

# Resolutions for Extensions of Credit and Incumbency Certificate



As of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the undersigned certifies as follows to PNC Bank, National Association (“**Bank**”):

1. **Name of Entity:** Becher Court Development LLC (“**Entity**”)
2. **Organizational Documents:** If requested by the Bank, attached hereto (unless previously delivered to the Bank) is a true, complete and correct copy of the Entity’s organizational documents, with all amendments thereto as in effect on the date hereof.
3. **Adoption of Resolutions:** The Entity is a limited liability company based in or organized under the laws of the State of Wisconsin, and the undersigned certifies that the following is a true copy of resolutions (the “**Resolutions**”) adopted by the managing member of the Entity pursuant to, and in compliance with, its organizational documents and applicable law, which adoption occurred on a date which is on or before the date of this certificate. The Resolutions now stand of record on the books of the Entity, are in full force and effect and have not been modified or revoked in any manner whatsoever.
4. **Resolutions:**

4.1 **Loans and Extensions of Credit.** Resolved, that any one (1) officer or other authorized representative of the Housing Authority of the City of Milwaukee (“**HACM**”), managing member of the Entity, holding one of the titles set forth below, as verified by an incumbency certificate executed by the Secretary or other authorized representative(s) of HCAM acting as managing member of the Entity:

NAME	TITLE	ACTUAL SIGNATURE
Antonio M. Pérez	Secretary and Executive Director of the Housing Authority of the City of Milwaukee, the managing member of Entity	x_____
_____	_____	x_____
_____	_____	x_____
_____	_____	x_____

is hereby authorized, at any time and from time to time: (A) to obtain financial services and products of any kind from the Bank or from any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (collectively, “**PNC**”), including but not limited to loans and other products involving the extension of credit; equipment leases; letters of credit; investment sweep products (whether or not related to a credit product); other treasury management services and products; and capital markets services and products, including but not limited to (x) interest or currency swaps, futures, options, collars, caps, floors, forward rate or other interest rate protection or similar arrangements or any foreign currency transaction or similar transaction providing for the purchase of one currency in exchange for the sale of another currency, (y) equity, credit, or other derivative products, and (z) asset securitizations and other receivables financing transactions; (B) to sell to or discount with PNC any personal property (tangible or intangible), at any time held by the Entity and for such purpose to

endorse, assign, transfer and deliver the same to PNC or its agent or designee; (C) to guarantee the payment and performance of the indebtedness and obligations of other persons or entities to PNC; (D) to create or cause the creation of any trusts or other special purpose entities required to be established in connection with any product or service obtained from PNC; (E) to pledge, assign, transfer, mortgage, grant a security interest in or lien on any real or personal property (tangible or intangible) of the Entity to or in favor of PNC as collateral security for the payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties of the Entity or of any other persons or entities to PNC (whether or not in connection with a guaranty of such other person's or entity's obligations to PNC); (F) to execute, accept, authorize agreement to and/or deliver to or in favor of PNC such agreements, documents and instruments, required or requested by PNC in connection with any of the foregoing products, services or actions, including but not limited to loan agreements, promissory notes or other evidence of indebtedness, guaranties, equipment leases, letter of credit reimbursement agreements, treasury management service agreements, interest rate or currency protection agreements, equity, credit and other derivative documents (on International Swap Dealers Association forms or otherwise), asset securitization and other receivables financing agreements, trust agreements or other indentures, collateral security documents (including but not limited to security agreements, financing statements, pledge agreements, assignments, mortgages or deeds of trust), and any supporting documents required by the terms of any of the foregoing agreements, documents or instruments; all in such form as may be requested by PNC and any of which may contain a warrant of attorney authorizing PNC to confess judgment against the Entity for all sums due or to become due by the Entity to PNC and/or a provision waiving the right to trial by jury; (G) to execute and deliver to or in favor of PNC or an entity that is an affiliate of PNC or whose sole member, managing member or general partner is a direct or indirect subsidiary of The PNC Financial Services Group, Inc. (each, a **"PNC Affiliate or Controlled Entity"**) an amended and restated operating agreement, any guaranties related thereto and documents for any Permitted Loans as defined therein; (H) to execute and deliver to or in favor of PNC, a PNC Affiliate or Controlled Entity or any other party a development services agreement; (I) to execute and deliver to or in favor of PNC or a PNC Affiliate or Controlled Entity any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments; and (J) to take any other action requested, required or deemed advisable by PNC or a PNC Affiliate or Controlled Entity in order to effectuate the foregoing resolution, all such other actions being hereby approved, ratified and confirmed.

**4.1.1 Entity as a Member or Manager.** The managing member of the Entity also adopts these Resolutions for the purpose of authorizing the persons named above to act on behalf of the Entity in its capacity as managing member of Becher Court LLC, a limited liability company organized under the laws of the State of Wisconsin (the **"Obligor"**), in order to authorize the Obligor to take the actions described above.

**4.2 Multiple Requests; Transaction Administration.** Resolved, that in connection with any extension of credit obtained by the persons authorized in Section 4.1 above, (i) any of the persons listed in Section 4.1 (or any other person designated in writing by the designated number of required signers from those listed in Section 4.1) shall be authorized to request multiple draws or advances under an extension of credit, and to perform all other actions and to execute all such documents on behalf of the Entity as are necessary for the administration of the transactions contemplated by the Resolutions, following the execution of the definitive closing documents (collectively, the **"Transaction Administration Actions"**), and (ii) any person shall be authorized to take Transaction Administration Actions if they hold one of the following offices or positions with the Entity (or such other office or position as may hereafter be designated in writing by the designated number of required signers from those listed in Section 4.1): Secretary or Executive Director of the Housing Authority of the City of Milwaukee, the managing member of Entity.

**4.3 Ratification.** Resolved, that all past acts of officers, partners or other persons acting on behalf of the Entity, as the case may be, in borrowing or obtaining credit from the Bank and in executing documents or otherwise entering into agreements and giving security on behalf of the Entity are hereby ratified and confirmed.

**4.4     Telephonic and Other Requests.** Resolved, that the Bank is authorized to take any action authorized hereunder based upon: (i) the telephonic or electronic request (including e-mail request) of any person purporting to be a person authorized to act hereunder, (ii) the signature of any person authorized to act hereunder that is delivered to the Bank personally or by facsimile transmission, or (iii) the telex originated by any of such persons, tested in accordance with such testing procedures as may be established between the Entity and the Bank from time to time.

**4.5     General.** Resolved, that a certified copy of these Resolutions be delivered to the Bank and that they and the authority vested in the persons specified herein will remain in full force and effect until a certified copy of a resolution of the Entity revoking or modifying these resolutions and such authority has been delivered to the Bank, and the Bank has had a reasonable time to act thereon.

**5.       Incumbency:** Each of the above-named persons holds the office, title or status with the Entity specified in Section 4.1 above, and any signature following a person's name is such person's actual signature.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the undersigned have hereunto set their hands as of the date first written above.

**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: \_\_\_\_\_  
Name: Antonio M. Pérez  
Title: Secretary and Executive Director