

COMMON INTEREST AGREEMENT

This Common Interest Agreement (“Agreement”) is entered into by and between the City of Seattle (the “City”), Economic Opportunity Institute (“EOI”), and the Trump-Proof Seattle Coalition (“TPS”) (collectively, the “Parties”).

WHEREAS, on May 1, 2017, the Seattle City Council unanimously passed, and on May 5, 2017, the Mayor signed, Resolution No. 31747 “expressing the City of Seattle’s intent to adopt a progressive income tax targeting high-income households” (the “Resolution”);

WHEREAS, the Resolution states that the “Seattle City Council intends to begin consideration of a progressive income tax ordinance by May 31, 2017, with a goal of Full Council passage by July 10, 2017” (the “Ordinance”);

WHEREAS, EOI and its counsel gained significant expertise in drafting and attempting to pass a similar city income tax measure in the City of Olympia in 2016, that was subject to a pre-election legal challenge;

WHEREAS, TPS members, including EOI, have worked on and called for a similar income tax measure in the City over the past several months;

WHEREAS, the Resolution states that the “Council, Executive, the City Attorney, and members of the Trump Proof Seattle Coalition will work together to craft the ordinance, and may engage outside legal counsel as needed”;

WHEREAS, there is a near certainty that the Ordinance will be challenged in litigation and that such litigation may involve the Parties;

WHEREAS, the Parties share a common interest in drafting the Ordinance such that it will withstand any such legal challenges;

WHEREAS, the City wishes to benefit from EOI’s, TPS’s and their counsel’s expertise as it drafts and defends the Ordinance;

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth herein, the Parties agree as follows:

1. **Common Interests.** The Parties share a common interest in the Ordinance, in drafting the Ordinance in such a way as to withstand any legal challenges, and in defending the legality of the Ordinance in anticipated litigation.
2. **Privileged Communications.** To further their common interests, the Parties agree that they and their legal counsel may discuss and exchange materials related to the legal aspects of the Ordinance and legal strategy. Any communications by or between the Parties in this regard are intended to and shall constitute privileged

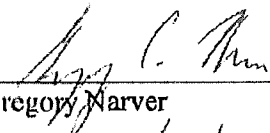
attorney-client communications and privileged attorney work product materials. Any documents or tangible things prepared by any of the Parties or their counsel related to the legality or legal structure of the Ordinance are intended to be and shall constitute attorney-client privileged material and attorney work product, and such privileges shall not be waived solely by the disclosure of such documents or tangible things to other Parties of this Agreement. This Agreement is retroactive to the onset of discussions between the Parties regarding the Ordinance.

3. **Independent Representation.** Nothing in this Agreement shall be construed to affect, restrain, or inhibit the separate and independent representation of each Party by its respective counsel according to what counsel believes to be in his or her client's best interests. The Parties recognize one another's right to devise separate legal strategies, without necessarily sharing any such information with any other Party to this Agreement. Nothing in this Agreement shall obligate any signatory to share or communicate any of its materials with any other Party.
4. **No Waiver.** Counsel for one Party shall not have the authority to waive any applicable privilege or doctrine on behalf of the other Parties. No waiver of any privilege or doctrine by the conduct of any attorney or Party shall be applicable to the other Parties.
5. **No Disqualification of Counsel.** Nothing contained herein shall be deemed to create an attorney-client relationship between any counsel and anyone other than the Party represented by that counsel. The fact that any counsel has entered into this Agreement shall not be used as a basis for seeking to disqualify such counsel from representing a Party in litigation related to the Ordinance, and no counsel who has entered into this Agreement shall be disqualified from examining or cross-examining the representatives of any Party who testify in any proceeding because of such counsel's participation in this Agreement. The Parties further agree that counsel to this Agreement may examine or cross-examine the representatives of any Party who testify at any proceeding.
6. **Withdrawal from Agreement.** A Party may withdraw from this Agreement at any time by notifying counsel for the other Parties in writing of its withdrawal from the Agreement, provided, however, that such termination shall not affect or impair the obligations of confidentiality with respect to materials previously furnished or communications previously made pursuant to this Agreement or any promises of confidentiality contained herein. Thus, all Parties, including the withdrawing Party, shall remain bound by the terms of this Agreement after any withdrawal. A Party's withdrawal from the Agreement shall have no effect on the continuing validity of the Agreement as to the Parties that remain bound.
7. **Counterparts.** This Agreement may be executed in counterparts, which shall have the same force and effect as if executed as a single original document.

CITY OF SEATTLE INCOME TAX ORDINANCE COMMON INTEREST AGREEMENT
SIGNATURE PAGE

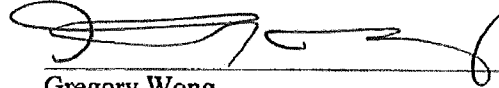
The City, EOI, and TPS, and their counsel acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures below.

City of Seattle



Gregory Narver
Date: 5/12/17

**City of Seattle Counsel, Pacifica Law Group
LLP**



Gregory Wong
Date: 5/18/17

Economic Opportunity Institute

John Burbank
Date: _____

**Economic Opportunity Institute Counsel,
Smith & Lowney, PLLC**

Knoll Lowney
Date: _____

Trump-Proof Seattle Coalition

Katherine Wilson
Date: _____

**Trump-Proof Seattle Coalition Counsel,
Smith & Lowney, PLLC**

Knoll Lowney
Date: _____

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**City of Seattle Counsel, Pacifica Law Group
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Gregory Narver

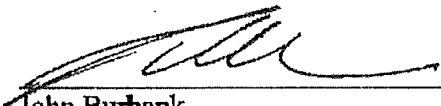
Gregory Wong

Date: _____

Date: _____

Economic Opportunity Institute

**Economic Opportunity Institute Counsel,
Smith & Lowney, PLLC**



John Burbank

Knoll Lowney

Date: 5/15/17

Date: _____

Trump-Proof Seattle Coalition

**Trump-Proof Seattle Coalition Counsel,
Smith & Lowney, PLLC**



Katherine Wilson

Knoll Lowney

Date: May 13, 2017

Date: _____

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**City of Seattle Counsel, Pacifica Law Group
LLP**

Gregory Narver

Gregory Wong

Date: _____

Date: _____

Economic Opportunity Institute

**Economic Opportunity Institute Counsel,
Smith & Lowney, PLLC**

John Burbank

Knoll Lowney

Date: _____

Date: 5/15/17

Trump-Proof Seattle Coalition

**Trump-Proof Seattle Coalition Counsel,
Smith & Lowney, PLLC**

Katherine Wilson

Knoll Lowney

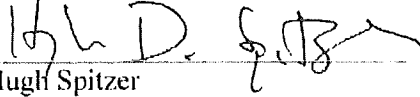
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Date: 5/15/17

CITY OF SEATTLE INCOME TAX ORDINANCE COMMON INTEREST AGREEMENT
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The City, FOI, and TPS, and their counsel acknowledge their agreement and consent to the terms and conditions set forth above through their respective signatures below.

City of Seattle Counsel, Hugh Spitzer


Hugh Spitzer

Date: 5/17/17