

HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION NO. 5467

A RESOLUTION providing for the issuance of the Authority's Revenue Note, 2014 (Gilman Square Project) in the principal amount of not to exceed \$25,000,000, which note shall be issued to finance and/or refinance the acquisition, construction and rehabilitation of the Gilman Square Apartments; determining the form, terms and covenants of the note; creating a note fund; approving the sale and providing for the delivery of the note to Bank of America, N.A. or another affiliate of Bank of America Corporation; and authorizing the execution and delivery of a contingent loan agreement in connection with the financing or refinancing of the costs of acquisition, construction and rehabilitation of the Gilman Square Apartments.

Adopted April 21, 2014

This document was prepared by:

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WHEREAS, the Housing Authority of the County of King (the "Authority") seeks to encourage the provision of housing for low-income persons residing in King County, Washington (the "County"); and

WHEREAS, RCW 35.82.070(2) provides that a housing authority may acquire and operate housing projects; and

WHEREAS, RCW 35.82.020(11) and 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes; and

WHEREAS, RCW 35.82.040 provides that a housing authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper; and

WHEREAS, the Board of Commissioners of the Authority has determined that it is necessary and advisable that the Authority borrow money to finance and/or refinance the acquisition, construction and rehabilitation of housing and related facilities in connection with the Gilman Square Apartments (the "Project"); and

WHEREAS, Bank of America, N.A. has proposed that it, or another affiliate of Bank of America Corporation, extend a non-revolving line of credit evidenced by a line of credit note of the Authority on the terms set forth in this resolution to provide money for those purposes;

WHEREAS, the Authority intends to submit an application for credit enhancement supporting obligations of the Authority relating to the Project, in the form of a Contingent Loan Agreement, to King County, Washington (the "County"); NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING as follows:

Section 1. Definitions. As used in this resolution, the following words have the following meanings:

"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.

"Bank" means Bank of America, N.A., or another affiliate of Bank of America Corporation, as registered owner of the Note.

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

"Contingent Loan Agreement" means a Contingent Loan Agreement to be entered into by and between the Authority and the County, providing credit enhancement for interim and permanent financing relating to the Project, together with any amendments or supplements thereto made in accordance with the terms thereof.

"County" means King County, Washington.

"Default Rate" means 4% in excess of the otherwise applicable interest rate.

"Draws" means incremental draws upon the Note.

“Event of Default” means (i) nonpayment of principal, interest or other amounts under the Note or this resolution; (ii) failure to perform or observe covenants set forth in this resolution or in the Proposal Letter; (iii) any material representation in this resolution or the closing documents delivered in connection with the issuance and delivery of the Note proves to have been incorrect when made or confirmed; (iv) any voluntary or involuntary bankruptcy, insolvency or debt moratorium has been filed by or declared against the Authority; (v) inability of the Authority to pay its debts as they come due; (vi) actual or asserted invalidity of this resolution; (vii) failure to maintain the tax-exempt status of interest on the Note; (viii) the County declines the Authority’s application for a Contingent Loan Agreement providing credit enhancement for financing relating to the Project; and/or (ix) the County fails to approve the Authority’s application for a Contingent Loan agreement providing credit enhancement for financing relating to the Project within one year after the date the Note is issued and delivered to the Bank.

“General Revenues” means all revenues of the Authority from any source, but only to the extent that those revenues are available to pay debt service on the Note and are not now or hereafter pledged, 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 quarter.

“LIBOR” means, for any applicable interest period, the rate per annum equal to the London Interbank Offered Rate (or a comparable or successor rate that is approved by the Bank), as published by Bloomberg (or other commercially available source providing quotations of such rate, as selected by the Bank from time to time) at 11:00 a.m. London, England time two

London Banking Days before the commencement of the interest period, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a term equivalent to such interest period. If such rate is not available at such time for any reason, then the rate for that interest period will be determined by such alternate method as reasonably selected by the Bank to be substantially equivalent to LIBOR for such interest period.

“London Banking Day” means a day on which Banks in London, England are open for business and dealing in offshore dollars.

“Maturity Date” means January 1, 2017, as such date may be extended in accordance with Section 3.

“Note” means the Authority’s Line of Credit Revenue Note, 2014 (Gilman Square Project).

“Note Fund” means the Authority’s Line of Credit Revenue Note Fund, 2014 (Gilman Square Project), created by this resolution for the purpose of paying principal of and interest on the Note.

“Note Register” means the books or records maintained by the Note Registrar containing the name and mailing address of the registered owner of the Note.

“Note Registrar” means the Executive Director of the Authority.

“Project” means, depending upon the context, (1) the acquisition, construction and rehabilitation of the Gilman Square Apartments in Issaquah, Washington or (2) the Gilman Square Apartments.

“Proposal Letter” means the proposal letter with respect to the Note provided to the Authority by the Bank dated April 16, 2014, as it may be amended and supplemented, setting forth certain terms under which the Bank proposes to purchase the Note.

Section 2. Authorization and Description of Note. For the purpose of providing funds with which to finance all or part of the costs of the Project and pay costs of issuing the Note, the Authority may borrow money from time to time pursuant to a non-revolving line of credit extended by the Bank under the terms of this resolution and the Proposal Letter, and shall issue the Note in a principal amount of not to exceed \$25,000,000. The Note shall be designated the Line of Credit Revenue Note, 2014 (Gilman Square Project) of the Authority; shall be issued in registered form; shall be dated its date of delivery to the Bank; and shall mature on the Maturity Date.

The Authority may request Draws upon the Note in any amount on any business day during the term of the Note for the purposes identified above, subject to the terms of the Proposal Letter. No Draw may exceed the total amount of the costs to be paid from such Draw, and the proceeds of each Draw shall be used immediately to pay 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 shall be limited to an aggregate principal amount of \$25,000,000. Interest on each Draw shall accrue from the date of that Draw, shall be computed on the principal amount of the Draw outstanding for the actual number of days the principal amount of the Draw is outstanding on the basis of the actual number of days elapsed in a 360-day year, and shall be paid in arrears on each Interest Payment Date. Each Draw shall reduce dollar-for-dollar the amount available to be drawn under the Note. .

Each Draw shall accrue interest at a per annum rate equal to the sum of (a) 70% of LIBOR, plus 1.40%, as determined for the interest period selected by the Authority, subject to adjustment upon the occurrence of an Event of Default as described herein. Each interest period

must be one, two, three or six months, with such interest rate period selected by the Authority at the time of each Draw. At the end of each interest period applicable to a Draw, the interest rate applicable to the Draw will be reset for an interest period of equal length to the interest period then expiring, unless the Executive Director or his or her designee notifies the Bank at least three London Banking Days prior to the end of the interest period that it wishes to use one of the other available interest periods.

If an Event of Default has occurred and is continuing, the Bank may, by notice to the Authority, increase the interest rate to the Default Rate. If the Note is not paid when properly presented at the Maturity Date, the Authority shall be obligated to pay interest on the Note from and after the Maturity Date until the principal of and interest on the Note is paid in full.

Section 3 Authorization for Extension and Modification of Note. The Executive Director is authorized, without further action of the Board but only with the consent and approval of the Bank, in the Bank's sole discretion, to (A) extend the then-current Maturity Date of the Note to any date on or before January 1, 2020, and (B) modify the interest rate or interest rate formulae applicable to Draws on the Note, so long as the interest rate formula selected to be applicable to the Note immediately after such modification does not cause the Note to bear interest at a rate in excess of 5% per annum, if the Executive Director determines that such extension and/or modification is in the best interest of the Authority, all as long as such modifications do not cause interest on the Note to be included in gross income for federal income tax purposes and the provisions of Section 7 of this resolution regarding security for the Note are not changed in any material respect. The Executive Director is authorized to do everything necessary for the execution and delivery of such documents as are useful or necessary to such extension of maturity and modification of the interest rate formula, including but not limited to

the payment of Bank fees and execution of documents. The Executive Director's execution of documents in connection with the modification or extension of the Note as described herein will constitute conclusive evidence of his or her approval of the extensions and/or modifications described therein and the approval of the Authority of such extensions and/or modifications.

Section 4. Designation of Officers to Make Draws. The Board authorizes the Executive Director or his or her designee to make Draws against the Note in such amounts, at such times and with such interest rate period as he or she may determine hereafter, those Draws to be made in accordance with the terms and provisions set forth herein and in the Proposal Letter.

Section 5. Note Registrar; Registration and Transfer of Note. The Executive Director of the Authority shall serve as Note Registrar for the Note. The Note Registrar shall keep, or cause to be kept, at his or her office in Tukwila, Washington, sufficient books for the registration of the Note (the "Note Register"), which shall contain the name and mailing address of the registered owner of the Note. The Note Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Note in accordance with the provisions of the Note and this resolution, to serve as the Authority's paying agent for the Note and to carry out all of the Note Registrar's powers and duties under this resolution.

The Note shall be issued only in registered form as to both principal and interest and recorded on the Note Register. The Note may not be assigned or transferred by the Bank, except that the Bank may assign or transfer the Note to any successor to the business and assets of the Bank.

Section 6. Place, Manner and Medium of Payment. Both principal of and interest on the Note shall be payable in lawful money of the United States of America solely out of the Note

Fund. Payment of interest on each Interest Payment Date, and of principal at maturity or prepayments of principal, shall be paid by check or draft of the Authority mailed or by immediately available funds delivered on or before each Interest Payment Date or the maturity or prepayment date to the registered owner at the address appearing on the Note Register on the last day of the month preceding the payment date. Upon the final payment of principal of and interest on the Note, the registered owner shall surrender the Note at the principal office of the Note Registrar in Tukwila, Washington, for destruction or cancellation in accordance with law.

Section 7. Prepayment of Note. The Authority reserves the right to prepay all or a portion of the principal of the Note at any time. Any prepayment shall be accompanied by the amount of accrued interest on the principal amount prepaid. If any Draw is prepaid in whole or in part (with a payment being considered a “prepayment” if it is made on any day other than the last day of the applicable interest period), the amount prepaid shall be accompanied by a prepayment fee. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss, cost or expense incurred by it as a result of the prepayment, including any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain the amount prepaid or from fees payable to terminate the deposits from which such funds were obtained. The Authority shall also pay any customary administrative fees charged by the Bank in connection with the foregoing. For the purposes of this paragraph, the bank shall be deemed to have funded each prepaid amount by a matching deposit or other borrowing in the applicable interbank market, whether or not such amount was in fact so funded.

Written notice to the Bank of any intended prepayment or redemption of the Note shall not be required. Interest on the Note or the portion thereof so prepaid shall cease to accrue on the date of such prepayment.

Section 8. Note Fund; Security for the Note. The Note Fund is created as a special fund of the Authority and is to be known as the Line of Credit Revenue Note Fund, 2014 (Gilman Square Project). The Note Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Note. The Authority pledges to deposit into the Note Fund, from General Revenues, from the proceeds of bonds or other permanent financing or refinancing for all or a portion of the Project, from sale proceeds derived from sale of any portion of the Project, and from amounts received from the County for such purpose pursuant to the Contingent Loan Agreement, amounts sufficient to pay the principal of and interest on the Note when due.

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 parity with payments on the Note, provided that such issuance does not cause an Event of Default. 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 Note with respect to that portion of the General Revenues so pledged, provided such pledge does not cause an Event of Default.

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

None of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Note.

Section 9. Form and Execution of Note. The Note shall be prepared 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 Executive Director of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

To be valid or obligatory for any purpose or entitled to the benefits of this resolution, the Note shall bear a Certificate of Authentication in the following form:

CERTIFICATE OF AUTHENTICATION

This Note is the fully registered Line of Credit Revenue Note, 2014 (Gilman Square Project), of the Authority described in the Note Resolution.

[specimen]
Executive Director of the Authority and Note Registrar

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 the Note ceases to be an officer of the Authority authorized to sign notes before the Note are authenticated or delivered by the Note Registrar or issued by the Authority, the Note nevertheless may be authenticated, delivered and issued 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 the Note. The 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 he or she did not hold the required office on the date of issuance of the Note.

Section 10. Preservation of Tax Exemption for Interest on the Note. The Authority covenants that it will take all actions necessary to prevent interest on the 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 Note or other funds of the Authority treated as proceeds of the Note at any time during the term of the Note that would cause interest on the 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 Note, take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with the 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 Note from being included in gross income for federal income tax purposes.

Section 11. Proposal Letter Reporting Requirements; Covenants. The Authority covenants and agrees for so long as the Note remains outstanding to deliver to the Bank the following financial information and statements:

- Within 10 days of receipt, the Authority's annual State Audit Report.
- Within 60 days of each quarter end (including the last quarter in each fiscal year), the Authority's internally prepared quarterly financial statements;
- Within 45 days of adoption, the Authority's annual Board-authorized budget; and
- As soon as available, notice of any action by the County, including, without limitation, approval or rejection, with respect to the Authority's application to the County with respect to the Contingent Loan Agreement.

The Authority further covenants and agrees, for so long as the Note remains outstanding, as follows:

(a) It will provide other information with respect to the affairs, conditions and/or operations, financial or otherwise, of the Authority, as the Bank may from time to time reasonably request.

(b) Unless payment of the Note is otherwise provided for, or before the Maturity Date, it shall issue debt obligations in an amount sufficient to generate net proceeds, together with other available resources of the Authority, to pay the Note in full.

(c) Without the prior written consent of the Bank, it will not encumber, pledge or grant any lien (whether voluntary or involuntary) against any portion of the Project; provided, however, that this covenant shall not apply to construction and/or material liens filed in the ordinary course of business during the construction, repair, renovation or rehabilitation of the Project.

(d) It shall establish, maintain and collect rents and charges sufficient for payment of (i) all costs of operation and maintenance, and (ii) all amounts that the Authority is obligated to pay from its General Revenues.

(e) The Authority shall preserve and maintain the Project and shall not sell or dispose of any material portion of the Project without the prior written consent of the Bank.

(f) Within 180 days of the initial delivery of the Note to the Bank, the Authority will submit an application to the County for approval of the Contingent Loan Agreement to support issuance of long-term debt in an amount sufficient to refund and retire the Note.

(g) The Authority will pay the Bank, on demand, the Bank's costs or losses arising from any Change in Law that are allocated to the line of credit evidenced by the Note (the "Facility") or any credit outstanding under the Facility. The allocation will be made as determined by the Bank, using any reasonable method. The costs include, without limitation, the following:

(i) any reserve or deposit requirements (excluding any reserve requirement already reflected in the calculation of the interest rate under the Facility); and

(ii) any capital requirements relating to the Bank's assets and commitments for credit.

"Change in Law" means the occurrence, after the date of the Bank's commitment to provide the Facility, of the adoption or taking effect of any new or changed law, rule,

regulation or treaty, or the issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives issued in connection with that Act, and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted or issued.

Section 12. Authorization of Documents and Execution Thereof. The Authority authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Note and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Note. The appropriate Authority officials are authorized and directed to do everything necessary for the issuance, execution and delivery of the Note. The Executive Director of the Authority is authorized to execute the Note and any other documents reasonably required to be executed in connection with the issuance of the Note and to ensure the proper use and application of the proceeds of the Note, and to effect any extension of the maturity of the Note as described in Section 3.

The Note will be prepared at the Authority’s expense and will be delivered to the Bank together with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, regarding the Note.

Section 13. Approval of Transaction. The Bank has issued a Proposal Letter proposing to purchase the Note at a price of par, under the terms and conditions contained in this

resolution and the Proposal Letter, including the payment of a fee to the Bank in the amount of \$5,000 plus the fees and expenses of the Bank's legal counsel, not to exceed \$3,000 plus disbursements, and any other out-of-pocket costs incurred by the Bank, each payable at closing. The Board finds that the Bank's proposal is in the best interest of the Authority and authorizes the Executive Director of the Authority to accept an offer on the same terms and conditions as contained in the Proposal Letter, and covenants that it will comply with all terms and conditions of the Proposal Letter. The Authority covenants that it will pay or cause to be paid, when due, the fees described in this Section 13 and Section 11(g), and pledges its General Revenues and the other funds to be deposited in the Note Fund pursuant to Section 8 to the payment of such fees.

Section 14. Authorization of Contingent Loan Agreement and Execution Thereof. It is anticipated that the County will agree to provide credit enhancement for the obligations of the Authority relating to the Project, including the Note, in the form of a Contingent Loan Agreement with the Authority. The Board finds that entering into the Contingent Loan Agreement is in the best interest of the Authority, and therefore authorizes the Executive Director to negotiate and accept the Contingent Loan Agreement on behalf of the Authority. The Authority authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Contingent Loan Agreement and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the Contingent Loan Agreement. The Executive Director of the Authority is authorized and directed to execute and deliver, on behalf of the Authority, the Contingent Loan Agreement and any other documents that may be useful or necessary in connection therewith, or that may be required by the County as a condition to delivery of the Contingent Loan Agreement.

Section 15. Security for the Repayment of Loans Under the Contingent Loan Agreement. The Authority pledges its General Revenues as security for the repayment of the loans made by the County under the Contingent Loan Agreement. 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 under the Contingent Loan Agreement. 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 under the Contingent Loan Agreement with respect to that portion of the General Revenues so pledged.

Section 16. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Chair of the Board or a Deputy Executive Director of the Authority, respectively.

Section 17. Ratification and Confirmation. 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. Effective Date. 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 21st day of April, 2014.

HOUSING AUTHORITY OF THE COUNTY OF KING

By:  Chair

ATTEST:


Executive Director

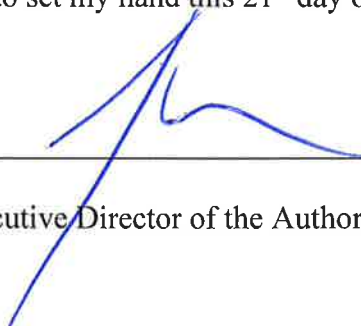
CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director 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. 5467 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners (the "Board") of the Authority, as adopted at a meeting of the Authority held on April 21, 2014, and duly recorded in the minute books of the Authority.

2. That such 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 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 21st day of April, 2014.



Executive Director of the Authority