal all the sewage and industrial wastes it collects from its service area; and

WHEREAS, the Agreement expires by its terms on July 1, 2016; and

WHEREAS, it is in the best interests of the District and the Municipality that the expiration date of the Agreement be extended in order to allow the Municipality to sell and issue its sewer revenue bonds with maturities extending beyond 2016;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, it is hereby agreed as follows:

The Agreement for Sewage Disposal between King County Water District No. 82 and the Municipality of Metropolitan Seattle dated August 16, 1973, is hereby extended for a period of twenty years and shall continue in full force and effect until July 1, 2036.

It is further agreed that all other provisions of said Agreement shall remain unchanged, and the Agreement dated August 16, 1973, as extended herein shall constitute the entire Agreement for Sewage Disposal between the parties.
DATED: This 19th day of March, 1987

KING COUNTY WATER DISTRICT NO. 82

[Signature]

[Signature]

ATTEST:

[Signature]

MUNICIPALITY OF METROPOLITAN SEATTLE

[Signature]

Gary Zimmerman
Chairman of the Council

ATTEST:

[Signature]

Bonnie Mattson
Clerk of the Council
MUNICIPALITY OF METROPOLITAN SEATTLE -
KING COUNTY WATER DISTRICT NO. 82

AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT, made as of this 16th day of August, 1973, between KING COUNTY WATER DISTRICT NO. 82, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington, hereinafter referred to as "Metro";

W I T N E S S E T H:

WHEREAS, the public health, welfare and safety of the residents of the District and the residents of Metro require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the fresh and salt water resources of the area; and

WHEREAS, Metro is engaged in developing and operating a Metropolitan Sewage Disposal System and the District is engaged in developing a sewage collection system for the District; and

WHEREAS, the District desires to deliver certain sewage collected by the District to Metro for disposal; and

WHEREAS, to provide for the disposal by Metro of sewage collected by the District it is necessary that a contract be now entered into establishing certain rights and duties of the parties incident thereto;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:
Section I. Definition of Terms. The following words and phrases used in this contract shall have the meanings hereinafter set forth in this section:

a) The words "Comprehensive Plan" shall mean the Comprehensive Sewage Disposal Plan adopted in Resolution No. 23 of the Municipality of Metropolitan Seattle and all amendments thereof heretofore or hereafter adopted.

b) The words "Metropolitan Sewerage System" as used in this Agreement shall mean all of the facilities to be constructed, acquired or used by Metro as a part of the Comprehensive Plan. The Metropolitan Sewerage System shall generally include sewage disposal facilities with capacity to receive sewage from natural drainage areas of approximately one thousand acres or more. The Metropolitan Sewerage System shall thus include trunk or interceptor sewer facilities extending to a point within each tributary and natural drainage area, where not more than one thousand acres remain to be served beyond the upper terminus of such trunk or interceptor sewer.

c) The word "Participant" shall mean each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal.

d) The words "Local Sewerage Facilities" shall mean all facilities owned or operated by a Participant for the local collection of sewage to be delivered to the Metropolitan Sewerage System and all side sewers and connection fittings connected directly to such system which serve customers of the Participants.

e) The words "Metropolitan Area" shall mean the area contained within the boundaries of the Municipality of Metropolitan Seattle as now or hereafter constituted.

f) The words "Residential Customer" shall mean a single family residence billed by a Participant for sewerage charges.
Section 2. Delivery and Acceptance of Sewage. The District shall deliver to Metro all of the sewage and industrial waste collected by the District and Metro shall accept the sewage and waste delivered for treatment and disposal as hereinafter provided subject to such reasonable rules and regulations as may be adopted from time to time by the Metropolitan Council. Metro shall not directly accept sewage or wastes from any person, firm or corporation which is located within the boundaries of or is delivering its sewage into the Local Sewerage Facilities of the District without the written consent of the District. The District shall not deliver sewage to any other agency for disposal without the written consent of Metro.

Section 3. Construction of Metro Facilities. Metro shall construct, acquire or otherwise secure the right to use all facilities required for the disposal of sewage delivered to Metro pursuant to this Agreement and shall perform all services required for the maintenance, operation, repair, replacement or improvement of the Metropolitan Sewerage System, including any additions and betterments thereto. Metro shall in its sole discretion determine the nature, location and time of construction of facilities of the Metropolitan Sewerage System.

Section 4. Connection of Local Sewerage Facilities to the Metropolitan Sewerage System. Local sewerage facilities of the District which may be required for the delivery of sewage and wastes to Metro shall be connected to facilities of the Metropolitan Sewerage System at such time as any of the facilities of such Metropolitan Sewerage System shall be available to receive sewage collected by such local facilities. Such connection shall be accomplished at the expense of the District and in accordance with the rules and regulations of Metro at such point or points as shall be determined by Metro. The District shall secure and pay for the right to use all Local Sewerage Facilities of another Participant which may be required to deliver the District's sewage to the Metropolitan Sewerage System.
Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, commencing on the first day of July, 1973, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth (a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter, (b) the total number of all customers billed by such Participant as of such day, and (c) the total water consumption during such quarter for all customers billed by such Participant other than Residential Customers. The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,700 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular
quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential Customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

b) For the initial period until the District shall have submitted six consecutive quarterly reports, the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers or Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the basic reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).
c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st.

c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities
which are constructed after January 1, 1961, in excess of the minimum standard established by the general rules and regulations of Metro.

4. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

5. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operation of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue sufficient to meet the covenants contained in this Agreement.
Section 6. Responsibility of District. The District shall be responsible for the delivery to the Metropolitan Sewerage System of sewage collected by the District, for the construction, maintenance and operation of Local Sewerage Facilities, and for the payment of all costs incident to the collection of such sewage and its delivery to the Metropolitan Sewerage System. All sewerage facilities of the District carrying sewage delivered to Metro shall be constructed and maintained in accordance with the rules and regulations of Metro and shall be constructed, maintained and operated by the District at no expense or risk to Metro.

Section 7. Records. Permanent books and records shall be kept by Metro and the District of the respective rates established, the volumes of sewage delivered and discharged into the Metropolitan Sewerage System whenever such volumes are measured and the number of Residential Customers and Residential Customer equivalents reported. In addition Metro shall keep complete books of account showing all costs incurred in connection with the Metropolitan Sewerage System and the District shall keep complete records showing the amount billed to each of its customers for sewer service and the basis used for such billing including sewage flow and water consumption for each customer where applicable. The records required by this paragraph shall be available for examination by either party at any reasonable time.

Section 8. Development of Metropolitan Sewerage System. It is contemplated that the Metropolitan Sewerage System will be developed in stages and the nature of facilities to be constructed, acquired or used and the time of such construction, acquisition or use shall be determined by Metro, it being contemplated that Metro shall ultimately provide sewage disposal service for the entire Metropolitan Area.
Section 9. Insurance and Liability for Damages. The District shall secure and maintain with responsible insurers all such insurance as is customarily maintained with respect to sewage systems of like character against loss of or damage to the sewerage facilities of the District and against public and other liability to the extent that such insurance can be secured and maintained at reasonable cost. Any liability incurred by Metro as a result of the operation of the Metropolitan Sewerage System shall be the sole liability of Metro and any liability incurred by the District as a result of the operation of the Local Sewerage Facilities of the District shall be the sole liability of the District.

Section 10. Assignment. The District shall not have the right to assign this Agreement or any of its rights and obligations hereunder either by operation of law or by voluntary agreement without the written consent of Metro and neither party may terminate its obligations hereunder by dissolution or otherwise without first securing the written consent of the other party and this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In the event that the District should be dissolved or should no longer be authorized to operate sewer facilities, the Local Sewerage Facilities owned and operated by the District shall be assigned and transferred to Metro subject to any outstanding debts of the District which had been incurred for the specific purpose of constructing or acquiring such facilities and subject to the acceptance by Metro of the obligation to continue to provide sewer service to the residents served by such local facilities upon payment by such residents of sewage disposal charges determined as herein provided and the reasonable costs of local sewer service.

Section 11. Effective Date and Term of Contract. This Agreement shall be in full force and effect and binding upon the parties hereto upon the execution of the Agreement and shall continue in full force and effect until July 1, 2016.
Section 12. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by Registered Mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle
410 West Harrison Street
Seattle, Washington 98119

King County Water District No. 82
Route 3, Box 3793
Issaquah, Washington 98027

unless a different address shall be hereafter designated in writing by either of the parties.

The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of sewage disposal costs may be made by regular mail.

Section 13. Execution of Documents. This Agreement shall be executed in six counterparts, any of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, leases, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 14. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 15. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 16. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties heretofore relating to the subject matter hereof and constitutes the entire contract between the parties.
IN WITNESS WHEREOF, the parties hereto have executed this
Agreement as of the day and year first above written.

KING COUNTY WATER DISTRICT, NO. 82

By

[Signature]
Commissioner

By

[Signature]
Commissioner

By

[Signature]
Commissioner

ATTEST:

[Signature]
Secretary of the Board of Commissioners

MUNICIPALITY OF METROPOLITAN SEATTLE

By

[Signature]
C. Carey Donworth
Chairman of the Council

ATTEST:

[Signature]
B. J. Carol
Clerk of the Council
STATE OF WASHINGTON  )
COUNTY OF KING  ) ss.

On this 2nd day of May, 1973, before me personally appeared
JOHN DOE and
DONALD SMITH, of me known to be the Commissioners of
King County Water District No. 82, a municipal corporation, and
acknowledged the within and foregoing instrument to be the free
and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal affixed
is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at
[Location]

STATE OF WASHINGTON  )
COUNTY OF KING  ) ss.

On this 10th day of August, 1973, before me personally appeared
C. CAREY DONWORTH and B. J. CAROL, to me known to be the Chairman of the Council and Clerk of the Council,
respectively, of the Municipality of Metropolitan Seattle, a municipal
 corporation, and acknowledged the within and foregoing instrument to
be the free and voluntary act and deed of said corporation, for the
uses and purposes therein mentioned, and on oath stated that they
were authorized to execute said instrument and that the seal affixed
is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at [Location]
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June 29, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Scott Turner
Siemens Medical Solutions USA Inc.
1230 Shorebird Way
Mountain View, CA 94043

Issuance of Wastewater Discharge Authorization No. 722-03 to Siemens Medical Solutions USA Inc. – Ultrasound Group

Dear Mr. Turner:

The King County Industrial Waste Program has reviewed your application to discharge industrial wastewater to the sewer system from the Siemens Medical Solutions USA Inc. – Ultrasound Group facility located at 22010 SE 51st Street, Issaquah, Washington, and has issued the enclosed Minor Discharge Authorization. The enclosed Discharge Authorization No. 722-03 supersedes and cancels Discharge Authorization No. 722-02, effective July 11, 2011.

This authorization permits you to discharge limited amounts of industrial wastewater into King County’s sewer system in accordance with the effluent limitations and other requirements and conditions set forth in the document and the regulations outlined in King County Code 28.84.060 (enclosed). As long as you maintain good compliance and do not change the nature and volume of your discharge, the formal requirements and fees of a full wastewater permit will not be required.

If you propose to increase the volume of your discharge or change the type or quantities of substances discharged, you must contact the King County Industrial Waste Program at least 60 days before making these changes.

If at any time you have questions about this discharge authorization, or other questions about your wastewater discharge, please call me at 206-263-3005 or email me at
dana heinz@kingcounty.gov. You may also wish to visit our program’s Internet pages at: www.kingcounty.gov/industrialwaste.

Thank you for helping support our mission to protect public health and enhance the environment.

Sincerely,

[Signature]

Dana Heinz
Compliance Investigator

Enclosures

cc: Jay Krauss, Sammamish Plateau Water & Sewer District
    Doug Hilderbrand, King County
MINOR DISCHARGE AUTHORIZATION
King County Industrial Waste Program
130 Nickerson Street, Suite 200
Seattle, Washington 98109-1658

NUMBER 722-03
for
Siemens Medical Solutions USA Inc. – Ultrasound Group

Plant Address: 22010 SE 51st Street
Issaquah, Washington

Mailing Address: 1230 Shorebird Way
Mountain View, CA 94043

Phone: 650-694-8534

Emergency (24-Hour) Phone: 650-694-5580

Industry Type: Research and development of medical equipment

SIC Code: 8731  EPA Id. #: WAD000113795

Sample Site No.: A60881: Flex circuits lab
A60882: Array lab
A60883: Dicing room

Discharge To: South Treatment Plant

*Note: This authorization is valid only for the specific discharges shown below:

Discharge Process: Wastewater generated by electronic assembly operation.

Pre-treatment Process: Best management practices

Maximum Volume: 1,600 gallons per day

Effective Date: July 11, 2011
Expiration Date: July 10, 2016

Permission is hereby granted to discharge industrial wastewater from the above-identified facility into the King County sewer system in accordance with the effluent limitations and monitoring requirements set forth in this authorization.

If the industrial user wishes to continue to discharge after the expiration date, an application must be filed for re-issuance of this discharge authorization at least 180 days prior to the expiration date. For information concerning this King County Discharge Authorization please call Industrial Waste Compliance Investigator Dana Heinz at 206-263-3005.

24-HOUR EMERGENCY NOTIFICATION
South Treatment Plant: 206-684-2404
Department of Ecology: 425-649-7000
GENERAL DISCHARGE LIMITATIONS

Operating Criteria

There shall be no odor of solvent, gasoline, or hydrogen sulfide (rotten egg odor), oil sheen, unusual color, or visible turbidity. The discharge must remain translucent. If any of the discharge limits are exceeded, you must stop discharging and notify the King County Industrial Waste Program at 206-263-3000.

Corrosive Substances

Limits

Maximum: pH 12.0 (s.u.)
Instantaneous minimum: pH 5.0 (s.u.)
Daily minimum: pH 5.5 (s.u.)

The instantaneous minimum pH limit is violated whenever any single grab sample or any instantaneous recording is less than pH 5.0. The daily minimum pH limit is violated whenever any continuous recording of 15 minutes or longer remains below pH 5.5 or when each pH value of four consecutive grab samples collected at 15-minute intervals or longer within a 24-hour period remains below pH 5.5.

Discharges of more than 50 gallons per day of caustic solutions equivalent to more than five percent NaOH by weight or greater than pH 12.0 are prohibited unless authorized by the King County Industrial Waste Program and subject to special conditions to protect worker safety, the collection system, and treatment works.

Fats, Oils, and Grease (FOG)

Discharge of FOG shall not result in significant accumulations that either alone or in combination with other wastes are capable of obstructing flow or interfere with the operation or performance of sewer works or treatment facilities.

Nonpolar FOG (oil and grease from petroleum sources): The three nonpolar fats, oils, and grease (FOG) grab samples shall be of equal volume, collected at least five minutes apart, and analyzed separately. When using EPA approved protocols specified in 40 CFR Part 136, the individual grab samples may be composited (at the laboratory) prior to analysis. The result of the composite sample or the average of the concentrations of the three grab samples may be reported as Total FOG unless the value is 100 mg/L or greater, in which case the concentration of nonpolar FOG must be reported.

Polar FOG (oil and grease from animal and/or vegetable origin): Dischargers of polar FOG shall minimize free-floating polar FOG. Dischargers may not add emulsifying agents exclusively for the purpose of emulsifying free floating FOG.

Flammable or Explosive Materials

No person shall discharge any pollutant, as defined in 40 CFR 403.5, that creates a fire or explosion hazard in any sewer or treatment works, including, but not limited to, waste streams with a closed cup flashpoint of less than 140° Fahrenheit or 60° Centigrade using the test methods specified in 40 CFR 261.21.
At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent nor any single reading be more than 10 percent of the lower explosive limit (LEL) of the meter.

Pollutants subject to this prohibition include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides, and any other substances that King County, a fire department, Washington State, or EPA has notified the user are a fire hazard or a hazard to the system.

**Heavy Metals/Cyanide**

The industrial user shall not discharge wastes, which exceeds the following limitations:

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<th>Heavy Metals &amp; Cyanide</th>
<th>Daily Maximum ppm (mg/L)¹</th>
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<tr>
<td>Cadmium</td>
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<td>Chromium</td>
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<td>Lead</td>
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<td>Mercury</td>
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<td>Cyanide</td>
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¹The daily maximum is violated whenever any sample exceeds the limitation.

**High Temperature**

The industrial user shall not discharge material with a temperature in excess of 65°C (150°F).

**Hydrogen Sulfide**

Atmospheric hydrogen sulfide: 10.0 ppm
(As measured at a monitoring manhole designated by King County)

Soluble sulfide limits may be established on a case-by-case basis depending upon volume of discharge and conditions in the receiving sewer, including oxygen content and existing sulfide concentrations.

**Organic Compounds**

No person shall discharge any organic pollutants that result in the presence of toxic gases, vapors, or fumes within a public or private sewer or treatment works in a quantity that may cause worker health and safety problems.
Organic pollutants subject to this restriction include, but are not limited to: Any organic pollutants compound listed in 40 CFR Section 433.11 (e) (total toxic organics definition), acetone, 2-butanone (MEK), 4-methyl-2-pentanone (MIBK), and xylenes.

**Settleable Solids**

Settleable solids concentrations: 7.0 ml/L
GENERAL CONDITIONS

A. All requirements of King County Code pertaining to the discharge of wastes into the municipal sewer system are hereby made a condition of this discharge authorization.

B. The industrial discharger shall implement measures to prevent accidental spills or discharges of prohibited substances to the municipal sewer system. Such measures include, but are not limited to, secondary containment of chemicals and wastes, elimination of connections to the municipal sewer system, and spill response equipment.

C. Any facility changes, which will result in a change in the character or volume of the pollutants discharged to the municipal sewer system, must be reported to your King County Industrial Waste Program representative. Any facility changes that will cause the violation of the effluent limitations specified herein will not be allowed.

D. In the event the permittee is unable to comply with any of the conditions of this discharge authorization because of breakdown of equipment or facilities, an accident caused by human error, negligence, or any other cause, such as an act of nature the company shall:

1. Take immediate action to stop, contain, and clean up the unauthorized discharges and correct the problem.
2. Immediately notify the King County Industrial Waste Program, 206-263-3000, so steps can be taken to prevent damage to the sewerage system.
3. Submit a written report within 14 days describing the breakdown, the actual quantity and quality of resulting waste discharged, corrective action taken, and the steps taken to prevent recurrence.

E. Compliance with these requirements does not relieve the permittee from responsibility to maintain continuous compliance with the conditions of this discharge authorization or the resulting liability for failure to comply.

F. The permittee shall, at all reasonable times, allow authorized representatives of the King County Industrial Waste Program to enter that portion of the premises where an effluent source or disposal system is located or in which any records are required to be kept under the terms and conditions of this discharge authorization.

G. Nothing in this discharge authorization shall be construed as excusing the permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations including discharge into waters of the state. Any such discharge is subject to regulation and enforcement action by the Washington State Department of Ecology.

H. This discharge authorization does not authorize discharge after its expiration date. If the permittee wishes to continue to discharge after the expiration date, an application must be filed for reissuance of this discharge authorization at least 180 days prior to the expiration date. If the permittee submits its reaplication in the time specified herein, the permittee shall be deemed to have an effective wastewater discharge authorization until the King County Industrial Waste Program issues or denies the new wastewater discharge authorization. If the permittee fails to file its reaplication in the time period specified herein, the permittee will be deemed to be discharging without authorization.

Compliance Investigator: Dana Heinz  Date: 6/29/2011