

RAYMOND JAMES

May 5, 2025

Mr. R.B. Coats III
The Banyan Foundation, Inc.
3184 Cahaba Heights Road, Suite 300
Vestavia Hills, AL 35243

Re: Partnership: To Be Determined
Property Name: Capstone at Greenwood Commons
Address: Mineral Court, Greenwood, Greenwood County, SC

Dear Mr. Coats:

This letter will confirm our agreement (“Agreement”) whereby Raymond James Affordable Housing Investments, Inc. (“RJAHI”) shall attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJAHI (the “RJAHI Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJAHI and the RJAHI Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. New Construction
2. Units: 60 units
3. Estimated Construction Start Date: March 2026
4. Estimated Construction Completion Date: March 2027
5. Estimated 100% Occupancy Date: June 2027
6. Set-aside Requirements: Seven (7) units will be set aside at 50% AMI, and forty-seven (47) units will be set aside at 60% of AMI. Six (6) units will be unrestricted.
7. Rental Assistance: N/A
8. Management:
 - a. Company: To Be Determined
 - b. Management Fee: Estimated at \$29,205 (6% of EGI)
9. General Contractor: To Be Determined

B. Tax Credit Information:

1. Reserved or Allocated Credits: \$1,750,000
2. Estimated Partnership Annual Credits: \$1,750,000
3. RJAHI Fund’s Share of Partnership Annual Credits: 99.99%
4. Estimated RJAHI Fund Annual Credits: \$1,749,825
5. Estimated RJAHI Total Credits: \$17,498,250
6. Applicable Fraction: 100%.
7. Applicable Percentage: 9%
8. First Credit Year: 2027.

C. Equity Investment:

1. Estimated \$0.8200 per dollar of the RJAHI Fund's Federal Credits, subject to market conditions and availability of funds.
2. The RJAHI Fund's Estimated Total Capital: \$14,348,565

Note that the RJAHI Fund's estimated actual contributions are based on actual credits delivered. If actual RJAHI Fund Credits are less than the assumed amount, estimated capital contributions will be reduced by the shortfall times the Credit Price. If actual The RJAHI Fund Credits are greater than the assumed amount ("Excess Credits"), then the RJAHI Fund estimated Capital Contributions will be increased by an amount equal to the Excess Credits times the Credit Price up to 105% of the Estimated Total Capital, unless such increase is attributable to an additional reservation of Credits. The RJAHI Fund will specify under which terms it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. The General Partners can accept or reject those terms. Any Excess Credits that the RJAHI Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJAHI Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated Capital Contributions:
 - a. \$1,434,857 (10%) at Closing of which \$40,000 shall be paid to RJAHI as reimbursement of expenses incurred in connection with due diligence.
 - b. \$12,063,113 (84%) during construction on a monthly draw basis.
 - c. \$850,595 (6%) at Stabilized Operations ("Stabilization Capital Contribution"), of which \$100,000 may be held back and paid when all required tax filing information and Forms 8609 are received and audited financials for the year of Breakeven Operations are available.

All payments will be subject to various deliveries required by the RJAHI Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJAHI Fund.

D. Developer and Development Fee:

1. Developer: The Banyan Foundation, Inc.
2. Estimated Development Fee: \$1,450,000
3. Development Fee is currently estimated to be paid as follows:
 - a. \$310,000 at Closing
 - b. \$310,000 at Construction Completion.
 - c. Balance to be paid at Stabilization.

If necessary, part of the development fee will be deferred beyond the date of the RJAHI Fund's final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 14 years after placed-in-service date, from General Partners' capital as described below. Any development fee that cannot be paid by the time of the final capital contribution

of the RJAHI Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be \$208,005 of deferred development fee.

Development Fee shall be pledged to secure the obligations of the General Partner and the Guarantors.

E. Reserves:

1. An appropriate amount of Lease-up Reserves and Operating Reserves will be determined prior closing and mutually agreed upon according to the definitive documents. In general, the reserve accounts shall be established with a lending institution, acceptable to the Limited Partner, and such reserves shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution. All withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed \$10,000.00 shall be made only with the Consent of the Limited Partner, which shall not be unreasonably withheld, delayed or conditioned.

F. Asset Management Fee

1. RJAHI will receive an annual Asset Management Fee of \$5,000 with 3% annual escalation prior to any cash distributions.

G. Obligations of General Partners:

1. General Partner: To Be Determined
2. General Partner's Capital: \$0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of fourteen years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the partnership can pay any amount of the deferred fee outstanding at that time.
4. Guaranties: The General Partners and Guarantors will be required to provide guaranties. Such guaranties will include, but are not limited to, a Completion Guaranty, Operating Deficit Guaranty, and a Tax Credit Guaranty. The requirements of the Guaranties will be provided in the Definitive Documents.

H. Obligations of the Guarantors:

1. Guarantors: The General Partner and The Banyan Foundation, Inc.
2. Guarantors guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee.

I. Definitive Documents

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJAHI will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. THE RJAHI FUND EXIT RIGHTS

The RJAHI Fund shall have the right to require the Managing Members to acquire its interest after the end of the compliance period for a price equal to the amount the RJAHI Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the Managing Members fail to acquire the RJAHI Fund's interest, then the RJAHI Fund shall have the right, without the concurrence of the Managing Members, to order a sale of the Project.

III. OTHER ASSUMPTIONS TO CLOSING

1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.
2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the ability of the RJAHI Fund and its investor members to request and obtain HUD 2530 approval in accordance with the electronic filing requirements promulgated by HUD.
3. RJAHI and the RJAHI Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJAHI Fund and the fund to be necessary - at the Partnership's expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.
4. Satisfactory inspection of the property by RJAHI and the RJAHI Fund investors.
5. Approval by the Investment Committee of RJAHI and the RJAHI Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.
6. Availability of investment funds.
7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

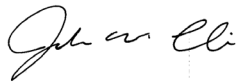
IV. TERM

The initial term of this Agreement shall be for a period of twelve (12) months from the date of this letter, with a closing (Closing Date) no later than May 1, 2026, providing that RJAHI may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. RJAHI may extend the term of this Agreement up to 90 days beyond the initial term and both parties can agree in writing to an extension beyond that date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

Since 1987, Raymond James Affordable Housing Investments and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,700 properties nationwide. We look forward to working with you.

Raymond James Affordable Housing Investments, Inc. reserves the right to alter the terms of this investment to meet market conditions. Final terms and conditions will be set forth in definitive documents proposed by Raymond James Affordable Housing Investments, Inc. If the changes are unacceptable, you shall have no obligation to execute definitive documents and this letter shall terminate on the Termination Date, or, if sooner, upon receipt of written notice of termination from you citing the change in terms as the reason for termination.

Sincerely,



John W. Colvin
Vice President - Director of Acquisitions
Raymond James Affordable Housing Investments, Inc.