

EXHIBIT A

BECHER COURT DEVELOPMENT LLC ARTICLES OF ORGANIZATION

Corporations Bureau

Form 504 - Limited Liability Company Articles of Amendment

| | |
|---|--|
| Name of Limited Liability Company | |
| Entity Name or Entity Id: | BECHER COURT DEVELOPMENT LLC Entity ID: B095217 |
| Entity Name Amendment | |
| The text of the amendment to the articles of organization amends the name of limited liability company: | No |
| The Name of the LLC is amended to be: | |
| Registered Agent Name Amendment | |
| The text of the amendment to the articles of organization amends the name of the Registered Agent: | No |
| The Registered Agent name is amended to: | |
| Name of Entity: | |
| Registered Agent Address Amendment | |
| The text of the amendment to the articles of organization amends the street address of the Registered Agent. | No |
| The Registered Agent address is amended to: | |
| Street Address: | |
| Address 2: | |
| City: | |
| State: | |
| Zip Code: | |
| Management Change | |
| The text of the amendment to the articles of organization amends the management of the Limited Liability Company: | Yes |
| The management of the limited liability company is: | Vested in Members |
| Adoption | |
| Amendment(s) to the Articles of Organization was adopted by the vote required under s. 183.0404 (2). | Yes |

Drafter

This document was drafted by: Kristin Langhoff, Esq.

Signature

Title: Member

Date: 09/12/2019

I understand that checking this
box constitutes a legal
signature: Yes

Signatory's Name: Antonio M. Perez

Delayed Effective Date (Optional)

This document will be effective on the date it is received by the department
unless a delayed (future) date is included here.

(Optional) This document has a
delayed effective date of:

Contact Information (Optional)

Name: Adam M Fudala

Address: 1000 N. Water Street, Suite 1700

City: Milwaukee

State: WI

Zip Code: 53202

Phone Number: 4142988520

Email Address: afudala@reinhartlaw.com

Endorsement

FILED

Received Date: 09/12/2019



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Becher Court Development LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Antonio M. Perez

Article 4. **Street address of the initial registered office:**

809 North Broadway
Milwaukee, WI 53202
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Kristin Langhoff
1000 N. Water Street
Suite 1700
Milwaukee, WI 53202
United States of America

Other Information. **This document was drafted by:**

Kristin Langhoff

Organizer Signature:

Kristin Langhoff

Date & Time of Receipt:

9/10/2019 1:49:52 PM

Order Number:

201909105378713

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

| | |
|----------------|--|
| EFFECTIVE DATE | |
| 9/10/2019 | |

| | |
|---------------------------|-----------------------------|
| FILED 9/10/2019 | Entity ID Number B095217 |
|---------------------------|-----------------------------|

EXHIBIT B

BECHER COURT DEVELOPMENT LLC OPERATING AGREEMENT

**OPERATING AGREEMENT
OF
BECHER COURT DEVELOPMENT LLC**

THIS AGREEMENT is made and entered into as of the 10th day of September, 2019 between the Housing Authority of the City of Milwaukee, a Wisconsin public body corporate and politic (“**HACM**”) and Becher Court Development LLC, a Wisconsin limited liability company (the “**Company**”).

RECITALS

HACM is being admitted as the sole member of the Company, and HACM and the Company desire to set forth their agreement regarding various matters pertaining to the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. Formation. The Company has been organized as a limited liability company under the name Becher Court Development LLC upon its Articles of Organization, a copy of which is attached as Exhibit A, becoming effective under Chapter 183 of the Wisconsin Statutes (the “**Act**”). The actions of the organizer of the Company including, without limitation, causing the Articles of Organization to be filed with the Wisconsin Department of Financial Institutions, are hereby ratified, approved and confirmed.

2. Name. The name of the Company is “Becher Court Development LLC”.

3. Purpose. The sole purposes and business of the Company are to be admitted as a member of and to serve as the managing member of Becher Court LLC, a Wisconsin limited liability company (the “**Owner**”), and in connection therewith, to own, hold, sell, dispose of or otherwise deal with its membership interest in the Owner. The Company may engage in any lawful act or activity and exercise any power permitted to a limited liability company organized under the laws of the State of Wisconsin that is related or incidental to and necessary, convenient or advisable for the accomplishment of the foregoing purposes.

4. Term. The Company shall continue in perpetuity, unless sooner terminated by the action of the Members.

5. Principal Place of Business; Registered Agent and Office. The initial principal place of business of the Company shall be at 809 North Broadway, Milwaukee, Wisconsin 53202. The name and street address of the initial registered agent and registered office of the Company are Antonio M. Pérez, The Housing Authority of the City of Milwaukee, 809 North Broadway, Milwaukee, Wisconsin 53202. The Managing Member (as defined in Section 9) may change the principal place of business and the name and street address of the registered agent and registered office, at any time.

6. Records and Information. The following shall be kept at the principal place of business of the Company:

(a) A list, kept in alphabetical order, of each past and present member and managing member of the Company. The list shall include the full name and last-known mailing address of each member and managing member, the date on which the person became a member or managing member and the date, if applicable, on which the person ceased to be a member or managing member.

(b) A copy of the Articles of Organization for the Company and all amendments thereto, together with executed copies of any powers of attorney under which any articles have been executed.

(c) Copies of the Company's federal, state and local income or franchise tax returns and financial statements, if any, for the four most recent years or, if such returns and statements are not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members of the Company to enable them to prepare their federal, state and local income tax returns for the four most recent years.

(d) A copy of this Agreement, all amendments to this Agreement and any operating agreement no longer in effect.

7. Members. The members of the Company (the "**Members**") shall be those persons listed on Exhibit B attached hereto and incorporated herein.

8. Member Percentage. The "**Member Percentage**" of each Member shall be the percentage that is set forth below opposite such Member's name on Exhibit B.

9. Management.

(a) The business and affairs of the Company shall be managed and controlled by its members except to the extent delegated to the managing member (the "**Managing Member**") in this Agreement.

(b) The Managing Member shall have the full and complete authority, power and discretion to manage and control the business, affairs and assets of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The Managing Member shall serve until its dissolution and liquidation or removal by the affirmative vote of all of the Members. Any successor Managing Member shall be appointed by affirmative vote of all Members. The initial Managing Member shall be HACM.

10. Initial Capital Contribution. The Members shall contribute to the capital of the Company, in cash, the amount set forth opposite their names on Exhibit B.

11. Additional Capital Contributions. There are no times at which, or any

events upon which, a Member is obligated to make any additional capital contribution to the Company.

12. Allocations of Profits and Losses. For accounting and tax purposes, the profits and losses of the Company shall be allocated to the Members pro rata in accordance with their Member Percentages.

13. Distributions. Prior to the dissolution of the Company, such distributions shall be made to the Members at such times and in such amounts as the Managing Member may determine. Each such distribution shall be made to the Members pro rata in accordance with their Member Percentages. Notwithstanding the foregoing provisions of this Section, no distribution shall be made if it is not permitted to be made under Chapter 183 of the Wisconsin Statutes.

14. Distribution Upon Liquidation and Dissolution. Upon the liquidation and dissolution of the Company, the assets of the Company shall be distributed in the following order of priority:

(a) Payment to creditors (including, to the extent permitted by law, any member of the Company who is a creditor) in satisfaction of liabilities of the Company;

(b) Establishment of reserves for contingent or unforeseeable liabilities or obligations which the Managing Member deems necessary or appropriate (unused reserves when determined by The Managing Member to be no longer needed shall be distributed in accordance with this Section); and

(c) Distributed to the Members pro rata in accordance with their Member Percentages.

15. Dissolution.

(a) The Company shall be dissolved upon the election of all of the Members.

(b) On the dissolution of the Company, the Managing Member shall file articles of dissolution with the Wisconsin Department of Financial Institutions.

16. Winding Up and Liquidation. Upon the dissolution of the Company, the Managing Member shall take full account of the Company's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, except to the extent that the Company determines to distribute any assets in kind. The liquidation proceeds therefrom and any assets to be distributed in kind shall be applied and distributed in accordance with the provisions of Section 13 hereof.

17. Dissociation of a Member. A Member shall only cease to be a Member of the Company upon the occurrence of, and at the time of, any of the following events:

(a) The voluntary withdrawal of such Member as a Member of the

Company.

(b) The assignment of all of such Member's interest in the Company and one or more of the assignees are admitted as Members.

(c) The dissolution and liquidation of such Member.

18. Dissolution of an Entity Member. Upon the dissolution and liquidation of a Member that is an entity, any such individual or entity receiving a membership interest upon the dissolution and liquidation of such entity Member shall automatically become a Member of the Company in place of the dissolved entity Member.

19. Applicable Law. This Agreement and the validity and construction hereof shall be determined and governed in all respects by the internal laws of the State of Wisconsin.

20. Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of the Members and the Company and their respective successors, assigns and legal representatives.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first appearing above.

SOLE MEMBER:

**HOUSING AUTHORITY OF THE CITY OF
MILWAUKEE,**
a Wisconsin public body corporate and politic

By: _____
Antonio M. Pérez
Secretary and Executive Director

COMPANY:

BECHER COURT DEVELOPMENT LLC,
a Wisconsin limited liability company

By: Housing Authority of the City of Milwaukee,
a Wisconsin public body corporate and politic,
its Managing Member

By: _____
Antonio M. Pérez
Secretary and Executive Director

IN WITNESS WHEREOF, the Housing Authority of the City of Milwaukee hereby acknowledges and accepts its appointment as the Managing Member of the Company pursuant to the terms of this Agreement.

MANAGING MEMBER:

**HOUSING AUTHORITY OF THE CITY OF
MILWAUKEE,**
a Wisconsin public body corporate and politic

By: _____
Antonio M. Pérez
Secretary and Executive Director

EXHIBIT A

ARTICLES OF ORGANIZATION OF BECHER COURT DEVELOPMENT LLC



Corporations Bureau

Form 504 - Limited Liability Company Articles of Amendment

Name of Limited Liability Company

Entity Name or Entity Id: BECHER COURT DEVELOPMENT LLC
Entity ID: B095217

Entity Name Amendment

The text of the amendment to the articles of organization amends the name of limited liability company: No

The Name of the LLC is amended to be:

Registered Agent Name Amendment

The text of the amendment to the articles of organization amends the name of the Registered Agent: No

The Registered Agent name is amended to:

Name of Entity:

Registered Agent Address Amendment

The text of the amendment to the articles of organization amends the street address of the Registered Agent. No

The Registered Agent address is amended to:

Street Address:

Address 2:

City:

State:

Zip Code:

Management Change

The text of the amendment to the articles of organization amends the management of the Limited Liability Company: Yes

The management of the limited liability company is: Vested in Members

Adoption

Amendment(s) to the Articles of Organization was adopted by the vote required under s. 183.0404 (2). Yes

Drafter

This document was drafted by: Kristin Langhoff, Esq.

Signature

Title: Member

Date: 09/12/2019

I understand that checking this
box constitutes a legal
signature: Yes

Signatory's Name: Antonio M. Perez

Delayed Effective Date (Optional)

This document will be effective on the date it is received by the department
unless a delayed (future) date is included here.

(Optional) This document has a
delayed effective date of:

Contact Information (Optional)

Name: Adam M Fudala

Address: 1000 N. Water Street, Suite 1700

City: Milwaukee

State: WI

Zip Code: 53202

Phone Number: 4142988520

Email Address: afudala@reinhartlaw.com

Endorsement

FILED

Received Date: 09/12/2019



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Becher Court Development LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

Antonio M. Perez

Article 4. **Street address of the initial registered office:**

809 North Broadway
Milwaukee, WI 53202
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Kristin Langhoff
1000 N. Water Street
Suite 1700
Milwaukee, WI 53202
United States of America

Other Information. **This document was drafted by:**

Kristin Langhoff

Organizer Signature:

Kristin Langhoff

Date & Time of Receipt:

9/10/2019 1:49:52 PM

Order Number:

201909105378713

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

| | |
|----------------|--|
| EFFECTIVE DATE | |
| 9/10/2019 | |

| | |
|---------------------------|-----------------------------|
| FILED 9/10/2019 | Entity ID Number B095217 |
|---------------------------|-----------------------------|

EXHIBIT B

| <u>Sole Member</u> | <u>Capital Contribution</u> | <u>Member Percentage</u> |
|---|-----------------------------|--------------------------|
| The Housing Authority of the City of Milwaukee | \$100 | 100 |

EXHIBIT B

BECHER COURT DEVELOPMENT LLC OPERATING AGREEMENT

**OPERATING AGREEMENT
OF
BECHER COURT DEVELOPMENT LLC**

THIS AGREEMENT is made and entered into as of the 10th day of September, 2019 between the Housing Authority of the City of Milwaukee, a Wisconsin public body corporate and politic (“**HACM**”) and Becher Court Development LLC, a Wisconsin limited liability company (the “**Company**”).

RECITALS

HACM is being admitted as the sole member of the Company, and HACM and the Company desire to set forth their agreement regarding various matters pertaining to the Company.

NOW, THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. Formation. The Company has been organized as a limited liability company under the name Becher Court Development LLC upon its Articles of Organization, a copy of which is attached as Exhibit A, becoming effective under Chapter 183 of the Wisconsin Statutes (the “**Act**”). The actions of the organizer of the Company including, without limitation, causing the Articles of Organization to be filed with the Wisconsin Department of Financial Institutions, are hereby ratified, approved and confirmed.

2. Name. The name of the Company is “Becher Court Development LLC”.

3. Purpose. The sole purposes and business of the Company are to be admitted as a member of and to serve as the managing member of Becher Court LLC, a Wisconsin limited liability company (the “**Owner**”), and in connection therewith, to own, hold, sell, dispose of or otherwise deal with its membership interest in the Owner. The Company may engage in any lawful act or activity and exercise any power permitted to a limited liability company organized under the laws of the State of Wisconsin that is related or incidental to and necessary, convenient or advisable for the accomplishment of the foregoing purposes.

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(b) A copy of the Articles of Organization for the Company and all amendments thereto, together with executed copies of any powers of attorney under which any articles have been executed.

(c) Copies of the Company's federal, state and local income or franchise tax returns and financial statements, if any, for the four most recent years or, if such returns and statements are not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members of the Company to enable them to prepare their federal, state and local income tax returns for the four most recent years.

(d) A copy of this Agreement, all amendments to this Agreement and any operating agreement no longer in effect.

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19. Applicable Law. This Agreement and the validity and construction hereof shall be determined and governed in all respects by the internal laws of the State of Wisconsin.

20. Binding Effect and Benefit. This Agreement shall be binding upon and inure to the benefit of the Members and the Company and their respective successors, assigns and legal representatives.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first appearing above.

SOLE MEMBER:

**HOUSING AUTHORITY OF THE CITY OF
MILWAUKEE,**
a Wisconsin public body corporate and politic

By: _____
Antonio M. Pérez
Secretary and Executive Director

COMPANY:

BECHER COURT DEVELOPMENT LLC,
a Wisconsin limited liability company

By: Housing Authority of the City of Milwaukee,
a Wisconsin public body corporate and politic,
its Managing Member

By: _____
Antonio M. Pérez
Secretary and Executive Director

IN WITNESS WHEREOF, the Housing Authority of the City of Milwaukee hereby acknowledges and accepts its appointment as the Managing Member of the Company pursuant to the terms of this Agreement.

MANAGING MEMBER:

**HOUSING AUTHORITY OF THE CITY OF
MILWAUKEE,**
a Wisconsin public body corporate and politic

By: _____
Antonio M. Pérez
Secretary and Executive Director

EXHIBIT A

ARTICLES OF ORGANIZATION OF BECHER COURT DEVELOPMENT LLC



Corporations Bureau

Form 504 - Limited Liability Company Articles of Amendment

Name of Limited Liability Company

Entity Name or Entity Id: BECHER COURT DEVELOPMENT LLC
Entity ID: B095217

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Name of Entity:

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The management of the limited liability company is: Vested in Members

Adoption

Amendment(s) to the Articles of Organization was adopted by the vote required under s. 183.0404 (2). Yes

Drafter

This document was drafted by: Kristin Langhoff, Esq.

Signature

Title: Member

Date: 09/12/2019

I understand that checking this box constitutes a legal signature: Yes

Signatory's Name: Antonio M. Perez

Delayed Effective Date (Optional)

This document will be effective on the date it is received by the department unless a delayed (future) date is included here.

(Optional) This document has a delayed effective date of:

Contact Information (Optional)

Name: Adam M Fudala

Address: 1000 N. Water Street, Suite 1700

City: Milwaukee

State: WI

Zip Code: 53202

Phone Number: 4142988520

Email Address: afudala@reinhardtllaw.com

Endorsement

FILED

Received Date: 09/12/2019



State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

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Antonio M. Perez

Article 4. **Street address of the initial registered office:**

809 North Broadway
Milwaukee, WI 53202
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A manager or managers

Article 6. **Name and complete address of each organizer:**

Kristin Langhoff
1000 N. Water Street
Suite 1700
Milwaukee, WI 53202
United States of America

Other Information. **This document was drafted by:**

Kristin Langhoff

Organizer Signature:

Kristin Langhoff

Date & Time of Receipt:

9/10/2019 1:49:52 PM

Order Number:

201909105378713

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: \$130.00
Total Fee: \$130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

| | |
|----------------|--|
| EFFECTIVE DATE | |
| 9/10/2019 | |

| | |
|---------------------------|-----------------------------|
| FILED 9/10/2019 | Entity ID Number B095217 |
|---------------------------|-----------------------------|

EXHIBIT B

| <u>Sole Member</u> | <u>Capital Contribution</u> | <u>Member Percentage</u> |
|---|-----------------------------|--------------------------|
| The Housing Authority of the City of Milwaukee | \$100 | 100 |