## HOUSING AUTHORITY OF THE COUNTY OF KING

#### **RESOLUTION NO. 5806**

A RESOLUTION of the Board of Commissioners of the Housing Authority of the County of King providing for the issuance of the Authority's Revolving Line of Credit Revenue Note, 2025 (Taxable) and Revolving Line of Credit Revenue Note, 2025 (Tax-Exempt), in the combined principal amount of not to exceed \$50,000,000 at any one time outstanding, the proceeds of which will be used to finance or refinance the acquisition, construction, rehabilitation, and equipping of real estate, housing, and related improvements and facilities, to pay costs of issuing the notes, and for other corporate purposes of the Authority; authorizing the execution of the notes; creating a note fund; approving the sale and providing for the delivery of the notes to Bank of America, N.A.; authorizing and directing appropriate officers of the Authority to negotiate, execute and deliver such other documents as are useful or necessary to the purposes of this resolution; and determining related matters.

Adopted October 20, 2025

This document was prepared by:

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# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING; as follows:

- <u>Section 1</u>. <u>Recitals and Findings</u>. The Board of Commissioners (the "Board") of the Housing Authority of the County of King (the "Authority") finds and determines:
- (a) Statutory Authorization. The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) "prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof' (RCW 35.82.070(2)); (ii) issue bonds, notes or other obligations for any of its corporate purpose (RCW 35.82.020(11) and RCW 35.82.130); (iii) pledge any real or personal property or any interest therein (RCW 35.82.070(5)); (iv) "make and execute contracts and other instruments, including but not limited to partnership agreements" (RCW 35.82.070(1)); and (v) "delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper" (RCW 35.82.040). The phrase "housing project" is defined by RCW 35.82.020 to include, among other things, "any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks, or other living accommodations for persons of low income" and the term "housing project" may be applied to the "acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration and repair of improvements and all other work in connection therewith." The Uniform Electronic Transactions Act (chapter 1.80 RCW) provides that each governmental agency of the State "shall determine whether, and the extent to which, a governmental agency will send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use and rely upon electronic records and electronic signatures" (RCW 1.80.170(1)).
- (b) <u>Issuance of the Notes Necessary and Advisable and in the Best Interests of the Authority; Bank Proposal.</u> After due consideration, the Board has determined that it is necessary and advisable and in the best interest of the Authority to borrow money to finance and/or

refinance the acquisition, construction, rehabilitation, and equipping of real estate, housing, and related improvements and facilities, to provide financing for general corporate purposes and operating needs of the Authority, and/or to pay costs of issuing the Notes (as hereinafter defined). Bank of America, N.A. (the "Bank") has proposed to extend a revolving line of credit evidenced by two line of credit notes of the Authority on the terms set forth in this resolution to provide money for those purposes.

<u>Section 2</u>. <u>Definitions</u>. Certain capitalized terms used herein have the meanings set forth in the foregoing Section 1. In addition, as used in this resolution, the following capitalized terms have the following meanings, except as otherwise expressly provided or unless the context otherwise clearly requires:

"Act" means chapter 35.82 of the Revised Code of Washington.

"Authority" means the Housing Authority of the County of King, a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of Washington.

"Authorized Officers" means each of the Authority's President/Chief Executive Officer, Executive Vice President of Administration/Chief Administrative Officer, Executive Vice President of Development, and Senior Vice President of Development and Asset Management, and their respective designees.

"Bank" or "Purchaser" means Bank of America, N.A., or its successor and assign, as Registered Owner of the Notes.

"Board" means the Board of Commissioners of the Authority.

"Business Day" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"County" means King County, Washington.

"Determination of Taxability" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

"Draws" means incremental draws upon the Notes.

"Event of Default" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

"General Revenues" means all revenues of the Authority from any source, but only to the extent that those revenues are available to pay the Obligations and are not now or hereafter pledged or restricted, by law, regulation, contract, covenant, resolution, deed of trust or otherwise (including restrictions relating to funds made available to the Authority under the U.S. Housing Act of 1937), solely to another particular purpose.

"Interest Payment Date" means the first Business Day of each calendar month, and the Termination Date.

"Note" means either the Taxable Note or the Tax-Exempt Note.

"Note Fund" means the Authority's Revolving Line of Credit Revenue Note Fund, 2025 (Taxable/Tax-Exempt), created by this resolution for the purpose of paying principal of and interest and any breakage fee or prepayment penalty on the Notes.

"Note Register" means the books or records maintained by the Note Registrar containing the name and mailing address of the Registered Owner of the Notes.

"Note Registrar" means the President/Chief Executive Officer of the Authority.

"Notes" means, together, the Taxable Note and the Tax-Exempt Note.

"Obligations" means any payment obligations of the Authority under the Revolving Credit Agreement, including without limitation the payment of principal of and interest on the Notes.

"Project" means (1) the acquisition, construction, rehabilitation, and equipping of real estate, housing, and related improvements and facilities, (2) general corporate purposes and operating needs of the Authority, (3) accrued interest on Draws on the Notes, and (4) costs of issuing the Notes.

"Proposal Letter" means the proposal letter to the Authority from the Bank dated August 19, 2025, setting forth certain terms under which the Bank may purchase the Notes, as it may be amended and supplemented, and any commitment letter issued pursuant or supplemental thereto.

"Registered Owner" means the registered owner of each Note, registered as such on the registration books maintained by the Note Registrar.

"Revolving Credit Agreement" means a revolving credit agreement to be entered into between the Authority and the Bank with respect to the Notes, as it may be amended in accordance with its terms.

"Taxable Note" means the Authority's Revolving Line of Credit Revenue Note, 2025 (Taxable).

"Taxable Rate" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

"Tax-Exempt Note" means the Authority's Revolving Line of Credit Revenue Note, 2025 (Tax-Exempt).

"Tax-Exempt Project" means costs of the acquisition, construction, rehabilitation, and equipping of real estate, housing, and related improvements and facilities, in each case of a type properly chargeable (or chargeable upon proper election) to a capital account under general federal

income tax principles, and costs of issuing the Tax-Exempt Note. Unless the Authority has received written confirmation from bond counsel to the effect that use of proceeds of Draws on the Tax-Exempt Note for such purpose will not cause interest on Draws on the Tax-Exempt Note to be included in gross income for federal income tax purposes, "Tax-Exempt Project" specifically excludes (i) the making of loans to non-governmental entities, (ii) the financing of any real estate, housing, improvement or other facility to be used in the trade or business of a non-governmental entity, (iii) working capital expenditures including, without limitation, expenditures for current operating expenses, (iv) accrued interest on Draws on the Notes, *other than* interest accrued on Draws on the Tax-Exempt Note used to finance the housing, related improvements, or facilities, during such time as such housing, improvement, or other facility financed with such Draws is under rehabilitation or construction and is not yet placed in service, and (v) costs to be reimbursed to the Authority, unless such costs were paid no earlier than 60 days prior to the date of issue for federal tax purposes, or for costs incurred prior to that date to the extent such costs represent "preliminary expenditures" or are the subject of an "official declaration of intent to reimburse" as described in the federal regulations under Section 147(f) of the Code.

"Tax-Exempt Rate" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

"Termination Date" shall have the meaning ascribed thereto in the Revolving Credit Agreement.

Section 3. Authorization of the Notes. For the purpose of providing funds with which to finance or refinance costs of the Project, the Authority may borrow money from time to time pursuant to a line of credit extended by the Bank under the terms of this resolution and the Proposal Letter, and shall issue the Notes in the combined principal amount of not to exceed \$50,000,000 at any one time outstanding. Such Note financing is declared and determined to be important for the feasibility of the Project. The Board finds that it is in the best interest of the Authority to issue the Notes for the purposes set forth in this resolution.

Description of the Notes. The Taxable Note shall be called the Authority's Section 4. Revolving Line of Credit Revenue Note, 2025 (Taxable); shall be in a principal amount of not to exceed \$50,000,000 at any one time outstanding; shall be dated its date of delivery; and shall have an initial maturity date of not more than 37 months from its date of issue. Each Draw on the Taxable Note shall bear interest at the Taxable Rate, subject to adjustment upon a change in the Authority's rating or default as set forth in the Revolving Credit Agreement and the Taxable Note. The Authority finds that fixing the interest rate formula for the Taxable Note as described herein and therein is in the best interest of the Authority. Interest on each Draw on the Taxable Note shall accrue from the date of that Draw and shall computed as set forth in the Revolving Credit Agreement. Accrued but unpaid interest on the Taxable Note shall be due and payable on each Interest Payment Date. Interest due and payable on the Taxable Note shall be equal to the amount accrued to, but excluding, the related Interest Payment Date. All outstanding principal of Draws on the Taxable Note shall be due and payable on the Termination Date. If the payment date for principal of or interest on the Taxable Note is a day other than a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended period of time shall be included in the computation of interest; provided, however, the payment of principal of or interest on the Taxable Note on such extended date shall have the same force and

effect as if made on the original payment date. The Taxable Note and the Revolving Credit Agreement shall have such other provisions consistent with the purposes of this resolution as are set forth therein. The Authorized Officers, and each of them acting alone, are authorized to determine and approve the final terms of the Taxable Note and to adjust the title of the Taxable Note to reflect the year of issuance. The execution or authentication of the Taxable Note and the Revolving Credit Agreement by an Authorized Officer shall be conclusive evidence of approval of the terms of the Taxable Note as set forth therein.

The Tax-Exempt Note shall be called the Authority's Revolving Line of Credit Revenue Note, 2025 (Tax-Exempt); shall be in a principal amount of not to exceed \$50,000,000 at any one time outstanding; shall be dated its date of delivery; and shall have an initial maturity date of not more than 37 months from its date of issue. Each Draw on the Tax-Exempt Note shall bear interest at the Tax-Exempt Rate, subject to adjustment upon a change in the Authority's rating, default or a Determination of Taxability as described below and as further set forth in the Revolving Credit Agreement and the Tax-Exempt Note. The Authority finds that fixing the interest rate formula for the Tax-Exempt Note as described herein and therein is in the best interest of the Authority. Interest on each Draw on the Tax-Exempt Note shall accrue from the date of that Draw and shall computed as set forth in the Revolving Credit Agreement. Accrued but unpaid interest on the Tax-Exempt Note shall be due and payable on each Interest Payment Date. Interest due and payable on the Tax-Exempt Note shall be equal to the amount accrued to, but excluding, the related Interest Payment Date. All outstanding principal of Draws on the Tax-Exempt Note shall be due and payable on the Termination Date. If the payment date for principal of or interest on the Tax-Exempt Note is a day other than a Business Day, the date for payment thereof shall be extended, without penalty, to the next succeeding Business Day, and such extended period of time shall be included in the computation of interest; provided, however, the payment of principal of or interest on the Tax-Exempt Note on such extended date shall have the same force and effect as if made on the original payment date. The Tax-Exempt Note and the Revolving Credit Agreement shall have such other provisions consistent with the purposes of this resolution as are set forth therein. The Authorized Officers, and each of them acting alone, are authorized to determine and approve the final terms of the Tax-Exempt Note and to adjust the title of the Tax-Exempt Note to reflect the year of issuance. The execution or authentication of the Tax-Exempt Note and the Revolving Credit Agreement by an Authorized Officer shall be conclusive evidence of approval of the terms of the Tax-Exempt Note as set forth therein.

If a Note is not paid when properly presented at its maturity date, the Authority shall be obligated to pay interest on that Note at then-applicable default rate of interest thereon from and after the maturity date until the Note, both principal and interest, is paid in full.

The Revolving Credit Agreement shall provide certain remedies and options available upon the occurrence of a Determination of Taxability, including the option of the Authority to convert the interest rate on the Tax-Exempt Note to the Taxable Rate.

At the election of the Bank, the interest rates applicable to the Notes will be adjusted to the Default Rate (as defined in the Revolving Credit Agreement) upon the occurrence and during the continuance of an Event of Default, and the interest rate of the Tax-Exempt Note will be adjusted upon a Determination of Taxability, as set forth in the Tax-Exempt Note and the Revolving Credit Agreement. Further, if an Event of Default occurs the Bank may, at its option, increase the facility

fee applicable to the Notes, declare the principal of and interest on the Notes and any other obligations outstanding under the Revolving Credit Agreement immediately due and payable, and/or exercise other remedies to which it is entitled under the Revolving Credit Agreement.

Section 5. Draws on the Notes. The Board authorizes the Authorized Officers, and each of them acting alone, as authorized signors for the Authority, to request Draws on the Notes in accordance with the Revolving Credit Agreement. Proceeds of Draws on the Tax-Exempt Note shall be made only to pay costs of the Tax-Exempt Project. No Draw may exceed the total amount of the costs to be paid (or refinanced) from such Draw, the proceeds of each Draw shall be used promptly to pay (or refinance) those costs, or to reimburse the Authority for such costs paid by the Authority. Draws shall be recorded in such form as the Authority and the Bank may agree. Draws on the Notes shall be limited to an aggregate amount of \$50,000,000 outstanding at any one time.

Optional Prepayment of the Notes. The Authority may prepay any Draw, in Section 6. whole or in part, on any Business Day, provided any prior written notice required by the Revolving Credit Agreement is given by the Authority to the Bank. Any prepayment shall be at a prepayment price equal to par plus accrued interest and may, at the option of the Bank, be subject to a breakage fee or prepayment penalty as set forth in the Revolving Credit Agreement. If the Bank requests such a breakage fee or prepayment penalty, as applicable, it shall provide to the Authority a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such a breakage fee or prepayment penalty, as applicable, in reasonable detail and such certificate shall be conclusive if reasonably determined. Interest on the portion of a Note prepaid shall cease to accrue interest on the date of prepayment. Principal may be reborrowed until the maturity date of the applicable Note, as it may be extended. In the event of prepayment in whole of a Note prior to the Termination Date, that Note shall be deemed to remain outstanding for subsequent Draws absent a written notice to the Bank by the Authority that the prepaid Note is no longer outstanding and available for further Draws. In the event that, prior to the first anniversary of the date of initial delivery of the Notes, the Authority provides written notice to the Bank that the Notes are no longer outstanding or that the principal amount outstanding and available for subsequent Draws has been reduced below \$50,000,000, the Authority shall be required to pay a termination fee or reduction fee, as applicable, in accordance with the terms of the Revolving Credit Agreement.

Section 7. Note Registrar; Registration and Transfer of the Notes. The Notes shall be issued only in registered form as to both principal and interest and recorded on the books and records maintained for the Notes by the Note Registrar (the "Note Register"). The President/Chief Executive Officer of the Authority shall serve as Note Registrar for the Notes. The Note Registrar shall keep, or cause to be kept, at the Note Registrar's office in Tukwila, Washington, the Note Register, which shall contain the name and mailing address of the Registered Owner of each Note. The Note Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Notes in accordance with the provisions of each Note and this resolution, to serve as the Authority's paying agent for the Notes, and to carry out all of the Note Registrar's powers and duties under this resolution.

The Notes may not be assigned or transferred by the Bank without the Authority's consent, except that the Bank may assign or transfer the Notes to any successor to the business and assets of the Bank, upon completion and delivery to the Authority of the assignment form and certificate

of transferee attached to the Note. The Note Registrar shall not be obligated to exchange or transfer a Note during the five days preceding any payment date, prepayment date, or the maturity date.

Section 8. Place, Manner and Medium of Payment. Both principal of and interest on the Notes shall be payable in lawful money of the United States of America and shall be paid by check mailed to arrive on or before each payment date, or in immediately available funds delivered on or before each payment date, to the Registered Owner of each Note at the address appearing on the Note Register on the date payment is mailed or delivered. Upon the final payment of principal of and interest on a Note, the Registered Owner shall surrender the Note at the principal office of the Note Registrar, for destruction or cancellation in accordance with law.

Section 9. Note Fund; Security for the Notes. The Note Fund is hereby established as a special fund of the Authority and is designated the Authority's Revolving Line of Credit Revenue Note Fund, 2025 (Taxable/Tax-Exempt). The Note Fund shall be drawn upon for the sole purpose of paying the Obligations including, without limitation, principal of and interest on the Notes, together with any breakage fees, prepayment penalties, termination fees, or reduction fees applicable to the Notes. The Authority hereby pledges a lien on and security interest in the General Revenues consistent with RCW 35.82.130, and covenants to deposit General Revenues into the Note Fund in amounts sufficient to pay when due the Obligations, including, without limitation, principal of and interest on the Notes, together with any breakage fees, prepayment penalties. termination fees, or reduction fees applicable to the Notes. The foregoing pledge of General Revenues shall be valid and binding from the time when it is made. The General Revenues so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge without any physical delivery thereof or further action, and lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Authority, irrespective of whether the parties have notice thereof.

The Authority reserves without limitation the right to issue other obligations, the principal of and interest on which are to be paid from the General Revenues on a parity with payments on the Notes. At its option, the Authority may pledge any portion of the General Revenues to the payment of other obligations of the Authority, such payments to have priority over the payments to be made on the Notes with respect to that portion of the General Revenues so pledged.

The Notes shall not be a debt of the County, the State of Washington or any political subdivision thereof (except the Authority from the source specified herein), and the Notes shall so state on their face. Neither the County, the State of Washington nor any political subdivision thereof (except the Authority from the source specified herein) shall be liable for payment of the Notes nor in any event shall principal of and interest on the Notes be payable out of any funds other than the Note Fund of the Authority established herein. The owner of the Notes shall not have recourse to any other fund of the Authority other than the Note Fund, or to any other receipts, revenues or properties of the Authority other than as described herein and in the Notes. The Authority has no taxing power.

Neither the Authority (except to the extent of the pledge of its General Revenues) nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Notes.

Section 10. Preservation of Tax Exemption for Interest on Tax-Exempt Note. The Authority covenants that it will take all actions necessary to prevent interest on the Tax-Exempt Note from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Note or other funds of the Authority treated as proceeds of the Tax-Exempt Note at any time during the term of the Tax-Exempt Note which would cause interest on the Tax-Exempt Note to be included in gross income for federal income tax purposes. The Authority also covenants that it will, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to the Tax-Exempt Note, take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with the Tax-Exempt Note, including the calculation and payment of any penalties that the Authority has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Tax-Exempt Note from being included in gross income for federal income tax purposes.

Section 11. Lost, Stolen or Destroyed Notes. In case any Note shall be lost, stolen or destroyed after delivery to the Registered Owner, the Note Registrar may execute and deliver a new Note of like series, date and tenor to the Registered Owner upon the Registered Owner paying the expenses and charges of the Authority and upon filing with the Note Registrar evidence satisfactory to the Note Registrar that such Note was actually lost, stolen or destroyed and of the Registered Owner's ownership thereof, and upon furnishing the Authority with indemnity reasonably satisfactory to the Authority.

Section 12. Form and Execution of Notes. The Notes shall be in a form consistent with the provisions of this resolution and state law, shall bear the manual or facsimile signatures of the Chair of the Board and the President/Chief Executive Officer and shall be impressed with the seal of the Authority or shall bear a manual or facsimile thereof. A Note shall not be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Note bears a Certificate of Authentication manually signed by the Note Registrar stating "This Note is the fully registered Revolving Line of Credit Revenue Note, 2025 ([Taxable/Tax-Exempt]), of the Authority described in the Note Resolution." A minor deviation in the language of such certificate shall not void a Certificate of Authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on a Note ceases to be an officer of the Authority authorized to sign notes before the Note bearing such officer's facsimile signature is authenticated or delivered by the Note Registrar or issued by the Authority, the Note nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the Authority as though that person had continued to be an officer of the Authority authorized to sign notes. A Note also may be signed on behalf of the Authority by any person who, on the actual date of signing of the Note, is an officer of the Authority authorized to sign notes, although such person did not hold the required office on the date of issuance of the Note.

<u>Section 13</u>. <u>Authorization of Documents and Execution Thereof</u>. The Authority authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Notes and this resolution and the consummation by the Authority of

all other transactions contemplated by this resolution in connection with the issuance of the Notes. The Board further authorizes the Authorized Officers, and each of them acting alone, to negotiate, approve, execute and deliver the Revolving Credit Agreement and such other instruments and agreements as may be necessary or desirable in connection with the sale of the Notes to the Bank. The Authorized Officers, and each of them acting alone, are authorized to negotiate, execute and deliver documents reasonably required to be executed in connection with the issuance of the Notes and to ensure the proper use and application of the proceeds of the Notes.

The Notes will be prepared at the Authority's expense and will be delivered to the Bank together with the approving legal opinion of Foster Garvey P.C., municipal bond counsel of Seattle, Washington, regarding the Notes.

Section 14. Approval of Transaction. The Bank has offered to purchase the Notes under the terms and conditions contained in this resolution and the Proposal Letter, including the payment of the fees and expenses of the Bank's legal counsel, and any other out-of-pocket costs incurred by the Bank, each payable at closing, and an ongoing unused commitment fee. The Board finds that the Bank's offer is in the best interest of the Authority and accepts such offer.

Section 15. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board may in the absence of such person be taken by the duly authorized acting Chair of the Board. Any action required by this resolution to be taken by the President/Chief Executive Officer of the Authority may in the absence of such person be taken by the Executive Vice President of Administration/Chief Administrative Officer, Executive Vice President of Development, or Senior Vice President of Development and Asset Management of the Authority.

Section 16. Authorization for Extension and Modification of the Notes. The Authorized Officers, and each of them acting alone, without further action of the Board but with the consent and approval of the Bank, in the Bank's sole discretion, to (A) extend the then-current maturity date of the Notes or either Note to any date on or before December 31, 2035; and/or (B) modify the interest rate or interest rate formulae applicable to Draws on the Notes or either Note, in each case if such Authorized Officer determines that such extension and/or modification is in the best interest of the Authority, all so long as no other material term of the Notes is revised (unless otherwise authorized by the Board). The Authorized Officers, and each of them acting alone, are authorized to do everything necessary for the execution and delivery of such documents as are useful or necessary to such extension of maturity and/or modification of interest rate or interest rate formulae. An Authorized Officer's execution of documents in connection with the modification and/or extension of a Note will constitute conclusive evidence of such Authorized Officer's approval of the extensions, modifications and/or other terms described therein and the approval by the Authority of such extensions, modifications and/or other terms.

<u>Section 17</u>. <u>Ratification and Confirmation</u>. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 18. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Notes.

<u>Section 19</u>. <u>Effective Date</u>. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the County of King at an open public meeting this 20<sup>th</sup> day of October, 2025.

HOUSING AUTHORITY OF THE COUNTY OF KING

Bv:

**JERRY LEE**, Chair Board of Commissioners

ATTEST:

ROBIN WALLS
Secretary-Treasurer

11

#### **CERTIFICATE**

I, the undersigned, the duly chosen, qualified and acting Secretary and President/Chief Executive Officer of the Housing Authority of the County of King (the "Authority") and keeper of the records of the Authority, CERTIFY:

- 1. That the attached Resolution No. 5806 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority as adopted at a regular meeting of the Authority held at the regular meeting place on October 20, 2025 (the "Meeting"), and duly recorded in the minute books of the Authority:
- That the public was notified of access options for remote participation in the Meeting via the Authority's website; and;
- 3. That the Meeting was duly convened, held, and included an opportunity for public comment, in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting, and a majority of the members of the Board of Commissioners of the Authority present at the Meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the 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 20th day of October, 2025.

of Mart

Robin Walls, Secretary and President/Chief

Executive Officer of the Authority