

**WRITTEN CONSENT
OF THE GENERAL PARTNER OF
CARVER PARK TAX CREDIT LIMITED PARTNERSHIP**

THE UNDERSIGNED, being the General Partner (the “General Partner”) of Carver Park Tax Credit Limited Partnership, a Wisconsin domestic limited partnership (the “Partnership”), does hereby consent to the actions set forth in the following resolutions effective as of _____, 2023:

WHEREAS, the Housing Authority of the City of Milwaukee (“HACM”) adopted Resolution File No. R13318 on April 13, 2022, (the “Resolution”) which authorized the Secretary-Executive Director to take any and all action on behalf of HACM necessary to effectuate the Rental Assistance Demonstration (“RAD”) conversion of the Townhomes at Carver; and

WHEREAS, the Partnership distributed substantially all of its assets in accordance with the terms of the Partnership’s Agreement of Limited Partnership dated November 1, 2001 (the “Partnership Agreement”); and

WHEREAS, Article III of the Partnership Agreement provides that the Partnership shall be dissolved upon the sale or other disposition of all or any major portion of the assets of the Partnership; and

WHEREAS, the undersigned General Partner desires to dissolve the Partnership and, in furtherance thereof, approve the Statement of Dissolution (the “Statement of Dissolution”), a copy of which is attached hereto as Exhibit A and a Plan of Complete Liquidation and Dissolution, a copy of which is attached hereto as Exhibit B (the “Plan”).

NOW, THEREFORE, BE IT

RESOLVED, that the dissolution of the Partnership be, and it hereby is, approved and authorized; and be it further

RESOLVED, that the Plan be, and it hereby is, approved and adopted as the act of the Partnership; and be it further

RESOLVED, that, pursuant to the Resolution, the Statement of Dissolution is approved and adopted as the act of the Partnership; and be it further

RESOLVED, that, pursuant to the Resolution, the officers of HACM (the “Authorized Officers”), on behalf of the General Partner are authorized, empowered and directed to do and to cause to be done any and all actions and to execute, deliver, file and record, whenever required, any and all instruments of any kind or nature whatsoever which in their judgment is necessary or proper to effectuate the dissolution and winding up of the Partnership in accordance with the Partnership Agreement; and be it further

RESOLVED, that, pursuant to the Resolution, all actions previously taken by any partner, Authorized Officer, agent or attorney of the Partnership relating to the above resolutions and the

transactions contemplated in connection therewith, are adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Partnership.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the General partners of Carver Park Tax Credit Limited Partnership as of the date set forth above.

General Partner:

CARVER PARK LLC

By: Housing Authority of the City of Milwaukee

Title: Manager

By: _____
Willie L. Hines, Jr.

Title: Secretary-Executive Director

EXHIBIT A
Statement of Dissolution



FORM **310** **STATEMENT OF DISSOLUTION OR TERMINATION
LIMITED PARTNERSHIP**

Sec. [179.0802\(2\)\(b\)](#), Wis. Stats.

1. Name of the entity:

CARVER PARK TAX CREDIT LIMITED PARTNERSHIP

2. As of the effective date of this filing, the entity named above is:

Dissolved

OR

Terminated

3. This document must be signed by all general partners listed in the certificate of limited partnership or, if the certificate of a dissolved limited partnership lists no general partners, by the person appointed pursuant to s. 179.0802(3) or (4), Wis. Stats., to wind up the dissolved limited partnership's activities and affairs (*attach additional pages if needed*):
CARVER PARK LLC, General Partner

Signature
Willie L. Hines, Jr.
Printed Name

Date
Secretary-Executive Director of Housing Authority of
the City of Milwaukee, Manager of General Partner

Title

Signature

Printed Name

Date

Title

This document was drafted by Bret A. Roge, Esq.
(Name the individual who drafted the document)

(Optional) This document has a **delayed** effective date/time of: _____

Contact Information:

Kelly Teelin
Name

Michael Best & Friedrich LLP, PO Box 1806
Mailing Address

Madison WI 53701
City State Zip Code

kateelin@michaelbest.com 608-257-3501
Email Address Phone Number

INSTRUCTIONS (Refer to section [179.0802\(2\)\(b\)](#), Wis. Stats., for document content)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348, together with a check for the \$10.00 filing fee, payable to the Department of Financial Institutions. (If sent by express or priority U.S. mail, please mail to State of WI-Dept. of Financial Institutions, Division of Corporate and Consumer Services, 4822 Madison Yards Way, 4th Fl., North Tower, Madison WI, 53705.) If requesting optional expedited service, please check the expedited service box in the upper-right corner of the first page and include an additional \$25.00. Filing fees are non-refundable. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577 (hearing-impaired may call 711 for TTY) or by email at DFICorporations@dfi.wisconsin.gov.

Item 1. State the name of the entity being dissolved or terminated.

Item 2. Select whether the entity is being dissolved or terminated. For a list of the events causing dissolution and other legal provisions relating to the dissolution and winding up of limited partnerships, review [subchapter VIII](#) (entitled "Dissolution and Winding Up") of chapter 179 of the Wisconsin Statutes.

Item 3. The document must be executed by all general partners listed in the certificate of limited partnership. If the certificate lists no general partners, then the document must be signed by the person appointed pursuant to s. 179.0802(3) or (4), Wis. Stats., to wind up the limited partnership's activities and affairs.

Drafter name. If the document is executed in Wisconsin, section 182.01(3) of the Wisconsin Statutes requires that it include the name of the drafter. If the document is not executed in Wisconsin, so indicate in the space provided for the drafter's name.

Optional delayed effective date/time. This document may declare a delayed effective date and time. The effective date/time may not be before, or more than 90 days after, the document is received by the Department of Financial Institutions for filing. If no effective date/time is specified, the document will take effect at the close of business on the date it is received for filing by the Department.

EXHIBIT B

PLAN OF COMPLETE LIQUIDATION AND DISSOLUTION

This Plan of Complete Liquidation and Dissolution (the “Plan”) is intended to constitute a plan of distribution and accomplish the complete liquidation and dissolution of Carver Park Tax Credit Limited General Partner, a Wisconsin limited General Partner (the “General Partner”), in accordance with the Wisconsin Uniform Limited General Partner Law (the “Act”).

1. Approval of Plan. The General Partner of the General Partner (the “Member”) has adopted this Plan by written consent. This Plan shall constitute the adopted Plan of the General Partner.

2. Statement of Dissolution. Subject to Section 10 hereof, the General Partner shall file with the Wisconsin Department of Financial Institutions a Statement of Dissolution (the “Statement of Dissolution”) in accordance with the Act (the time of such filing, or such later time as stated therein, the “Effective Time”).

3. Cessation of Business Activities. After the Effective Time, the General Partner shall not engage in any business activities except to the extent necessary to preserve the value of its assets, wind up its business affairs, and distribute its assets in accordance with this Plan.

4. Dissolution Process.

From and after the Effective Time, the General Partner (or any successor entity of the General Partner) shall complete the following corporate actions:

(i) The General Partner (a) shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims known to the General Partner, (b) shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Partnership which is the subject of a pending action, suit or proceeding to which the Partnership is a party, and (c) shall make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the Partnership or that have not arisen but that, based on facts known to the Partnership, are likely to arise or to become known to the Partnership within ten (10) years after the date of dissolution. Such claims shall be paid or provided for in full if there are sufficient assets. All such claims shall be paid in full and any such provision for payment made shall be made in full if there are sufficient assets. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets legally available therefor.

(ii) To the extent there are funds available after payment of all debts, obligations, claims and other expenses as set forth pursuant to Section 4(i), the General Partner shall distribute to the partners of the Partnership, all remaining assets, including all available cash, including the cash proceeds of any sale, exchange or disposition, except such cash, property or assets as are required for paying or making reasonable provision for the claims and obligations of the General Partner. Such distribution may occur all at once or in a series of distributions and shall

be in cash or assets, in such amounts, and at such time or times, as the General Partner in its absolute discretion, may determine. If and to the extent deemed necessary, appropriate or desirable by the General Partner, in its absolute discretion, the General Partner may establish and set aside a reasonable amount of cash and/or property to satisfy claims against the Partnership, including, without limitation, tax obligations, all expenses related to the sale of the Partnership's property and assets, all expenses related to the collection and defense of the Partnership's property and assets, and the liquidation and dissolution provided for in this Plan.

5. Conduct of the General Partner Following Approval of the Plan. Under the Partnership Agreement and the Act, the Partnership shall continue its existence but may not carry on any business except that appropriate to wind up and liquidate its business and affairs, including: (1) collecting its assets; (2) disposing of its properties that will not be distributed to the Member pursuant to the terms of the Partnership Agreement; (3) discharging or making provision for discharging its liabilities; (4) distributing its remaining property to the partners pursuant to the terms of the Partnership Agreement; and (5) doing every other act necessary to wind up and liquidate its business and affairs. The General Partner shall wind up and liquidate the business and affairs of the Partnership as expeditiously as practicable.

6. Expenses of Dissolution. In connection with and for the purposes of implementing and assuring completion of this Plan, the General Partner may, in the absolute discretion of the General Partner, pay any brokerage, agency, professional and other fees and expenses of persons rendering services to the Partnership in connection with the collection, sale, exchange or other disposition of the Partnership's property and assets and the implementation of this Plan.

7. Indemnification. The Partnership shall continue to indemnify its General Partner, limited partners, employees and agents, as the case may be, in accordance with the Act; and such indemnification shall apply to acts or omissions of such persons, including without limitation, in connection with the implementation of this Plan and the winding-up of the affairs of the Partnership. The General Partner is authorized to obtain and maintain insurance as may be necessary to cover the Partnership's indemnification obligations.

8. Filing of Tax Forms. If required by law, the General Partner shall file a final Internal Revenue Service ("IRS") Form 1065 with the IRS not later than thirty (30) days following the Effective Time.

9. Modification or Abandonment of the Plan. Notwithstanding authorization or consent to this Plan and the transactions contemplated hereby by the General Partner, the General Partner may modify, amend or abandon this Plan and the transactions contemplated hereby without further action by the Partnership to the extent permitted by the Act.

10. Authorization. The General Partner is hereby authorized, without further action by the partners, to do and perform or cause the officers of the General Partner, to do and perform, any and all acts, and to make, execute, deliver or adopt any and all agreements, resolutions, conveyances, certificates and other documents of every kind that are deemed necessary, appropriate or desirable, in the absolute discretion of the General Partner, to implement this Plan and the transaction contemplated hereby, including, without limiting the foregoing, all filings or acts required by any state or federal law or regulation to wind up its affairs.