



Service
Integrity
Respect
Community
Leadership
Wisdom
Creativity

Special Meeting of the Board of Commissioners

Date: Wednesday, January 26, 2022

Time: Immediately following the meeting of the Meadow Park Senior Housing Association Board of Directors. Estimated start time 12:20 p.m.

The meeting will be held via Zoom videoconference as an emergency measure to decrease the spread of the COVID-19 coronavirus. Please use the following information to access the meeting:

To login using your computer's audio, please click on this link:

<https://us02web.zoom.us/j/673982739?pwd=WDVWK2FFVXNZOVRwaVJkbkszNUcxdz09>

OR

If you prefer to call into the meeting, please dial: (253) 215-8782. Then use meeting code **673-982-739** and password **514202**. There are no participant IDs so please press # to enter the meeting.

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Since many people will be on this remote meeting, we'd like everyone to follow two guidelines:

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Roll Call

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Adjournment

Everett Housing Authority does not discriminate on the basis of disability in the administration of, or access to, its programs or activities. Requests for assistance or accommodations can be arranged by contacting Chris Neblett at (425) 303-1186, or chrisn@evha.org.

**HOUSING AUTHORITY OF THE CITY OF EVERETT
RESOLUTION NO. 1524**

**A RESOLUTION of the Board of Commissioners of the
Housing Authority of the City of Everett Approving
Amendments to the Articles of Incorporation of Meadow Park
Senior Housing Association**

WHEREAS, Meadow Park Senior Housing Association (the “Corporation”) is a Washington nonprofit corporation organized and operated under Articles of Incorporation dated November 18, 1997, and filed with the Secretary of State of the State of Washington on November 19, 1997, as amended to date (the “Articles of Incorporation”), and Bylaws, as amended to date (the “Bylaws”), as previously approved by the Corporation’s Board of Directors;

WHEREAS, the Corporation’s Board of Directors has determined, or is expected to determine, that it is in the best interest of the Corporation to amend and restate its Articles of Incorporation in the form attached hereto as Exhibit A;

WHEREAS, under the existing Articles of Incorporation and Resolution 1407 of the Board of Commissioners of the Housing Authority of the City of Everett (the “Board of Commissioners”), the Board of Commissioners is authorized to appoint Directors of the Corporation, subject to certain restrictions set forth therein;

WHEREAS, under the proposed amended and restated Articles of Incorporation of the Corporation, the power of the Board of Commissioners to appoint Directors of the Corporation would be affected;

WHEREAS, such a change to the Articles of Incorporation of the Corporation requires approval of the Board of Commissioners under RCW 24.03A.645;

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

Section 1. The Board of Commissioners approves the amendment and restatement of the Articles of Incorporation of the Corporation in the form attached hereto as Exhibit A; provided that such amendment and restatement of the Articles of Incorporation of the Corporation shall become effective upon the removal of all mortgages in favor of the United States Department of Housing and Urban Development on any property owned by the Corporation.

Section 2. Any actions of the Authority or its officers or employees prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 3. 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 CITY OF EVERETT AT AN OPEN PUBLIC MEETING THIS 26th
DAY OF JANUARY, 2022.**

THE HOUSING AUTHORITY OF THE CITY OF
EVERETT

By: _____
Chair

ATTEST:

Secretary

Exhibit A
Form of Amended and Restated Articles of Incorporation

**AMENDED AND RESTATED ARTICLES OF
INCORPORATION**

The undersigned, for the purpose of forming a corporation under the nonprofit laws of the State of Washington, Chapter 24.03A RCW, hereby adopt the following Amended and Restated Articles of Incorporation.

ARTICLE I

The name of the corporation is MEADOW PARK SENIOR HOUSING ASSOCIATION hereinafter referred to as the “Corporation.”

ARTICLE II

The term of existence shall be perpetual.

ARTICLE III

The purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it, are as follows:

(a) The Corporation is organized exclusively for charitable and/or educational purposes within the meaning of Section 501(c)(3) of the Code including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under the Code. The “Code” shall include the Internal Revenue Code, together with any amendments thereto or successor provisions or legislation or internal revenue laws of the United States enacted after the date hereof, any regulations promulgated thereunder, including any regulations promulgated under such successor provisions, legislation or internal revenue laws of the United States. In pursuance of the foregoing purposes, the Corporation shall have the power to foster, provide, and assist in the provision of housing for persons of low income, including to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.

(b) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the

Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from Federal income taxation under Section 501(c)(3) of the Code, or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

(c) To provide or participate in activities to generate funds or income to finance the purposes of the Corporation

(d) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not (except to an insubstantial degree) engage in any activities or exercise any powers that are not in furtherance of its purposes.

ARTICLE IV

The Corporation is empowered:

(a) To acquire, own, sell, assign, mortgage, dispose of, or lease any interest in real estate and personal property and to construct, reconstruct, improve, alter, repair, maintain, and operate improvements thereon necessary or incident to the accomplishment of the purposes set forth in Article III hereof.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, deed of trust, pledge, or other lien on the Corporation's property.

(c) To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation, including the execution of documents and such other instruments and undertakings as may be necessary to enable the Corporation to secure the benefits of applicable low-income housing programs.

(d) To enter into partnership or other ownership agreements and other contracts (including equity financing agreements) with third parties to accomplish all or part of any of the foregoing (including to perform such activities on behalf of the Corporation, to the extent permitted by the Code).

(e) To enter into other agreements, arrangements, and relationships and to secure other sources of funding as may be necessary to enable the Corporation to accomplish its purposes, to the extent permitted by the Code.

(f) Upon the dissolution of the Corporation, all of the remaining assets of the Corporation shall be distributed only to the Housing Authority of the City of Everett exclusively for a public purpose. Any such assets not so disposed of shall be disposed of by the Superior Court of Snohomish County, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, other than for religious purposes, or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V

The Corporation shall not have members.

ARTICLE VI

(a) The Board of Directors of the Corporation shall consist of the members of the Board of Commissioners (the “Commissioners” and each a “Commissioner”) of the Housing Authority of the City of Everett, each of whom shall (separate and apart from their position as a Commissioner) be a Director of the Corporation (the “Directors” and each a “Director”) entitled to vote. Director shall become a Director immediately upon that person’s appointment as a Commissioner and shall cease being a Director immediately upon ceasing to be a Commissioner.

(b) A Director shall serve until such Director’s term as a Commissioner ends.

(c) The Directors shall serve without compensation.

(d) The Executive Director of the Housing Authority of the City of Everett (the “Executive Director”) shall be considered a Director, but shall not be entitled to vote (a “Director” and the “Non-Voting Director”). The Executive Director shall become the Non-Voting Director immediately upon that person’s employment as the Executive Director and shall cease being the Non-Voting Director immediately upon ceasing to be the Executive Director.

(e) Directors (including the Non-Voting Director) shall have all powers customarily reserved to the Directors of a corporation, including, but not limited to, the power to sign documents on behalf of the Corporation.

(f) A Director shall not be personally liable to the Corporation for monetary damages for conduct as a Director, except for liability of the Director for (i) acts or omissions that involve intentional misconduct or a knowing violation of law by the Director, or (ii) any transaction from which the Director will personally receive a benefit in money, property or services to which the Director is not legally entitled. If the Washington Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing provisions of this paragraph shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification.

(g) The Corporation shall indemnify its Directors and officers against all liability, damage, or expense resulting from the fact that such person is or was a Director or officer, to the maximum extent and under all circumstances permitted by law; except that the Corporation shall not indemnify a Director or officer against liability; damage or expense resulting from the Director’s or officer’s gross negligence or willful misconduct.

ARTICLE VII

The officers of the Corporation shall be as provided in the bylaws. The secretary and treasurer may be one and the same person.

The annual meeting shall be held as provided in the bylaws.

ARTICLE VIII

Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the bylaws of the Corporation.

ARTICLE IX

The name of the Registered Agent of the Corporation is: Housing Authority of the City of Everett.
The street address of the Registered Office, which is also the address of the Registered Agent, is:

3107 Colby Avenue
Everett, WA 98201

ARTICLE X

The Articles may be amended by a majority vote of a quorum of the Board of Directors at any regular or special meeting called for such purpose, provided that the notice of proposed amendment shall be given to the Directors in writing by electronic communication, in person, or by U.S. mail at least seven days prior the meeting. Attendance of a Director at such meeting shall constitute a waiver of notice of such meeting except where the Director attends the meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Further, the Articles may be amended, matters requiring a vote may be voted upon, and decisions on other important matters may be ratified by the Board of Directors in any manner consistent with law (including the Washington State Open Public Meetings Act and Public Records Act), and the other conditions, requirements and/or procedures that may be applicable as set forth in these Articles and the bylaws of the Corporation.

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary of the Housing Authority of the City of Everett ("the Authority"), and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1524 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority (the "Board") as adopted at a special meeting of the Authority held on January 26, 2022 (the "Meeting"), and duly recorded in the minute books of the Authority;

2. That at least 24 hours before the time of the Meeting, written notice specifying the time and place of Meeting and the business to be transacted, a true and complete copy of which is attached as Attachment I, was provided as follows: (a) to all members of the Board by mail, fax, electronic mail, or personal delivery; (b) prominently displayed at the main entrance of the Authority's office; and (c) posted on the Authority's web site.

3. Written notice of the Meeting was given to each local radio or television station and to each newspaper of general circulation that has on file with the Authority a written request to be notified of special, adjourned, or continued meetings and to any others to which such notices are customarily given by Authority;

4. That in accordance with RCW 43.06.220, and the Proclamations of the Governor of the State of Washington, as extended by the leadership of the Washington State Senate and House of Representatives (a) one or more options were provided for the public to attend the Meeting remotely, including by telephonic access, and (b) the means of attending the Meeting provided the ability for all persons attending the Meeting to hear each other at the same time;

5 The public was notified of access options for remote participation in the Meeting via the Authority's website; and

6. The 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 the Meeting was given; that a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, and a majority of the members of the Board 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 26th day of January, 2022.

HOUSING AUTHORITY OF THE CITY
OF EVERETT

By: _____
Executive Director and Secretary

Attachment I

Notice of Special Meeting

Special Meeting of the Board of Commissioners

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Item for Individual Consideration

- 1)** Resolution No. 1524 Approving Amendments to the Articles of Incorporation of Meadow Park Senior Housing Association
- 2)** Resolution No. 1525 Authorizing Execution of a Purchase and Sale Agreement for the Huntington Park Apartments
- 3)** Resolution No. 1526 Authorizing Bond Issuance to Finance the Purchase of the Huntington Park Apartments

Adjournment

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TO: Board of Commissioners
FROM: Jason Morrow, Director of Development
SUBJECT: Huntington Park Apartments Purchase & Sale Agreement and Financing Resolutions
DATE: January 26, 2021

BACKGROUND

EHA's 10-Year Strategic Plan calls for the creation of 1,500 units of affordable housing over the next ten years, with a focus on housing for families with children and seniors.

At the December 16, 2021 Board of Commissioners meeting, the Board authorized the Executive Director and assignees discretionary authority via Resolution No. 1523 to attempt to acquire the Property known as Huntington Park Apartments, a 381-unit apartment complex located at 9009 West Mall Drive, Everett, WA (the "Property") through negotiation and purchase in lieu of condemnation.

EHA and seller have negotiated a Purchase and Sale Agreement ("PSA") for the Property that establishes the legal and business terms and conditions for the due diligence and acquisition of the Property.

PURCHASE TERMS

The primary negotiated business deal terms in the PSA are as follows:

- \$118,855,450.00 base acquisition price plus buyer's share of closing costs are due at closing. The purchase price recognizes a \$3,644,550.00 reduction from the \$122,500,00.00 highest bona fide offer received by seller equivalent to the estimated real estate excise tax that would otherwise be assessed if this acquisition did not qualify for a real estate excise tax exemption for transfers of real property to a government entity under an imminent threat of the exercise of eminent domain under WAC 458-61A-206.
- \$2,000,000.00 in refundable earnest monies 'the initial deposit' plus \$100.00 in Independent Contract Consideration shall be deposited in escrow within two (2) Business Days after the PSA effective date
- Due diligence review period expires February 14th, 2022
- One fifteen-day extension option is available prior to expiration of the review period at a cost of \$500,000.00 per extension
- EHA has 30 days or an otherwise mutually determined duration(s) for closing following waiver of the due diligence review period via delivery of a 'Contingency Waiver Notice' to seller

Due Diligence

Due diligence is currently being performed by EHA staff and legal counsel. Additional due diligence will be performed via expert 3rd party entities including but not limited to appraisal, phase 1 geotechnical, survey, and physical needs assessment scopes of work.

Financing

The acquisition of the Property will be financed via issuance of one or more of a series of 1 Year short term Tax Exempt Non-Revolver Line of Credit Note(s) issued by the Housing Authority ("the Obligor") to Key Bank Government Finance ("the Lender"). It is anticipated that longer term permanent financing will be underwritten by Key Banc Capital Markets later in 2022 as a subsequent, interconnected phase of the financing for the Property.

The project as underwritten anticipates that the interest payments specific to this Financing Resolution will be made from property cash flows. The principal will be refinanced via subsequent long term bond issuances. The security for each financing is anticipated to be a general pledge of Authority's net revenues. Primary One Year Non-Revolver Line of Credit Revenue Notes Terms per Key Bank Government Finance Summary of Terms:

Facility: \$125,000,000 Tax Exempt Housing Revenue Note, 2022

Closing: Valid for closing on or before March 30, 2022

Security: Secured by a general pledge of Authority's net revenues on parity with other lenders.

**The Authority in the Note Resolution will obligate and bind itself to set aside and pay into the Note Fund, from its General Revenues, amounts sufficient to pay the principal of and interest on the Note when due.

Tax Status: Tax Exempt

Maturity: 1 Year from closing

Repayment: Interest payments monthly and principal repayment at maturity

**Principal repayment is anticipated via a long-term financing plan that would be funded by tax exempt bond issuances

Interest Rate: 1 Year Note is priced at 1.15% per January 2022 Term Sheet.

**Subject to change based on market conditions and KeyCorp cost of funds index between the date of the term sheet and the final closing date of the Note.

Structured Finance Fee: .50% of principal amount, paid at closing

Operations

The authority provided in Resolution No. 1523 allows EHA to operate the apartment community upon acquisition. EHA will negotiate a short term property management agreement with the existing property manager until a time thereafter in which EHA can make a longer term procurement selection.

RECOMMENDED ACTION

Pursuant to Board Resolution No. 1523 authorizing EHA to acquire the Property, staff recommend that the Board adopt the following resolutions necessary to execute and finance the acquisition of the Property:

Resolution No. 1525, which authorizes the Executive Director or his designee to 1) execute the PSA, 2) make a determination to proceed to a financial closing on the property after completion of due diligence, and 3) take any and all actions necessary to complete the acquisition of the Property pursuant to the terms in the PSA.

Resolution No. 1526, which provides for the issuance of one or more series of the Authority's Non-Revolver Line of Credit Revenue Notes, 2022 (Huntington Park Apartments), in a combined principal amount not to exceed \$125,000,000, the proceeds of which will be used to finance the acquisition of Property, and to pay costs of issuing the notes; and authorizes and directs appropriate officers of the Authority to negotiate, execute and deliver such other documents as are useful or necessary to issue financing for the acquisition of the Property.

Resolution No. 1525

AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE HUNTINGTON PARK APARTMENTS

WHEREAS, the Everett Housing Authority determined that there is an increasing shortage of affordable housing in the City of Everett; and

WHEREAS, the Housing Authority's 10-Year Strategic Plan calls for the creation of 1,500 units of affordable housing over the next ten years, and the Housing Authority has identified acquiring existing multifamily housing as a cost-effective way to preserve housing that is affordable to working households; and

WHEREAS, in connection with these efforts, the Housing Authority identified the Huntington Park Apartments (the "Property"), a 381-unit apartment complex located at 9009 West Mall Drive, Everett, Washington, as an acquisition opportunity; and

WHEREAS, Resolution No. 1523, adopted by the Board of Commissioners at the December 16, 2021, meeting authorized the Executive Director to, among other things, execute a Purchase and Sale Agreement to acquire the Property, subject to approval by the Board of Commissioners; and

WHEREAS, the Seller and the Housing Authority have negotiated a Purchase and Sale Agreement;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF EVERETT:

Section 1: The Executive Director, or his designee, is authorized to execute the Purchase and Sale Agreement for the Property, at a purchase price of One Hundred Eighteen Million, Eight Hundred Fifty-Five Thousand, Four Hundred and Fifty Dollars (\$118,855,450), substantially in the form attached hereto as Exhibit A. The Executive Director, or his designee, is further authorized to accept any additional changes that he deems are acceptable and do not materially change the terms of the Purchase and Sale Agreement.

Section 2: The Executive Director, or his designee, is hereby vested with the authority to make a final determination after completion of due diligence to proceed with the purchase of the Property if he deems it in the best interest of the Housing Authority to do so.

Section 3: If the Executive Director makes a final determination to proceed with the purchase of the Property, the Board of Commissioners authorizes the Executive Director, or his designee, to take any and all actions, including the signing of all closing documents,

necessary or desirable to complete the acquisition of the Property at the purchase price and on the terms set forth in the Purchase and Sale Agreement.

Section 4: This Resolution shall take effect immediately.

Adopted by the Board of Commissioners of the Housing Authority of the City of Everett, Washington, this 26th day of January, 2022.

Chair, Board of Commissioners

Attest:

Secretary

REAL ESTATE PURCHASE AND SALE AGREEMENT

9009 West Mall Drive, Everett, Washington

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is dated as of January __, 2022 (the "**Effective Date**"), by and between **MSVEF - MF Huntington Park WA LP**, a Delaware limited partnership ("**Seller**"), and **Housing Authority of the City of Everett**, a public body corporate and politic of the state of Washington ("**Buyer**").

IN CONSIDERATION of the respective agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Property Included in Sale; Transfer Under Threat of Eminent Domain. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement and the Closing Documents (as defined below), all of Seller's right, title and interest in and to the following:

(a) that certain real property commonly referred to as Huntington Park Apartments and located at 9009 West Mall Drive in the City of Everett ("**City**"), County of Snohomish ("**County**"), State of Washington and more particularly described in Exhibit A attached hereto (the "**Real Property**");

(b) any rights, privileges and easements appurtenant to the Real Property, to the extent owned by Seller, including, without limitation, to the extent owned by Seller, minerals, oil, gas and other hydrocarbon substances on and under the Real Property, development rights, air rights, water, water rights, riparian rights and water stock relating to the Real Property and rights-of-way or other appurtenances benefitting the Real Property (collectively, the "**Appurtenances**");

(c) any improvements and fixtures to the extent owned by Seller and located on the Real Property, including, without limitation, the buildings located thereon as well as any other structures located on the Real Property, all apparatus, installed equipment and appliances to the extent owned by Seller and located on or in and used in connection with the operation or occupancy of the Real Property, and any on-site parking (collectively, the "**Improvements**");

(d) any tangible personal property, if any, to the extent owned by Seller and located on or used in connection with the ownership, operation and maintenance of the Real Property and Improvements (excluding data in digital or computer files and any computer software or hardware) (collectively, the "**Personal Property**");

(e) to the extent assignable, without third party consents or any cost or expense to Seller except as expressly provided in Section 4(d), all right, title and interest of Seller in and to the following: "Assumed Contracts" (as defined below), licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps, entitlements, warranties, studies, reports, surveys, plans, names and marks (excluding MSVEF or any name including MSVEF, New York Life, New York Life Insurance Company, New York Life Real Estate Investors, NYL Real Estate Investors, NYL, NYLIM, NYL Investors and any name including such terms or abbreviations) and telephone numbers used exclusively in the ownership, use, operation or maintenance of the Real Property, Improvements or Personal Property (collectively, the "**Intangible Property**"); and

(f) Seller's rights and interest as landlord under any leases ("**Leases**"), including all amendments, modifications and renewals, in effect as of the Closing (except for any past due rents or other

monetary obligations under the Leases either due or agreed upon prior to the date of Closing) (excluding data in digital or computer files and any computer software or hardware), a right to all security deposits under the Leases and any and all guaranties of the Leases (subject to applicable laws and the terms of the applicable Leases respecting said security deposits). For convenience, this Agreement refers to “Leases” even if there is only one lease. If there is only one lease, the reference to “Leases” shall be deemed to refer to such lease, references to the “tenants” shall be deemed to refer to the “tenant.”

All of the items referred to in subparagraphs (a), (b), (c), (d), (e) and (f) above are collectively referred to as the “**Property**.” The acquisition of the Property contemplated in this Agreement is under the threat of eminent domain. If Seller were unwilling to sell the Property to Buyer, Buyer would exercise its power of eminent domain, has the present ability and authority to use its power of eminent domain to acquire the Property, and has specific statutory authority authorizing its power of eminent domain for the Property under the conditions presented.

Schedule 1 attached hereto sets forth an index of defined terms used in this Agreement.

2. Purchase Price.

(a) Contemporaneously with the execution and delivery of this Agreement, Buyer has delivered to Seller and Seller hereby acknowledges the receipt of funds in the amount of One Hundred Dollars (\$100.00) (the “**Independent Contract Consideration**”), which amount the parties bargained for and agreed to as consideration for Buyer’s right to inspect and purchase the Property pursuant to this Agreement and for Seller’s execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement.

(b) The purchase price of the Property is One Hundred Eighteen Million, Eight Hundred Fifty-Five Thousand, Four Hundred Fifty Dollars (\$118,855,450.00) (the “**Purchase Price**”) and has been established recognizing that if Buyer were to condemn the Property, Seller would be entitled to receive just compensation for the Property and based on the understanding that this transaction will be exempt from both County and the City real estate excise taxes under WAC 458-61A-206. Buyer and Seller agree and acknowledge that Seller has received a bona fide offer for the purchase of the Property of One Hundred Twenty-Two Million, Five Hundred Thousand Dollars (\$122,500,000.00), thus netting the Purchase Price after payment of real estate excise tax under RCW 82.45 (in an estimated amount of approximately \$3,644,550.00), which tax would otherwise be assessed if this acquisition did not qualify for a real estate excise tax exemption, such as the exemption for transfers of real property to a government entity under an imminent threat of the exercise of eminent domain under WAC 458-61A-206. Seller and Buyer hereby agree that if the real estate excise tax exemption does not apply, Seller shall pay the real estate excise tax and provide to Buyer written proof of payment of such amount. Buyer shall reimburse Seller such amount within ten (10) days after receipt of such proof from Seller. The provisions of Section 2(b) shall survive the Closing. Subject to the foregoing, Buyer shall pay the Purchase Price as follows:

(i) Within two (2) Business Days after the Effective Date, Buyer shall deposit in escrow with Chicago Title Insurance Company (in such capacity, “**Escrow Agent**” and in its capacity as the issuer or prospective issuer of the Title Policy, as defined below, the “**Title Company**”), 455 Market Street, Suite 2100, San Francisco, CA 94105, Attn: Terina J. Kung, Escrow Officer, phone: (415) 291-5128, fax: (415) 896-9423, email: terina.kung@ctt.com, an earnest money deposit of Two Million Dollars (\$2,000,000) (the “**Initial Deposit**”). Unless Buyer terminates this Agreement prior to the end of the Due Diligence Period in accordance with Section 4(j), then the Initial Deposit shall be nonrefundable to Buyer (except as otherwise set forth

in this Agreement). “**Business Day**“ means any day, other than a Saturday or Sunday, on which commercial banks in the State of New York are open for business.

(ii) Buyer shall have one option to extend the Due Diligence Period for fifteen (15) days by providing written notice to Seller three (3) days prior to the applicable Due Diligence Period expiration date and depositing an extension deposit in the amount of Five Hundred Thousand Dollars (\$500,000.00) within three (3) business days following delivery of such notice (the “**Additional Deposit**“). The Additional Deposit shall be nonrefundable to Buyer (except as otherwise set forth in this Agreement). The Initial Deposit together with the Additional Deposit (when and if paid) and all interest earned thereon, are collectively herein called the “**Deposit**“.

(iii) Escrow Agent shall hold the Deposit in a joint escrow account for the benefit of Buyer and Seller. The Deposit shall be held in an interest-bearing account and all interest thereon, less investment fees, if any, shall be deemed part of the Deposit.

(iv) If the sale of the Property as contemplated hereunder is consummated, then the Deposit shall be credited against the Purchase Price. The balance of the Purchase Price (as adjusted pursuant to the express terms and provisions of this Agreement below) shall be deposited into the joint escrow with the Escrow Agent in immediately available funds at least one (1) Business Day prior to the closing of the purchase and sale contemplated hereunder (the “**Closing**“). The Closing shall occur on or before the date which is the thirtieth (30th) day following expiration of the Due Diligence Period, and such date shall be referred to herein as the “**Closing Date**.” The Closing shall be deemed to have occurred upon the delivery and recording of the Deed unless the parties agree to an escrow Closing based upon the Escrow Agent’s irrevocable and unconditional commitment to disburse monies due Seller and issue Buyer’s Title Policy in advance of recordation of the Deed.

(c) The Escrow Agent joins herein below to evidence its agreement to hold all funds deposited with the Escrow Agent in accordance with the terms and conditions of this Agreement. Further, the following provisions shall control with respect to the rights, duties and liabilities of the Escrow Agent.

(i) The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the (A) sufficiency, correctness, genuineness or validity of any written instrument, notice or evidence of a party’s receipt of any instruction or notice which is received by the Escrow Agent, or (B) identity or authority of any person executing such instruction notice or evidence.

(ii) The Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Agent shall have no liability except for its own negligence or willful misconduct or breach of this Agreement.

(iii) The Escrow Agent shall be reimbursed by whichever of Buyer or Seller is the losing party for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the amount held in escrow, including the cost of any legal expenses, should the Escrow Agent deem it necessary to retain an attorney with respect to the disposition of the amount held in escrow.

(d) If there is a dispute between Buyer and Seller concerning whether or not Buyer or Seller is entitled to the Deposit following a termination of this Agreement, then either party may have such dispute, claim or controversy determined by arbitration (the “**Arbitration**“) in the JAMS office nearest the

Property, before a single arbitrator (the “**Arbitrator**”). The party requesting arbitration shall advance any initial administrative fees and costs of JAMS necessary for JAMS immediately to commence the arbitration, but shall be reimbursed for the same if determined to be the prevailing party. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures except that the parties shall use commercially reasonable efforts to cause the Arbitration to be concluded and the award (the “**Award**”) given to the parties in writing within twenty (20) days after either party requests Arbitration (the “**Outside Date**”) and any issue about whether a claim is covered by this Agreement or regarding the validity of the arbitrator’s selection shall be determined by the arbitrator. JAMS shall choose a retired judge as the Arbitrator from its real property panel of Arbitrators, on the first (1st) Business Day after the Arbitration is requested and the parties waive the right to select the Arbitrator. At the request of either party made not later than five (5) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation which shall not delay the arbitration date. If the Arbitrator so selected is not acceptable to either of the parties, for good cause, the party to whom the Arbitrator is not acceptable shall have one (1) Business Day, after the selection is made by JAMS, to reject the Arbitrator and to state the cause for rejection. The parties waive any provision of law which would give the parties a longer period to reject the Arbitrator selected by JAMS. If either party rejects the first Arbitrator selected by JAMS, then JAMS shall, within one (1) Business Day after the rejection, select another retired judge as the Arbitrator and the process outlined above shall be repeated until an Arbitrator is selected and not rejected. If Seller rejects an Arbitrator selected by JAMS, then the Outside Date shall be extended two (2) Business Days for each instance that an Arbitrator selected by JAMS is rejected by Seller. The parties shall cooperate in taking commercially reasonable actions required to cause the arbitration to be concluded within such twenty (20) day period but not later than the Outside Date. The arbitration shall be concluded even if it is not completed by the Outside Date. Judgment on the Award may be entered in any court having jurisdiction. The Arbitrator may, in the Award, allocate all or part of the costs of the Arbitration, including the fees of the Arbitrator and the reasonable attorneys’ fees of the prevailing party.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS SECTION 2(d) DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE “ARBITRATION OF DISPUTES” PROVISION TO NEUTRAL ARBITRATION.

3. Transfer of Title to the Property.

(a) At the Closing, Seller shall convey to Buyer title to the Real Property, the Appurtenances and the Improvements by duly executed and acknowledged special warranty deed in the form attached hereto as Exhibit B (the “**Deed**”). Evidence of delivery of title shall be the Title Company’s irrevocable commitment to issue to the Buyer, effective as of the date and time the Deed is recorded, a standard coverage Owner’s Policy of Title Insurance in the full amount of the Purchase Price, insuring that fee simple title to the Real Property and the Improvements and title to the Appurtenances is vested in Buyer subject only to the Permitted Exceptions (the “**Title Policy**”). At Buyer’s discretion Buyer may request that the Title Company issue ALTA extended coverage and/or endorsements to the Title Policy, but the issuance of such ALTA extended coverage and/or endorsements shall not be a condition precedent to Closing.

(b) At the Closing, Seller shall transfer all of Seller's right, title and interest, if any, in and to any Personal Property and Intangible Property (other than the Leases) by a Bill of Sale and Assignment of Contracts and Intangible Property in the form attached hereto as Exhibit C (the "**Assignment of Intangible Property**").

(c) At the Closing, Seller shall assign to Buyer all of Seller's right, title and interest in and to the Leases and Buyer shall assume all of Seller's obligations under the Leases, by an Assignment and Assumption of Leases in the form attached hereto as Exhibit D (the "**Assignment and Assumption of Leases**"). The Leases in effect as of the Effective Date are more fully described on the rent roll provided to Buyer in the Due Diligence Documents. Prior to Closing, Seller shall update the rent roll to remove any Leases that have terminated or expired and to add any Leases that Seller in its reasonable discretion has entered on Seller's standard lease form.

4. Due Diligence Period; As-Is Purchase.

(a) Due Diligence Period. Buyer, or its designees, shall have until 5:00 p.m. (Pacific Time) on February 14, 2022 (the "**Due Diligence Period**"), as may be extended pursuant to Section 2(b)(ii), to conduct its due diligence review with respect to the Property, including, without limitation, conducting examinations, inspections, testing, studies and investigations of the Property (collectively, the "**Due Diligence**") in the manner and subject to the limitations contained herein. Buyer and Seller confirm that prior to the Effective Date Seller granted Buyer access and delivered certain materials to Buyer subject to the terms and conditions of that certain Access, Indemnification and Confidentiality Agreement dated December 29, 2021 by and between Buyer and Seller (the "**Access Agreement**"). As of the Effective Date, Buyer and Seller agree and acknowledge that the terms and conditions of this Agreement, supersede and replace the Access Agreement. Subject to the terms and conditions of this Section 4, Seller shall cooperate in providing reasonable information and authorization that may be requested by Buyer to perform its independent investigation of the Property.

(b) Due Diligence Deliveries. Buyer and Seller acknowledge that Seller shall provide and Buyer shall have the opportunity to review and inspect all documents and other information described on Exhibit I attached hereto (collectively, the "**Due Diligence Documents**") and any other documents provided or made available by or on behalf of Seller or obtained by Buyer with respect to the Property prior to or after the Effective Date. Except as otherwise expressly provided herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of the Due Diligence Documents or any other studies, documents, reports or other information provided to Buyer on or behalf of Seller, provided, however, that to Seller's knowledge, the copies of the Due Diligence Documents provided by Seller to Buyer are true, correct, and complete copies of the Due Diligence Documents in Seller's possession.

(c) Further Document Review. Subject to the provisions of this Section 4(c), Seller shall provide Buyer with reasonable access (including in electronic format if requested by Buyer and available) to Seller's relevant files with respect to the Property located at NYL Investors LLC, One Front Street, Suite 550, San Francisco, California 94111 for inspection and copying, but in no event shall any originals of files be removed. On two (2) Business Days advance written notice from Buyer to Seller, Seller shall, to the extent in Seller's actual possession or under Seller's actual control, provide access via electronic means, if available, to all of Seller's books and records relating exclusively to the Property (but excluding any books, records and files that Seller deems confidential, proprietary or privileged, or other information prepared for internal purposes, including budgets, correspondence or documents relating to Buyer's acquisition of the Property, or information relating to prior prospective sales of the Property, work product, marketing studies, appraisals of the Property, and information relating to Seller itself) for inspection and copying.

(d) Contracts. All unrecorded contracts in Seller's possession relating to Seller's ownership or operation of the Property in effect on the Effective Date and that may be assignable to Buyer at Closing are as specified on Exhibit F attached hereto ("**Contracts**"), excluding, however, all property management contracts with Seller, all insurance policies and all sale or leasing brokerage listing agreements (collectively, "**Excluded Contracts**"), none of which Excluded Contracts will be assigned to Buyer at the Closing. The Leases are neither Contracts nor Excluded Contracts. Prior to the expiration of the Due Diligence Period, Buyer shall notify Seller in writing of any Contracts specified on Exhibit F attached hereto it disapproves and does not want to assume at Closing. Seller shall (i) terminate at Closing all Contracts disapproved by Buyer in writing prior to the end of the Due Diligence Period (and pay any damages, penalty or fee imposed by any party to any such Contract in connection with such termination), and (ii) terminate all Excluded Contracts as of the Closing. Any Contract specified on Exhibit F attached hereto that Buyer does not disapprove in writing prior to the end of the Due Diligence Period shall be assigned to, and assumed by, Buyer at Closing (the "**Assumed Contracts**"), with Seller being responsible for the payment of any fee or other charge imposed by any party to any such Assumed Contract in connection with such transfer. The list of Assumed Contracts will be attached to the Assignment of Intangible Property.

(e) Title Matters; Buyer's Objections; Seller's Right to Cure.

(i) Buyer hereby confirms receipt of (a) the existing survey of the Real Property, if any (the "**Survey**"), and (b) a preliminary title report for the Real Property issued by the Title Company and copies of or hyperlinks to all documents referenced as exceptions therein (the "**PTR**"). Buyer may obtain, at its sole cost and expense, an updated survey of the Property (the "**Updated Survey**"). Within two (2) Business Days after Buyer's receipt of the Updated Survey, Buyer shall deliver a copy of the same to Seller and the Title Company.

(ii) At Closing, title to the Property shall be transferred, subject solely to the following matters: (i) as of the Closing Date, the lien of any real property taxes and assessments not yet due and payable including any supplementary taxes and assessments relating to the period after Closing which may be imposed as a result of Buyer's purchase of the Property from Seller; (ii) all matters of record which are approved or deemed approved by Buyer in accordance with Section 4(f); (iii) matters disclosed by the Survey or the Updated Survey which are approved or deemed approved by Buyer in accordance with Section 4(f); (iv) the rights of tenants under the Leases with no rights of first offer or options to purchase the Property; provided, that Seller will execute and deliver at Closing an Owner's Declaration in the form attached hereto as Exhibit K; (v) zoning regulations and ordinances, building restrictions and regulations of governmental agencies having jurisdiction over the Property; and (vi) matters created by, through or under Buyer. All of the foregoing shall be, collectively, the "**Permitted Exceptions**."

(iii) Seller shall be obligated automatically to Discharge (as defined below), or to cause the Title Company to Discharge, at Closing, whether or not Buyer provides any objection to the same, the following title matters, except to the extent, in each event, the same is created or caused by, through or under Buyer: (1) all deeds of trust or mortgages placed on the Real Property by Seller, (2) all exceptions to title voluntarily recorded against the Real Property by Seller from and after the Effective Date without the prior written consent of Buyer, and (3) subject to proration as more fully provided in this Agreement, all due and payable tax liens on the Real Property (collectively "**Removal Defects**"). The term "**Discharge**" shall mean (A) the title matter has been discharged and removed of record or (B) the Title Company shall be willing to omit or affirmatively insure over such title matter in Buyer's Title Policy in a manner that would be acceptable to a typical institutional investor purchasing commercial property in the State of Washington as

determined by the Title Company, whose determination shall be binding on the Seller and Buyer absent manifest error.

(f) Title Review. In the event Buyer objects to any matters affecting title which are not Permitted Exceptions, Buyer shall, on or before the date that is five (5) Business Days prior to the expiration of the Due Diligence Period, deliver a title objection letter to Seller and Title Company identifying any such objections (the “**Title Objection Letter**”). Any matters affecting title that are not timely objected to in the Title Objection Letter shall be deemed approved by Buyer and shall constitute additional “Permitted Exceptions”. In the event Buyer timely delivers the Title Objection Letter, Seller shall have until the date which is three (3) Business Days prior to the expiration of the Due Diligence Period within which to notify Buyer in writing (the “**Seller Response Notice**”) whether or not Seller elects to endeavor to Discharge any such identified objections. If Seller delivers the Seller Response Notice indicating its election to endeavor to Discharge any such identified objections, then it shall be a condition precedent to Buyer’s obligation to purchase the Property that such identified objections are Discharged. If no such Seller Response Notice is given, Seller shall be deemed to have elected to not Discharge any matters affecting title to the Property other than the Removal Defects. Seller shall have no obligation to Discharge any unacceptable exceptions or matters affecting title to the Property or to incur any cost or expense in connection therewith, except for Seller’s obligation hereunder to (A) Discharge all Removal Defects and (B) use commercially reasonable efforts to Discharge all title matters, if any, which Seller agreed to endeavor to Discharge pursuant to Seller’s Response Notice. On or before the expiration of the Due Diligence Period, Buyer shall elect by providing written notice to Seller to either (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove pursuant to Seller’s Response Notice or (ii) terminate this Agreement and receive a refund of the Deposit; and if Buyer fails to deliver such notice, Buyer shall be deemed to have elected (i). If after the end of the Due Diligence Period and prior to the Closing Date the Title Company issues any supplemental report (“**Supplemental Report**”) setting forth any new title exceptions (“**New Exceptions**”) are first disclosed to Buyer and Buyer timely objects to such New Exceptions in writing, within three (3) Business Days, then subject to the provisions of this Section 4(f), Seller shall have five (5) Business Days following the giving of notice by Buyer to Seller objecting to such New Exception(s) to notify Buyer in writing whether or not Seller elects to Discharge such New Exception(s). If no such Seller election is timely made, Seller shall be deemed to have elected to not Discharge such New Exception(s), other than those constituting Removal Defects; in which event, Buyer may, within two (2) Business Days thereafter: (i) waive in writing such objectionable New Exception(s), or (ii) terminate this Agreement and obtain a return of the Deposit and, thereafter, the parties shall have no further rights or obligations hereunder except for those obligations which expressly survive the termination of this Agreement. If Buyer does not timely make the election in the preceding sentence, then Buyer shall be deemed to have waived the objectionable New Exception except in the event that the New Exception constitutes a Removal Defect, in which event Seller shall be obligated to Discharge such New Exception. If Buyer fails to object to or waive in writing any New Exceptions within three (3) Business Days after Buyer first discovers or learns about such New Exceptions, then such New Exceptions shall be deemed to be additional Permitted Exceptions except in the event that the New Exception constitutes a Removal Defect, in which event Seller shall be obligated to Discharge such New Exception. Seller shall be entitled to one or more extensions of the Closing Date (not to exceed thirty (30) days in the aggregate) for the purposes of removal of any exceptions to title.

(g) Site Visits.

(i) Access to Property. Buyer and its Licensee Parties shall have reasonable access to the Property at agreed upon times for agreed upon purposes on at least twenty-four (24) hours prior written notice to Seller (which notice may be provided by telephone conversation, facsimile, or hand delivery) (unless any lease affecting the property requires longer notice, in which case the notice period prior to access shall be the notice period set forth in the lease plus twenty-

four (24) hours from the date Seller receives the notice requesting access from Buyer). As used herein, the term “**Licensee Parties**” shall mean Buyer’s current and prospective lenders and investors, and Buyer’s and each of their principals, directors, employees, partners, accountants, advisors, agents, contractors, consultants and representatives, and their respective agents, subcontractors, consultants and representatives of any tier, who inspect, investigate, test or evaluate the Property on behalf of Buyer.

(ii) Contents of Notice; Seller Representative. The notice to be given to the Seller prior to any entry onto the Property shall describe the scope of any Due Diligence which Buyer intends to conduct during Buyer’s access to the Property. Seller shall have the right to have a representative present during any visits to or inspections of the Property by Buyer or any Licensee Parties.

(iii) Physically Intrusive Due Diligence. If Buyer desires to conduct any physically intrusive Due Diligence such as, but not limited to, sampling of soils or other invasive testing, Buyer shall provide not less than twenty-four (24) hours (or such longer time required under the lease, as applicable) prior written notice thereof to Seller, which notice shall identify exactly what procedures Buyer desires to perform and shall request Seller’s express written consent thereto. Seller may withhold or condition its consent to any physically intrusive Due Diligence in Seller’s sole and absolute discretion.

(iv) Third Party Consents Required for Due Diligence Activity. If Buyer desires to undertake any Due Diligence activity which would require the approval of any governmental or quasi-governmental body or agency having jurisdiction over Seller or the Property (each a “**Governmental Entity**”), or of the tenant, and provided that Seller has approved such Due Diligence (such approval not to be unreasonably withheld, conditioned, or delayed), Seller, at no cost or expense to Seller, shall contact such entity, as applicable, and request consent with respect to such Due Diligence and shall diligently pursue obtaining such consent, at Buyer’s expense, with expenses reasonably paid or incurred by Seller to be reimbursed by Buyer within five (5) Business Days after request. In no event shall Seller be liable to Buyer as a result of the withholding of any such consent by any such entity.

(v) Compliance With Law, Leases and Available Documents in Conducting Due Diligence. Buyer and all Licensee Parties shall, in performing such Due Diligence, (i) comply in all material respects with the agreed upon procedures, (ii) comply in all material respects with any and all laws, ordinances, rules, and regulations applicable to the Property, and (iii) will not engage in any activities which would violate any Lease or any publicly available documents, including, but not limited to, recorded documents or any licenses, permits, approvals, certificates of occupancy, dedications, subdivision maps or entitlements. All Due Diligence shall be conducted to avoid any unreasonable disturbance of occupants of the Property or of properties adjacent to or in the vicinity of the Property and interference with the tenants’ right to quiet enjoyment.

(vi) Insurance. Prior to any of the Licensee Parties entering the Real Property to conduct the inspections and tests described in this Section 4, Buyer shall obtain and maintain, on behalf of itself and the other Licensee Parties, or shall cause each of the other Licensee Parties who enter the Property to maintain (and shall deliver to Seller evidence thereof), at Buyer’s sole cost and expense, (a) commercial general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of not less than Two Million Dollars (\$2,000,000) aggregate liability, such policies to name Seller, the property manager and any of their respective affiliates specified by any of them in writing as additional insureds, which insurance shall provide coverage against any claim for personal liability or physical property damage caused by any of the Licensee Parties in

connection with such inspections and tests and/or the entry or activities of the Licensee Parties upon the Property, and (b) workers' compensation insurance having limits no less than those required by state statute and federal statute, if applicable. Buyer acknowledges that Seller's standard practice is to require parties accessing Seller's property to obtain excess (umbrella) liability insurance, meeting the requirements above, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Due to public procurement obstacles, Buyer is unable to obtain such umbrella policy from its insurance provider. Buyer agrees and acknowledges that Buyer shall be responsible for the amounts of any such claims or damage in excess of Buyer's insurance coverage through self-insurance or otherwise up to the \$5,000,000 threshold set forth herein.

(vii) Payment for Inspections and Examinations and Restoration. Buyer shall promptly pay when due the costs of all entry and inspections and examinations done with regard to the Property. Buyer shall promptly restore the Property to substantially the same condition in which the Property was found before any such entry, inspection or examination was undertaken.

(viii) Mechanics Liens. Buyer covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Real Property or any part thereof with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Buyer or the Licensee Parties at the Real Property or any part thereof. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Seller, Seller, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Buyer that Seller shall have no duty to investigate the validity thereof), and Buyer shall promptly upon notice thereof reimburse Seller for all reasonable out-of-pocket sums, costs and expenses, including court costs and attorneys' and expenses, incurred by Seller in connection with such lien or claim of lien. The terms and provisions of this clause (viii) shall survive the termination of this Agreement.

(h) Discussions and Interviews. Any discussions or interviews with any officer, director, shareholder, member, manager, employee or agent of Seller, of any tenant of the Property, or any part thereof, or of any Governmental Entity shall be conducted, at Seller's election, in the presence of the Designated Representative, or an agent or employee of Seller approved by the Designated Representative. Seller shall make either the Designated Representative or another agent or employee approved by the Designated Representative available to Buyer for such discussions or interviews, provided that (i) Buyer gives Seller written notice of Buyer's intent to conduct such interview or discussions at least twenty-four (24) hours (or such longer time required under the lease, as applicable) prior to the date Buyer intends to conduct such interviews or discussions, and (ii) prior to any discussion with Seller's management company, Buyer shall provide a list of questions to Seller in advance of speaking with the management company (but shall not be limited solely to such questions so long as Buyer is acting in a commercially reasonable manner with respect thereto). Notwithstanding the foregoing provisions of this Section, Buyer shall not be required to notify Seller prior to contacting any Governmental Entity in connection with obtaining information that is publicly available or of a ministerial or administrative nature, including, without limitation, routine inquiries about permit status, code violations, tax and lien searches, and current zoning and the Property's compliance.

(i) As-Is Purchase. Buyer acknowledges that prior to expiration of the Due Diligence Period, subject to the limitations of this Agreement, it will have had the opportunity to inspect the Property and observe the physical characteristics and condition of the Property and any and all other matters, as to, concerning or with respect to any matter whatsoever relating to the Property or this Agreement or of concern to Buyer ("**Property Conditions**"), including, but not limited to: title; the environmental condition of the Property (including the presence or absence of Hazardous Materials in, on, or about the Property); water, soil, pest and geological conditions of the Property; the Leases; the Contracts; the financial condition of the

Property; the suitability of the Property for any and all activities and/or uses which may be conducted thereon; the compliance of or by the Property with any and all laws, rules, ordinances or regulations of any applicable governmental authority or body (including environmental, zoning, building codes, and the status of any development or use rights respecting the Property); the availability of permits, licenses and approvals respecting the Property; the economic or engineering feasibility of any alteration or renovation of the Property that may be contemplated by Buyer; the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; and the physical condition of the Improvements, including construction defects, deferred maintenance, and other adverse physical conditions or defects. Buyer further acknowledges and agrees that, except for any express representations, warranties or agreements made by Seller in this Agreement or in the Closing Documents (“**Seller’s Representations**”), neither Seller nor any of Seller’s employees, agents or representatives have made any representations, warranties or agreements, express or implied, by or on behalf of Seller as to any matters concerning the Property Condition. Except for Seller’s Representations, Seller disclaims any and all such representations, warranties and agreements, and Buyer agrees that, except for Seller’s Representations, any inaccuracy or deficiency in information, advice or documents given to Buyer shall be solely the responsibility and risk of Buyer, and shall not be chargeable in any respect to Seller. Buyer acknowledges that, except for Seller’s Representations, it is not relying on any statement or representation, whether express or implied, oral or written, that has been made or that in the future may be made by Seller or any of Seller’s employees, agents, attorneys or representatives concerning the Property Condition.

Buyer hereby acknowledges and agrees, except for Seller’s Representations, that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, “**AS IS**,” “**WHERE IS**” and “**WITH ALL FAULTS**”.

By the end of the Due Diligence Period, subject to the limitations of this Agreement, Buyer will have examined, reviewed and inspected the Property Conditions and other matters which, in Buyer’s judgment, bear upon the Property and its value and suitability for Buyer’s purposes. Upon Closing, Buyer will acquire the Property solely on the basis of its own examinations, reviews and inspections and the title insurance protection afforded by the Title Policy and Seller’s Representations.

Upon Closing, Buyer shall assume the risk that Property Conditions may not have been revealed by Buyer’s investigations. The release and waiver of claims set forth below shall be referred to as the “**Release**.” Upon the Closing, except with respect to Seller’s Representations, Buyer, on its own behalf and on behalf of each of its successors and assigns and each and all of its and their respective agents, representatives, trustees, property managers (whether agents or independent contractors), investment managers, investment advisors, attorneys, consultants, contractors, partners, managers, members, shareholders, parents, subsidiaries, affiliates, joint ventures, directors, officers and employees and each of their agents, representatives, trustees, property managers (whether agents or independent contractors), investment managers, investment advisors, attorneys, consultants, contractors, partners, managers, members, shareholders, parents, subsidiaries, affiliates, joint ventures, directors, officers and employees of any tier (collectively, “**Waiver Parties**”) releases Seller, NYL Investors LLC and New York Life Insurance Company and each of their agents, representatives, trustees, property managers (whether agents or independent contractors), investment managers, investment advisors, attorneys, consultants, contractors, partners, managers, members, shareholders, beneficiaries, parents, subsidiaries, affiliates, joint ventures, directors, officers and employees and each of their agents, representatives, trustees, property managers (whether agents or independent contractors), investment managers, investment advisors, attorneys, consultants, contractors, partners, managers, members, shareholders, beneficiaries, parents, subsidiaries, affiliates, joint ventures, directors, officers and employees of any tier and each of their respective successors and assigns (collectively, “**Released Parties**”) from, and waives any and all liability, claims, demands, damages and costs (including attorneys’ fees and expenses) of any and every kind or character, known or unknown, for, arising from, or attributable to, any and all Property Conditions, including, without limitation,

any and all actual, threatened or potential claims, claims for contribution under Environmental Laws, suits, proceedings, actions, causes of action, demands, liabilities, losses, obligations, orders, requirements or restrictions, liens, penalties, fines, charges, debts, damages, costs, and expenses of every kind and nature, whether now known or unknown, whether foreseeable or unforeseeable, whether under any foreign, federal, state or local law (both statutory and non-statutory), and, whether asserted or demanded by a third party against any of the Waiver Parties or incurred directly or indirectly by any of the Waiver Parties themselves (collectively, “**Claims**”), which any of the Waiver Parties has or may have arising from or related to the following (collectively, “**Released Claims**”): (i) the physical condition of the Property, the financial condition of the Property, or the financial condition of the tenants under the Leases, the value of the Property or its suitability for Buyer’s use, the status of any of the Leases or of the tenants thereunder, the ownership, management or operation of the Property, including any claim or demand by any tenant for the refund or return of any security deposit or other deposit to the extent credited to Buyer at Closing and in compliance with all proration obligations under this Agreement, or the accuracy or completeness of any information reviewed by Buyer in connection with its investigations of the Property and which may have been relied upon by Buyer in deciding to purchase the Property, (ii) any Handling of any Waste Materials or Hazardous Materials at, beneath, to, from, or about the Property, (iii) any compliance or non-compliance with Environmental Laws regarding any Waste Materials, Hazardous Materials or any Handling related thereto at, beneath, to, from, or about the Property, (iv) any acts, omissions, services or other conduct related to any of the foregoing items “(i)” through “(iii),” inclusive, and/or (v) any condition, activity, or other matter respecting the Property that is not addressed by any of the foregoing items “(i)” through “(iv),” inclusive, and that is related to pollution or protection of the environment, natural resources, or public health; provided, however, the Released Claims shall not include claims for breach of Seller’s Representations. Buyer acknowledges that any condition of the Property which Buyer discovers or desires to correct or improve prior to or after the Closing Date shall be at Buyer’s sole expense. This Release shall survive the Closing and the recording of the Deed conveying the Property from Seller to Buyer.

BUYER ACKNOWLEDGES THAT THIS WAIVER AND RELEASE IS VOLUNTARY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE, AND IS GIVEN AS PART OF THE CONSIDERATION FOR THE AGREEMENTS SET FORTH HEREIN. BUYER EXPRESSLY ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE, WHICH IT NOW BELIEVES TO BE TRUE WITH RESPECT TO THE RELEASE OF CLAIMS. BUYER AGREES THAT THE FOREGOING RELEASE SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS. BUYER HEREBY SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS CAREFULLY REVIEWED THIS SUBSECTION AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL AND THAT THE PROVISIONS OF THIS SUBSECTION ARE A MATERIAL PART OF THIS AGREEMENT. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SUBSECTION AND RELEASE.

BUYER’S INITIALS

As used in this Agreement, the following terms have the following definitions:

- (1) “**Environmental Laws**” means any applicable foreign, federal, state or local law, statute, regulation, rule, ordinance, permit, prohibition, restriction, license, requirement, agreement, consent, or approval, or any determination, directive, judgment, decree or order of any executive, administrative or judicial authority at any federal, state or local level (whether now existing or subsequently adopted or promulgated)

relating to pollution or the protection of the environment, natural resources or public health and safety.

(2) **“Handling”** means, at any time and to any extent and in any manner whatsoever, any presence of or any handling, storing, transferring, transporting, treating, using, recycling, separating, sorting, incinerating, transforming, reconstituting, containing, containerizing, packaging, manufacturing, generating, abandoning, covering, capping, dumping, closing, maintaining, disposing, placing, discarding, encapsulating, filling, landfilling, investigating, monitoring, remediating, removing, responding to, reporting on, testing, releasing, contamination resulting from, spilling, leaking, pouring, emitting, emptying, discharging, injecting, escaping, migrating, or leaching.

(3) **“Hazardous Materials”** means any material, waste, chemical, compound, substance, mixture, or byproduct that is identified, defined, designated, listed, restricted or otherwise regulated under Environmental Laws as a “hazardous constituent,” “hazardous substance,” “hazardous material,” “extremely hazardous material,” “hazardous waste,” “acutely hazardous waste,” “hazardous waste constituent,” “infectious waste,” “medical waste,” “biohazardous waste,” “extremely hazardous waste,” “pollutant,” “toxic pollutant,” or “contaminant,” or any other formulation intended to classify substances by reason of properties that are deleterious to the environment, natural resources or public health or safety including, without limitation, ignitability, corrosiveness, reactivity, carcinogenicity, toxicity, and reproductive toxicity. The term Hazardous Materials shall include, without limitation, the following:

i. a “Hazardous Substance,” “Hazardous Material,” “Hazardous Waste,” or “Toxic Substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq. or the Solid Waste Disposal Act, 42 U.S.C. Section 6901, et seq., including any regulations promulgated thereunder, as any of the foregoing may be amended;

ii. “Oil” or a “Hazardous Substance” under Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1321, as may be amended, as well as any other hydrocarbonic substance, fraction, distillate or by-product;

iii. mold;

iv. asbestos and any asbestos containing material;

and

v. a substance that, due to its characteristics or interaction with one or more other materials, wastes, chemicals, compounds, substances, mixtures, or byproducts, damages or threatens to damage the environment, natural resources or public health or safety, or is required by any law or public entity to be remediated, including remediation which such law or public entity requires in order for property to be put to any lawful purpose.

(4) **“Waste Materials”** means any putrescible or nonputrescible solid, semisolid, liquid or gaseous waste of any type whatsoever, including, without limitation:

i. any garbage, trash, refuse, paper, rubbish, ash, industrial or commercial or residential waste, demolition or construction wastes, abandoned vehicles or parts thereof, discarded home and industrial appliances, sewage, sewage sludge, manure, vegetable or animal solid and semisolid waste, and any other item intended to be or actually dumped, abandoned, discarded, treated, transformed, incinerated, disposed of or recycled; and

ii. any “solid waste” as defined in the Solid Waste Disposal Act, 42 U.S.C. Section 6901, et seq., including any regulations promulgated thereunder, as any of the foregoing may be amended.

(j) Expiration of Due Diligence Period. Unless Buyer delivers a notice (the “**Termination Notice**”) to Seller before the end of the Due Diligence Period that Buyer elects to terminate this Agreement, Buyer shall be deemed to have elected to proceed with the transactions contemplated in this Agreement and to waive further diligence and investigation without any conditions or qualifications. If this Agreement is terminated in accordance with this Section 4(j), Buyer shall obtain a return of the Deposit and neither party shall have any rights or obligations hereunder (except to the extent otherwise provided herein with respect to obligations and liabilities that expressly survive the termination of this Agreement). If Buyer does not timely deliver the Termination Notice, the Deposit shall be deemed nonrefundable to Buyer, except in instances of Seller default under this Agreement, failure of the Buyer’s Conditions Precedent to be satisfied or waived in writing by Buyer, or as otherwise expressly set forth in this Agreement. Buyer may determine to deliver or not to deliver a Termination Notice in its sole and absolute discretion for any reason or no reason.

(k) Termination of Agreement. If this Agreement is terminated prior to Closing for any reason other than Seller’s default, then, Buyer shall return to Seller or destroy, within five (5) Business Days after termination, all original documents delivered to Buyer pursuant to Sections 4(b) and 4(c) and copies made by Buyer and its partners, attorneys, accountants, consultants, agents and prospective lenders, provided that Buyer (a) may retain copies of such documents for compliance purposes and in accordance with Buyer’s internal document retention policies, (b) will not be required to purge any electronic documents in its electronic archive system, and (c) may retain copies of any notes or summaries made from such documents so long as such notes or summaries are kept subject to the terms of this Agreement. Buyer agrees to, promptly and only after written request by Seller to Buyer, deliver to Seller copies of all reports, studies and results of tests and investigations obtained or conducted by Buyer or any other Buyer Parties with respect to the Real Property (excluding any internal books, records and files that are confidential, proprietary or privileged), provided that such delivery shall be without recourse and without representations and warranties of any nature whatsoever. The provisions of this Section 4(k) shall survive any termination of this Agreement.

(l) Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind.

(i) BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010: (A) ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO AND (B) ITS RIGHT TO RESCIND THIS AGREEMENT PURSUANT THERETO. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE FEASIBILITY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY THE SELLER TO BUYER. THE PROVISIONS OF THIS SECTION 13 TO THE AGREEMENT SHALL SURVIVE THE

CLOSING. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL".

(ii) Seller shall provide to Buyer with the "Environmental" section of the Seller Disclosure Statement, and Buyer waives its right to receive the balance of the Seller Disclosure Statement. Buyer further agrees that any information discovered by Buyer concerning the Property shall not obligate the Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information.

5. Conditions to Closing.

(a) Buyer's Conditions. The following conditions are precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"):

(i) Title Insurance. Title Company shall have issued or shall have irrevocably and unconditionally committed in writing to issue the Title Policy. Buyer may request additional title policy forms or endorsements, but such shall not constitute a Condition Precedent.

(ii) [Intentionally omitted.]

(iii) Deliveries Complete. Seller shall have delivered to Buyer or Escrow Agent the documents listed in Sections 7(c) and 7(e) of this Agreement.

(iv) Representations and Warranties. Seller's Representations shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date, except to the extent that they expressly relate to an earlier date. Seller shall have performed in all material respects each and every covenant, undertaking and agreement required to be performed by Seller under this Agreement and all of Seller's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the expiration of the Due Diligence Period and as of the Closing Date as if made on such date, as evidenced by the delivery by Seller of certificates of Seller, in form and substance reasonably acceptable to Buyer, updating and setting forth any information which qualifies any of the Seller's Representations set forth herein no later than one (1) Business Day prior to the Closing (such certificate being referred to herein as the "**Seller Closing Certificate**"). Any such qualifications shall be deemed to modify the Seller's representations herein but, if the qualifications are material, shall give Buyer the right to terminate this Agreement within five (5) Business Days of receipt of any such qualification, subject to Section 6(c), but otherwise without recourse against Seller for such qualifications except to the extent such qualifications were caused by Seller's knowing concealment. In addition, Seller's representations shall be deemed modified to the extent that Buyer is deemed to know prior to the end of the Due Diligence Period that Seller's representations are inaccurate, untrue or incorrect in any way, but Buyer does not timely deliver the Termination Notice. Buyer shall be "deemed to know" any fact, circumstance or information or shall have "deemed knowledge" of the same to the (a) any Buyer's representative has actual knowledge of a particular fact or circumstance or information that is inconsistent with any Seller's representation, or (b) this Agreement, the closing documents executed by Seller, the Due Diligence Documents, or any reports prepared or obtained by any Buyer's representative in connection with Buyer's due diligence discloses a particular fact or circumstance or contains information which is inconsistent with any Seller's representation. If Buyer has the right to terminate this Agreement due to any qualifications made in the Seller Closing Certificate, but does not do so and proceeds with the Closing, then Buyer shall have no recourse against Seller due to such qualifications, provided that in all events Buyer's obligation to terminate

or close shall be extended to accommodate the 5-Business Day timeframe following Buyer's knowledge of any such qualification.

(b) Seller's Conditions. The following conditions are conditions precedent to Seller's obligation to sell the Property (the "**Seller's Conditions**"):

(i) Deposit of Funds. Buyer shall have deposited the Purchase Price into escrow, subject to the adjustments set forth in Section 2 and Section 7(f) of this Agreement.

(ii) Deliveries Complete. Buyer shall have delivered to Seller or Escrow Agent the documents listed in Section 7(d) of this Agreement.

(iii) Representations and Warranties. Buyer's representations and warranties shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date, except to the extent that they expressly relate to an earlier date.

(c) Waiver of Condition. At any time on or before the date specified for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing the transaction contemplated by this Agreement, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 5, except to the extent that the same expressly survive Closing. Subject to the last sentence of this Section 5(c), in the event any of the conditions set forth in this Section 5 are neither waived nor fulfilled, Seller or Buyer (as appropriate) may terminate this Agreement (subject to the notice and cure rights set forth in this Agreement) and exercise such rights and remedies, if any, that such party may pursuant to the terms of Section 6. Seller shall be entitled to one or more extensions of the Closing Date (not to exceed thirty (30) days in the aggregate) for the purposes of satisfying any condition to Closing.

6. Remedies.

(a) If Buyer is in breach or default under this Agreement, which breach or default has not been cured by Buyer within ten (10) days (the "**Cure Period**") after notice from Seller, then (i) Seller may waive such breach or default and proceed to Close, or (ii) Seller may terminate this Agreement, in which case the Deposit shall be paid to and retained by Seller as liquidated damages and as Seller's sole remedy for such breach or default and neither party shall have any obligation to the other hereunder, except for provisions of this Agreement which expressly state they survive the termination of this Agreement; provided, however, that the Cure Period shall not apply with respect to Buyer's failure to timely deliver (x) the Deposit on the date(s) required hereunder, (y) the balance of the Purchase Price due on the Closing Date, or (z) the documents required to be delivered by Buyer on the Closing Date. **THE PARTIES HEREBY AGREE THAT SELLER'S ACTUAL DAMAGES IN SUCH EVENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE AND THAT THE AMOUNT OF THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT THE SALE OF THE PROPERTY IS NOT CONSUMMATED BY REASON OF A BREACH OR DEFAULT UNDER THIS AGREEMENT BY BUYER. HOWEVER, NOTHING IN THIS SECTION SHALL (x) PRECLUDE THE RECOVERY OF REASONABLE ATTORNEYS' FEES OR OTHER**

ACTUAL OUT-OF-POCKET THIRD PARTY COSTS PURSUANT TO SECTION 14(g) INCURRED BY SELLER IN ENFORCING THIS AGREEMENT, (y) LIMIT THE EFFECTIVENESS OF THE INDEMNIFICATION OBLIGATIONS OF BUYER UNDER SECTION 11 AND 14(b) OF THIS AGREEMENT, NOR (z) PRECLUDE THE SELLER'S EXERCISE OF REMEDIES PURSUANT TO SECTION 6(b).

SELLER'S INITIALS

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(b) If Seller terminates this Agreement pursuant to a right given to it hereunder and Buyer subsequently takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any *lis pendens* or other form of attachment against the Property), then notwithstanding Section 6(a), and in addition to Seller's rights in Section 6(a), Seller shall have the right to seek, and the named Buyer (and any permitted assignee of Buyer's interest hereunder) shall be liable for, all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by Seller by reason of such action to contest by Buyer

(c) If Seller is in material default under this Agreement, which default has not been cured by Seller within the Cure Period, then (i) Buyer may waive such default and proceed to Close, (ii) Buyer may terminate this Agreement, in which case the Deposit shall be paid to and retained by Buyer and Seller shall reimburse Buyer for its reasonable, out-of-pocket costs incurred with this Agreement not to exceed One Hundred Fifty Thousand Dollars (\$150,000), as Buyer's sole remedy for such default and neither party shall have any obligation to the other hereunder, except for provisions of this Agreement which expressly state they survive the termination of this Agreement; or (iii) Buyer may commence an action for specific performance (but not damages hereunder), provided that any action for specific performance must be commenced within forty-five (45) days after the expiration of the Cure Period. If Buyer elects to seek specific performance of this Agreement, then as a condition precedent to any suit for specific performance, Buyer shall have on or before the scheduled Closing Date, fully performed all of its obligations hereunder which are capable of being performed (other than the payment of the Purchase Price, which shall be paid as and when required by the court in the suit for specific performance). If Seller defaults in the performance of any of its obligations under this Agreement, Buyer shall not prepare, file or record a *lis pendens* against the Property and expressly waives any and all rights to do so. Buyer acknowledges that a material inducement to Seller's decision to sell the Property to Buyer is the agreement of Buyer not to impede or interfere with a subsequent sale of the Property by filing a *lis pendens* against the Property and that Seller will be damaged if Buyer fails to comply with the requirements of this Section 6(c).

7. Closing and Escrow.

(a) Upon mutual execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with Escrow Agent as instructions to Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer each agrees to execute such additional escrow instructions as may be appropriate, or reasonably required by Escrow Agent, to enable the escrow holder to comply with this Agreement; provided that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

(b) The Closing hereunder shall be held and delivery of all items to be made at the Closing shall be made at the offices of Escrow Agent on or before 11:00 a.m. (Pacific Time) on the Closing Date.

(c) At least one (1) Business Day prior to the Closing, Seller shall deliver to Escrow Agent, the following:

- (i) a duly executed and acknowledged Deed;
- (ii) two (2) duly executed counterparts of the Assignment of Intangible Property;
- (iii) two (2) duly executed counterparts of the Assignment and Assumption of Leases;
- (iv) [intentionally omitted];
- (v) [intentionally omitted];
- (vi) an affidavit pursuant to Section 1445(b)(2) of the United States Internal Revenue Code of 1986, as amended (the “Code”) and on which Buyer is entitled to rely, that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Code, substantially in the form of Exhibit H attached hereto, together with such affidavits and other documentation as may be required pursuant to any tax withholding laws or requirements of the State where the Property is located;
- (vii) a gap indemnity in favor of Title Company in form and substance approved by Title Company and reasonably satisfactory to Seller, in the event of an escrow Closing prior to recordation of the Deed pursuant to Section 2(b)(iii);
- (viii) a duly executed counterpart of the real estate excise tax affidavit (if required);
- (ix) the Seller Closing Certificate;
- (x) a duly executed counterpart of the Closing Statement;
- (xi) the originals or certified copies of any documents representing any Intangible Property being conveyed to Buyer, each to the extent in Seller’s possession, provided that such items may be delivered to Buyer outside of escrow on the Closing Date;
- (xii) keys to all doors to the Improvements which are in Seller’s or its agents’ possession (it being understood that such items may be delivered by Seller at the Property or made available for pickup from Seller’s property manager on the Closing Date); and
- (xiii) such resolutions and authorizations relating to Seller’s authority to undertake the transaction contemplated hereby as shall be reasonably required by Title Company.

Buyer may waive compliance on Seller’s part under any of the foregoing items by an instrument in writing.

(d) At least one (1) Business Day prior to the Closing, Buyer shall deliver to Escrow Agent, the following:

- (i) two (2) duly executed counterparts of the Assignment of Intangible Property;

- Leases;
- (ii) two (2) duly executed counterparts of the Assignment and Assumption of
 - (iii) [intentionally omitted];
 - (iv) a duly executed counterpart of the real estate excise tax affidavit (if required);
 - (v) a duly executed counterpart of the Closing Statement; and
 - (vi) such resolutions and authorizations relating to Buyer's power and authority to undertake the transaction contemplated hereby as shall be reasonably required by Seller or Title Company.

In addition, the Purchase Price, as adjusted for prorations and costs as provided herein shall have been delivered to Escrow Agent, as escrow holder.

Seller may waive compliance on Buyer's part under any of the foregoing items by an instrument in writing.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by the Title Company and/or Escrow Agent, or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with the terms hereof. In the event the Title Company requires Seller to provide an owner's declaration, Seller shall execute and deliver the Owner's Declaration in the form of Exhibit K attached hereto. The documents and instruments to be delivered pursuant to Sections 7(c) and 7(d) and this Section 7(e) shall be referred to herein, collectively, as the "**Closing Documents**".

(f) With respect to the Property, Seller shall be entitled to all income produced from the operation of the Property which is allocable to the period prior to the Closing Date and shall be responsible for all expenses allocable to that period; and Buyer shall be entitled to all income and responsible for all expenses allocable to the period beginning at 12:01 a.m. on the Closing Date. The following provisions pertain to apportionments, all of which are to be apportioned as of the close of business on the day prior to the Closing Date and the applicable adjustment(s) shall be made to the Purchase Price delivered to Seller, which apportionments and adjustments shall be set forth on the Closing Statement:

(i) Rents. Rent, percentage rent (if any), operating cost pass-throughs and other additional rent or charges payable to landlord under the Leases (collectively "**Rent**") and prepaid Rent under the Leases shall be apportioned as of the Closing Date, only to the extent then paid, based on the actual number of days in the month or other applicable period during which the Closing occurs. Unallocated security deposits then held by Seller shall be considered a credit due to Buyer for Closing settlement purposes. Any Rent received by Buyer following the Closing Date shall be applied first to costs of collection, then against the most recently accrued rent, then to any rental delinquencies accruing before the Closing Date, then to any rental delinquencies accruing after the Closing Date. Buyer agrees to use commercially reasonable efforts to collect and deliver to Seller any Rent or other payments due and payment under the Leases prior to the Closing Date for a period of six (6) months following Closing, provided that Buyer shall not be obligated to expend monies or commence litigation with respect thereto. Seller shall be entitled to invoice and collect from the tenants after the Closing any Rent payable for periods prior to Closing, provided that Seller shall not be permitted to bring any action to terminate any Lease or evict any tenant without Buyer's written approval in Buyer's sole and absolute discretion.

(ii) [Intentionally Omitted].

(iii) Utility Charges. To the extent that Seller (rather than the tenants) is responsible for utility charges, utility charges will be prorated between Buyer and Seller based on the most recently issued bills therefor, subject to adjustment after the Closing when the next bills are available, or if current meter readings are available, on the basis of such readings. Seller will request that all utility meters for the Property be read as close to the Closing Date as feasible.

(iv) Other Apportionments and Closing Costs. Amounts payable under the Assumed Contracts, annual or periodic permit and/or inspection fees, and liability for other Property operation and maintenance expenses and other recurring costs will be apportioned as of the Closing Date. Buyer shall pay: (A) personal property transfer tax, any sales/use tax and all recording fees for the recording of the Deed and related closing documents; (B) the cost of the Title Policy in excess of standard title insurance costs; (C) one-half of Escrow Agent's fees (except as otherwise provided by this Section 7(f)(iv)); and (D) all fees, costs and expenses incurred in connection with Buyer's due diligence activities. Seller shall pay: (1) real estate transfer tax, if any; (2) all recording fees associated with the removal of the Removal Defects or other title issues Seller agrees to Discharge; (3) the commission/fee payable to Seller's Broker; (4) the cost of standard title insurance and any endorsements to the Title Policy obtained to cure title objections in accordance with Section 4(e); and (5) one-half of Escrow Agent's fees (except as otherwise provided by this Section 7(f)(iv)). If this Agreement is terminated due to a default of Seller hereunder, then Seller shall pay all escrow fees and charges incurred in connection with such termination, and if this Agreement is terminated due to a default of Buyer hereunder, then Buyer shall pay all such escrow fees and charges. If this Agreement is terminated but not due to a default of either party, then each party shall pay one-half of such escrow fees and charges. Each party will pay its own legal fees and expenses incurred in connection with the transactions contemplated by this Agreement. Payment of all other costs incurred in connection with the transaction contemplated by this Agreement shall be allocated between Buyer and Seller in accordance with the custom of the County where the Property is located, as reasonably determined by Escrow Agent.

(v) Real Estate Taxes and Special Assessments. General real estate taxes and assessments paid by the tenants under the Leases shall not be prorated. Subject to the preceding sentence, general real estate taxes and assessments payable during the tax year in which Closing occurs will be prorated at the Closing on an accrual basis on the basis of the taxes and assessments that accrue and are due and payable during the tax year in which the Closing occurs as follows: (i) Seller shall be responsible for that portion of such taxes and assessments equal to (A) the total such taxes due and payable during the tax year in which the Closing occurs, multiplied by (B) a fraction, the numerator of which shall be the number of days in such tax year prior to the Closing Date, and the denominator of which shall be 365; and (ii) Buyer shall be responsible for that portion of such taxes and assessments equal to (A) the total such taxes due and payable during the tax year in which the Closing occurs, multiplied by (B) a fraction, the numerator of which shall be the number of days in such tax year subsequent to and including the Closing Date, and the denominator of which shall be 365. Notwithstanding anything to the contrary herein, Seller shall be entitled to any and all tax refunds relating to the period before the Closing Date, regardless of when the refunds are received, except if and to the extent that such refunds are payable to tenants of the Property at the time such refunds are received under the terms of their respective Leases, in which case the refundable portion of the amount received shall be paid to such tenants. Buyer shall pay any such refund received by Buyer to Seller, less amounts paid to tenants as described above, within five (5) Business Days of receipt by Buyer or its successors-in-interest. Seller shall have the sole authority to prosecute any tax protest, challenge or appeal for a tax year ending prior to the Closing Date and

Buyer shall reasonably cooperate (with Seller paying any out-of-pocket costs incurred by Buyer in doing so) in the prosecution of any such protest, challenge or appeal.

(vi) Closing Statement. Escrow Agent shall prepare a preliminary Closing settlement statement and shall deliver such statement to Buyer and Seller for approval no less than three (3) Business Days prior to the Closing Date (the approved statement being referred to as the “**Closing Statement**”).

(vii) Post-Closing Reconciliation. Seller and Buyer hereby agree that if any of the Section 7(f) prorations cannot be calculated accurately as of the Closing Date, then the same shall be estimated (based on current information then known, such as the most recent tax bills) for the purposes of Closing, and within thirty (30) days after the Closing Date, or as soon as sufficient information is available to permit the parties to effectively calculate such prorations (but in no event later than the date which is three hundred sixty-five (365) days following the Closing Date), the parties shall make such adjustments to the prorations as necessary to reflect the accurate information, and the parties shall then make such payments to one another as necessary to correct any errors made in the prorations as of the Closing Date once such correct information is available. Either party owing the other party a sum of money based on such subsequent prorations shall pay such sum to the other party within ten (10) days after such calculations.

(viii) Survival. The provisions of Section 7(f) shall survive the Closing until the date which is three hundred sixty-five (365) days following the expiration of the calendar year in which the Closing occurs.

8. Representations and Warranties of Seller. The phrase “to Seller’s knowledge” means to the actual (and not constructive), present knowledge of Peter Fisco or Thomas Hwang (the “**Designated Representatives**”), of Seller, without any duty of inquiry, investigation or inspection. There shall be no personal liability on the part of the Designated Representatives arising out of any of the Seller’s representations. Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be true as of the Effective Date, and as of the Closing Date, subject to the provisions of Sections 5(a)(iv), 10 and 14(m):

(a) Status. Seller is duly organized or formed, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and perform the terms of this Agreement.

(b) Authorization. This Agreement is duly authorized and executed by Seller, and this Agreement and all documents required to be executed by Seller in connection herewith, are and shall be, when executed, valid, legally binding obligations of Seller, enforceable in accordance with their terms. To Seller’s Knowledge, neither the execution and delivery of this Agreement, nor the performance by Seller of the obligations hereunder, will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller is bound. No action, proceeding or investigation is pending or, to Seller’s Knowledge, threatened against Seller, before any governmental or other authority that would affect its ability to carry out its obligations under this Agreement.

(c) Litigation. To Seller’s knowledge, Seller has not received any written notice of any current or threatened or pending litigation against Seller or the Property (including, without limitation, any condemnation proceedings).

(d) Condemnation. To Seller's knowledge, Seller has not received any written notice of any current, or pending or threatened condemnation or eminent domain action by any governmental authority with respect to all or any part of the Property, other than from Buyer.

(e) Leases. Attached hereto as Exhibit E is a schedule of the Leases as of the Effective Date. The information set forth in said Exhibit E is accurate in all material respects as of the Effective Date and all such Leases are in writing except as set forth on Exhibit E and if any such Lease is not in writing the material terms of the tenancy, to Seller's knowledge, are set forth in Exhibit E. If there are any inconsistencies between the information set forth in Exhibit E and the provisions of such Leases or copies thereof which have been exhibited or provided to Buyer or its representative(s), then the provisions of the Leases shall prevail and Exhibit E shall be deemed amended accordingly.

(f) Contracts. Seller has not entered into any service agreements, equipment leasing contracts or other contracts relating to the management of the Property which will be in force after the Closing, except for the Leases and the Contracts and, if applicable, any document recorded against any part of the Property. Except as described on Exhibit F, each of such listed Contracts is in full force and effect, and, to Seller's knowledge, there is no default by Seller or any other party, thereunder. Except as set forth on Exhibit F, to Seller's knowledge, all amounts required to be paid by Seller under the Service Contracts prior to the Effective Date have been paid.

(g) Compliance. To Seller's knowledge, (i) Seller has not received any written notice that the Property is not in compliance with any laws or ordinances applicable to the ownership and operation of the Property and (ii) no license or permit that has not been obtained is required for the use, ownership or operation of the Property.

(h) Environmental Matters. To Seller's knowledge, the Due Diligence Documents include all of the recent third party reports relating to Hazardous Materials at the Property and issued to Seller within the last two (2) years of the Effective Date.

(i) Non-foreign Person. Seller is not a "foreign person" as that term is defined in Section 1445(f) of the Code and any similar provisions of applicable state law, and the regulations issued thereunder.

(j) Non-foreign Assets. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Seller:

(i) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

(ii) has not been determined by competent authority to be subject to the prohibitions contained in the Orders; and

(iii) is not owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity that has been determined by competent authority to be subject to the prohibitions contained in the Orders

(iv) is not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities on the Lists or that has been determined by competent authority to be subject to the prohibitions contained in the Orders; and

(v) agrees to cooperate with Buyer in providing such additional information and documentation on Seller's legal or beneficial ownership, policies, procedures and sources of funds as Buyer reasonably deems necessary or prudent solely to enable it to comply with Orders or anti-money laundering laws as now in existence or hereafter amended.

(k) ERISA. Seller is not, nor is acting on behalf of, an entity or person that is any of the following: (i) a benefit plan investor as defined under 29 CFR Section 2510.3-101, as modified by Section 3(42) of the Employee Retirement Income Security Act of 1974, as amended (the "**Plan Assets Regulation**"), or (ii) any other entity that holds ERISA "plan assets" under the Plan Assets Regulation, or (iii) a "governmental plan" (as defined in Section 3(32) of ERISA).

(l) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing Date as follows (such representations and warranties to survive the Closing):

(a) Status. Buyer is duly organized or formed, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and perform the terms of this Agreement.

(b) Authorization. This Agreement is duly authorized and executed by Buyer, and this Agreement and all documents required to be executed by Buyer in connection herewith, are and shall be, when executed, valid, legally binding obligations of Buyer, enforceable in accordance with their terms. To Buyer's knowledge, neither the execution and delivery of this Agreement, nor its performance by Buyer, will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Buyer is a party or by which Buyer is bound. There are no actions or proceedings pending or, to Buyer's knowledge, threatened to liquidate, reorganize, place in bankruptcy or dissolve Buyer, and Buyer is contemplating no such action.

(c) Proceedings. No action, proceeding or investigation is pending or, to Buyer's knowledge, threatened against Buyer, before any governmental or other authority that would affect its ability to carry out its obligations under this Agreement.

(d) Non-foreign Assets. Buyer is and will remain in compliance with the requirements of the Orders. Buyer:

(i) is not listed on the Lists;

(ii) has not been determined by competent authority to be subject to the prohibitions contained in the Orders;

(iii) is not and will not become owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity that has been determined by competent authority to be subject to the prohibitions contained in the Orders;

(iv) is not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities on the Lists or that has been determined by competent authority to be subject to the prohibitions contained in the Orders; and

(v) agrees to cooperate with Seller in providing such additional information and documentation on Buyer's legal or beneficial ownership, policies, procedures and sources of funds as Seller reasonably deems necessary or prudent solely to enable it to comply with Orders or anti-money laundering laws as now in existence or hereafter amended.

(e) ERISA. Buyer is not, nor is acting on behalf of, an entity or person that is either (i) a benefit plan investor as defined under Plan Assets Regulation or (ii) any other entity that holds ERISA "plan assets" under the Plan Assets Regulation. No transaction contemplated in the Agreement will be subject to any rules or regulations applicable to a "governmental plan" (as defined in Section 3(32) of ERISA) by virtue of Buyer's involvement.

(f) Condemnation. Buyer has the present ability and authority to use its power of eminent domain to acquire the Property, and has specific statutory authority authorizing its power of eminent domain for the Property under the conditions presented. The acquisition of the Property contemplated in this Agreement is under the threat of eminent domain. If Seller were unwilling to sell the Property to Buyer, Buyer would exercise its power of eminent domain to acquire the Property.

10. Warranties and Indemnifications.

(a) Seller's Representations Deemed Modified. To the extent that Buyer knows or is deemed to know prior to the expiration of the Due Diligence Period that Seller's Representations are inaccurate, untrue or incorrect in any way, such Seller's Representations shall be deemed modified to reflect Buyer's knowledge and deemed knowledge.

(b) Breach Prior to Closing. If after the expiration of the Due Diligence Period but prior to the Closing, either Buyer or Seller obtains actual knowledge that any of the representations or warranties made herein are untrue, inaccurate or incorrect in any material respect, such party shall give the other party written notice thereof within five (5) Business Days of obtaining such knowledge (but, in any event, prior to the Closing). In the event of any breach of Seller's Representations, Seller shall have the right to cure such misrepresentation or breach and shall be entitled to a reasonable extension of the scheduled Closing Date (not to exceed thirty (30) days) for the purposes of such cure. The untruth, inaccuracy or incorrectness of Seller's Representations shall be deemed material for all purposes of this Agreement only if such untruth, inaccuracy or incorrectness of Seller's Representations is reasonably estimated to either: (i) exceed Two Hundred Thousand Dollars (\$200,000.00). If any of Seller's Representations are untrue, inaccurate or incorrect but are not, in the aggregate, untrue, inaccurate or incorrect in any material respect as set forth herein, Buyer shall be deemed to waive such misrepresentation or breach of warranty, and Buyer shall be required to consummate the transaction contemplated by this Agreement without any reduction of or credit against the Purchase Price.

11. Indemnity. Buyer hereby waives and agrees to protect, indemnify, defend and hold the Released Parties free and harmless from and against any and all losses, damages, injuries, accidents, fires or other casualties, liabilities, claims, costs or expenses (including, but not limited to, any and all damage to any portion of the Property and reasonable attorneys' fees and expenses) of any kind or character (i) to any person or property relating to any personal injury, bodily injury, death or property damage resulting from due diligence activities on the Property by or for Buyer; or (ii) for any violation of any law, ordinance or regulation resulting therefrom. Counsel retained by Buyer for purposes of this Section 11 shall be reasonably acceptable to Seller. To the extent in compliance with RCW 4.24.115, Buyer's obligations hereunder shall not apply to claims or liabilities caused solely by the willful misconduct or gross negligence of Seller or the Released Parties seeking the benefit of this Section 11. Buyer shall have no responsibility or liability for: (a) any adverse condition or defect on or affecting the Property not caused by Buyer during its inspections; (b) the discovery of hazardous materials or substances not introduced by Buyer except to the extent that the Buyer's actions exacerbate any condition discovered; and (c) the discovery or legally required disclosure by Buyer of any pre-existing condition of or on the Property. The indemnification provisions of this Section 11 and the covenants, representations and warranties provided in this Agreement shall survive the Closing or earlier termination of this Agreement.

12. Risk of Loss. In the event any of the Property is damaged or destroyed prior to the Closing Date, and such damage or destruction (a) (i) would cost less than the Purchase Price to repair and is fully covered by Seller's insurance, except for the deductible amounts thereunder, or (ii) is not insured but would cost less than One Million Dollars (\$1,000,000) to repair or restore, (b) does not materially and adversely affect required access to or parking at the Property ("**Loss of Access**") and (c) does not give rise to any right of any tenant(s) representing ten percent (10%) or more of the gross monthly rents of the Property to terminate its or their Lease(s) pursuant to the terms of such Lease(s), unless such rights have been waived ("**Loss of Tenant**"), then this Agreement shall remain in full force and effect, and Buyer shall acquire the Property upon the terms and conditions set forth herein ("**Immaterial Casualty**"). In such event, Buyer shall receive a credit against the Purchase Price equal to the lesser of the cost of repairs or restoration required to be completed after the Closing or the deductible amounts under Seller's insurance policies (except the portion applied to repairs and except to the extent reimbursable by tenants under any of the Leases) less the amount of Seller's costs in connection with such damage or destruction, and Seller shall assign to Buyer all of Seller's right, title and interest in and to all proceeds of insurance on account of such damage or destruction. In the event of a casualty other than an Immaterial Casualty or in the event that the Property becomes the subject of any condemnation proceeding involving a material portion of the rentable Improvements or a substantial access to the Property or a Loss of Access or a Loss of Tenant, then Buyer shall have the right, at its election, to terminate this Agreement by delivery of notice of termination to Seller within ten (10) days after having been given notice of such circumstance but in any event prior to the scheduled Closing Date, whereupon Buyer and Seller shall instruct Escrow Agent to return the Deposit to Buyer, and Buyer and Seller shall be released from all obligations hereunder pertaining to the Property (other than the provisions which expressly survive the termination of this Agreement). If Buyer elects not to terminate this Agreement, Seller shall assign to Buyer Seller's right, title and interest in any proceeds of insurance or condemnation awards on account of such damage or destruction less Seller's reasonable costs and expenses incurred in obtaining the proceeds or award, as applicable, and the costs and expenses incurred by Seller prior to Closing respecting any repairs or restoration work made by Seller as a result of the casualty or condemnation, and the Purchase Price shall be reduced only by an amount equal to the lesser of the cost of repairs or restoration remaining to be completed or the unpaid portion, if any, of the deductible(s) payable in connection with any insurance proceeds received. For the purpose of determining any credit to Buyer under this Section 12, the deductible applicable to any uninsured loss shall be deemed to be Zero Dollars (\$0). Any repairs or restoration elected to be made by Seller pursuant to this Section 12 shall be first paid out of insurance proceeds and the deductible and made as promptly as reasonably possible, and at Seller's election in its sole and absolute discretion, the Closing shall be extended until the repairs or restoration are/is substantially completed.

13. Covenants.

(a) Seller's Covenants. Seller hereby covenants and agrees as follows prior to Closing:

(i) Maintenance Duties. Seller will continue to operate the Property in substantially the same manner as of the date of this Agreement from the Effective Date through Closing. Before the Closing, Seller shall use commercially reasonable efforts to maintain the Property ("**Maintenance Duties**") in a manner consistent with past practices. Notwithstanding the above, Seller's Maintenance Duties shall specifically exclude the obligation (A) to repair or correct normal wear and tear or deferred maintenance, or (B) to expend more than Twenty-Five Thousand Dollars (\$25,000.00) with respect to Maintenance Duties in the aggregate, excluding amounts clearly reimbursable in full by tenants under the Leases.

(ii) New Contracts. Seller shall not enter into any new material contract, or any material amendment of any existing contract, or grant any material approval, consent (including, without limitation, any consent to assign or sublease) or waiver under any contract, to the extent such action would bind Buyer after the Closing, without (i) in the case of any contracts, amendments, approvals, consents or waivers entered into during the Due Diligence Period, obtaining Buyer's prior consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed, or (ii) in the case of contracts, amendments, approvals, consents or waivers entered into after the end of the Due Diligence Period, obtaining Buyer's prior consent thereto, which consent may be withheld, conditioned or delayed in Buyer's sole and absolute discretion for any reason or no reason; provided, that nothing in the foregoing prohibits Seller from entering into any Contract amendment which memorializes a right of the counterparty thereunder over which Seller has no discretion or any Lease on Seller's standard form. If Buyer does not reasonably disapprove Seller's request within three (3) Business Days following receipt of such written request, such lease, contract, amendment, approval, consent or waiver shall be unconditionally and irrevocably deemed to have been approved by Buyer.

(iii) Additional Covenants. Seller shall operate the Property in a manner consistent with past practices and perform all of its material obligations as landlord under the terms of the Leases and maintain its current insurance. Seller shall not, without Buyer's prior written consent, which consent may be withheld, conditioned or delayed in Buyer's sole and absolute discretion for any reason or no reason after the end of the Due Diligence Period (i) modify any entitlements affecting the Property, or (ii) make or permit any alterations to the Property.

14. Miscellaneous.

(a) Notices. Except as otherwise specifically provided in this Agreement, any notice, consent, request or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one Business Day after being deposited with Federal Express or another reliable overnight courier service, (iii) transmission by email during regular business hours at the receiver's location, and with a confirming copy sent the same Business Day by United States mail or deposited the same Business Day with Federal Express or another reliable overnight courier service, or (iv) three (3) Business Days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required and addressed as follows:

If to Seller: MSVEF - MF Huntington Park WA LP, LLC
c/o NYL Investors LLC
One Front Street, Suite 550
San Francisco, CA 94111
Attn: Peter Fisco
Telephone: (415) 402-4120
Email: Peter_P_Fisco@nylinvestors.com

With a copy to: NYL Investors LLC
One Front Street, Suite 550
San Francisco, California 94111
Attention: Associate General Counsel – Real Estate
Telephone: (415) 402-4123
Email: Mia_Tindle@newyorklife.com

And a copy to: Perkins Coie LLP
505 Howard Street Suite 1000
San Francisco, CA 94105
Attention: Camarin Madigan, Esq.
Telephone: (415) 344-7175
Email: CMadigan@perkinscoie.com

If to Buyer: Housing Authority of the City of Everett
P.O. Box 1547
Everett, WA 98206-1547
Attention: Ashley Lommers-Johnson
Telephone: (425) 303-1196
Email: ashleyflj@evha.org

With a copy to: Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, WA 98101
Attention: Kinnon Williams / Allison Schwartzman
Telephone: (206) 447-2887
Email: Kinnon.Williams@Foster.com /
a.schwartzman@foster.com

If to the Escrow Agent: Chicago Title Insurance Company
455 Market Street, Suite 2100
San Francisco, CA 94105
Attn: Terina J. Kung, Escrow Officer
Telephone No.: (415) 291-5128
Email: terina.kung@ctt.com

or such other address as any party may from time to time specify in writing to the other. A Party's attorney may give any notices required or permitted pursuant to this Agreement on behalf of such Party.

(b) Brokers/Intermediaries. Buyer and Seller each represent that it has not had any conversations or dealings with any broker, finder or other intermediary in connection with the Property other than Berkadia Northwest ("**Seller's Broker**"). Seller shall pay a real estate commission to Seller's Broker pursuant to a separate agreement with Seller's Broker. Buyer agrees to defend, indemnify and hold

harmless Seller, and Seller agrees to indemnify and hold harmless Buyer, from and against any and all liabilities, claims, demands, damages and costs of any kind (including reasonable attorneys' fees, costs and expenses) arising from or connected with any broker's or finder's fee or commission or charge claimed to be due by any person arising from or by reason of Buyer's or Seller's, as applicable, conduct with respect to this transaction (other than the commission to be paid to Seller's Broker by Seller). The provisions of this Section shall survive the Closing hereunder or earlier termination of this Agreement.

(c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall not assign this Agreement or its rights hereunder to any individual or entity without the prior written consent of Seller, except that upon written notice to Seller, Buyer may assign all its rights and delegate its duties under this Agreement to an entity that: (i) is controlled by or under common control with Buyer; and (ii) delivers, on or before the date that is two (2) business days before the Closing Date, to Seller a duly executed assignment and assumption, in form and substance reasonably satisfactory to Seller, of all of the duties and obligations of Buyer by the proposed assignee (including an express statement of the assumption of the representations and warranties in Section 9); provided that such assignment document shall include a provision that Buyer shall remain liable to Seller for the performance of the obligations of "Buyer" hereunder and such assignment shall not relieve Buyer from its obligations hereunder; and provided further that the assignment shall not delay Closing, Seller will communicate only with Buyer and its counsel and no assignee of Buyer, and Seller incurs no additional expense and no liability as a result thereof. Seller may not assign or otherwise transfer its interest under this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

(d) Amendments. Except as otherwise provided herein, this Agreement may be amended or modified only by an instrument executed by the party to be bound.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(f) Integration of Prior Agreements. The obligations of the parties under the Access Agreement shall continue to apply to any claims or obligations arising thereunder prior to the Effective Date. Except as provided in the preceding sentence, this Agreement and the exhibits hereto constitute the entire agreement between the parties and supersede all prior negotiations, correspondence, agreements and understandings between the parties relating to the subject matter hereof.

(g) Enforcement. In the event a dispute arises concerning the performance, meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute (as the arbitrator, judicial referee, or court shall determine) shall pay any and all reasonable, third-party, out-of-pocket costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, arbitration and court costs and attorneys' and experts' fees. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive the Closing or earlier termination of this Agreement and not be merged into any such judgment.

(h) Confidentiality.

(i) Confidential Information; General Agreement Not to Disclose; Permitted Disclosures. Buyer agrees that the information provided to or made available to Buyer by Seller

or its agents is proprietary and confidential in nature and will be delivered to or made available to Buyer solely to assist Buyer in determining the feasibility of purchasing the Property. Buyer further agrees that all studies, reports, test results or other information obtained by Buyer from Seller or its agent in connection with its observations or inspection of the Property shall remain confidential. Buyer agrees not to disclose any of the foregoing information, or any of the provisions, terms or conditions thereof, to any person or entity, or any of the terms of this Agreement or of any letter of intent or other agreement or letter pertaining to the Property, to any person or entity; provided that Buyer shall be permitted to disclose material information with respect to the Property or the terms of this Agreement to employees, consultants, attorneys or accountants employed by Buyer to review such information in connection with Buyer's Due Diligence, and to potential lenders and/or joint venture partners, provided that, prior to any such disclosure, Buyer notifies the persons and entities to whom such disclosures are made of the confidential nature of the information disclosed or discovered and the provisions of this Section with respect to such information.

(ii) Procedure Upon Receipt of Request or Demand for Disclosure. If Buyer receives a request, pursuant to the terms of a subpoena, order, civil investigation, demand or similar process to disclose anything required under this Agreement to be held confidential, Buyer agrees to promptly notify Seller, in writing, of the existence, terms and circumstances surrounding such request, to consult with Seller on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such information is required, Buyer shall furnish only that portion of the confidential information which, on the advice of its counsel, Buyer is legally compelled to disclose; provided, however, that Seller may, at its sole cost and expense, exercise efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to any such portion of the confidential information so required to be disclosed.

(iii) Exception to General Rule Prohibiting Disclosure. Seller agrees that portions of the confidential information need not be treated confidentially by Buyer if such portions of the confidential information (i) are or become generally known or available publicly through no act or failure to act of Buyer, or (ii) were already known by Buyer prior to disclosure to Buyer, or (iii) are or become available to Buyer from a source other than Seller.

(i) Time of the Essence; Dates. Time is of the essence in this Agreement. If any of the dates specified in this Agreement shall fall on a Saturday, a Sunday, or a holiday, such date shall be deemed to have expired at 5:00 p.m. (Pacific Time) on the next Business Day, notwithstanding anything to the contrary herein. Any action which is to be taken a specified number of days or Business Days before an identified date shall be timely if taken before 5:00 p.m. (Pacific Time) on the date which is the specified number of days before the identified date, including, in counting the specified number of days, the identified date. For example, if an action is to be taken at least two (2) Business Days before a date which falls on a Wednesday during a week when Monday through Wednesday, inclusive, are all Business Days, then the action shall be timely if taken before 5:00 p.m. (Pacific Time) on the Monday in such week.

(j) Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(k) Counterparts. This Agreement may be executed in any number of counterparts, including those transmitted by .pdf, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed

by other parties to this Agreement attached thereto. Signatures may be affixed manually or via DocuSign or similar electronic means. No party may raise (a) the use of a signature via DocuSign or similar electronic means or (b) the fact that the Agreement or any signature or agreement was transmitted or communicated through the use of facsimile machine, e-mail, PDF, DocuSign, or similar electronic format, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.

(l) 1031 Exchange. Upon request of a party hereto (the “**Requesting Party**”), the other party (the “**Cooperating Party**”) shall cooperate in effecting one or more tax-deferred like kind exchanges under Section 1031 of the Code in connection with the transaction contemplated by this Agreement, including the execution of escrow instructions and other documents therefor; provided that, the Requesting Party will pay any and all additional fees, costs or expenses connected with such exchange. Requesting Party may assign its rights in, and delegate its duties under, this Agreement (in part or in whole), as well as transfer its interest in the Property, to an exchange intermediary, and Requesting Party may add such intermediary as an additional party to the escrow; provided that, Requesting Party shall remain primarily liable under this Agreement, such assignment, delegation or transfer shall not delay Closing, and Cooperating Party incurs no additional expense as a result thereof. Without limiting the foregoing, Cooperating Party shall not by this Agreement or acquiescence to any exchange requested by Requesting Party have its rights under this Agreement modified or diminished in any manner or be responsible for compliance with or be deemed to have warranted to Requesting Party that any such exchange in fact complies with Section 1031 of the Code. Cooperating Party shall have the right to review and approve any documents to be executed by Cooperating Party in connection with any such exchange requested by Requesting Party; provided, however, such approval shall not be unreasonably withheld, conditioned or delayed. Cooperating Party shall have no obligation to execute any documents or to undertake any action by which Cooperating Party would or might incur any liability or obligation not otherwise provided for in the other provisions of this Agreement or to take title to any additional property. Neither the conveyance of title to the Property to Requesting Party’s designated intermediary, or qualified exchange accommodation title holder (if applicable), nor any exchange shall amend or modify the representations, warranties and covenants of Requesting Party to Cooperating Party under this Agreement or the survival thereof pursuant to this Agreement in any respect, nor shall any such conveyance or exchange result in a release of Requesting Party with respect to such representations, warranties and/or covenants. Requesting Party hereby agrees to indemnify, defend and hold Cooperating Party harmless from and against any and all losses, damages, injuries, liabilities, claims, costs or expenses (including, but not limited to, reasonable attorneys’ fees) arising from any such exchange requested by Requesting Party (other than what would have been applicable under this Agreement without such exchange), which indemnification agreement shall expressly survive the termination of this Agreement or the Closing and not be merged therein. Requesting Party will be relying solely upon the advice and counsel of professionals of the Requesting Party’s choice in structuring, executing and consummating any such exchange.

(m) Survival and Limitations.

(i) The parties agree that Seller’s Representations shall expire and shall be of no further force or effect as of one hundred eighty (180) days following the Closing Date (the “**Limitation Period**”). If Buyer, within the Limitation Period, gives notice to Seller of any breach of such Seller’s Representations or any Post-Closing Default (the “**Notice**”) (which Notice shall not be effective unless it sets forth, in detail and with particularity, the breach or default and the factual basis for asserting the same), and if Seller fails to cure such breach or Post-Closing Default, as the case may be, within thirty (30) days following the giving of such Notice (or, if such breach or Post-Closing Default cannot reasonably be cured within thirty (30) days, Seller shall be provided with an additional reasonable time period to cure such breach, so long as such cure has been commenced within such thirty (30) days and has been diligently pursued and is concluded within

one hundred twenty (120) days following the giving of such Notice), then Buyer's sole remedy shall be an action at law for damages as a consequence thereof, which must be commenced, if at all, prior to the expiration of the Overall Limitation Period as more particularly set forth in Section 14(m)(iii). The Limitation Period shall apply to known as well as unknown breaches of such Seller's Representations; provided that, the Closing shall be deemed to constitute a waiver of any breach of which Buyer is deemed to know or had actual knowledge as of the Closing Date. Buyer shall not have the right to bring a cause of action for a breach of a Seller's Representation unless the damage to Buyer on account of such breach (individually or when combined with damages from other breaches) equals or exceeds Seventy-Five Thousand Dollars (\$75,000.00), and Buyer agrees that the post-Closing maximum liability of Seller for the alleged breach of any or all Seller's Representation and/or any Post-Closing Default is limited to One Million Dollars (\$1,000,000.00), as more particularly set forth in Section 14(m)(ii).

The term "**Post-Closing Defaults**" means all (i) post-Closing defaults by Seller under this Agreement and the agreements and instruments to be delivered by Seller at Closing including, without limitation, the Deed, and (ii) all pre-Closing Seller defaults not waived pursuant to this Agreement and not known or deemed to be known by Buyer as of Closing, but shall not include Post-Closing Reconciliations, which instead shall be governed by Section 7(f) of this Agreement. In the event of one or more Post-Closing Defaults, Buyer's sole and exclusive remedy shall be to seek actual damages in an amount (including attorneys' fees and costs) not to exceed the limits set forth in this Section 14(m). The provisions of this Section 14(m) shall survive any termination of this Agreement.

(ii) The aggregate liability of Seller to Buyer and all those claiming by or through Buyer for claims, demands, damages, expenses (including attorneys' fees), suits, awards, judgments and liabilities asserted, awarded or otherwise recovered against Seller in connection with this Agreement, any document executed by Seller in connection with this Agreement and/or the Property, including claims for breaches of Seller's Representations and any and all Post-Closing Defaults, shall not exceed One Million Dollars (\$1,000,000.00). Notwithstanding anything to the contrary, the limitations of liability of this Section 14(m)(ii) shall not apply with respect to Buyer's right to recover its attorneys' fees and expenses in accordance with Section 14(g).

(iii) Any right of Buyer to bring a claim, suit or demand under this Agreement or any document executed by Seller pursuant to this Agreement shall expire and shall be of no further force or effect as of the Limitation Period. Notwithstanding the foregoing, if Buyer delivers the Notice within the Limitation Period, Buyer may bring a claim, suit or demand under this Agreement within ninety (90) days from the Limitation Period (the "**Overall Limitation Period**") with respect to the breach identified in the Notice. Buyer's right to bring such claim, suit or demand shall be subject to any applicable notice and cure rights described in Section 14(m)(i) above; provided that, if such cure rights and cure period extend beyond the Limitation Period, then the Overall Limitation Period shall be extended to the date that is ninety (90) days after Seller's cure period has expired. The Overall Limitation Period referred to herein shall apply to known as well as unknown breaches of this Agreement or any such document or other bases for claims that may be brought under this Agreement or any such document.

(n) Exculpation. Buyer and Seller each agree that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other affiliate of the other, or any officer, director, employee, trustee, shareholder, partner, or principal of any such parent, subsidiary or other affiliate (collectively, "**Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby (including, without limitation, under any documents executed pursuant hereto).

Subject to the limitations set forth in this Agreement, Buyer and Seller agree to look solely to the other and its assets for the satisfaction of any liability or obligation arising under this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto, or for the performance of any of the covenants, warranties or other agreements contained herein or therein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any Affiliates with respect to any matters arising out of or in connection with this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. Without limiting the generality of the foregoing provisions of this Section 14(n), Buyer and Seller each hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Affiliates, and hereby unconditionally and irrevocably releases and discharges Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Buyer or Seller, as applicable, against Affiliates, in connection with or arising out of this Agreement, the transactions contemplated hereby or the documents executed pursuant hereto. The provisions of this Section 14(n) shall survive the termination of this Agreement and the Closing.

(o) Designation of Reporting Person. In order to assure compliance with the requirements of Section 6045 of the Code, and any related reporting requirements of the Code, the parties hereto agree as follows:

(i) Provided Escrow Agent shall execute a statement in writing (in form and substance reasonably acceptable to the parties hereunder) pursuant to which it agrees to assume all responsibilities for information reporting required under Section 6045(e) of the Code, Seller and Buyer shall designate Escrow Agent as the person to be responsible for all information reporting under Section 6045(e) of the Code (the “**Reporting Person**”). If Escrow Agent refuses to execute a statement pursuant to which it agrees to be the Reporting Person, Seller and Buyer shall agree to appoint another third party as the Reporting Person.

(ii) Seller and Buyer hereby agree:

(1) to provide to the Reporting Person all information and certifications regarding such party, as reasonably requested by the Reporting Person or otherwise required to be provided by a party to the transaction described herein under Section 6045 of the Code; and

(2) to provide to the Reporting Person such party’s taxpayer identification number and a statement (on Internal Revenue Service Form W-9 or an acceptable substitute form, or on any other form the applicable current or future Code sections and regulations might require and/or any form requested by the Reporting Person), signed under penalties of perjury, stating that the taxpayer identification number supplied by such party to the Reporting Person is correct.

Each party hereto agrees to retain this Agreement for not less than four (4) years from the end of the calendar year in which the Closing occurs, and to produce it to the Internal Revenue Service upon a valid request therefor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller:

MSVEF-MF HUNTINGTON PARK WA LP,
a Delaware limited partnership

By: **MSVEF-MF HUNTINGTON PARK GP LLC,**

a Delaware limited liability company,
its General Partner

By: _____
Name: Thomas B. Hwang
Title: Vice President

Buyer:

HOUSING AUTHORITY OF THE CITY OF EVERETT,
a public body corporate and politic of the state of Washington

By: _____
Name: Ashley Lommers-Johnson
Title: Executive Director

ESCROW AGENT JOINDER

Escrow Agent joins herein in order to evidence its agreement to hold the Deposit and to perform the duties and obligations of Escrow Agent set forth in this Agreement.

Dated: _____, 20____.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

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Exhibit A	Description of Real Property
Exhibit B	Form of Deed
Exhibit C	Form of Bill of Sale and Assignment of Contracts and Intangible Property
Exhibit D	Form of Assignment and Assumption of Leases
Exhibit E	Reserved
Exhibit F	Schedule of Contracts
Exhibit G	Reserved
Exhibit H	Form of FIRPTA Affidavit
Exhibit I	List of Due Diligence Documents
Exhibit J	Reserved
Exhibit K	Form of Owner's Declaration

SCHEDULE 1

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Discharge	Section 4(e)(iii)
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Due Diligence Documents	Section 4(b)
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SCHEDULE 1

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SCHEDULE 1

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 280518-001-017-00

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER THAT BEARS NORTH 00°26'17" EAST, 513.60 FEET FROM THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 78°17'11" WEST, 97.55 FEET;
THENCE NORTH 16°13'53" WEST, 3.91 FEET;
THENCE NORTH 79°40'33" WEST, 142.50 FEET;
THENCE NORTH 78°17'11" WEST, 172.54 FEET TO A POINT WHICH IS SOUTH 78°17'11" EAST, 5.34 FEET FROM THE INTERSECTION OF THE PROJECTION OF THE SOUTHEASTERLY BOUNDARY OF VETERANS MEMORIAL SECTION IN CYPRESS LAWN CEMETERY, AS PER PLAT RECORDED IN [VOLUME 21 OF PLATS, PAGE 59](#), RECORDS OF SNOHOMISH COUNTY, WASHINGTON AND THE WESTERLY LINE OF THE 18.0 FOOT TEMPORARY DRIVE AS SHOWN ON SAID PLAT OF VETERANS MEMORIAL SECTION IN CYPRESS LAWN CEMETERY;
THENCE NORTH 01°04'32" EAST, PARALLEL TO AND 5.25 FEET EASTERLY OF SAID WESTERLY LINE, 120.68 FEET;
THENCE NORTH 88°52'28" WEST, 5.25 FEET TO SAID WESTERLY LINE;
THENCE NORTH 01°04'32" EAST, 99.61 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN TRACT CONVEYED TO ROBERT D. O'CONNER, ET AL, BY INSTRUMENT RECORDED FEBRUARY 17, 1976 UNDER [RECORDING NO. 7602170028](#);
THENCE CONTINUING NORTH 01°04'32" EAST, ALONG SAID WESTERLY LINE, 1.00 FEET;
THENCE NORTH 88°35'15" WEST PARALLEL TO THE SOUTH LINE OF SAID O'CONNER PARCEL 147.00 FEET;
THENCE NORTH 01°24'45" EAST, 2.00 FEET;
THENCE NORTH 88°35'15" WEST PARALLEL TO THE SOUTH LINE OF SAID O'CONNER PARCEL, 138.00 FEET;
THENCE SOUTH 84°34'06" WEST, 25.17 FEET TO THE SOUTH LINE OF SAID O'CONNER PARCEL;
THENCE NORTH 88°35'15" WEST, 260.12 FEET TO THE SOUTHWEST CORNER OF SAID O'CONNER PARCEL AND THE EASTERLY LINE OF THE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1 TRANSMISSION LINE RIGHT-OF-WAY (FORMERLY THE PACIFIC NORTHWEST TRACTION COMPANY RIGHT-OF-WAY);
THENCE SOUTHERLY ALONG A 2829.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°48'30", A DISTANCE OF 533.84 FEET (CHORD BEARS SOUTH 04°52'49" WEST, 533.05 FEET);
THENCE SOUTH 00°31'26" EAST, 275.14 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18;

EXHIBIT A

-1-

THENCE SOUTH 88°32'28" EAST ALONG SAID SOUTH LINE, 75.00 FEET TO A LINE PARALLEL WITH SAID EASTERLY LINE OF THE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1 TRANSMISSION LINE RIGHT-OF-WAY;
THENCE NORTH 00°31'26" WEST ALONG SAID PARALLEL LINE, 125.05 FEET;
THENCE SOUTH 88°32'28" EAST PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, 943.16 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE NORTH 00°26'17" EAST, 388.61 FEET TO THE POINT OF BEGINNING;

EXCEPT ALL THAT PORTION THEREOF AS DEEDED UNDER [RECORDING NO. 8907260272](#), DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION MONUMENT OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 88°32'28" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 325.01 FEET TO THE EAST MARGIN OF THE SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT NO. 1 TRANSMISSION LINE RIGHT-OF-WAY;

THENCE NORTH 00°31'26" WEST ALONG SAID MARGIN A DISTANCE OF 275.14 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 2829.93 FEET;
THENCE NORTHERLY 137.00 FEET ALONG SAID CURVE AND RIGHT-OF-WAY MARGIN THROUGH A CENTRAL ANGLE OF 02°46'26" TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY 85.68 FEET ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 01°44'05" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS NORTH 34°12'51" EAST;
THENCE SOUTHERLY 101.65 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 116°28'53" TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET;
THENCE SOUTHWESTERLY 1.18 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°42'40" TO THE EAST MARGIN OF SAID RIGHT-OF-WAY AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

[see attached]

Return Address

Document Title(s) (or transactions contained therein):

Special Warranty Deed

Reference Number(s) of Documents assigned or released: N/A
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):

== Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

== Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

☒ Full legal is on Exhibit A of document.

Assessor's Property Tax Parcel/Account Number

SPECIAL WARRANTY DEED

_____, a _____ (“Grantor”), for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to _____, a _____ (“Grantee”), that real property situated in the County of _____, State of Washington and legally described on the attached **Exhibit A**, incorporated herein by this reference (“Property”).

SUBJECT TO the Permitted Exceptions listed on the attached **Exhibit B**, incorporated herein by this reference.

The Grantor for itself and its successors-in-interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that Grantor will forever warrant and defend the said described real estate against all persons whomsoever claiming or to claim by, through, or under said Grantor and not otherwise.

DATED: _____, 2022

[Signature Page Follows]

EXHIBIT B

-1-

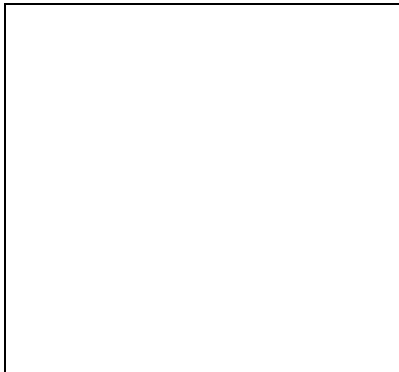
GRANTOR:

_____,
a _____

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on _____, 2022, by
_____, as _____, on behalf of said
_____.



(Use this space for notarial stamp/seal)

(Signature of notary public)

(Title of office)

My commission expires: _____

EXHIBIT B

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EXHIBIT A TO DEED
LEGAL DESCRIPTION

EXHIBIT B

-3-

EXHIBIT B TO DEED
EXCEPTIONS

EXHIBIT B

-4-

EXHIBIT C

FORM OF BILL OF SALE AND ASSIGNMENT OF CONTRACTS AND INTANGIBLE PROPERTY

THIS BILL OF SALE AND ASSIGNMENT OF CONTRACTS AND INTANGIBLE PROPERTY (this “**Assignment**”) is made and entered into as of this ____ day of _____, 20__ (the “**Effective Date**”) between MSVEF - MF Huntington Park WA LP, a Delaware limited partnership (“**Assignor**”), and Housing Authority of the City of Everett, a public body corporate and politic of the state of Washington (“**Assignee**”).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, effective as of the Effective Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim and interest, if any, in and under:

- (A) The “Personal Property” (as defined in that certain Real Estate Purchase and Sale Agreement dated as of _____, 20__ between Assignor and Assignee (the “**Purchase Agreement**”));
- (B) the “Assumed Contracts” (as defined in the Agreement) listed in Schedule 1 attached hereto; and
- (C) any other “Intangible Property” (as defined in the Agreement).

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AS FOLLOWS:

1. As of the Effective Date, Assignee hereby assumes and agrees to perform all of Assignor’s obligations under the Assumed Contracts, to the extent the same arise and accrue on or after the date hereof.
2. Notwithstanding anything to the contrary in this Assignment, the Purchase Agreement or any of the other documents executed and delivered by Assignor and Assignee in connection herewith and therewith, Assignor reserves and retains any benefits, on a non-exclusive basis, reasonably necessary under the Assumed Contracts and other Intangible Property to the extent that the same relate to any matter with respect to the afore-said real property for which Assignor may continue to have liability from and after the Effective Date (including, without limitation, any liability under or pursuant to the Purchase Agreement). Assignee hereby agrees to reasonably cooperate (at Assignor’s sole cost and expense) with the reasonable requests of Assignor in enforcing its benefits under the Leases to the extent such benefits are reserved by Assignor pursuant to the terms of the foregoing.
3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.
5. Assignee hereby expressly acknowledges and affirms the provisions of Sections 4(i) and 14(m) and (n) of the Purchase Agreement, the terms of which are incorporated herein by reference and shall apply to and as between Assignor and Assignee and this Assignment as they apply to and as between Seller, Buyer and the Purchase Agreement, respectively. Inclusion of Section 4(i) of the Purchase Agreement shall include all of the paragraphs and subparagraphs of such Section 4(i).

6. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto (except for additional signature pages executed by other parties). Signatures may be affixed manually or via DocuSign or similar electronic means. No party may raise (a) the use of a signature via DocuSign or similar electronic means or (b) the fact that the Assignment or any signature or agreement was transmitted or communicated through the use of facsimile machine, e-mail, PDF, DocuSign, or similar electronic format, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.

7. To the extent allowed by law, Assignee shall indemnify, hold harmless and defend the Assignor and its respective members, partners, affiliates, parent business organizations, subsidiary business organizations, shareholders, officers, directors, beneficiaries, agents, employees, attorneys and representatives and their respective successors and assigns from and against all Claims, as defined in the Purchase Agreement, resulting from any breach by Assignee of any of the obligations assumed by Assignee hereunder. Assignee's obligations hereunder shall not apply to Claims caused solely by the willful misconduct or gross negligence of the party seeking the benefit of this paragraph 7.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

MSVEF-MF HUNTINGTON PARK WA LP,
a Delaware limited partnership

By: **MSVEF-MF HUNTINGTON PARK GP
LLC,**

a Delaware limited liability company,
its General Partner

By: _____
Name: Thomas B. Hwang
Title: Vice President

ASSIGNEE:

**HOUSING AUTHORITY OF THE CITY OF
EVERETT,**
a public body corporate and politic of the state of
Washington

By: _____
Name: Ashley Lommers-Johnson
Title: Executive Director

**Exhibit A to
Assignment of
Intangible Property**

EXHIBIT C

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**Schedule 1 to
Assignment of
Intangible Property**

Schedule of Assumed Contracts

[Insert]

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this “**Assignment**”) is made this _____ day of _____, 20____ (the “**Effective Date**”), between MSVEF - MF Huntington Park WA LP, a Delaware limited partnership (“**Assignor**”), and Housing Authority of the City of Everett, a public body corporate and politic of the state of Washington (“**Assignee**”), who agree as follows:

1. Assignment and Assumption. For good and valuable consideration including, without limitation, the terms and conditions of that certain Real Estate Purchase and Sale Agreement, dated _____, 20____, between Assignor and Assignee (the “**Purchase Agreement**”), the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, effective as of the Effective Date, (a) Assignor assigns to Assignee all of its right, title and interest in, to and under the Leases described on the attached Schedule 1 (the “**Leases**”), and (b) Assignee accepts the assignment and hereby assumes and agrees to perform, as a direct obligation to the parties to the Leases listed on the rent roll attached as Schedule 1 all the obligations and liabilities of Assignor as landlord under the Leases first arising and accruing from and after the Effective Date, together with any and all obligations with respect to the repayment or credit for any security deposits under such Leases to the extent credited to Buyer at Closing. Notwithstanding the foregoing, Assignor reserves and retains any benefits reasonably necessary under the Leases to the extent that the same relate to any matter for which Assignor may continue to have liability from and after the Effective Date (including, without limitation, any liability under or pursuant to the Purchase Agreement). Assignee hereby agrees to reasonably cooperate (at Assignor’s sole cost and expense) with the reasonable requests of Assignor in enforcing its benefits under the Leases to the extent such benefits are reserved by Assignor pursuant to the terms of the foregoing as provided in the Purchase Agreement.

2. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. Severability. If any provision of this Assignment shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Assignment shall not be affected, but shall be enforced to the greatest extent permitted by law.

4. Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

5. Incorporation. Assignee hereby expressly acknowledges and affirms the provisions of Sections 4(i) and 14(m) and (n) of the Purchase Agreement, the terms of which are incorporated herein by reference and shall apply to and as between Assignor and Assignee and this Assignment as they apply to and as between Seller, Buyer and the Purchase Agreement, respectively. Inclusion of Section 4(i) of the Purchase Agreement shall include all of the paragraphs and subparagraphs of such Section 4(i).

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto (except for additional signature pages executed by other parties). Signatures may be affixed manually or via DocuSign or similar electronic means. No party may raise (a) the use of a signature via DocuSign or similar electronic means or (b) the fact that the Assignment or any signature or agreement was transmitted or communicated through the use of facsimile machine, e-mail, PDF, DocuSign, or similar

electronic format, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense related to lack of authenticity.

7. Indemnity. To the extent allowed by law, Assignee shall indemnify, hold harmless and defend the Assignor and its respective members, partners, affiliates, parent business organizations, subsidiary business organizations, shareholders, officers, directors, beneficiaries, agents, employees, attorneys and representatives and their respective successors and assigns from and against all Claims, as defined in the Purchase Agreement, resulting from any breach by Assignee of any of the obligations assumed by Assignee hereunder. Assignee's obligations hereunder shall not apply to Claims caused solely by the willful misconduct or gross negligence of the party seeking the benefit of this paragraph 7.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

ASSIGNOR:

MSVEF-MF HUNTINGTON PARK WA LP,
a Delaware limited partnership

By: **MSVEF-MF HUNTINGTON PARK GP
LLC,**

a Delaware limited liability company,
its General Partner

By: _____
Name: Thomas B. Hwang
Title: Vice President

ASSIGNEE:

**HOUSING AUTHORITY OF THE CITY OF
EVERETT,**
a public body corporate and politic of the state of
Washington

By: _____
Name: Ashley Lommers-Johnson
Title: Executive Director

SCHEDULE 1 TO ASSIGNMENT AND ASSUMPTION OF LEASES

RENT ROLL

1.

EXHIBIT E

[RESERVED]

EXHIBIT E

-1-

EXHIBIT F

SCHEDULE OF CONTRACTS

Contracts:

Amazon lockers	Amazon
Copy Machine	QBSI
Courtesy patrol	West Coast
Emergency Phone	Kings III
ILS	Zillow
ILS	Conversion Logix
ILS	Apartmentlist.com
ILS	SoCi
KeyTrak	Keytrak
Landscape	Green Thumb
Office alarm	ADT
Pest Control	Orkin
Resident Engagement	Modern Messaging
Resident Screening	Leaslock Premium
Resident Screening	Leaslock Insurance
Resident Screening	Checkpoint ID
Scent service	Fikes
Internet	Comcast

Excluded Contracts:

Advantage stack services	Realpage
Answering Service	Answer Automation
Business phone	Granite
Fire monitor	Unity/Innovative
Helium Tank Rental	A-Z Balloons
Invoice Processing	OPS technology
Janitorial-building cleans	ABT Unique cleaning
Music License	BMI
Music License	GMR
Online reputation	Reputation.com
Parking management	Parking Boss
Rent Price Optimization	Yieldstar
Reputation management	Kingsley
Reputation management bundle	Reputation.com
Technology fee	Greystar
Towing	Marys Towing
Water/Sewer	City of Everett

Telephone
ILS

Intellinet
Weblisters

EXHIBIT G

[RESERVED]

EXHIBIT G

-1-

EXHIBIT H

FORM OF FIRPTA AFFIDAVIT

Section 1445 of the Internal Revenue Code of 1986 (the “Code”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. MSVEF-MF Huntington Park WA LP, a Delaware limited partnership, is a disregarded entity whose sole owner is Madison Square Value Enhancement Fund LP, a Delaware limited partnership (“**Transferor**”). To inform the transferee of certain real property located in Everett, Washington that withholding of tax is not required upon the disposition of such U.S. real property interest by MSVEF-MF Huntington Park WA LP, a Delaware limited partnership, whose indirect owner is Transferor, the undersigned hereby certifies the following on behalf of Transferor.

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the regulations promulgated thereunder);
2. Transferor’s U.S. employer identification number is _____;
3. Transferor’s office address is: MSVEF - MF Huntington Park WA LP c/o NYL Investors LLC, One Front Street, Suite 550, San Francisco, California 94111; and
4. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Date: _____, 20__

MSVEF-MF HUNTINGTON PARK WA LP,
a Delaware limited partnership

By: **MSVEF-MF HUNTINGTON PARK GP**
LLC,
a Delaware limited liability company,
its General Partner

By: _____
Name: Thomas B. Hwang
Title: Vice President

EXHIBIT I

LIST OF DUE DILIGENCE DOCUMENTS

Buyer acknowledges information listed below will only be made available to Buyer if in Seller's possession and arising or acquired during Seller's ownership of the Property, and Seller makes no representations or warranties as to accuracy or completeness of the foregoing information.

Building	All plans and specifications for the Property Floor plans Property brochures
Construction Documents	As-built drawings and/or construction drawings All engineering or related construction reports, with all warranties and guarantees for work performed
Capital Improvements	History of capital improvements for the previous two (2) years
Certificates of Occupancy	of Certificates of Occupancy for all structures, including elevators
Delinquency Reports	A delinquency report showing balances at 0-30 days, 31-60 days, 61-90 days, and 90+ days
Environmental	Seller's Phase I report
File Audits	Property level financial statements for prior two (2) years
General Ledger	General ledger detail for income statement accounts for the prior two (2) years ending December 31 Year-to-date general ledger statement
Housing Tax Credit	All low-income housing tax credit documents, including but not limited to: Owner certification of compliance reports for the last two (2) years State agency housing inspection reports for the last two (2) years Copies of any written notice of tax credit non-compliance Copies of first year tax credit files Extended Use Agreement Form 8690 Applicable allocation plans Tax credit application
Insurance	Copies of all current resident renters insurance certificates
Lease Administration	Current rent roll Schedule of rental rates Schedule of expiration dates

	Security deposit report Concession report Delinquency report Traffic/occupancy turnover report Employee incentives, including free or reduced rate apartments List of employee units with value per month Pet policy – is there an extra deposit or extra rent? Yes
Offers	Redacted copies of all bona fide written offers for the purchase of the Property received by Seller or Seller's agent
On-sight Review	The following items should be provided in advance of an on-site review: Work Order Log – for previous year and throughout due diligence Maintenance Log, including all outstanding work orders with explanations and updates or resolutions throughout due diligence
Management	Management or Sub-Management Agreement Management records Seller has from the management company
Leases	Seller's standard form lease and addenda Seller's form rental application Copies of all tenant leases, applications, and a current tenant rent roll, including a list of any rent subsidies provided List of commissions and leasing costs to be discharge
Litigation	Addressed in Purchase and Sale Agreement
Miscellaneous	List of specialty license agreements Office and maintenance inventory Seller shall make available to Buyer any other documents or instruments in its possession reasonably requested in connection with ownership and operation of the Property (excluding proprietary documents)
Operating Statement	Current year-to-date and prior two (2) full years 12-month income statement ending December 31
Operation & Maintenance	Operation and Maintenance Plans, if any
Permits	Copies of any licenses or permits related to the Property
Personal Property	Inventory of fixtures and tangible personal property, including and noting any fixtures or tangible personal property that Seller desires to retain at closing, if any
Personnel	Personnel list, including job descriptions
Easements & Encumbrances	Copies of any easements and encumbrances on the Property
Service Contracts & Equipment leases	Copies of all service/vendor agreements, contracts or leases that encumber the Property, including all amendments, commencement letters and options letters

EXHIBIT I

	List of vendors Copies of all equipment leases Any property locator or similar agreements (other than agreements with the property manager), if any, pertaining to the marketing and advertisement of the Property for leasing (and payment of commissions in connection therewith)
Site Plan / Surveys	Existing Alta Survey Existing Site Plan
Tax	Tax bills for the current year and paid receipts for the previous two (2) years The statue of any pending tax appeal, if applicable
Tenant Ledger	Full resident ledger detail for income statement accounts
Title Commitment	Existing title policy and commitment Current status title report Title underlying documents
Utility Bills and Logs	Utility bills for the past two (2) years Utility log, including utility company, account number, phone number, meter number, and site plan with meter locations
Warranties	Assignable warranties Warranties for roof, HVAC units, construction, and appliances Closeout manual
Zoning	Any code violations within the last 24 months and all related documents Existing zoning letter
Website	List of all domains, active or parked associated with Property

EXHIBIT J

[Reserved]

EXHIBIT K

FORM OF OWNER'S DECLARATION

To: Chicago Title Insurance Company
455 Market Street, Suite 2100
San Francisco, CA 94105

Attn: Terina J. Kung, Escrow Officer

Re: Title No. _____
Property: 9009 West Mall Drive in Everett, Washington

1. Housing Authority of the City of Everett, a public body corporate and politic of the state of Washington ("**Buyer**"), has requested Chicago Title Insurance Company to issue its policy of title insurance insuring an interest in or title to real property described in Exhibit A (the "**Property**") pursuant to that certain Commitment for Title Insurance prepared by Chicago Title Insurance Company effective as of _____ (the "**Commitment**") without exception to or providing certain affirmative insurance against unrecorded matters.

2. MSVEF - MF Huntington Park WA LP, a Delaware limited partnership, is the declarant hereunder ("**Declarant**").

3. Declarant hereby affirms that to its knowledge there are no parties in possession of the Property or entitled to possession of the Property under unrecorded leases other than those shown on Exhibit B and any sublessees or other parties whose rights derive from the leases on the attached Exhibit B. The phrases "to its knowledge" or "to Declarant's knowledge" mean to the actual (and not constructive), present knowledge of Peter Fisco or Thomas Hwang.

4. Other than as set forth on Exhibit C, during the period of ninety (90) days immediately preceding the date of this Declaration, to Declarant's knowledge, no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the land (collectively, "**Labor and Material Furnished**") or in connection with the improvement of the land in any manner whatsoever for which payment has not been made as and when requested.

This Declaration is made to induce Chicago Title Insurance Company to issue its policy of title insurance (the "**Title Policy**") to Buyer with respect to the above-referenced order number. Chicago Title Insurance Company may rely on this Declaration for purposes of issuing the Commitment and the Title Policy and for no other purposes whatsoever.

Executed under penalty of perjury on this _____ day of _____, 20____.

[Signature page follows]

DECLARANT:

MSVEF-MF HUNTINGTON PARK WA LP,
a Delaware limited partnership

By: **MSVEF-MF HUNTINGTON PARK GP
LLC,**

a Delaware limited liability company,
its General Partner

By: _____
Name: Thomas B. Hwang
Title: Vice President

Exhibit A to Owner's Declaration

Legal Description

EXHIBIT K

-3-

Exhibit B to Owner's Declaration

Tenant Rent Roll

[insert]

EXHIBIT K

-4-

Exhibit C to Owner's Declaration

Labor and Material Furnished

[insert]

EXHIBIT K

-5-

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HOUSING AUTHORITY OF THE CITY OF EVERETT

RESOLUTION NO. 1526

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Everett providing for the issuance of one or more series of the Authority's Non-Revolving Line of Credit Revenue Notes, 2022 (Huntington Park Apartments), in a combined principal amount not to exceed \$125,000,000, the proceeds of which will be used to finance the acquisition of an apartment complex located in Everett, Washington, known as the Huntington Park Apartments, and to pay costs of issuing the notes; determining or setting parameters with respect to the form, terms and covenants of the notes; creating a note fund; approving the sale and providing for the delivery of the notes to Key Government Finance, Inc. or an affiliate thereof; 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 January 26, 2022

This document was prepared by:

*FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

HOUSING AUTHORITY OF THE CITY OF EVERETT

RESOLUTION NO. 1526

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Everett providing for the issuance of one or more series of the Authority's Non-Revolving Line of Credit Revenue Notes, 2022 (Huntington Park Apartments), in a combined principal amount not to exceed \$125,000,000, the proceeds of which will be used to finance the acquisition of an apartment complex located in Everett, Washington, known as the Huntington Park Apartments, and to pay costs of issuing the notes; determining or setting parameters with respect to the form, terms and covenants of the notes; creating a note fund; approving the sale and providing for the delivery of the notes to Key Government Finance, Inc. or an affiliate thereof; 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.

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

WHEREAS, RCW 35.82.070(5) provides that a housing authority may, among other things and if certain conditions are met, "own, hold, and improve real or personal property . . .," "purchase, lease, obtain options upon . . . any real or personal property or any interest therein" and "lease or rent any dwellings, houses, accommodations, lands, buildings, structures or facilities embraced in any housing project"; and

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

WHEREAS, RCW 35.82.070(5) and RCW 35.82.110 authorize a housing authority to acquire real property by exercise of the power of eminent domain or by purchase in lieu of exercise of the power of eminent domain; and

WHEREAS, RCW 35.82.020 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 provides that 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”; 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, 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”; and

WHEREAS, the Authority expects that it will enter into an agreement to purchase an approximately 381-unit apartment complex located in the vicinity of 9009 West Mall Drive, Everett, Washington 98208, known as Huntington Park Apartments, to be a housing project of the Authority (the “Project”); and

WHEREAS, the location of the Project is within the area of operation of the Authority, as it is within the territorial boundaries of the City; and

WHEREAS, the Board of Commissioners of the Authority has determined that it is necessary and advisable and in the best interest of the Authority to borrow money to finance all or a portion of the cost of acquiring the Project and to pay costs of issuing the notes; and

WHEREAS, Key Government Finance, Inc. or an affiliate thereof (the “Lender”) has proposed to extend a non-revolving line of credit evidenced by one or more line of credit notes of the Authority on the terms set forth in this resolution to provide money for those purposes;

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

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

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

“Authority” means the Housing Authority of the City of Everett, 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 the Executive Director of the Authority, any Deputy Executive Director of the Authority, and their respective designees.

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

“City” means the City of Everett, Washington.

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

“Designated Representative” means the officers of the Authority appointed in Section 3 of this resolution to serve as the Authority’s designated representative, and each of them acting alone.

“Final Terms” means, with respect to each Series of the Notes, the amount, date or dates, denomination, interest rates or formulas, payment dates, final maturity, redemption rights, price, and other terms or covenants.

“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 Notes 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.

“Lender” means Key Government Finance, Inc., or an affiliate thereof, as registered owner of the Notes.

“Note” or “Notes” means the note or Series of notes issued pursuant to and for the purposes provided in this resolution.

“Note Fund” means the Authority’s Non-Revolving Line of Credit Revenue Note Fund, 2022 (Huntington Park Apartments), created by this resolution for the purpose of paying principal of and interest 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 Executive Director of the Authority.

“Project” means, depending on the context, (1) acquisition of the apartment complex located at 9009 West Mall Drive, Everett, Washington, known as the Huntington Park Apartments, or (2) the Huntington Park Apartments.

“Proposal Letter” means the proposal letter to the Authority from the Lender dated November 29, 2021, prepared by the Lender setting forth certain of the 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.

“Series of the Notes” or “Series” means a series of the Notes issued pursuant to this resolution.

“Taxable Notes” means any Notes issued on a taxable basis, the receipt of interest on which is *not* intended to be excludable from gross income for federal income tax purposes under Section 103 of the Code.

“Tax-Exempt Notes” means any Notes issued on a tax-exempt basis, the receipt of interest on which is intended to be excludable from gross income for federal income tax purposes under Section 103 of the Code.

Section 2 Authorization of Notes. For the purpose of providing funds with which to pay and/or reimburse the Authority for all or part of the costs of the Project and, at the option of the Authority, to pay costs of issuing the Notes, the Authority may borrow money pursuant to a line of credit extended by the Lender under the terms of this resolution and the Proposal Letter, and shall issue one or more Series of Notes in a combined principal amount of not to exceed \$125,000,000 to finance all or part of the costs of the Project. 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 purpose set forth in this resolution.

Section 3. Appointment of Designated Representative; Description of the Notes. The Authorized Officers, and each of them acting alone, are appointed as the Authority’s Designated Representative and are authorized, directed, and delegated the authority to approve the Proposal Letter and the Final Terms of each Series of Notes, with such additional terms and covenants as they deem advisable, within the following parameters:

(a) *Principal Amount.* The Notes may be issued in one or more Series, and the combined principal amount of all Series of the Notes shall not exceed \$125,000,000.

(b) *Date.* Each Series of Note shall be dated its date of initial delivery to the Lender. Any Notes issued under this resolution must be issued and delivered not later than one year after the date of adoption of this resolution.

(c) *Denominations and Designation.* Each Note shall be designated “Housing Authority of the City of Everett Non-Revolving Line of Credit Revenue Note, 2022 (Huntington Park Apartments),” with such other designations as may be established by the Designated Representative; shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification; and shall be issued in a denomination equal to the not to exceed principal amount of such Note.

(d) *Interest Rate(s).* The Notes shall bear interest at such rate or rates selected by the Designated Representative as described in the Proposal Letter or as adjusted to the most current market rates not to exceed 1.5%. Interest on the Notes shall be computed on the basis on a 360 day year with twelve 30-day months. At the election of the Lender, the interest rate on the Notes will increase by 400 basis points (4.00%) above the otherwise applicable rate during the continuance of an Event of Default, and the interest rate on the Tax-Exempt Notes will be adjusted upon a determination of taxability, if, and to the extent, set forth in such Notes.

(e) *Payment Dates.* Interest on each Note shall be payable on such dates as determined by the Designated Representative, commencing no later than two months following the date of initial delivery of such Note to the Lender. Principal of each Note, together with all accrued and unpaid interest thereon, shall be payable on the maturity date of such Note, if not sooner paid.

(f) *Final Maturity.* Subject to extension as set forth in Section 4, each Series of Note shall mature not more than three years from the date of its initial delivery to the Lender.

(g) *Redemption.* The Notes will be subject to prepayment at the option of the Authority on the terms set forth in the Proposal Letter.

(h) *Price.* Each Note will be issued to the Lender in consideration of a purchase price equal to the stated principal amount of such Note.

(i) *Tax Status.* Each Note may be issued on taxable basis (*i.e.*, as a “Taxable Note”) or as a tax-exempt obligation (*i.e.*, as a “Tax-Exempt Note”) as determined by the Designated Representative.

The Authorized Officers, and each of them acting alone, are authorized to conduct the sale of the Notes in the manner and upon the terms deemed most advantageous to the Authority and to determine and approve the final terms of the Notes. The Final Terms of each Series of Note shall be evidenced by a Certificate of Designated Representative executed on the date of initial delivery of such Series to the Lender, and the Notes shall have such other provisions consistent with this resolution and the Proposal Letter as are set forth in the Notes. The Authority finds that the fixing of the interest rate(s) as described in the Proposal Letter is in the best interest of the Authority. Notwithstanding anything herein to the contrary, the execution or authentication of a Note by an Authorized Officer shall be conclusive evidence of approval of the terms of such Note as set forth therein.

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

If an Event of Default occurs then, at the option of the Lender, the principal of and interest on the Notes 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 Notes when due, as provided in the Notes;

(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 Notes 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 Notes, as reasonably concluded by the Lender after investigation and discussion with the Authority;

(iv) an event of default has occurred and is continuing under any other debt or capital lease obligation with Lender, an affiliate of Lender, or an unrelated lender, in any case under which the Authority is an obligor (not including any debt or capital lease obligation in which the Authority is acting as a conduit issuer and the obligation is payable from loan or lease payments from a conduit borrower) where there is outstanding, owing or committed an aggregate amount in excess of \$500,000, if such default continues, and is not cured, or otherwise waived within 15 days after written demand is made on the Authority to cure such default; or

(v) the Authority shall (a) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the Authority, or of all or a substantial part of the assets of the Authority, (b) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) have an order for relief entered against it under applicable federal bankruptcy law, or (e) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization

or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Authority in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(vi) an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for the Authority or of all or a substantial part of the assets of the Authority, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

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, 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 timeframe 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.

Failure of the Lender to enforce a covenant that the Authority has made under the Notes or this resolution shall not prevent Lender from subsequently enforcing such covenant against the Authority.

Section 4. Authorization for Extension and Modification of the Notes. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to negotiate the terms of one or more extensions of maturity date and/or modifications of the terms of the Notes with the Lender. The Authorized Officers, and each of them acting alone, are authorized, without

further action of the Board of the Authority, to extend the maturity date of any Note to any date on or before December 31, 2027, and/or to modify the interest rate or interest rate formula applicable to one or more Notes, 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 terms of the Notes are 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 formula. An Authorized Officer's execution of documents in connection with the modification and/or extension of a Note will constitute conclusive evidence of his or her 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.

Section 5. 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 Executive Director of the Authority shall serve as Note Registrar for the Notes. The Note Registrar shall keep, or cause to be kept, at his or her office in Everett, Washington, the Note Register, which shall contain the name and mailing address of the registered owner of the Notes. The Note Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Notes in accordance with the provisions of the Notes 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 Lender without the prior written consent of the Authority, which consent shall not be unreasonably withheld, except that the Lender

may assign or transfer the Notes without prior consent of the Authority to any successor to the business and assets of the Lender, upon completion and delivery to the Authority of the assignment form and certificate of transferee attached to each Note. The Note Registrar shall not be obligated to exchange or transfer any Note during the five days preceding any payment date, prepayment date, or the maturity date.

Section 6. 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 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 such Note at the principal office of the Note Registrar, for destruction or cancellation in accordance with law.

Section 7. Note Fund; Security for the Notes. The Note Fund is hereby established as a special fund of the Authority and is to be known as the Non-Revolving Line of Credit Revenue Note Fund, 2022 (Huntington Park Apartments). The Note Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Notes. The Authority pledges to deposit General Revenues into the Note Fund in amounts sufficient to pay the principal of and interest on the Notes when due. This 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 a specified portion of the General Revenues to the payment of other obligations of the Authority, such other obligations to have priority over the payments to be made on the Notes with respect to the specific revenues so pledged, but will otherwise be on parity with the Notes with respect to the General Revenues.

The Notes shall not be a debt of the City, 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 City, 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 8. 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 9. 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 signatures of the Chair of the Board and the Executive Director, either or both of whose signatures may be in manual or facsimile form, 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 [one of] the fully registered Non-Revolving Line of Credit Revenue Note[s], 2022 (Huntington Park Apartments), 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 his or her 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 such 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 such Note.

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

Section 11. 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 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 any credit agreement, loan agreement, and or such other instruments and agreements as may be necessary or desirable in connection with the sale of the Notes to the Lender. The Executive Director of the Authority is authorized to authenticate the Notes and 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, and to effect any extension of the maturity of the Notes and modification of interest rate and/ or interest rate formula applicable to the Notes as described in Section 4.

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

Section 12. Approval of Transaction. The Lender has offered to purchase the Notes 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 Lender, if any, 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 it will comply with all terms and conditions of the Proposal Letter. To the extent permitted by law, the Authority consents and agrees to the waiver of jury trial as set forth in the Proposal Letter.

Section 13. Reporting Requirements. The Authority covenants and agrees for so long as the Notes remain outstanding, and unless otherwise waived by the Lender, to provide financial information to the Lender as follows:

(A) the Authority's internally prepared financial statements for such fiscal year within 180 days after the fiscal year end, prepared in accordance with generally accepted accounting principles applicable to housing authorities;

(B) the Authority's audited financial statements within 10 days after receipt of the Washington State Auditor's opinion letter;

(C) the Authority's internally prepared quarterly financial statements within 45 days after fiscal quarter end (or such longer period as may be approved by the Lender);

(D) the Authority's annual budget or any material amendments thereto within 45 days of adoption; and

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

Section 14. Ratification and Confirmation. Any actions of the Authority or its officers or employees prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 15. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, applications, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein; (iii) cause the Authority to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution; and (iv) notwithstanding any other Authority resolution, rule, policy, or procedure, to create, accept, execute, send, use, and rely upon such tangible medium, manual, facsimile, or electronic documents, records and signatures under

any security procedure or platform, as in such Authorized Officer's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 16. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the Notes and this resolution.

Section 17. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or the Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Chair of the Board or the Deputy Executive Director of the Authority, respectively.

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 provisions of this resolution and shall in no way affect the validity of the other provision of this resolution or of the Notes.

Section 19. 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 CITY OF EVERETT AT AN OPEN PUBLIC MEETING THIS 26th
DAY OF JANUARY, 2022.**

THE HOUSING AUTHORITY OF THE CITY OF
EVERETT

By: _____
Chair

ATTEST:

Secretary

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary of the Housing Authority of the City of Everett ("the Authority"), and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1526 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority (the "Board") as adopted at a special meeting of the Authority held on January 26, 2022 (the "Meeting"), and duly recorded in the minute books of the Authority;

2. That at least 24 hours before the time of the Meeting, written notice specifying the time and place of Meeting and the business to be transacted, a true and complete copy of which is attached as Attachment I, was provided as follows: (a) to all members of the Board by mail, fax, electronic mail, or personal delivery; (b) prominently displayed at the main entrance of the Authority's office; and (c) posted on the Authority's web site.

3. Written notice of the Meeting was given to each local radio or television station and to each newspaper of general circulation that has on file with the Authority a written request to be notified of special, adjourned, or continued meetings and to any others to which such notices are customarily given by Authority;

4. That in accordance with RCW 43.06.220, and the Proclamations of the Governor of the State of Washington, as extended by the leadership of the Washington State Senate and House of Representatives (a) one or more options were provided for the public to attend the Meeting remotely, including by telephonic access, and (b) the means of attending the Meeting provided the ability for all persons attending the Meeting to hear each other at the same time;

5 The public was notified of access options for remote participation in the Meeting via the Authority's website; and

6. The 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 the Meeting was given; that a quorum was present throughout the Meeting through telephonic and/or internet means of remote access, and a majority of the members of the Board 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 26th day of January, 2022.

HOUSING AUTHORITY OF THE CITY
OF EVERETT

By: _____
Executive Director and Secretary

Attachment I
Notice of Special Meeting

Special Meeting of the Board of Commissioners

Date: Wednesday, January 26, 2022

Time: Immediately following the meeting of the Meadow Park Senior Housing Association Board of Directors. Estimated start time 12:20 p.m.

The meeting will be held via Zoom videoconference as an emergency measure to decrease the spread of the COVID-19 coronavirus. Please use the following information to access the meeting:

To login using your computer's audio, please click on this link:

<https://us02web.zoom.us/j/673982739?pwd=WDVWK2FFVXNZOVRwaVJkbkszNUcxZ09>

OR

If you prefer to call into the meeting, please dial: (253) 215-8782. Then use meeting code **673-982-739** and password *514202*. There are no participant IDs so please press # to enter the meeting.

-NOTE: Due to the high volume of remote work/meetings, there could be a chance that the phone number is busy. Please be patient and call again after a few seconds.

Since many people will be on this remote meeting, we'd like everyone to follow two guidelines:

1. Put your phone or microphone on mute if you are not talking.
2. When you speak, please introduce yourself every time.

Roll Call

Item for Individual Consideration

- 1)** Resolution No. 1524 Approving Amendments to the Articles of Incorporation of Meadow Park Senior Housing Association
- 2)** Resolution No. 1525 Authorizing Execution of a Purchase and Sale Agreement for the Huntington Park Apartments
- 3)** Resolution No. 1526 Authorizing Bond Issuance to Finance the Purchase of the Huntington Park Apartments

Adjournment

Everett Housing Authority does not discriminate on the basis of disability in the administration of, or access to, its programs or activities. Requests for assistance or accommodations can be arranged by contacting Chris Neblett at (425) 303-1186, or chrisn@evha.org.