

MEETING NOTICE

**SPECIAL MEETING OF THE
BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY
OF SNOHOMISH COUNTY**

**DATE: Wednesday, January 14, 2026
TIME: 3:00 PM
LOCATION: HASCO Main Office
12711 4th Ave W
Everett, WA 98204**

AGENDA

A. PUBLIC COMMENT

B. ROLL CALL

CONSENT ITEMS

C. APPROVE Agenda for the January 14, 2026 Special Meeting.....1

ACTION ITEMS

D. Resolution No. 2565 Ratifying the Purchase and Sale Agreement and Authorizing the Acquisition of The Allegro Apartments.....2

E. Resolution No. 2566 Authorizing the Issuance Bonds or a Note.....5

ADJOURNMENT

**HOUSING AUTHORITY OF SNOHOMISH COUNTY
RESOLUTION NO. 2565**

**RATIFYING THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE
ACQUISITION OF THE ALLEGRO APARTMENTS**

WHEREAS, there exists in Snohomish County an increasing shortage of affordable housing opportunities, and the mission of the Housing Authority of Snohomish County (HASCO) is to expand affordable housing options for people residing within Snohomish County; and

WHEREAS, HASCO seeks to further its mission in part through the preservation of existing affordable housing opportunities in areas with significantly appreciating housing costs; and

WHEREAS, the Allegro Apartments (the “Project”), located on real property described in Exhibit A hereto, comprised of 240 units located at 16605 Ash Way, Lynnwood, Washington 98037, was offered for sale by Allegro Assets LLC, a Washington limited liability company and 16525 Ash Way LLC, a Washington limited liability company, together, the current private owners of the Project (collectively, the “Seller”); and

WHEREAS, the location of the Project is within HASCO’s area of operation, as it is within the boundaries of unincorporated Snohomish County and was not within the territorial boundaries of any city, including the City of Lynnwood; and

WHEREAS, HASCO has negotiated an offer to purchase the Project for \$77,490,000, and the Seller accepted the offer; and

WHEREAS, HASCO and Seller signed a Purchase and Sale Agreement and Joint Escrow Instructions (the “Agreement”) on November 4, 2025 for HASCO to purchase the Project from Seller; and

WHEREAS, the Agreement has been amended multiple times to extend the due diligence period; and

WHEREAS, HASCO intends to operate the Project as rental housing at rents that are affordable in part to households with incomes at or below 80% of area median income; and

WHEREAS, the Project is located within a quarter mile radius of a future Sound Transit light rail station and will allow for affordable housing options along a high frequency transit corridor; and

WHEREAS, HASCO’s acquisition of the Project will further its mission and the housing goals of the region in a manner that is considerably less expensive than constructing the same number of new housing units.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF SNOHOMISH COUNTY AS FOLLOWS:

The Board hereby:

1. Ratifies the execution of the Agreement and all amendments to the Agreement by the Chief Executive Officer.
2. Authorizes the Chief Executive Officer to close on the acquisition of the Project.
3. Authorizes the Chief Executive Officer to:
 - i. Negotiate, amend, supplement, modify, execute, acknowledge and deliver any and all documents necessary in connection with the acquisition of the Project, in the name of and on behalf of HASCO;
 - ii. Take such actions as shall be necessary, convenient, desirable or appropriate to perform the obligations of HASCO relating to the acquisition of the Project; and
 - iii. Take such further actions as in the Chief Executive Officer's judgment shall be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of the authorizing resolution adopted hereby.

DATED, this 14th day of January, 2026.

The Chairperson thereupon declared said motion carried and said Resolution adopted.

Joe Alonzo, Chairperson

SEAL

ATTEST

Secretary

Exhibit A

Project Legal Description

The Land referred to herein below is situated in the County of Snohomish, State of Washington, and is described as follows:

PARCEL I:

PARCEL A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 13-100967 BLA, RECORDED UNDER RECORDING NO. 201610260725, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NO. 202204200456.

PARCEL II:

THAT PORTION OF LOT 1, BLOCK 6, ALDERWOOD MANOR NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGES 74, 75 AND 76, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF 20TH AVENUE WEST, AS CONDEMNED IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 95-2-05319-8;

EXCEPT THE SOUTH 340.16 FEET AS MEASURED ALONG THE EAST LINE OF SAID LOT 1;

ALSO EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER RECORDING NO. 202204200456,

SITUATE IN THE COUNTY OF SNOHOMISH AND STATE OF WASHINGTON.

HOUSING AUTHORITY OF SNOHOMISH COUNTY

RESOLUTION NO. 2566

A RESOLUTION providing for the issuance of tax-exempt revenue bonds and a note of the Authority, each in the aggregate principal amount of not to exceed \$85,000,000, the proceeds of which will be used to make a loan to HASCO Allegro Lynnwood LLC, a Washington limited liability company of which the Authority is the sole member and manager, for the purpose of financing the acquisition of the Allegro Apartments in unincorporated Snohomish County, Washington, and to pay costs of issuing the note and bonds; approving the sale and providing for the delivery of the note to KeyBank, N.A.; approving the issuance and sale of bonds to KeyBanc Capital Markets Inc.; delegating to the Chief Executive Officer of the Authority the authority to negotiate a final form of bond purchase agreement, loan agreement, continuing disclosure agreement and tax certificate, and to deem the preliminary official statement final; approving the form of trust indenture relating to the bonds; authorizing the officers and Chief Executive Officer of the Authority to amend and execute such documents and other related documents; and authorizing actions of the limited liability company by the officers and Chief Executive Officer of the Authority acting on behalf of the Authority as sole member and manager of such limited liability company.

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

WHEREAS, RCW 35.82.070(2) provides that a housing authority may acquire and provide for the construction, reconstruction, improvement, alteration or repair of housing projects; and

WHEREAS, RCW 35.82.020(9) defines “housing project” 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 “to provide decent, safe, and sanitary urban and rural dwellings, apartments, mobile home parks, or other living accommodations for senior citizens”; 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 35.82.070(1) permits a housing authority to “make and execute contracts and other instruments . . . necessary or convenient to the exercise of the powers of the authority”; and

WHEREAS, the Board of Commissioners of the Authority deems it necessary and advisable and in the best interests of the Authority to issue its Revenue Bonds (Allegro Apartments Project), Series 2026 (the “Bonds”), in one or more series and in an aggregate principal amount not to exceed \$85,000,000, for the purpose of making a loan to HASCO Allegro Lynnwood LLC, a Washington limited liability company (the “Borrower”), of which the Authority is the sole member and manager; and

WHEREAS, the Borrower will use the proceeds of the Bonds to finance the acquisition of a 240-unit apartment complex located at 16605 and 16525 Ash Way, in unincorporated Snohomish County, Washington 98037 (the “Project”), and to pay costs of issuance of the Bonds; and

WHEREAS, the location of the Project is within the area of operation of the Authority, as it is within the County and is not within the territorial boundaries of any city; and

WHEREAS, it is anticipated that KeyBanc Capital Markets Inc. will offer to purchase the Bonds under the terms and conditions set forth in this resolution; and

WHEREAS, the Board of Commissioners of the Authority has determined that it is necessary and advisable that the Authority authorize the issuance of the Note (as hereinafter defined), in a principal amount not to exceed \$85,000,000, to finance all or a portion of the costs

of the Borrower’s acquisition of the Project in the event market conditions are such that the Bonds may not be issued in time to accomplish the Project; and

WHEREAS, KeyBank, N.A., by itself or through one of its affiliates, (collectively, the “Lender”) has proposed to extend a taxable loan evidenced by a taxable bridge note of the Authority on the terms set forth in this resolution to provide money for that purpose; and

WHEREAS, RCW 35.82.040 authorizes the Authority to “delegate to one or more of its agents or employees such powers or duties as it may deem proper.”

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

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

“Act” means chapter 35.82 of the Revised Code of Washington.

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

“Board” means the Board of Commissioners of the Authority.

“Bond Counsel” means Pacifica Law Group LLP.

“Bond Fund” means the Authority’s Revenue Bond Fund (Allegro Apartments Project), Series 2026 authorized by this resolution for the purpose of paying principal of and interest on the Bonds.

“Bond Purchase Contract” means a Bond Purchase Contract among the Underwriter, the Borrower and the Authority relating to the sale of the Bonds.

“Bond Registrar” means the entity serving as registrar, authenticating agent and paying agent under the Indenture, initially the Trustee.

“Bond” or “Bonds” means the one or more of the Authority’s Revenue Bonds (Allegro Apartments Project), Series 2026, issued in one or more series pursuant to, under the authority of and for the purposes provided in this resolution.

“Borrower” means HASCO Allegro Lynnwood LLC, a Washington limited liability company, the sole member and manager of which is the Authority.

“Business Day” means any day, other than a Saturday or Sunday, on which banking institutions are open in the state of Washington.

“Chief Executive Officer” means the Chief Executive Officer of the Authority.

“Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Authority and U.S. Bank Trust Company, National Association, as dissemination agent, relating to the Bonds, including any supplements or amendments thereto.

“County” means Snohomish County, Washington.

“Deed of Trust” means the Deed of Trust, Assignment of Leases and Security Agreement and Fixture Filing Bonds, under which the Borrower will be grantor and the Trustee is to be beneficiary, including any supplements or amendments thereto.

“Federal Tax Certificate” means the Federal Tax Certificate executed by the Authority with respect to the Bonds.

“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 Bonds 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.

“Indenture” means the Trust Indenture between the Authority and the Trustee relating to the Bonds, including any supplements or amendments thereto made in conformity herewith and therewith.

“Lender” means KeyBank, N.A., or any of its affiliates who may originate the taxable bridge note evidenced by the Note, as registered owner of the Note.

“Note” means the Authority’s Taxable Revenue Note (Allegro Apartments Project), Series 2026, substantially in the form attached hereto as Exhibit B.

“Note Fund” means the Authority’s Note Fund (Allegro Apartments Project), Series 2026 created by this resolution for the purpose of paying principal of and interest on the Note.

“Loan” means the loan to be made by the Authority to the Borrower of the proceeds of the Bonds to finance the acquisition of the Project.

“Loan Agreement” means the Loan Agreement between the Authority and Borrower, relating to the repayment of the Loan by the Borrower, including any supplements or amendments thereto.

“Loan Payments” means the payments of principal of and premium, if any, and interest on the Loan pursuant to the Loan Agreement allocable to payment of principal of and interest on the Bonds.

“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 Chief Executive Officer of the Authority.

“Project” means the 240-unit apartment complex located at 16605 and 16525 Ash Way, in unincorporated Snohomish County, Washington, known as the Allegro Apartments.

“Registered Owner” means the owner of any Bond registered as such on the registration books maintained by the Bond Registrar.

“Trustee” means the entity serving as trustee under the Indenture, initially U.S. Bank Trust Company, National Association, a national banking association.

“Underwriter” means KeyBanc Capital Markets Inc.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

Section 2. Authorization of the Project; Authorization of the Bonds and the Note and Application of Proceeds. The Board declares the Project to be a “housing project” of the Authority for purposes of the Act. For the purpose of providing all or part of the money required to make a loan to the Borrower to acquire the Project or, in the event the Note is issued, to refinance the Note, and to pay costs of issuing the Bonds, the Authority shall issue its Revenue Bonds (Allegro Apartments Project), Series 2026, in the aggregate principal amount of not to exceed \$85,000,000. Such Bond financing is declared and determined to be important for the feasibility of the Project. All proceeds of the Bonds shall be deposited with the Trustee for those purposes, as provided in the Indenture. The Board finds that it is in the best interests of the Authority to issue the Bonds for the purposes set forth in this resolution.

To the extent market conditions make the issuance of the Bonds to acquire the Project impossible to achieve in a timely manner and in accordance with the provisions of this resolution, the Authority shall initially issue the Note in a principal amount not to exceed \$85,000,000 for the purpose of providing funds for the Borrower to pay for, and/or to reimburse

the Authority for, all or part of the acquisition of the Project and to pay costs of issuance of the Note. 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 Note for the purpose set forth in this resolution. In the event the Note is issued, the Authority shall issue the Bonds to refund the Note when market conditions allow; *provided*, that in no event shall the Bonds be issued other than in conformity with the requirements of Section 14 hereof.

Section 3. Description of the Bonds. The Bonds shall be designated the “Revenue Bonds (Allegro Apartments Project), Series 2026” of the Authority; shall be issued in one or more series, with appropriate series designations; shall be issued in registered form; and shall be issued in the aggregate principal amount of not to exceed \$85,000,000. The Bonds shall be in authorized denominations of \$5,000 or any integral multiple thereof within a single series and maturity, shall be dated such date, shall bear interest payable on such dates and at such rates, shall mature at such times and in such amounts, shall have such prepayment or redemption provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Indenture, which document is incorporated herein by this reference.

Section 4. Security for the Bonds. The Bonds shall be special, recourse obligations of the Authority payable solely from sources described herein and in the Indenture. The Bonds shall be secured by (a) all rights, title and interest of the Authority in the Loan Documents and Loan Payments, and after the Authority Acquisition Date, all Net Project Revenue, all as defined in the Indenture, (b) a pledge of the General Revenues of the Authority, subject to the parity lien of other obligations, as described herein and in the Indenture, (c) certain funds and accounts established under the Indenture (subject to disbursements from any such fund or account), (d) the lien of the Borrower’s interest in the Project conveyed by the Deed of Trust, (e) money and

securities from time to time held by the Trustee under the Indenture, and (f) to the extent not covered, all proceeds of the foregoing, all as described in the Indenture.

The Bonds shall not be a debt of the County, the State of Washington or any political subdivision thereof, and the Bonds shall so state on their face. Neither the County, the State of Washington nor any political subdivision thereof (except the Authority, from the sources identified herein and in the Indenture) shall be liable for payment of the Bonds nor in any event shall principal of, premium, if any, and interest on the Bonds be payable out of any funds or assets other than those pledged to that purpose by the Authority herein and in the Indenture. The Authority has no taxing power.

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 of lien with the Bonds. At its option, the Authority may pledge any revenues that comprise a portion of the General Revenues to the payment of other obligations, such payments to have priority over the payments to be made under the Bonds with respect to that portion of the General Revenues so pledged.

Consistent with RCW 35.82.130, none of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bonds.

Section 5. Form and Execution of Bonds. The Bonds shall be printed, lithographed or typewritten on good bond paper in a form consistent with the provisions of this resolution, the Indenture and state law, shall bear the manual or facsimile signatures of the Chair of the Board and Secretary-Treasurer of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

The Bonds shall be authenticated by the Bond Registrar as set forth in the Indenture. No Bonds shall be valid for any purpose until so authenticated. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

Section 6. Bond Fund. The Bond Fund is hereby authorized to be established as a special fund of the Authority designated the Revenue Bond Fund (Allegro Apartments Project), Series 2026. The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bonds. The Authority irrevocably obligates and binds itself to, or to cause the Borrower to, set aside and pay into the Bond Fund money in an amount sufficient to make payments required to be made under the Bonds, and no other payments into the Bond Fund shall be required.

Upon the issuance of the Bonds, the Authority will execute the Indenture and Loan Agreement, and the Trustee shall thereafter apply amounts on deposit in the Bond Fund to the payment of the principal of and interest on the Bonds.

Section 7. Description of the Note. If issued, the Note shall be called the Authority's Taxable Revenue Note (Allegro Apartments Project), Series 2026; shall be in a principal amount of not to exceed \$85,000,000; shall be dated its date of delivery; shall be numbered R-1; and shall mature not more than twelve months from its date of issue. The Note shall bear interest payable monthly, in arrears, on such dates and at a variable rate adjusted based on the Lender's daily cost of funds index, as described in the Proposal Letter, attached to this resolution as Exhibit A. The Note shall have such prepayment or redemption provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Note.

Interest on the Note shall be computed on the basis of a 360-day year with twelve 30-day months.

The Note shall be subject to redemption, in whole, on any date, at a redemption price equal to par plus accrued interest.

At the election of the Lender, the interest rate on the Note will increase by 400 basis points (4.00%) during the continuance of an Event of Default. Further, if an Event of Default occurs then, at the option of the Lender, the principal of and interest on the Note shall become immediately due and payable. "Event of Default" means the declaration by the Lender of an event of default as a result of a determination by the Lender that:

(i) there has been a failure to pay principal or interest on the Note when due, as provided in the Note;

(ii) there has been a failure by the Authority to comply with any of its obligations, or to perform any of its duties, under the Note or this Resolution, which failure continues, and is not cured, for a period of more than 60 days after the Lender has made written demand on the Authority to cure such failure;

(iii) there has been a material misrepresentation to the Lender by the Authority in the purchase of the Note, as reasonably concluded by the Lender after investigation and discussion with the Authority; or

(iv) there has occurred any event of default under any other debt or capital lease obligation with Lender or an affiliate of Lender, or any unrelated third party lender, under which the Authority is an obligor (but not including a debt or capital lease obligation in which the Authority is acting as a conduit for another borrower and has no liability with respect thereto other than the pledge of loan or lease revenues payable by

such other borrower) where there is outstanding, owing or committed an aggregate amount in excess of \$1,000,000, if such default continues, and is not cured, or otherwise waived by the Lender, or such affiliate or unrelated third party lender within 15 days after written demand is made on the Authority to cure such default.

Notwithstanding the foregoing, as to item (iv), if the default is not a payment default and is not associated with the Authority's material ability to pay when due its obligations to the Lender (or affiliate of Lender, if applicable), the Authority may have up to 180 days to cure such default by providing the Lender and the affiliate of Lender, if applicable, a written plan within 15 days after written notice of default is made to the Authority, describing the Authority's planned time frame for the cure of the default. Item (iv) is not intended to preempt the terms set forth in any other agreement relating to borrowing money, lease financing of property, or provision of credit.

Section 8. Authorization for Extension and Modification of the Note. The Chief Executive Officer is authorized on behalf of the Authority to negotiate the terms of the Note with the Lender, including one or more extensions of maturity date and/or modifications of the Note terms. The Chief Executive Officer is authorized, without further action of the Board, to extend the maturity date of the Note to any date on or before December 31, 2031, and/or to modify the interest rate or interest rate formula applicable to the Note, if such Chief Executive Officer determines that such extension and/or modification is in the best interest of the Authority, all so long as no other material terms of the Note are revised (unless otherwise authorized by the Board of the Authority). The Chief Executive Officer is authorized to do everything necessary for the execution and delivery of such documents as is useful or necessary to such extension of maturity and/or modification of interest rate or interest rate formula. The Chief Executive Officer's

execution of documents in connection with the modification and/or extension of the Note will constitute conclusive evidence of their approval of the extension, modification and/or other terms described therein and the approval by the Authority of such extension, modification and/or other terms.

Section 9. Note Registrar; Registration and Transfer of the Note. The Chief Executive Officer of the Authority shall serve as Note Registrar for the Note. The Note Registrar shall keep, or cause to be kept, at their office in Everett, 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, 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 Lender, except that the Lender may assign or transfer the Note to any successor to the business and assets of the Lender.

Section 10. 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 and interest shall be paid by wire transfer scheduled to be received on or before each payment date, or in immediately available funds delivered on or before each payment date, to the registered owner at the address appearing on the Note Register on the date payment is mailed or delivered. Principal shall be due and payable upon maturity. 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 Everett, Washington, for destruction or cancellation.

Section 11. Note Fund; Security for the Note. If the Note is issued, the Note Fund is hereby authorized to be established as a special fund of the Authority to be known as the Note Fund (Allegro Apartments Project), Series 2026. The Note Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Note.

The Note shall be secured by the Authority's General Revenues.

The Authority pledges to deposit General Revenues into the Note Fund in amounts sufficient to pay the interest on the Note when due and principal upon maturity. Pursuant to Revised Code of Washington 35.82.130, the pledge of General Revenues shall be valid and binding from the time when it is made and 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 the 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 Note. 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.

The Note shall not be a debt of the County, the State of Washington or any political subdivision thereof (except the Authority from the sources specified herein), and the Note shall so state on its 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 Note nor

in any event shall principal of and interest on the Note be payable out of any funds other than the Note Fund of the Authority established herein. The owner of the Note shall have no 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 the General Revenues, and as described herein and in the Note. 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 Note.

Section 12. Form and Execution of Note. If issued, the Note shall be issued in registered form and printed, lithographed or typewritten on good bond paper 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 Secretary-Treasurer of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

Only a Note bearing a Certificate of Authentication in the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution:

CERTIFICATE OF AUTHENTICATION

This Note is the fully registered Taxable Revenue Note (Allegro Apartments Project), Series 2026, of the Authority described in the Resolution.

[specimen]

Chief Executive Officer 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.

Section 13. Delegation; Authorization of Documents and Borrower Documents and Execution Thereof. The Board hereby delegates to the Chief Executive Officer the authority to negotiate and approve the forms of the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Federal Tax Certificate, with such changes as the Chief Executive Officer of the Authority shall deem necessary or appropriate and in the best interest 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 Bonds, the Loan Agreement, the Indenture, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Federal Tax Certificate and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bonds.

The Chief Executive Officer of the Authority is further authorized and directed to do everything necessary for the issuance, execution and delivery of the Bonds, including appointing the Trustee and “deeming final” the preliminary official statement for the Bonds for the sole purpose of the Underwriter’s compliance with Securities and Exchange Commission Rule 15c2-12(b)(1), and to execute and deliver, on behalf of the Authority, any other documents that may be useful or necessary in connection with the issuance of the Bonds and to ensure the proper use and application of the proceeds from the sale of the Bonds.

The Chief Executive Officer of the Authority is further authorized and directed to negotiate, execute and deliver, on behalf of the Authority in its capacity as sole member and manager of the Borrower, the Loan Agreement, the Deed of Trust, the Bond Purchase Contract, and such other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Bonds, the sale of the Bonds, and the Loan to the Borrower.

Solely in the event market conditions prevent the Authority from issuing the Bonds in a time and manner sufficient to acquire the Project, 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 Chief Executive Officer of the Authority is authorized and directed (a) to do everything necessary for the issuance, execution and delivery of the Note, (b) to execute and deliver, on behalf of the Authority, any other documents that may be useful or necessary in connection with the issuance of the Note, (c) to request the advance under the Note, (d) to ensure the proper use and application of the proceeds from the sale of the Note and (e) to effect any extension of the maturity of the Note and modification of interest rate and/ or interest rate formula applicable to the Note, as necessary.

The Note will be prepared at the Authority's expense and will be delivered to the Lender together with the approving legal opinion of Pacifica Law Group LLP, bond counsel.

Section 14. Authorization of Bond Purchase Contract. The Authority hereby delegates to the Chief Executive Officer the authority to negotiate and execute the Bond Purchase Agreement on behalf of the Authority, subject to the following limitations: (a) the aggregate principal amount of the Bonds does not exceed \$85,000,000; (b) the true interest cost for the Bonds (in the aggregate) does not exceed 7.00%; (c) the Bond Purchase Agreement is executed prior to April 30, 2026; (d) the final maturity date for the Bonds is no later than December 1, 2056; (e) the Bonds are sold (in the aggregate) at a price not less than 96% and not greater than 120%, and (f) the final terms of the Bond Purchase Agreement are otherwise in furtherance of the Authority's interests.

The Bonds will be printed or typed at the Authority's expense and will be delivered to the

purchaser thereof, with the approving legal opinion of Bond Counsel delivered with the Bonds.

The proper Authority officials are authorized and directed to do everything necessary for the prompt delivery of the Bonds to the purchaser thereof and for the proper application and use of the proceeds of the sale thereof.

Section 15. Tax Covenants. The Authority will or will cause Borrower to take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds, including but not limited to the following:

(a) Private Activity Bond Limitation. The Authority will assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

(b) Limitations on Disposition of Project. The Authority will not, and will not permit Borrower to, sell or otherwise transfer or dispose of (i) any personal property components of the Project other than in the ordinary course of an established government program under Treasury Regulation 1.141-2(d)(4) or (ii) any real property components of the Project, unless it has received an opinion of bond counsel to the effect that such disposition will not adversely affect the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes.

(c) Federal Guarantee Prohibition. The Authority will not take any action or permit or suffer any action to be taken if the result of such action would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Rebate Requirement. The Authority will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

(e) No Arbitrage. The Authority will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds, would have caused the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(f) Registration Covenant. The Authority will maintain a system for recording the ownership of the Bonds that complies with the provisions of Section 149 of the Code until the Bonds have been surrendered and canceled.

(g) Record Retention. The Authority will retain its records of all accounting and monitoring it carries out with respect to the Bonds for at least 3 years after the Bonds mature or are redeemed (whichever is earlier); however, if the Bonds are redeemed and refunded, the Authority will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the Bonds.

(h) Compliance with Tax Certificate. The Authority will comply with the provisions of any Tax Certificate with respect to the Bonds, which are incorporated herein as if fully set forth herein. In the event of any conflict between this Section and the Tax Certificate, the provisions of the Tax Certificate will prevail.

Section 16. No Bank Qualification. The Authority has not designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 17. Borrower Actions Authorized. The Chief Executive Officer of the Authority is further authorized and directed on behalf of the Authority in its capacity as sole member and manager of Borrower to cause the Borrower to do everything necessary for the issuance, execution and delivery of the Bonds, the acceptance of the Loan by the Borrower and the delivery of the security therefor, and the accomplishment of the acquisition of the Project, in each case in a manner consistent with this resolution.

Section 18. Approval of Note Transaction. The Lender has offered 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 structuring fee to the Lender, plus the fees and expenses of the Lender’s legal counsel, and any other out-of-pocket costs incurred by the Lender, each payable at closing. The Board finds that the Lender’s offer is in the best interest of the Authority and accepts such offer, and covenants that, in the event the Note is issued, the Authority will comply with all terms and conditions of the Proposal Letter. To the extent that the terms of this Resolution or the Note vary from the terms of the Proposal Letter, the terms of the Note and then the Resolution shall prevail over the Proposal Letter.

Section 19. Reporting Requirements; Covenants. The Authority covenants and agrees for so long as the Note remains outstanding, and unless otherwise waived by the Lender, to provide financial information to the Lender as follows:

- (A) the Authority’s audited financial statements within 10 days after receipt of the Washington State Auditor’s opinion letter, but no later than 290 days after fiscal year end; and

(B) such other information relating to the ability of the Authority to satisfy its obligations under the Note, as may be reasonably requested by the Lender from time to time.

Section 20. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or Chief Executive Officer of the Authority may in the absence of such person be taken by the duly authorized acting Chair or acting Chief Executive Officer of the Authority, respectively.

Section 21. 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 22. Legal Action. Any legal action concerning the enforcement of the terms of this resolution or the Note may be brought only in the Superior Court of Snohomish County, Washington, or in the United States District Court for the Western District of Washington.

Section 23. 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 Snohomish County at a special meeting this 14th day of January, 2026.

HOUSING AUTHORITY OF SNOHOMISH
COUNTY

By: _____
Chair

ATTEST:

Secretary-Treasurer

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Chief Executive Officer of the Housing Authority of Snohomish County (the “Authority”), and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 2566 (the “Resolution”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority as adopted at a special meeting of the Authority held on January 14, 2026, 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; 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 ____ day of January, 2026.

Chief Executive Officer of the Authority

EXHIBIT A

Proposal Letter