DEVELOPMENT AGREEMENT

This Development Agreement (the "***Agreement***"), dated and effective as of April 9, 2025, is made by and between Peaks of Rock Hill, LP, a South Carolina limited partnership (the "***Company***"), and Peaks of Rock Hill Developer, LLC, a South Carolina limited liability company (the "***Developer***").

Recitals

The Company was formed for the purpose of acquiring or leasing a site, developing and constructing thereon and operating a residential project located in ROCK HILL, South Carolina (the "***Project***").

1. ***Appointment and Term.*** The Company hereby appoints the Developer to render services in overseeing the development of the Project for the Company as herein contemplated and the Developer hereby accepts such appointment.

2. ***Authority and Obligations.*** The Developer shall have the authority and obligation to:

(a) Obtain construction financing, if required, on behalf of the Company in an amount sufficient to fund the construction and/or rehabilitation of the Project.

(b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction and/or rehabilitation of the Project.

(c) Prepare and submit to the Company for approval a construction budget and make recommendations to the Company regarding any necessary modifications thereto.

(d) Make available to the Company upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications, or other items prepared or obtained.

(e) Obtain a construction contract (the "***Construction Contract***") in an amount not to exceed the amount provided therefor pursuant to the Company financial projections from a reputable general contractor (the "***General Contractor***").

(f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors, and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Completion Date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion for defects in construction and to assure compliance with the plans and specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the Projections and the plans and specifications and submission of such requests to the Company for approval.

(g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the plans and specifications.

(h) Cause the Project to be completed on or before the Completion Date in a manner consistent with good workmanship, in compliance with the following:

(i) the plans and specifications;

(ii) all obligations of the Company under any documents executed by the Company under the construction loan documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction and/or rehabilitation of the Project.

(i) Maintain, or cause to be maintained, builders risk, contractor's liability, and worker's compensation insurance required by law or by the Investor Member with the Company named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

(j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

(k) Make available to the Company upon request copies of all contracts and subcontracts relating to the development of the Project.

(l) Deliver to the Company copies of all inspection reports and applications for payment given any lender providing a loan to the Company.

3. ***Developer Fee.***

(a) For development services to be performed under this Agreement, the Company shall pay the Developer a total fee equal to $1,690,000 (the "***Developer Fee***"). Of this, $1,688,600.10 is payable no later than completion of construction of the Project from capital contributions to be made by the investor limited partner that will be admitted to the Company in the manner and at the times stated in the First Amended and Restated Agreement of Limited Partnership that will be executed in connection with the admission of that partner.

(b) Any amount of the Developer Fee that is not paid from capital contributions as stated in (a) (estimated to be $__1,399.90____) (the ***"Deferred Developer Fee***") shall be paid from the Net Cash Flow of the Company to the extent available for payment of the Deferred Development Fee in accordance with such First Amended and Restated Agreement of Limited Partnership. Any amount of the Developer Fee that has not been paid in full on or before December 31, 2040 shall be paid no later than such date. The Company's obligation to pay the Deferred Development Fee is evidenced by the Note attached hereto as Exhibit "A".

4. ***Operating Agreement.*** Except as expressly provided herein, this Agreement shall be subject to the applicable terms and conditions of such First Amended and Restated Agreement of Limited Partnership.

5. ***Burden and Benefit.*** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.

6. ***Severability of Provisions.*** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

7. ***No Continuing Waiver.*** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8. ***Defined Terms.*** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Operating Agreement.

9. ***Governing Law.*** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to principles of conflicts of laws.

10. ***Binding Agreement.*** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors, and assigns.

11. ***Headings.*** All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

12. ***Terminology.*** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

13. ***Counterparts.*** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[signatures begin on the following page]

The parties have executed this Development Agreement as of the date first written above.

COMPANY

PEAKS OF ROCK HILL, LP,
a South Carolina limited partnership

By: Peaks of Rock Hill GP, LLC,
a South Carolina limited liability company
Its: General Partner

By: RHG GP Management, Inc.,
a Georgia corporation
Its: Manager

By: _____
Name: Sam Coats
Its: Vice President

DEVELOPER

PEAKS OF ROCK HILL DEVELOPER, LLC,
a South Carolina limited liability company

By: Resource Housing Group, Inc.,
a Georgia nonprofit corporation
Its: Manager

By: _____
Name: Sam Coats,
Its: Assistant Vice President

EXHIBIT "A"
FORM OF PROMISSORY NOTE

Atlanta, Georgia
US $1,399.90 May 15, 2025

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **Peaks of Rock Hill, LP**, a South Carolina limited partnership ("Maker"), promises to pay to the order of **Peaks of Rock Hill Developer, LLC,** a South Carolina limited liability company, its successors and assigns (hereinafter, together with all subsequent holders of this Note, called "Lender"), whose address is 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339, or at such other place as Lender may specify, on or before the Maturity Date (hereinafter defined), the principal sum of $1,399.90, together with interest thereon from and after the date of Stabilization, as defined in Maker's Amended and Restated Agreement of Limited Partnership executed in connection with the admission of the first tax credit investor into Maker, as the same may be from time to time amended (the "Partnership Agreement"), at the Long Term Applicable Federal Rate, determined as of the date hereof.

The principal of this note and interest earned hereon shall be paid from the first cash flow that Maker would, but for this Note, be entitled to pay to its partners under the terms of the Partnership Agreement at such time or times and in such amounts as such cash flow is permitted to be paid under the Partnership Agreement. All payments shall be applied first to interest and any balance to principal. The unpaid balance of the principal amount hereof and all interest accrued thereon shall mature and be due and payable on December 31, 2036 (the "Maturity Date").

Costs of Collection. Maker agrees to pay all costs of collection hereof when incurred, including reasonable attorneys' fees actually incurred, whether or not any legal action shall be instituted to enforce this Note.

Prepayment. Maker shall have the right to prepay this Note in whole or in part at any time without premium and penalty.

Default And Remedies

Events of Default. Each of the following events shall constitute an "Event of Default":

(a) If Maker shall make any distribution to any of its Partners prior to payment in full of the principal of this Note.

(b) If Maker shall fail to pay the unpaid balance of this Note and all unpaid interest accrued thereon on the Maturity Date.

Acceleration; Other Remedies. Upon the occurrence of an Event of Default, Lender may, at its option, without further notice or demand, declare the unpaid principal of this Note and all interest accrued thereon at once due and payable, and pursue any and all other rights, remedies, and recourses available to Lender, or pursue any combination of the foregoing, all remedies hereunder being cumulative.

No Waiver. Failure to exercise any of the foregoing options shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time in respect to any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option without the express written consent of Lender.

Miscellaneous

Waivers. (a) Maker waives presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof. Maker agrees that the time for any payments hereunder may be extended from time to time without notice and consent to the acceptance of further security for this Note, all without in any manner affecting their liability under or with respect to this Note. No extension of time for the payment of this Note or any installment hereof shall affect the liability of Maker under this Note even though Maker is not a party to such agreement.

(b) Maker hereby waives and renounces, to the extent same may be waived and renounced, for itself, its legal representatives, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now provided or which may hereafter be provided by the Constitution and the laws of the United States and of any state, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note.

Limited Liability of the Grantor and Its Partners. Notwithstanding anything to the contrary contained in this Note, the Lender agrees that no general partner or limited partner of the Maker shall have any liability for any obligation of Maker hereunder, and that such obligations shall be satisfied solely from the assets of maker.

Notice. All notices or other communications required or permitted to be given pursuant to this Note shall be in writing and shall be considered properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid telegram, overnight delivery service, telex or telecopy. Notice so mailed shall be effective two (2) days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the address and telecopy number of Maker shall be the address and telecopy number listed on the final page of this Note, and Lender's address shall be the address given on the first page hereof,

and Lender's telecopy number shall be (404) 760-3443, or at such other telecopy as designated by Lender from time to time; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

Governing Law. This Note shall be governed by and construed according to the laws of the State of South Carolina.

Severability. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Time of the Essence. MAKER AGREES THAT TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL OBLIGATIONS HEREUNDER.

Subordination. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all indebtedness of the Maker which is secured by any security deed or security interest on any portion of the Project or the rents, issues or profits thereof, or which arises under the Partnership Agreement or any loan made by any partner of Maker pursuant thereto. As used herein, the "Project" means a residential project located in **ROCK HILL** South Carolina.

IN WITNESS WHEREOF, this Note has been duly executed under seal in Atlanta, Georgia on the date first above written.

MAKER:

PEAKS OF ROCK HILL, LP,
a South Carolina limited partnership

By: Peaks of Rock Hill GP, LLC,
a South Carolina limited liability company
Its: General Partner

By: RHG GP Management, Inc.,
a Georgia corporation
Its: Manager

By: _____
Name: Sam Coats
Its: Vice President

Maker's Address:
3350 Riverwood Parkway,
Riverwood 100 Building,
Suite 800, Atlanta, Georgia 30339

LIMITED PARTNERSHIP AGREEMENT
OF
PEAKS OF ROCK HILL, LP

This Limited Partnership Agreement of **PEAKS OF ROCK HILL, LP**, a South Carolina limited partnership (the "Limited Partnership" or "Partnership"), entered into as of April 9, 2025, by and between **PEAKS OF ROCK HILL GP, LLC**, a South Carolina limited liability company (the "General Partner") and **PEAKS OF ROCK HILL DEVELOPER, LLC**, a South Carolina limited liability company (the "Limited Partner").

WITNESSETH

WHEREAS, the General Partner and the Limited Partner, as the initial Limited Partner, desire to join together in a Limited Partnership formed under and governed by the South Carolina Uniform Limited Partnership Act, as the same may be amended from time to time, or any future statute of similar import (the "Act"), for the purposes and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the General Partner and the Limited Partner, intending to be legally bound, hereby agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

1.1 As used in this Agreement:

(a) "Certificate" means the Limited Partnership certificate of the Partnership filed with the South Carolina Secretary of State on April 9, 2025, as amended from time to time in accordance with the Act.

(b) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and "Regulation" means a regulation promulgated under the Code.

(c) "General Partner" means the General Partners in the Partnership, as contemplated by the Act. Unless otherwise clearly required by the context, "General Partner" or "General Partners" means and refers to the General Partner(s) referred to in the introductory paragraph of this Agreement and any additional or substituted General Partner(s) admitted to the Partnership in accordance with the terms hereof.

(d) "Limited Partner" means the Limited Partner in the Partnership, as contemplated by the Act. Unless otherwise clearly required by the context, "Limited Partner" or "Limited Partners" means and refers to the Limited Partner(s) referred to in the introductory paragraph of this Agreement and any additional or substituted

Limited Partner(s) admitted to the Partnership in accordance with the terms hereof.

(e) "Partners" means and refers to the General Partner and the Limited Partner in the Partnership, collectively.

(f) "Partnership" means the Limited Partnership created by this Agreement.

(g) "Partnership Property" means and includes property of every nature and description in which the Partnership has any interest.

(h) "Percentage Interest" means a Partner's interest in the capital, profits and losses of the Partnership.

(i) "Person" means and includes an individual and any entity legally recognizable as such under the laws of the State of South Carolina.

ARTICLE II

ESTABLISHMENT OF PARTNERSHIP

2.1 Formation of Partnership.

The Partners hereby form the Partnership for the purposes set forth in this Agreement. The Partnership shall be a South Carolina Limited Partnership and shall be governed by the Act as the same may be amended from time to time.

2.2 Term.

The existence of the Partnership commenced upon the proper filing of the original Certificate on April 9, 2025.

2.3 Principal Office.

The principal office of the Partnership shall be located at 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339, or such other place as the General Partner may from time to time designate.

2.4 Registered Office and Agent.

The registered office and agent for the Partnership in South Carolina shall be: CT Corporation System, 2 Office Park Court, Suite 103, Columbia, SC 29223.

The General Partner shall have the right to change the registered agent and office at any time.

2.5 Purposes of the Partnership.

The purposes of the Partnership are (i) to acquire the Partnership Property to hold as an investment, (ii) to develop the Partnership Property by construction of such improvements and amenities as the Partnership shall deem necessary and convenient for the use and rental of the Partnership Property, and (iii) to manage, operate, maintain, rent and sell the Partnership Property. In furtherance of the foregoing, but not in limitation thereof, the Partnership shall be authorized and empowered:

(a) to acquire real and personal property from time to time by purchase, lease or otherwise, and to hold, develop, manage, operate, maintain and let or sublet the same;
(b) to sell, mortgage, exchange, lease or otherwise dispose of the Partnership Property or any part thereof;
(c) to borrow money without limitation as to amount and to secure the payment of any obligation of the Partnership by mortgage, hypothecation, pledge or other security assignment or arrangement covering all or part of the Partnership Property;
(d) to acquire interests in partnerships, joint ventures, corporations or other entities;
(e) to make, enter into, and perform all contracts, agreements and undertakings, and to engage in all activities and transactions that the Partnership may deem necessary or advisable to effectuate the foregoing; and
(f) to do and perform all things necessary for, incidental to, connected with or arising out of such activities, and to take such actions as may be conducive to the accomplishment of such purposes.

Neither the character, purpose, course nor scope of the Partnership shall be extended by implication or otherwise to any business, act, or transaction not directly relating to the acquisition, development and use of the Partnership Property, except by and pursuant to written agreement signed by all the Partners.

2.6 Partners and Their Percentage Interests.

The name, address, character of interest, initial capital contribution and Percentage Interest of each Partner shall be as set forth in Exhibit "A" attached hereto and made a part hereof. Exhibit "A" shall be revised from time to time as circumstances require.

2.7 Limited Partnership Certificate.

The Certificate shall be filed as provided for in the Act.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1 Capital Contributions.

Upon the filing of the Certificate, the Partners shall contribute to the capital of the Partnership the property described in Exhibit "A".

3.2 Future Contributions.

No Limited Partner shall be required to make any capital contributions in excess of that provided in Exhibit "A" and in no event shall any Limited Partner be personally liable for any losses, obligations or debts of the Partnership in excess of such Limited Partner's initial capital contribution unless such Limited Partner specifically agrees otherwise.

3.3 Capital Accounts.

(a) Capital Accounts. Throughout the term of the Partnership, a capital account shall be maintained for each Partner. The capital account for each Partner shall consist of the sum of such Partner's contributions of cash to the capital of the Partnership, plus the fair market value of any property contributed by such Partner to the capital of the Partnership, plus such Partner's share of the net profits and gains of the Partnership allocated to such Partner for tax accounting purposes (except for the net profits and gain allocated pursuant to Section 5.1(c)(ii)), less the debt encumbering any property contributed by such Partner to the capital of the Partnership, less such Partner's share of the net losses of the Partnership allocated to such Partner for tax accounting purposes (except for net losses allocated pursuant to Section 5.1(c)(ii)) and less the sum of all distributions of cash and the fair market value of all distributions of property made to such Partner by the Partnership. All such accounts shall be determined and maintained at all times in strict accordance with all of the provisions of Regulation Section 1.704-1(b)(2)(iv) or any future Regulation of similar import.

(b) Adjustments to Capital Accounts; Changes in Partnership Interests. Upon the contribution to or distribution from the Partnership of property in connection with the admission to or withdrawal from the Partnership of a Partner or a change in the interest of a Partner, the assets of the Partnership shall be revalued on the books of the Partnership to reflect the fair market value of such assets at the time of the occurrence of such event, and the capital accounts of the Partners shall be adjusted in the manner provided in Regulation Section 1.704-1(b)(2)(iv)(f) and (g) or any future Regulation of similar import.

3.4 Interest on and Return of Capital.

No Partner shall be entitled to interest on such Partner's capital account or on such Partner's contributions to the capital of the Partnership, and, except as otherwise provided in Article IX, no Partner shall have the right to demand or to receive the return of all or any part of such Partner's capital account or of such Partner's contributions to the capital of the Partnership.

ARTICLE IV

CERTAIN RIGHTS, POWERS AND DUTIES OF PARTNERS

4.1 Authority and Obligations of the General Partner.

(a) Except as otherwise expressly provided in this Agreement, the General Partner shall have the exclusive right and full authority and responsibility to manage, conduct and operate the business and affairs of the Partnership and shall have the right to execute agreements, deeds, mortgages and other instruments on behalf of the Partnership.

(b) The General Partner shall have the right to bind the Partnership, except that without the consent of the Limited Partner, or as otherwise provided by law, the General Partner shall have no authority to:

(i) cause or permit the Partnership to sell, convey or otherwise dispose of all or substantially all of the Partnership Property (other than to finance and refinance by construction loans and permanent refinancing the improvements to the Partnership Property or in the course of the liquidation of the Partnership under Article IX hereof);

(ii) cause or permit the Partnership to become a surety, guarantor or endorser for any Person;

(iii) confess or agree to confess a judgment against the Partnership or submit or agree to submit a Partnership claim to arbitration; or

(iv) do any act in contravention of this Agreement or which would make it impossible or unreasonably burdensome to carry on the business of the Partnership.

4.2 Admission and Withdrawal of General Partner.

(a) Unless otherwise provided or permitted by law, a new General Partner may be admitted to the Partnership with the approval of the Limited Partner. In the case of a new General Partner who also owns a Limited Partnership interest, all or a portion of the existing Percentage Interest of such Partner, in the discretion of such Partner, may be converted into a General Partnership interest as of the date such Partner becomes a General Partner; otherwise, any new General Partner shall receive such Percentage Interest in the Partnership and upon such terms and conditions and for

such consideration as such new General Partner and the Limited Partner shall agree.

(b) No General Partner may withdraw from the Partnership without the prior written consent of the Limited Partner.

(c) In the event any of the General Partner(s) for any reason ceases to be a General Partner in the Partnership but the Partnership does not dissolve as a result thereof, such Partner shall receive, within a reasonable time thereafter, the fair value of such Partner's interest in the Partnership as of the date such Partner ceased to be a General Partner, payable 10% in cash at closing and the balance amortized in equal monthly installments of principal and interest (at the simple annual rate of 7%) over ten years; provided however, that the Limited Partner shall have the right to cause such withdrawn or withdrawing General Partner to convert its General Partnership interest to a Limited Partnership interest in lieu of purchasing such interest.

4.3 Compensation and Reimbursement of Expenses of General Partner.

(a) The General Partner shall receive such compensation for acting as General Partner of the Partnership as the General Partner and the Limited Partner shall agree from time to time.

(b) The General Partner shall be reimbursed by the Partnership for all ordinary and necessary expenses paid by the General Partner on behalf of the Partnership.

4.4 Dealings Outside the Partnership.

The General Partner may at any time and from time to time engage in and possess interests in other business ventures.

4.5 Fiduciary Relationship.

The relationship of the General Partner to the Partnership and to the Limited Partner is that of a fiduciary, and the General Partner shall have a fiduciary obligation to conduct the business of the Partnership as set forth herein, including the safekeeping and use of all Partnership funds and assets, for the sole and exclusive benefit of the Partnership.

4.6 Limitation on Limited Partners.

Except as otherwise expressly provided in this Agreement, no Limited Partner shall (i) be permitted to take part in the control of the business or affairs of the Partnership, or (ii) have the authority or power to act as agent for or on behalf of the Partnership or to do any act that would be binding on the Partnership.

4.7 Tax Matters.

Inasmuch as the Partnership is to be classified as a partnership for federal income tax purposes, General Partner, or such other person as the General Partner shall select, shall be the "Partnership Representative" as that term is defined under the Internal Revenue Code of 1986, as amended (the "***Code***"), to the extent required of the Partnership, and shall remain as such until a successor is designated by the General Partner. The Partnership Representative shall keep the Partners informed as to all material tax or tax-type audits or proceedings involving the Partnership. The expenses of all such audits and proceedings will be paid by the Partnership. The Partnership Representative (and any Partnership Interest of the Partnership Representative and its affiliates) shall be free from all claims by the Partnership or the Partners by reason of any act performed for or on behalf of the Partnership as the Partnership Representative. The Partnership shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon it by reason of any act performed for or on behalf of the Partnership as Partnership Representative, except in cases where the Partnership Representative has been grossly negligent or engaged in willful misconduct.

4.8 Banking.

The funds of the Partnership shall be kept in a separate account or accounts in the name of the Partnership in such bank, banks or other federally insured depositories as may be designated by the General Partner. All withdrawals therefrom shall be made on such signature or signatures as may be designated by the General Partner.

4.9 Ownership of Partnership Property.

All Partnership Property shall be owned exclusively by the Partnership and each Partner expressly waives the right to require partition of any Partnership Property.

4.10 Indemnification of General Partner.

Except in any situation involving a violation of the provisions of this Agreement, gross negligence or willful misconduct, the Partnership shall indemnify and hold the General Partner harmless from any loss, damage, cost or expense (including reasonable attorneys' fees and costs) incurred by the General Partner as a result of any act performed or omitted on behalf of the Partnership.

ARTICLE V

DISTRIBUTIONS

5.1 Allocation of Profit or Loss for Income Tax Purposes.

(a) Allocation of Profit or Loss from Operations. Except as otherwise provided in Section 5.1(c), the Partnership's income, gain, loss, deduction

or credit, and all items thereof, from the business of the Partnership, as determined for federal income tax purposes, shall be allocated to the Partners for Partnership book purposes and for tax purposes proportionately to their respective Percentage Interests in the Partnership.

(b) Allocation of Profit or Loss Upon Dissolution and Winding Up. Except as otherwise provided in Sections 5.1(c) and 9.2, the Partnership's income, gain, loss, deduction or credit, and all items thereof, from the dissolution and winding up of the Partnership as provided in Section 9.2, for Partnership book purposes and for federal income tax purposes, shall be allocated in the following order of priority:

(i) first, income and/or gain shall be allocated among Partners having deficits in their respective Capital Accounts in proportion to the ratio of their respective deficits until no Partner has a deficit in his Capital Account; and

(ii) the balance, if any, shall be allocated to the Partners proportionately to the Partners' respective Percentage Interests in the Partnership.

(c) Overriding Allocation Rules. Notwithstanding any other provision of this Section 5.1, the following provisions shall control:

(i) Cost Recovery Recapture. If income or gain allocated pursuant to Sections 5.1(a) or 5.1(b) includes income treated as ordinary income for income tax purposes because it is attributable to the recapture of depreciation or cost recovery deductions, then, except as otherwise required by this Section 5.1(c), so much of such gain as is treated as ordinary income shall, to the extent possible, be allocated to and reported by the Partners in proportion to the amount of depreciation or cost recovery deductions that have been allocated to the Partners through the period of such allocation.

(ii) Variations between the Partnership Property for Tax Purposes and Book Purpose. The Partnership's income, gain, loss, deduction or credit, and all items thereof, with respect to Partnership Property that had an adjusted tax basis which varied from its value for book purposes at the time such Partnership Property was contributed to the Partnership, shall, solely for tax purposes, be allocated among the Partners so as to take account of any such variation in accordance with Code Sections 704(b) and 704(c) and Regulation Section 1.704-1(b)(4)(i) promulgated thereunder. Allocations pursuant to this Section 5.1(c)(ii) are solely for federal, state and local income tax purposes and shall not affect, or in any way be taken into account, in computing any Partner's Capital Account.

(iii) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain (as defined below) during any fiscal year of the Partnership, each Partner who would otherwise have a

deficit in his capital account at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Regulation §1.704-1(b)(4)(iv)(e). For purposes of this Section 5.1(c)(iii), the term "Minimum Gain" means the amount determined by computing, with respect to each non-recourse liability of the Partnership, the amount of gain, if any, that would be realized by the Partnership if it disposed of (in a taxable transaction) the Partnership Property subject to such liability in full satisfaction of such liability, and by then aggregating the amounts so computed. Such computations shall be made in manner consistent with Regulation §1.704-1(b)(4)(iv)(c). This Section 5.1(c)(iii) is intended to comply with the Minimum Gain Chargeback requirement in Regulation §1.704-1T(b)(4)(iv) and shall be interpreted consistently therewith.

(iv) Special Allocations: Items in the Nature of Income or Gain. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulation §1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to such Partners in an amount and manner sufficient to eliminate the deficit balances in their capital accounts created by such adjustments, allocations or distributions as quickly as possible. Any special allocations of items of income or gain pursuant to this Section 5.1(c)(iv) shall be taken into account in computing subsequent allocations of profits pursuant to this Section 5.1 so that the net amount of any items so allocated and the profits, losses and all other items allocated to each Partner pursuant to this Section 5.1 shall, to the extent possible, be equal to the net amount that would have been allocated to each such Partner pursuant to the provisions of this Section 5.1 if such unexpected adjustments, allocations or distributions had not occurred.

5.2 Definition of Cash Flow.

The Cash Flow of the Partnership shall be determined at the end of each fiscal year of the Partnership. "Cash Flow" shall be an amount equal to gross cash revenues received by the Partnership from the operation of its business affairs plus Capital Proceeds (as defined in Section 5.4) and the amount of any decrease(s) in any reserves (described below), less the following:

(a) amounts disbursed in payment of operating expenses;

(b) amounts reasonably designated by the General Partner as cash reserves in compliance with financing arrangements or for (i) aggregate authorized

expenditures, (ii) anticipated working capital requirements, or (iii) anticipated capital improvements and replacements;

(c) debt service payments on any authorized loans or borrowings of the Partnership; and

(d) payments for capital improvements and replacements.

5.3 Distribution of Cash Flow.

The Cash Flow of the Partnership for each fiscal year shall be distributed to the Partners on or before the 75th day of the succeeding fiscal year proportionately to the Partners in accordance with their respective Percentage Interests in the Partnership.

5.4 Definition of Capital Proceeds.

As used in this Agreement, the term "Capital Proceeds" means proceeds received by the Partnership by reason of the occurrence of any of the following-described events, less in each instance the total of all expenses incurred in connection with the receipt or collection of such proceeds and less all amounts applied to the reduction of Partnership indebtedness: (i) any sale of Partnership Property other than Partnership Property held for sale to customers in the ordinary course of business; (ii) any refinancing of any permanent loan on Partnership Property; (iii) any insurance payment or damage recovery with respect to Partnership Property to the extent that such proceeds are not required to repair or restore such property; and (iv) any condemnation, or sale in lieu of condemnation, of any Partnership Property.

5.5 Liquidating Distributions.

The provisions of this Article V notwithstanding, all distributions made upon or in connection with the dissolution and liquidation of the Partnership shall be governed by the provisions of Article IX.

ARTICLE VI

ACCOUNTING

6.1 Fiscal Year.

The fiscal year of the Partnership shall be the calendar year.

6.2 Method of Accounting; Selection of Auditor.

The Partnership's books of account shall be maintained, and its income, gains, losses, deductions and credits shall be determined and accounted for, in accordance with such method of accounting as may be adopted by the General Partner. Unless otherwise provided in this Agreement, the Partnership shall account for each and every item of its income, gain, loss, deduction and credit for financial accounting purposes in the same manner as it accounts for each such item for income tax purposes.

6.3 Financial and Operating Statements.

Within 75 days after the close of each fiscal year of the Partnership, the Partnership shall have its federal income tax return, Schedules K-1 for all Partners, and financial statements prepared and distributed to all the Partners. The financial statements shall be unaudited unless the Limited Partner requests audited statements. Such financial statements shall reflect the results of the operations of the Partnership for such year, the unpaid balance due on all obligations of the Partnership, each Partner's share of the net profit or net loss of the Partnership for both financial accounting and income tax purposes, each Partner's distributive share of all the Partnership's items of income, gain, loss, deduction or credit for income tax purposes, and all other information customarily reflected in financial statements prepared in accordance with the Partnership's method of accounting.

6.4 Location of and Access to Books of Account.

The Partnership's books of account shall be kept at the principal office of the Partnership or such other place as the General Partner may determine. The Partnership books shall be open to examination, copying and/or audit by any Partner or the authorized representative(s) of any Partner (at the expense of such Partner) at any reasonable time, upon notice to the General Partner of not less than one business day.

6.5 Adjustment to Basis.

In the event of the sale or exchange of an interest in the Partnership permitted by the terms of this Agreement, or upon the death of any Partner, or in the event of the distribution of property to any Partner, at the option of any Partner standing to benefit thereby, the Partnership shall file an election under Section 754 of the Code to cause the basis of the Partnership's assets to be adjusted for income tax purposes as provided by Sections 734 and 743 of the Code.

ARTICLE VII

ASSIGNABILITY OF INTERESTS

7.1 Generally.

No Partner shall have the right to assign, transfer, sell or pledge such Partner's interest in the Partnership, or otherwise encumber such interest by using the same as security for borrowed funds, or make any other disposition of all or any portion of such interest without the consent of all Partners, except as otherwise specifically provided in this Agreement. Any purported assignment, transfer, sale or pledge of any interest in the Partnership, other than as permitted under this Agreement, shall not be effective to make the purported assignee or transferee a substitute Partner.

7.2 Assignment of General Partner's Interest.

Except with the prior consent of the Limited Partner, which consent may be withheld for any reason, the General Partner shall not have the right to assign all or any portion of its General Partnership interests in the Partnership. In no event shall any assignment of a General Partnership interest permitted by the Limited Partner as aforesaid relieve the General Partner involved of any liabilities which may have been incurred prior to such assignment, or constitute the assignee a successor General Partner. A permitted assignee shall become a General Partner upon compliance with Section 7.3(b) as though the interest involved was a Limited Partnership interest.

7.3 Assignment of Limited Partner's Interest.

(a) Except with the prior consent of the General Partner, no Limited Partner shall have the right to assign all or any portion of his Limited Partnership interest in the Partnership.

(b) An assignee of the interest of a Limited Partner, or any portion thereof, shall (unless waived by all Partners other than the Partner involved) become a substituted Limited Partner (and thereby entitled to the rights held by the assigning Limited Partner), if, in addition to compliance with Section 7.3(a):

(i) the assignor gives the assignee such right;

(ii) the assignee pays to the Partnership all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in amending this Agreement;

(iii) the assignee executes and delivers such instruments, in form and substance reasonably satisfactory to the General Partner, as may be necessary or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement and to assume all obligations of the assignor under this Agreement; and

(iv) the assignee obtains and delivers to the Partnership, at the assignee's expense, the opinion of legal counsel referred to in Section 7.4.

(c) In no event and under no circumstances shall any Limited Partner who assigns its interest in the Partnership be relieved of its obligations as a Limited Partner under this Agreement unless and until the assignee of such Limited Partnership interest becomes a substituted Limited Partner and the Partnership delivers a written release to such assignor Limited Partner.

7.4 Opinion of Counsel.

The opinion of legal counsel referred to in Section 7.3(b)(iv) shall be given by securities and tax counsel of recognized standing (and covered by errors and omissions insurance as to securities matters) and shall be to the effect that:

(a) the transfer or assignment in question will not cause the Partnership to lose any exemptions claimed by the Partnership under any applicable state securities or "Blue Sky" laws, or under the Securities Act of 1933, as amended; and

(b) the transfer or assignment in question will not violate the provisions of the Securities Act of 1933, as amended, or any state securities or "Blue Sky" laws or any real estate syndication laws applicable to the Partnership;

(c) the transfer or assignment in question will not result in the Partnership's being terminated for federal income tax purposes; and

(d) the transfer or assignment in question will not result in the Partnership's being classified as an association taxable as a corporation for tax purposes.

ARTICLE VIII

DEATH, DISSOLUTION, LEGAL INCAPACITY AND BANKRUPTCY

8.1 Death, Dissolution, Legal Incapacity or Bankruptcy of a Limited Partner.

(a) In the event of any Limited Partner's death, dissolution or adjudication as legally incompetent, incapacitated or bankrupt, the Partnership shall not be dissolved and shall continue as a partnership without interruption.

(b) The Partnership interest of a deceased Limited Partner shall be held by such persons or entities as have been designated in his last will and testament, or if none are so designated, by such persons or entities as may be designated by his executor or administrator, or if none are so designated, by his estate. Unless otherwise provided in this Agreement, the Partnership interest of a dissolved Limited Partner shall be held by the persons or entities who have been distributed the assets of such dissolved Partner. In the event of the adjudication of a Limited Partner as legally incompetent, incapacitated or bankrupt, the interest of such incapacitated, incompetent or bankrupt Partner shall (unless otherwise provided in this Agreement) be held by its representative or trustee designated by the court making such adjudication. The remaining Limited Partner agrees to accept any such designee or designees referred to above as an assignee of a deceased, dissolved, legally incompetent or incapacitated or bankrupt Partner; provided, however, in no event shall such designee or designees become substituted Limited Partner(s) unless and until the requirements set forth in Section 7.3(b) have been met.

8.2 Withdrawal of General Partner.

If any General Partner for any reason ceases to be a General Partner in the Partnership, such event shall not cause the Partnership to dissolve if there remains at least one other Person having a General Partnership interest in the Partnership. If there does not remain one other Person having a General Partnership interest in the Partnership, the Partnership shall dissolve unless the remaining Partners within 90 days after such event vote unanimously to continue the Partnership's business and select a new General Partner as set forth in Section 4.2(a).

ARTICLE IX

DISSOLUTION AND WINDING UP

9.1 Events of Dissolution.

The Partnership shall be dissolved upon the first to occur of:

(a) the date specified in any notice by any Partner holding at least 75% interest in the Partnership to the other Partners of such Partner's desire to dissolve the Partnership and wind up its affairs, provided that such date is at least 30 days in advance of the date of such notice as provided in Section 10.1 hereof;

(b) an event triggering dissolution under the Act.

9.2 Winding Up.

Upon the dissolution of the Partnership, regardless of how or why occasioned, the affairs of the Partnership shall be wound up by the General Partner. If for any reason there is no General Partner, the Limited Partner may appoint or designate a trustee-in-liquidation who shall serve to wind up the affairs of the Partnership. The trustee-in-liquidation need not be a commercial or corporate trustee, need not be bonded, and may be a Limited Partner. Whoever serves to wind up the affairs of the Partnership, the following procedure shall be followed:

Upon the winding up of the Partnership, the assets of the Partnership shall be applied first to the payment of the outstanding Partnership liabilities. Additionally, an appropriate reserve may be established in an amount determined by the Person in charge of liquidating the Partnership for any contingent liability until such contingent liability is satisfied. The balance of such reserve, if any, shall be distributed, together with any other sum remaining after payment of the outstanding Partnership liabilities, to the Partners in accordance with their respective capital accounts.

Notwithstanding any provision of this Agreement to the contrary, in connection with any dissolution and winding up of the Partnership, (i) any Partner having a deficit in his capital account must restore the amount thereof to the Partnership and (ii) any Partner shall be entitled to demand that such Partner's distribution be made to him in kind to the extent possible out of the

property which he originally contributed to the Partnership, in each instance using the property's fair market value as of the time of distribution as the basis for making the distribution.

ARTICLE X

MISCELLANEOUS

10.1 Notices.

Any and all notices, elections, demands or other communications required or permitted to be made under this Agreement shall be in writing, signed by the Partner giving such notice, election, demand, etc., and shall be delivered personally, or sent by registered or certified mail, return receipt requested, to the other Partners, at their respective addresses set forth in Exhibit "A" or at such other address as a Partner theretofore may have furnished the other Partners. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice.

10.2 Successors and Assigns.

This Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Partners, their respective successors, heirs, legal representatives and permitted assigns, and each Partner agrees, on behalf of himself/itself, his/its successors, heirs, legal representatives and permitted assigns, to execute any instruments which may be necessary or appropriate to carry out and execute the purposes and intentions of this Agreement, and hereby authorizes and directs his successors, heirs, legal representatives and permitted assigns to execute any and all such instruments. Each and every successor-in-interest to any Partner, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. It is the intention of the Partners that, during the term of this Agreement, the rights of the Partners and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Partner or successor-in-interest to assign, transfer, sell or otherwise dispose of or deal with his interest in the Partnership shall be subject to the limitations and restrictions of this Agreement.

10.3 Amendment.

No change, modification or amendment of this Agreement shall be valid or binding upon the Partners unless such change or modification shall be in writing signed by all Partners.

10.4 Meetings.

A meeting of the Partners shall be held in Fulton County, Georgia (unless all Partners agree otherwise), not less than 15 days nor more than 30 days after notice thereof to all Partners from the General Partner or 25% in interest of the Limited Partner. Any such meeting may be conducted by telephone conference call if all Partners consent.

10.5 Other Instruments.

The Partners covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient from time to time to effectuate and carry out the letter and spirit of this Agreement.

10.6 No Waiver.

The failure of any Partner to insist upon strict performance of any covenant or obligation under this Agreement shall not be a waiver of such Partner's right to demand strict compliance therewith in the future.

10.7 Integration.

This Agreement constitutes the full and complete agreement of the Partners with respect to the subject matter hereof.

10.8 Captions, Etc.

Titles or captions of Articles and Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. References in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement unless otherwise stated.

10.9 Number and Gender.

Whenever required by the context, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute for all purposes one and the same agreement.

10.11 Severability.

In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision.

10.12 Applicable Law; Consent to Jurisdiction and Venue.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(b) In the event of any dispute arising under or in connection with this Agreement, each Partner consents to jurisdiction and venue in the U. S. District Court for the District of South Carolina and/or the Magistrate Court of York County, South Carolina, and hereby consents to service of

process, in addition to any other method permitted by applicable law, by mail in accordance with Section 10.1.

10.13 Time of the Essence.

Time is of the essence with respect to each and every covenant, agreement and obligation under this Agreement.

IN WITNESS WHEREOF, the Partners have caused this Agreement to be executed under seal as of the day and year first above written.

General Partner:

PEAKS OF ROCK HILL, GP, LLC,
a South Carolina limited liability company

By: RHG GP Management, Inc.,
a Georgia corporation
Its: Manager

By: _____
Sam Coats, Vice President

Limited Partner:

PEAKS OF ROCK HILL DEVELOPER, LLC,
a South Carolina limited liability company

By: Resource Housing Group, Inc.,
a Georgia nonprofit corporation
Its: Sole Member

By: _____
Sam Coats, Assistant Vice President

EXHIBIT "A"

NAME AND ADDRESS OF PARTNER	CLASS OF PARTNER	INITIAL CAPITAL CONTRIBUTION	INTEREST IN CAPITAL, PROFITS AND LOSSES
Peaks of Rock Hill GP, LLC 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339	General	$0.01	.01%
Peaks of Rock Hill Developer, LLC 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339	Limited	$99.99	99.99%
		$100.00	**100%**

OPERATING AGREEMENT
FOR
PEAKS OF ROCK HILL GP, LLC

A South Carolina Limited Liability Company

This Operating Agreement (this "***Operating Agreement***" or "***Agreement***") is made and entered into as of April 9, 2025, by **RHG GP Management, Inc.,** a Georgia corporation ("***Sponsor***"), as a "***Member***" and "***Manager***" of **PEAKS OF ROCK HILL GP, LLC**, a South Carolina limited liability company (the "***Company***").

ARTICLE 1
ORGANIZATION

1.1 Formation

The Company has been organized as a South Carolina limited liability company under and pursuant to the South Carolina Uniform Limited Liability Company Act 1996, as amended (the "***Act***"), by the filing of Articles of Organization (as amended, the "***Articles***") with the Secretary of State of the State of South Carolina on April 9, 2025.

1.2 Name

The name of the Company shall be PEAKS OF ROCK HILL GP, LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purpose

Except as provided for below, the purpose or purposes for which the limited liability company is formed are to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

1.4 Term

The Company shall continue in existence until the Company shall be dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent

The registered office of the Company shall be as designated in the initial Articles or any amendment thereof. The Company shall appoint a registered agent in accordance with the Act. The registered office and/or registered agent may be changed from time to time in accordance with the Act. If the registered agent shall ever resign, the Manager shall promptly appoint a successor.

The name and address of the initial registered agent in the State of South Carolina for the Company for service of process in South Carolina is: CT Corporation System, 2 Office Park Court, Suite 103, Columbia, South Carolina 29223.

1.6 **Company Office**

The Company shall maintain offices at 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339, or at such other place as may be determined by the Manager. The Manager shall notify each Member of any change in the location of the Company's office, which notice shall include the date of such change and the new address of the Company.

1.7 **Other Activities**

Any Member or Manager may engage in any other business or commercial activity he, she or it chooses, whether or not such activities are competitive with those of the Company. Neither the Company nor any other Member or Manager shall have any rights in such independent activities, or to the income or profits of such activities, by virtue of entering into this Operating Agreement.

1.8 **Intention for Company**

The Members and Manager have formed the Company as a limited liability company under and pursuant to the Act. The Members and Manager specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but rather a limited liability company under and pursuant to the Act, provided that the Company shall be classified as a partnership for income tax purposes. No Member or Manager shall be construed to be a partner in the Company or a partner of any other Member or person, and the Articles, this Operating Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

1.9 **Title to Company Property**

All property owned by the Company, personal and real, tangible and intangible, shall be owned by the Company as an entity and in the name of the Company (provided however, if the Manager deems ownership of any property other than in the Company's name to serve any interest of the Company and applicable law permits such property to be owned other than in the Company's name, the Manager may hold such property in its name or in the name of others, but in all such instances, such property shall be owned on behalf of the Company). Except as provided for above, no Member shall have any ownership interest in any Company property in its individual name or right, and each membership or other ownership interest in the Company shall be personal property for all purposes.

1.10 **Definitions**

Terms used herein which are not otherwise defined shall have the meaning, if given, in the Act. Any reference herein to the "***Operating Agreement***" or "***Agreement***" shall include any other operating agreement or other type of agreement, whether amendatory or supplemental hereto, adopted by the Members and/or as approved by the Manager.

ARTICLE 2
BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records

The Manager shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act, and such books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year Accounting

The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Manager from time to time.

2.3 Bank Accounts

All funds of the Company shall be deposited in the name of the Company in such bank, money market or brokerage account or accounts as may be designated by the Manager. Withdrawals from such bank accounts shall be made by the Manager, or by any person designated by the Manager.

2.4 Tax Information

The Manager shall provide, to each Member, information necessary for the preparation of its tax return as soon as practicable after each fiscal year end.

2.5 Tax Matters

Inasmuch as the Company is to be classified as a partnership for federal income tax purposes, Sponsor, or such other person as the Manager shall select, shall be the "Partnership Representative" as that term is defined under the Internal Revenue Code of 1986, as amended (the "***Code***"), to the extent required of the Company, and shall remain as such until a successor is designated by the Manager. The Partnership Representative shall keep the Members informed as to all material tax or tax-type audits or proceedings involving the Company. The expenses of all such audits and proceedings will be paid by the Company. The Partnership Representative (and any Membership Interest of the Partnership Representative and its affiliates) shall be free from all claims by the Company or the Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon it by reason of any act performed for or on behalf of the Company as Partnership Representative, except in cases where the Partnership Representative has been grossly negligent or engaged in willful misconduct.

2.6 Capital Accounts

The Company shall maintain a separate account ("***Capital Account***") for each Member. Each Member's Capital Account shall be increased by (i) such Member's capital contributions,

(ii) such Member's share of any Net Income and of any Gain, and (iii) items of income or gain of the Company allocated to such Member under Section 4.1(c) or 4.1(d). Each Member's Capital Account shall be decreased by (i) distributions made to such Member, (ii) such Member's share of any Net Loss and of any Loss, and (iii) items of expense or loss of the Company allocated to such Member under Section 4.1(c) or 4.1(d). A Member's Capital Account shall not be credited with any amount of a loan made by such Member to the Company and shall not be debited with any amount of such loan repaid by the Company to such Member. In accordance with Section 1.704-1(b)(2)(iv)(q) of the Regulations, each Member's Capital Account shall be adjusted in a manner that maintains equality between the aggregate of all of the Members' Capital Accounts and the amount of capital reflected on the Company's balance sheet as computed for book purposes.

ARTICLE 3
MEMBERS AND CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions

The Members' names, capital contributions and "Percentage Interests" are as set forth on attached Exhibit A.

3.2 Additional Capital Contributions

The Members are under no obligation to make additional capital contributions

3.3 Loans

Any Member or Manager may, with the written consent of the Manager, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member or Manager agree. If a Member or Manager makes any loans to the Company or advances money on its behalf, the amount of such loan or advance shall not be treated as a contribution to the capital of the Company but shall be a debt due from the Company, repayable prior to any distributions to the Members or at such other time as may be agreed to by the Members. Any such loan or advance shall be repayable out of the Company's cash and, unless the Manager decides otherwise, shall bear interest at a rate not less than the applicable federal rate as defined in Section 1274(d) of the Code. No Member or Manager shall be obligated pursuant to this Operating Agreement to make any loan or advance to the Company.

3.4 Membership Withdrawal

Except as provided in this Section 3.4, no Member shall be entitled to withdraw or demand a return of any capital contributed to the Company, or be entitled to any interest on any contributed capital. A Member shall be entitled to withdraw as a Member of the Company only upon the consent of the Manager and only if any such Member agrees to withdraw without a return of any capital contributed to the Company by such Member and without receipt of any other distribution upon such withdrawal.

ARTICLE 4
ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations of Net Income and Net Loss**

(a) After giving effect to the special allocations set forth in Sections 4.1(c) and (d) below, Net Income or Net Loss for each fiscal year of the Company shall be allocated between the Members pro rata, in accordance with their Percentage Interests; provided, however, that no Net Loss shall be allocated to any Member to the extent that such Net Loss would create or increase a deficit (negative balance) in such Member's Adjusted Capital Account, as defined in Section 4.1(f)(1) below.

(b) After giving effect to the special allocations set forth in Sections 4.1(c) and (d) below and allocations pursuant to Section 4.1(a) above, Gain or Loss for each fiscal year of the Company shall be allocated as follows:

(1) Gain shall be allocated in the following order and priority:

(A) First, to the Members who have a negative Capital Account balance to the extent of and in proportion to such negative Capital Account balances;

(B) Second, the balance, if any, to the Members, so that, to the extent possible, the Members' respective positive Capital Account balances are in the same ratio as their respective Capital Proceeds Percentages.

(2) Loss shall be allocated in the following order and priority:

(A) First, to the Members who have a positive Capital Account balance, to the extent of such positive Capital Account balances: provided, however, that if there is insufficient Loss to allocate the full amount pursuant to this Section 4.1(b)(2)(A) and more than one Member has a positive Capital Account balance, Loss shall be allocated among the Members to cause their respective positive Capital Account balances to be in the same ratio as their respective Capital Proceeds Percentages;

(B) Second, to the Members in accordance with their respective Percentage Interests.

(c) The following special allocations shall be made in the following order:

(1) Except as otherwise provided in Section 1.704-2(f) of the Regulations, if there is a net decrease in "partnership minimum gain" during any fiscal year, each Member shall be specially allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in "partnership minimum gain," determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant

thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 4.1(c)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(2) Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, if there is a net decrease in "partner nonrecourse debt minimum gain" attributable to a "partner nonrecourse debt" during any fiscal year, each Member who has a "share of partner nonrecourse debt minimum gain" attributable to such "partner nonrecourse debt," determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in "partner nonrecourse debt minimum gain" attributable to such "partner nonrecourse debt," determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 4.1(c)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(3) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any deficit in the Adjusted Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 4.1(c)(3) shall be made only if and to the extent that such Member would have such a deficit after all other allocations provided for in this Section 4.1 have been tentatively made as if this Section 4.1(c)(3) were not in the Agreement.

(4) Any "nonrecourse deductions" for any fiscal year shall be specially allocated between the Members pro rata, in accordance with their Percentage Interests.

(5) Any "partner nonrecourse deductions" for any fiscal year shall be specially allocated to the Member who bears the economic risk of loss with respect to the "partner nonrecourse debt" to which such "partner nonrecourse deductions" are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(d) The proviso of Section 4.1(a) and the provisions of Section 4.1(c) (collectively, the "***Regulatory Provisions***") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all allocations pursuant to the Regulatory Provisions shall be offset either with other allocations pursuant to the Regulatory Provisions or, if necessary, with curative allocations of other items of income, gain, loss or deduction pursuant to this Section 4.1(d). Therefore, notwithstanding any other provision of this Agreement, other than the Regulatory Provisions, allocations pursuant to the Regulatory Provisions shall be taken into account in allocating other items of income, gain, expense or loss

among the Members so that, to the extent possible, the net amount of such allocations of other items and the allocations pursuant to the Regulatory Provisions to each Member are equal to the net amount that would have been allocated to such Member if the Regulatory Provisions were not part of this Agreement. In applying this Section 4.1(d), there shall be taken into account future allocations under Sections 4.1(c)(1) and 4.1(c)(2) that, although not yet made, are likely to offset other allocations previously made under Sections 4.1(c)(4) and 4.1(c)(5), respectively.

(e) The "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of the Regulations shall be allocated between the Members pro rata, in accordance with their Percentage Interests

(f) For purposes of this Agreement:

(1) "***Adjusted Capital Account***" means, with respect to any Member, such Member's Capital Account (i) reduced by those anticipated adjustments, allocations and distributions described in Section 1.704-l(b)(2)(ii)(d)(4)-(6) of the Regulations, and (ii) increased by the amount of any deficit in such Member's Capital Account that such Member is deemed obligated to restore under any provision of the Regulations (including, without limitation, the amount of such Member's share of "partnership minimum gain" and share of "partner nonrecourse debt minimum gain").

(2) "***Capital Proceeds Percentage***" means (i) with respect to Sponsor, 100%.

(3) "***Cash Flow Percentage***" means (i) with respect to Sponsor, 100%.

(4) "***Gain***" or "***Loss***" each means any item of gain or loss which is attributable to any sale or other disposition of the Company's property.

(5) "***Net Income***" and "***Net Loss***" each means, for each fiscal year of the Company, the Company's taxable income or loss for such year (determined in accordance with Section 703(a) of the Code, including all items required to be stated separately), adjusted as follows: (i) there shall be added any tax-exempt income described in Section 705(a)(1)(B) of the Code; (ii) there shall be subtracted any non-deductible expenditures described in Section 705(a)(2)(B) of the Code; and (iii) notwithstanding any preceding provision of this Section 4.1(f)(5) to the contrary, Gain or Loss allocated pursuant to Section 4.1(b) above and any items of income, gain, expense or loss allocated pursuant to Section 4.1(c) or (d) above shall be disregarded and not taken into account in determining Net Income or Net Loss.

(6) ***"Project"*** means an apartment project known as ***PEAKS OF ROCK HILL*** being developed in ***ROCK HILL, SOUTH CAROLINA***.

(7) "***Project Owner***" means ***PEAKS OF ROCK HILL, LP***, a South Carolina limited partnership.

(8) "***Regulations***" means the regulations promulgated by the U.S. Department of Treasury under the Code.

All items set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in the Regulations.

4.2 **Distributions**

(a) In General. The Company may make distributions to the Members from time to time. Distributions may be made only after the Manager determines that the Company has sufficient cash on hand which exceeds its current and the anticipated needs to fulfill its business purposes (including needs for operating expenses, debt service, acquisitions, and reserves, if any). Except as provided in Section 4.2(b) below, all distributions shall be made to the Members, in accordance with their respective Cash Flow Percentages. Distributions shall be in cash or property or in both, as determined by the Manager. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of certain Members upon dissolution that are superior to the rights of the Members receiving the distribution.

(b) Net proceeds of any sale or other disposition of any property of the Company shall be distributed to the Members in accordance with their respective Capital Proceeds Percentages.

(c) The foregoing provisions of this Section 4.2 are subject to the provisions of Article 9 below.

ARTICLE 5
DISPOSITION OF MEMBERSHIP INTERESTS

5.1 **Permitted Assignments; Assignees and Substitute Members**

(a) A Member shall not be permitted to sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, give a proxy, power of attorney or any similar arrangement, or otherwise dispose of (each an "assignment") such Member's Membership Interest or any portion or aspect thereof without the written consent of the Manager and a majority of Members based on Percentage Interest. Any attempted assignment of a Member's Membership Interest, or any portion or aspect thereof, shall not be permitted without such written consent. If such consent is not received, such attempted assignment shall be considered null and void ab initio and the Company shall not be obligated to recognize any such attempted assignment. As a condition of the Company accepting any assignment described above, the assignor Member shall deliver to the Manager a written assignment executed by the assignor Member and his assignee as well as such other information or documentation as the Manager may request. Members shall have the right to assign their interest to affiliates of such Member if (i) the assigning Member is not in default of its obligations under this Agreement; (ii) such assigning Member remains jointly and severally liable with the assignee Member for the obligations of the assigning Member; and (iii) such assignment is not a default under any agreements to which the Company or the Project Owner is bound.

(b) The assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company, vote on any Company matter or to

become a Member. An assignee is only entitled to receive, to the extent assigned, the same share of profits and losses and distributions to which the assigning Member would otherwise be entitled. In the event a Member dies, dissolves, liquidates, terminates, becomes bankrupt or is adjudicated to be incompetent, his, her or its trustee, receiver, executor, administrator, committee, guardian or conservator shall be treated as an assignee under this Section 5.1. The estate of a deceased, dissolved, liquidated, terminated, bankrupt or incompetent Member shall not be relieved of any of such Member's unperformed obligations to the Company (but shall no longer be a Member). The death, dissolution, liquidation, termination, bankruptcy or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. The assignment by any such trustee, receiver, executor, administrator, committee, guardian or conservator of any Membership Interest shall be subject to all of the restrictions hereunder to which such assignment would have been subject if such assignment had been made by such deceased, dissolved, liquidated, terminated, bankrupt or incompetent Member.

(c) An assignee of a Member's Membership Interest shall be admitted as a substitute Member and shall be entitled to all of the rights and powers of the assignor, only so long as (i) the Manager consents in writing to the admission of such assignee as a substitute Member, which consent shall be binding and conclusive without the consent or approval of any Member and may be withheld for any reason, (ii) the assignee assumes and agrees to pay all costs incurred by the Company in connection with his assignment and substitution and, at the Manager's option, furnishes the Company with an opinion of counsel that such assignment and substitution complies with applicable federal and state securities laws and this Agreement and will not adversely affect the Company or the Members for federal income tax purposes, (iii) the assignee accepts, adopts, approves and agrees, in writing, to be bound by all of the terms and provisions of this Agreement to the same extent as his assignor, the terms of any loan documents (other than any personal obligation to repay any Company debt) and with such other conditions as the Manager may reasonably require and (iv) the assignment does not violate any agreement or contract to which the Company is a party or by which it is bound. If admitted, the assignee, as a substitute Member, shall have, to the extent assigned, all of the rights and powers, and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assignor shall not thereby be relieved of any of its unperformed obligations to the Company (but shall no longer be a Member).

(d) Notwithstanding anything herein to the contrary, any assignment that would terminate the Company as a partnership for federal income tax purposes under Section 708 of the Code or that would violate any federal or state securities laws shall also be considered null and void ab initio and the Company shall not be obligated to recognize any such attempted assignment.

(e) Upon admission of a substitute Member, Exhibit A hereto shall be amended by the Manager to reflect the name, capital contribution and Percentage Interest of such substitute Member, and upon an assignment, Exhibit A hereto shall be amended by the Manager to reflect changes in the Percentage Interests of the Members as a result thereof.

5.2 **No Obligation To Purchase**

Subject to this Article 5, nothing herein shall prevent any Member, Manager or the Company from purchasing all or part of the Membership Interest of any other Member; however,

neither the Members, the Manager nor the Company shall have any obligation under any circumstances whatsoever to make any such purchase.

ARTICLE 6
MATTERS RELATING TO MEMBERS

6.1 Voting

Except as otherwise provided for herein, with respect to all matters in which Members have the right to vote hereunder, Members shall be entitled to vote in proportion to their respective Percentage Interests in the Company, as indicated on Exhibit A hereto.

6.2 Required Vote

Unless a greater vote is required by the Act, the Articles, or this Operating Agreement, a simple majority (greater than 50%) vote of the Percentage Interests of all Members (a "***Majority in Interest***") shall be required on any Company matter.

6.3 Power of Attorney

(a) Each Member hereby makes, constitutes and appoints the Manager, with full power of substitution, as his true and lawful attorney-in-fact, in his name, place and stead, and on his behalf, to make, execute, acknowledge, certify, deliver, file and/or record (i) any and all instruments or documents that may be required to be made, executed, acknowledged, certified, delivered, filed and/or recorded by the Company (or by the Members, or any of them, with respect to the Company) under the laws of any state or by any governmental agency or which the Manager deems it advisable to make, execute, acknowledge, certify, deliver, file and/or record to implement or continue the existence of the Company or the termination of the Company after a dissolution of the Company or the cancellation of the Articles as authorized pursuant to the terms hereof, and (ii) any instruments or documents that may be required to effect (A) the admission of any person entitled to be admitted to the Company as a member pursuant to the provisions of this Operating Agreement, including any substitute Member or (B) the amendment of this Operating Agreement as authorized by this Operating Agreement. The foregoing power of attorney (and all other powers of attorney granted hereunder or pursuant hereto) is a special power of attorney coupled with an interest, is irrevocable, and will survive the assignment by a Member of his Membership Interest and the occurrence of any disability as to a Member.

(b) This power of attorney is in addition to all other powers of attorney granted by the Members under the terms of this Operating Agreement or otherwise.

(c) Notwithstanding anything in this Agreement to the contrary, in no event shall the Manager have the authority to take any of the following actions on behalf of the Company without the consent of all Members, which consent shall not be unreasonably withheld, conditioned or delayed:

(1) Disposition or encumbering of the Company's interest in its development contract with the Project Owner.

(2) Admission of additional members.

(3) Borrowing of money in excess of the limits provided above.

(4) Filing bankruptcy.

(5) Engagement in other business apart from the business of holding for investment purposes a general partner interest in the Project Owner and fulfilling its obligations as general partner of the Project Owner.

(6) Acting as a guarantor or indemnitor or the debts of any person other than the Project Owner;

(7) Engaging any party to perform services or to sell assets to the Company for consideration, if there is an identity of interest with the Manager.

(8) The amendment of the Articles, except as set forth in paragraph (a) above.

6.4 **Offset**

Whenever the Company is to pay any sum to a Member, any amounts the Member owes the Company may be deducted from such sum before payment.

6.5 **No Right to Valuation of Interest**

Under no circumstances will any Member have the right to have the value of such Member's Membership Interest ascertained and to receive an amount equal to the value of such Membership Interest.

6.6 **Equitable Remedies**

The rights and remedies of the Manager and Members hereunder will not be mutually exclusive, i.e., the exercise of a right or remedy under any given provision hereof will not preclude or impair exercise of any other right or remedy hereunder. The Manager and each of the Members confirm that damages at law may not always be an adequate remedy for a breach or threatened breach of this Operating Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, their respective rights and obligations hereunder will be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, nor will it, limit or affect any rights at law or by statute or otherwise of any party aggrieved as against another party for a breach or threatened breach of any provision hereof.

6.7 **Consent**

Except in the case of a special meeting pursuant to Section 7.7, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members, having not less than the minimum number of votes that would have been necessary

to authorize or take such action at a meeting at which all Members entitled to vote on the action were present and voted. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action. The minimum number of votes for any action authorizing or in furtherance of any of the matters described in Section 6.3(c) hereof is the affirmative vote of 100% of the Members.

ARTICLE 7
MANAGEMENT

7.1 Powers

Except as may otherwise be provided in the Act or in this Agreement, including but not limited to Section 6.3(c) hereof, the decisions concerning the business and affairs of the Company shall be made solely by any Manager and any Manager has the power, on behalf of the Company, without the necessity of obtaining the consent of any Member, to do all things necessary or convenient to carry out the business and affairs of the Company, including but not limited to, the power to: (i) purchase, lease or otherwise acquire, operate, maintain and improve any real or personal property; (ii) sell, convey, mortgage, refinance, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber (or modify, recast, increase or extend any mortgage, land contract or any other encumbrance of) any or all real or personal property of the Company, and enter into tax-free like-kind exchanges under Section 1031 of the Internal Revenue Code; (iii) open one or more depository accounts and make deposits into and issue checks and make withdrawals against such accounts; (iv) borrow money, incur liabilities, and other obligations; (v) enter into and carry out any and all activities and all agreements and execute any and all contracts, documents and instruments related to any Company business, activity or purpose, including the execution and delivery of necessary loan and related instruments and documents required by any lender in connection with the acquisition, financing or refinancing of Company real property and the execution of all instruments and documents required to effectuate an amendment of the Articles or this Agreement approved in accordance with Section 10.6 hereof; (vi) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (vii) obtain insurance covering the business and affairs of the Company and its property and on the lives and wellbeing of the Manager, any Member, employees and agents; (viii) commence, defend, pay or collect, compromise, settle, arbitrate, resort to any legal action or in any other way adjust claims of or against the Company and otherwise commence, prosecute or defend any proceeding in the Company's name; (ix) participate with others in partnerships, joint ventures and other associations and strategic alliances; and (x) maintain and operate Company personal property or real property, including retaining a management company to manage the Company's real and personal property. Consistent with this provision, no Member shall take part in any manner in the day to day conduct or control of Company business.

7.2 Manager

Any Manager, from time to time, may delegate any or all of their powers and duties under this Agreement to one or more parties.

7.3 **Number, Tenure and Qualifications**

The Company shall be managed by one manager, namely Sponsor (referred to herein as the "Manager"). The Sponsor shall serve as a manager of the Company until its bankruptcy, insolvency, dissolution, legal incapacity, resignation or removal for cause in accordance with this Agreement.

7.4 **Authority of Others**

Unless authorized to do so by this Agreement or by a Manager, no Member, agent, or employee of the Company shall have any power or authority in any way to bind the Company, to pledge its credit or to render it liable pecuniarily for any purpose. However, a Member may act for the Company by a duly authorized power-of-attorney from the Manager.

7.5 **Standard of Care**

A Manager shall discharge its duties as Manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner it reasonably believes appropriate. A Manager shall not have any liability to the Company, or any Member as a result of engaging in any other business or venture. The Manager may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants.

7.6 **Resignation**

A Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice or herein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.7 **Removal**

At a special meeting called expressly for that purpose, a Manager may be removed, and a new Manager may be appointed, by the affirmative vote of all of the Members holding at least a Majority in Interest.

7.8 **Vacancies**

Any vacancy occurring for any reason in the office of the Manager of the Company may be filled by the affirmative vote of all of the Members holding at least a Majority in Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term, if a term has been established, of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected or until his or her earlier death, resignation, bankruptcy, dissolution or removal. In the event of the death, resignation, removal, bankruptcy or incompetency of any Manager, the Company shall continue, and shall not dissolve.

7.9 **Compensation of Manager**

Except as otherwise provided for herein or for the reimbursement of any expenditures made on behalf of the Company or made by an affiliate on behalf of the Company pursuant to Section 7.9, no Manager shall be entitled to receive any salary or other compensation for the services rendered in his, her or its capacity as Manager on behalf of the Company.

7.10 **Self-Dealing**

Except to the extent elsewhere authorized in this Agreement, no Member or Manager or any affiliate of a Member or Manager may deal with the Company, directly or indirectly, as vendor, purchaser, employee, attorney, agent or otherwise.

7.11 **Expenditures by Manager**

The Company shall reimburse the Manager for any costs that may be properly expended by the Manager on behalf of the Company, including expenses incurred prior to the formation of the Company and travel, phone, postage, copy and fax charges related to their management of Company property and assets. The Company shall not reimburse any Member for costs incurred by it or any of its affiliates in connection with negotiating this Agreement or the Purchase Agreement. The Company shall pay compensation for accounting, administrative, legal, technical and management services rendered to the Company. All of the aforesaid expenditures shall be made on behalf of the Company and the Manager shall be entitled to reimbursement by the Company for any expenditures incurred by the Manager on behalf of the Company which is made other than out of funds of the Company.

ARTICLE 8
EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 **Exculpation of Liability**

Unless otherwise provided by the Act or this Agreement or expressly assumed, a person or entity who is a Manager or Member, or both, shall not be liable for the acts, debts or liabilities of the Company, including those under a judgment, decree or order of a court or other tribunal.

8.2 **Indemnification.**

(a) To the fullest extent permitted by law and notwithstanding anything herein to the contrary, the Company shall unconditionally and irrevocably defend and hold harmless each Manager and Member, as well as each of its partners, officers, directors, shareholders, members, managers, employees, agents and affiliates, if any (each an "***Indemnitee***"), from and against any and all loss, expense, claims, damage, liability, judgment or injury suffered or sustained by such Indemnitee by reason of any of the Indemnitee's acts, omissions or alleged acts or omissions (including, but not limited to, any alleged violation of Section 7.5 hereof) arising out of activities on or reasonably believed by such Indemnitee to be on behalf of the Company or in connection with or reasonably believed by such Indemnitee to be in connection with the business of the Company, including, but not limited to, any judgment, award, settlement, penalty, fine, reasonable attorney's fees and other costs or expenses incurred in connection with the defense and/or

investigation of any actual or threatened action, proceeding or claim, provided that the Indemnitee reasonably believed that his, her or its actions were either in the interest of the Company or not materially opposed to the interests of the Company, except such indemnification shall not be required to the extent there has been a final judicial determination (i.e., the Indemnitee has no right of appeal) that: (i) any such act or omission upon which such action, proceeding or claim was based involved the receipt of a financial benefit to which such Indemnitee was not entitled; or (ii) any such act or omission involved liability under the Act for which the Company is not permitted by the Act to indemnify such Indemnitee. Any such indemnification shall only be from the assets of the Company and may include advances of amounts contemplated by this Section in the Manager's sole discretion.

(b) The termination of any action, suit or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that an Indemnitee acted in violation of the Act (or create any other presumption).

(c) The right of any Indemnitee to the indemnification and advancement of expenses provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnitee may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnitee's successors, assigns and legal representatives. Each Indemnitee hereunder shall have the right to choose its own counsel, and in the event that there is more than one Indemnitee, each Indemnitee shall have the right to have separate counsel of its choice. The Manager may, at its sole discretion, advance periodically upon request by the Indemnitee the costs and expenses of such counsel and related costs and expenses with respect to any matter which may give rise to indemnification hereunder of the Indemnitee, including but not limited to any costs or expenses of an appeal of a judgment. In the event that after final judicial determination (i.e., the Indemnitee has no right of appeal) an Indemnitee is not entitled to reimbursement under this Section, then such Indemnitee shall reimburse the Company for any such advanced costs and expenses.

(d) Any and all indemnity obligations with respect to any Indemnitee shall survive any modification or amendment (any such modification or amendment having prospective application only and only to the extent of losses, expenses, claims, damages, liability, judgment or injury not known at the effective date of any such modification or amendment) of this Operating Agreement or the termination of the Company.

(e) No Manager shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member or any other Manager for any action taken or any failure to act on behalf of the Company within the scope of the authority conferred on a Manager by this Operating Agreement (including, but not limited to, any alleged violation of Section 7.5 hereof) or by law, and such Manager shall be indemnified with respect to same as provided in this Section except where there has been a final judicial determination (i.e. the Indemnitee has no right of appeal) that: (i) the Manager did not act in good faith or (ii) the Manager did not reasonably believe that the Manager's conduct was not in opposition to the interests of the Company generally or (iii) the Manager knew that the Manager's conduct was unlawful and it was for personal financial benefit or (iv) such action was in violation of a provision of the Act for which the Company is not permitted to indemnify the Manager under the Act.

(f) The Company may purchase and maintain insurance on behalf of any of its agents, consultants, employees, Manager and Members against any liability or expense asserted against or incurred by such person whether or not the Company could indemnify any such person against liability with respect to a matter in accordance with the provisions of this Section. The cost of any such insurance shall be paid by the Company.

ARTICLE 9
DISSOLUTION AND WINDING UP

9.1 Dissolution

The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the entry of a decree of judicial dissolution or the Articles or (b) upon a vote of a Majority in Interest and the consent of a Manager.

9.2 Winding Up

Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed as follows:

(a) to the payments of debts and liabilities of the Company, including debts or liabilities to Members, and to the payment of the expenses of liquidation;

(b) to the establishment of any reserves which a Manager, in its sole discretion, deem necessary for any contingent or unforeseen liabilities or obligations of the Company; and,

(c) to each Member in proportion to its positive Capital Account balance, after taking into account all other Capital Account adjustments provided for in this Operating Agreement.

9.3 Cancellation of Articles

After the affairs of the Company have been wound up in accordance with the terms hereof, the property and assets of the Company have been liquidated, and the proceeds thereof have been applied and distributed (and/or, if applicable, there has been a distribution of property and assets), and the Company has been terminated, the Manager will execute and file a Certificate of Dissolution to effect the cancellation, of record, of the Articles with the Secretary of State of the State of South Carolina.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms

Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or company may in the context require.

10.2 **Article Headings**

The Article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Operating Agreement.

10.3 **Counterparts**

The Articles and this Operating Agreement may be executed in several counterparts, including by facsimile, each of which will be deemed an original but all of which will constitute one and the same instrument.

10.4 **Entire Agreement**

The Articles and this Operating Agreement constitute the entire agreement among the parties hereto and contain all of the agreements among said parties with respect to the subject matter hereof. This Operating Agreement and the Articles supersede any and all other agreements, either oral or written, between or among said parties with respect to the subject matter hereof.

10.5 **Severability**

The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 **Amendment**

The Manager shall not have authority to amend this Operating Agreement in any respect. This Operating Agreement may be amended only by a writing executed by all Members. Notwithstanding the foregoing:

(a) this Operating Agreement may be amended by the Manager acting alone and without the consent of any Member to the extent necessary to permit the allocations and distributions provided for in this Operating Agreement to be continued to the extent legally permissible or to otherwise amend such provisions as a result of changes to existing or future federal income tax laws and regulations;

(b) no amendment to this Operating Agreement shall effect any change in this Section unless all the Members and Manager consent thereto in writing;

(c) Exhibit A hereto may be modified from time to time by the Manager to reflect any change in the Members or in the Percentage Interest of any Member which has been effected by assignment or other appropriate action hereunder; and

(d) this Operating Agreement may be amended by the Manager acting alone to correct any errors or omissions.

10.7 **Notices**

Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the party's last known address and will be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission. Any Member may change its address by giving 15 days advance written notice stating its new address to the Manager. Commencing with the giving of such notice, such newly designated address shall be such Member's address for purposes of all notices or other communications required or permitted to be given pursuant to this Agreement.

10.8 **Binding Effect**

Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement will be binding upon and shall inure to the benefit of the parties and their respective distributees, heirs, successors and assigns. This Agreement is not made for the benefit of any other person (other than a subsequent Manager appointed or elected pursuant to Article 7 hereof), and no person who is not a party or does not hereafter become a party to this Agreement may claim benefits hereunder (other than a subsequent Manager appointed or elected pursuant to Article 7 hereof).

10.9 **Governing Law**

This Operating Agreement is being executed and delivered in the State of South Carolina and shall be governed by, construed and enforced in accordance with the internal laws (but without regard to the conflict of laws or choice of laws provisions) of the State of South Carolina.

10.10 **Waiver**

The failure of any party at any time to require performance by any other party of any provision of this Operating Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Operating Agreement and shall in no way affect the full right to require such performance from the other party at any time thereafter.

10.11 **Further Assistance**

Each party shall, at the request of a Manager, furnish, execute and deliver such other documents as a Manager may reasonably request and shall take such other actions as the Manager shall reasonably request, provided that the furnishing of such documents and taking of such action shall be necessary and convenient to consummate, confirm or carry out the actions or transactions contemplated herein.

10.12 **Conflict With Statute**

In the event any article or section of this Operating Agreement shall conflict with the Act, the Act shall control.

10.13 **Waiver of Partition**

Notwithstanding any provisions of this Agreement to the contrary, each Member agrees that Company property is not suitable for partition. To the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such person or entity might have to cause the Company or any of its property or assets to be partitioned, to cause the appointment of a receiver for all or any portion of the property or assets of the Company, to compel any sale of all or any portion of the property or assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. A Member shall not have any interest in any specific property or assets of the Company, and a Member shall not have the status of a creditor with respect to any distributions hereunder. The Membership Interests of the Members in the Company are personal property.

10.14 **Redemption of Membership Interests**

The Company may (but in no way shall be obligated to) redeem the Membership Interest of a Member upon such terms as may be agreed upon between such Member and a Manager, and approved in writing by all Members.

10.15 **Special Basis Adjustment**

In the event of an assignment of all or any part of the interest of any Member, if applicable, the Manager may elect pursuant to Section 754 of the Internal Revenue Code (or corresponding provisions of any succeeding law) to adjust the basis of the Company property under Section 743. Notwithstanding anything contained in this Agreement to the contrary, any adjustments made pursuant to said Section 743(b) shall affect only the assignee of the assigning Member. Neither such adjustments, nor any item of income or deduction allocated to such assignee on account of such adjustments, shall affect such assignee's Capital Account. The assignee shall have the sole responsibility for the record keeping in connection with the adjustment under Section 743(b) except as otherwise required by the Regulations. The assignee shall supply the Company with all information necessary to enable the Company to fulfill its record keeping and reporting requirements under the Regulations.

10.16 **Waiver of Jury Trial**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH MEMBER WAIVES AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT OR OTHERWISE.

(Signatures Begin on the Following Page)

PEAKS OF ROCK HILL GP, LLC

OPERATING AGREEMENT

MEMBER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Member has executed this Operating Agreement of PEAKS OF ROCK HILL GP, LLC effective as of April 9, 2025. The Manager (as identified in such Operating Agreement) is authorized to affix this Member Signature Page to such Operating Agreement.

RHG GP MANAGEMENT, INC.,
a Georgia corporation

By: _____
Name: Sam Coats
Its: Vice President

PEAKS OF ROCK HILL GP, LLC

OPERATING AGREEMENT

MANAGER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Manager has executed this Operating Agreement of PEAKS OF ROCK HILL GP, LLC effective as of April 9, 2025. The Manager (as identified in such Operating Agreement) is authorized to affix this Manager Signature Page to such Operating Agreement.

RHG GP Management, Inc.,
a Georgia corporation

By: _____
Name: Sam Coats
Its: Vice President

EXHIBIT A TO

OPERATING AGREEMENT FOR

PEAKS OF ROCK HILL GP, LLC

CAPITAL CONTRIBUTIONS

Members	**Percentage Interest**	**Capital Contribution**
RHG GP Management, Inc.	100.0%	$100

OPERATING AGREEMENT
FOR
PEAKS OF ROCK HILL DEVELOPER, LLC

A South Carolina Limited Liability Company

This Operating Agreement (this "***Operating Agreement***" or "***Agreement***") is made and entered into as of April 9, 2025, by **Resource Housing Group, Inc.,** a Georgia nonprofit corporation ("***Sponsor***"), as a "***Member***" of **Peaks of Rock Hill Developer, LLC**, a South Carolina limited liability company (the "***Company***"), and the Manager (as defined herein).

ARTICLE 1
ORGANIZATION

1.1 Formation

The Company has been organized as a South Carolina limited liability company under and pursuant to the South Carolina Uniform Limited Liability Company Act of 1996, as amended (the "***Act***"), by the filing of Articles of Organization (as amended, the "***Articles***") with the Secretary of State of the State of South Carolina on April 9, 2025.

1.2 Name

The name of the Company shall be PEAKS OF ROCK HILL DEVELOPER, LLC. The Company may also conduct its business under one or more assumed names.

1.3 Purpose

Except as provided for below, the purpose or purposes for which the limited liability company is formed are to engage in any activity within the purposes for which a limited liability company may be formed under the Act.

1.4 Term

The Company shall continue in existence until the Company shall be dissolved and its affairs wound up in accordance with the Act or this Operating Agreement.

1.5 Registered Office and Resident Agent

The registered office of the Company shall be as designated in the initial Articles or any amendment thereof. The Company shall appoint a registered agent in accordance with the Act. The registered office and/or registered agent may be changed from time to time in accordance with the Act. If the registered agent shall ever resign, the Manager shall promptly appoint a successor.

The name and address of the initial registered agent in the State of South Carolina for the Company for service of process in South Carolina is: CT Corporation System, 2 Office Park Court, Suite 103, Columbia, South Carolina 29223.

1.6 **Company Office**

The Company shall maintain offices at 3350 Riverwood Parkway, Riverwood 100 Building, Suite 800, Atlanta, Georgia 30339, or at such other place as may be determined by the Manager. The Manager shall notify each Member of any change in the location of the Company's office, which notice shall include the date of such change and the new address of the Company.

1.7 **Other Activities**

Any Member or Manager may engage in any other business or commercial activity he, she or it chooses, whether or not such activities are competitive with those of the Company. Neither the Company nor any other Member or Manager shall have any rights in such independent activities, or to the income or profits of such activities, by virtue of entering into this Operating Agreement.

1.8 **Intention for Company**

The Members and Manager have formed the Company as a limited liability company under and pursuant to the Act. The Members and Manager specifically intend and agree that the Company not be a partnership (including a limited partnership) or any other venture, but rather a limited liability company under and pursuant to the Act, provided that the Company shall be classified as a partnership for income tax purposes. No Member or Manager shall be construed to be a partner in the Company or a partner of any other Member or person, and the Articles, this Operating Agreement and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

1.9 **Title to Company Property**

All property owned by the Company, personal and real, tangible and intangible, shall be owned by the Company as an entity and in the name of the Company (provided however, if the Manager deems ownership of any property other than in the Company's name to serve any interest of the Company and applicable law permits such property to be owned other than in the Company's name, the Manager may hold such property in its name or in the name of others, but in all such instances, such property shall be owned on behalf of the Company). Except as provided for above, no Member shall have any ownership interest in any Company property in its individual name or right, and each membership or other ownership interest in the Company shall be personal property for all purposes.

1.10 **Definitions**

Terms used herein which are not otherwise defined shall have the meaning, if given, in the Act. Any reference herein to the "***Operating Agreement***" or "***Agreement***" shall include any other operating agreement or other type of agreement, whether amendatory or supplemental hereto, adopted by the Members and/or as approved by the Manager.

ARTICLE 2
BOOKS, RECORDS AND ACCOUNTING

2.1 Books and Records

The Manager shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act, and such books and records shall be kept at the Company's Registered Office.

2.2 Fiscal Year Accounting

The Company's fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Manager from time to time.

2.3 Bank Accounts

All funds of the Company shall be deposited in the name of the Company in such bank, money market or brokerage account or accounts as may be designated by the Manager. Withdrawals from such bank accounts shall be made by the Manager, or by any person designated by the Manager.

2.4 Tax Information

The Manager shall provide, to each Member, information necessary for the preparation of its tax return as soon as practicable after each fiscal year end.

2.5 Tax Matters

Inasmuch as the Company is to be classified as a partnership for federal income tax purposes, Sponsor, or such other person as the Manager shall select, shall be the "Partnership Representative" as that term is defined under the Internal Revenue Code of 1986, as amended (the "***Code***"), to the extent required of the Company, and shall remain as such until a successor is designated by the Manager. The Partnership Representative shall keep the Members informed as to all material tax or tax-type audits or proceedings involving the Company. The expenses of all such audits and proceedings will be paid by the Company. The Partnership Representative (and any Membership Interest of the Partnership Representative and its affiliates) shall be free from all claims by the Company or the Members by reason of any act performed for or on behalf of the Company as the Partnership Representative. The Company shall indemnify and hold harmless the Partnership Representative from any claim, demand or liability, and from any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, which may be made or imposed upon it by reason of any act performed for or on behalf of the Company as Partnership Representative, except in cases where the Partnership Representative has been grossly negligent or engaged in willful misconduct.

2.6 Capital Accounts

The Company shall maintain a separate account ("***Capital Account***") for each Member. Each Member's Capital Account shall be increased by (i) such Member's capital contributions,

(ii) such Member's share of any Net Income and of any Gain, and (iii) items of income or gain of the Company allocated to such Member under Section 4.1(c) or 4.1(d). Each Member's Capital Account shall be decreased by (i) distributions made to such Member, (ii) such Member's share of any Net Loss and of any Loss, and (iii) items of expense or loss of the Company allocated to such Member under Section 4.1(c) or 4.1(d). A Member's Capital Account shall not be credited with any amount of a loan made by such Member to the Company and shall not be debited with any amount of such loan repaid by the Company to such Member. In accordance with Section 1.704-1(b)(2)(iv)(q) of the Regulations, each Member's Capital Account shall be adjusted in a manner that maintains equality between the aggregate of all of the Members' Capital Accounts and the amount of capital reflected on the Company's balance sheet as computed for book purposes.

ARTICLE 3
MEMBERS AND CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions

The Members' names, capital contributions and "Percentage Interests" are as set forth on attached Exhibit A.

3.2 Additional Capital Contributions

The Members are under no obligation to make additional capital contributions

3.3 Loans

Any Member or Manager may, with the written consent of the Manager, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member or Manager agree. If a Member or Manager makes any loans to the Company or advances money on its behalf, the amount of such loan or advance shall not be treated as a contribution to the capital of the Company but shall be a debt due from the Company, repayable prior to any distributions to the Members or at such other time as may be agreed to by the Members. Any such loan or advance shall be repayable out of the Company's cash and, unless the Manager decides otherwise, shall bear interest at a rate not less than the applicable federal rate as defined in Section 1274(d) of the Code. No Member or Manager shall be obligated pursuant to this Operating Agreement to make any loan or advance to the Company.

3.4 Membership Withdrawal

Except as provided in this Section 3.4, no Member shall be entitled to withdraw or demand a return of any capital contributed to the Company, or be entitled to any interest on any contributed capital. A Member shall be entitled to withdraw as a Member of the Company only upon the consent of the Manager and only if any such Member agrees to withdraw without a return of any capital contributed to the Company by such Member and without receipt of any other distribution upon such withdrawal.

ARTICLE 4
ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations of Net Income and Net Loss**

(a) After giving effect to the special allocations set forth in Sections 4.1(c) and (d) below, Net Income or Net Loss for each fiscal year of the Company shall be allocated between the Members pro rata, in accordance with their Percentage Interests; provided, however, that no Net Loss shall be allocated to any Member to the extent that such Net Loss would create or increase a deficit (negative balance) in such Member's Adjusted Capital Account, as defined in Section 4.1(f)(1) below.

(b) After giving effect to the special allocations set forth in Sections 4.1(c) and (d) below and allocations pursuant to Section 4.1(a) above, Gain or Loss for each fiscal year of the Company shall be allocated as follows:

(1) Gain shall be allocated in the following order and priority:

(A) First, to the Members who have a negative Capital Account balance to the extent of and in proportion to such negative Capital Account balances;

(B) Second, the balance, if any, to the Members, so that, to the extent possible, the Members' respective positive Capital Account balances are in the same ratio as their respective Capital Proceeds Percentages.

(2) Loss shall be allocated in the following order and priority:

(A) First, to the Members who have a positive Capital Account balance, to the extent of such positive Capital Account balances: provided, however, that if there is insufficient Loss to allocate the full amount pursuant to this Section 4.1(b)(2)(A) and more than one Member has a positive Capital Account balance, Loss shall be allocated among the Members to cause their respective positive Capital Account balances to be in the same ratio as their respective Capital Proceeds Percentages;

(B) Second, to the Members in accordance with their respective Percentage Interests.

(c) The following special allocations shall be made in the following order:

(1) Except as otherwise provided in Section 1.704-2(f) of the Regulations, if there is a net decrease in "partnership minimum gain" during any fiscal year, each Member shall be specially allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in "partnership minimum gain," determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant

thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 4.1(c)(1) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(2) Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, if there is a net decrease in "partner nonrecourse debt minimum gain" attributable to a "partner nonrecourse debt" during any fiscal year, each Member who has a "share of partner nonrecourse debt minimum gain" attributable to such "partner nonrecourse debt," determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in "partner nonrecourse debt minimum gain" attributable to such "partner nonrecourse debt," determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 4.1(c)(2) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(3) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any deficit in the Adjusted Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 4.1(c)(3) shall be made only if and to the extent that such Member would have such a deficit after all other allocations provided for in this Section 4.1 have been tentatively made as if this Section 4.1(c)(3) were not in the Agreement.

(4) Any "nonrecourse deductions" for any fiscal year shall be specially allocated between the Members pro rata, in accordance with their Percentage Interests.

(5) Any "partner nonrecourse deductions" for any fiscal year shall be specially allocated to the Member who bears the economic risk of loss with respect to the "partner nonrecourse debt" to which such "partner nonrecourse deductions" are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(d) The proviso of Section 4.1(a) and the provisions of Section 4.1(c) (collectively, the "***Regulatory Provisions***") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all allocations pursuant to the Regulatory Provisions shall be offset either with other allocations pursuant to the Regulatory Provisions or, if necessary, with curative allocations of other items of income, gain, loss or deduction pursuant to this Section 4.1(d). Therefore, notwithstanding any other provision of this Agreement, other than the Regulatory Provisions, allocations pursuant to the Regulatory Provisions shall be taken into account in allocating other items of income, gain, expense or loss

among the Members so that, to the extent possible, the net amount of such allocations of other items and the allocations pursuant to the Regulatory Provisions to each Member are equal to the net amount that would have been allocated to such Member if the Regulatory Provisions were not part of this Agreement. In applying this Section 4.1(d), there shall be taken into account future allocations under Sections 4.1(c)(1) and 4.1(c)(2) that, although not yet made, are likely to offset other allocations previously made under Sections 4.1(c)(4) and 4.1(c)(5), respectively.

(e) The "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of the Regulations shall be allocated between the Members pro rata, in accordance with their Percentage Interests

(f) For purposes of this Agreement:

(1) "***Adjusted Capital Account***" means, with respect to any Member, such Member's Capital Account (i) reduced by those anticipated adjustments, allocations and distributions described in Section 1.704-l(b)(2)(ii)(d)(4)-(6) of the Regulations, and (ii) increased by the amount of any deficit in such Member's Capital Account that such Member is deemed obligated to restore under any provision of the Regulations (including, without limitation, the amount of such Member's share of "partnership minimum gain" and share of "partner nonrecourse debt minimum gain").

(2) "***Capital Proceeds Percentage***" means (i) with respect to Sponsor, 100%.

(3) "***Cash Flow Percentage***" means (i) with respect to Sponsor, 100%.

(4) "***Gain***" or "***Loss***" each means any item of gain or loss which is attributable to any sale or other disposition of the Company's property.

(5) "***Net Income***" and "***Net Loss***" each means, for each fiscal year of the Company, the Company's taxable income or loss for such year (determined in accordance with Section 703(a) of the Code, including all items required to be stated separately), adjusted as follows: (i) there shall be added any tax-exempt income described in Section 705(a)(1)(B) of the Code; (ii) there shall be subtracted any non-deductible expenditures described in Section 705(a)(2)(B) of the Code; and (iii) notwithstanding any preceding provision of this Section 4.1(f)(5) to the contrary, Gain or Loss allocated pursuant to Section 4.1(b) above and any items of income, gain, expense or loss allocated pursuant to Section 4.1(c) or (d) above shall be disregarded and not taken into account in determining Net Income or Net Loss.

(6) ***"Project"*** means an apartment project known as ***Peaks of Rock Hill*** being developed in ***Rock Hill, South Carolina***.

(7) "***Project Owner***" means ***Peaks of Rock Hill, LP***, a South Carolina limited partnership.

(8) "***Regulations***" means the regulations promulgated by the U.S. Department of Treasury under the Code.

All items set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in the Regulations.

4.2 **Distributions**

(a) In General. The Company may make distributions to the Members from time to time. Distributions may be made only after the Manager determines that the Company has sufficient cash on hand which exceeds its current and the anticipated needs to fulfill its business purposes (including needs for operating expenses, debt service, acquisitions, and reserves, if any). Except as provided in Section 4.2(b) below, all distributions shall be made to the Members, in accordance with their respective Cash Flow Percentages. Distributions shall be in cash or property or in both, as determined by the Manager. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of certain Members upon dissolution that are superior to the rights of the Members receiving the distribution.

(b) Net proceeds of any sale or other disposition of any property of the Company shall be distributed to the Members in accordance with their respective Capital Proceeds Percentages.

(c) The foregoing provisions of this Section 4.2 are subject to the provisions of Article 9 below.

ARTICLE 5
DISPOSITION OF MEMBERSHIP INTERESTS

5.1 **Permitted Assignments; Assignees and Substitute Members**

(a) A Member shall not be permitted to sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, give a proxy, power of attorney or any similar arrangement, or otherwise dispose of (each an "assignment") such Member's Membership Interest or any portion or aspect thereof without the written consent of the Manager and a majority of Members based on Percentage Interest. Any attempted assignment of a Member's Membership Interest, or any portion or aspect thereof, shall not be permitted without such written consent. If such consent is not received, such attempted assignment shall be considered null and void ab initio and the Company shall not be obligated to recognize any such attempted assignment. As a condition of the Company accepting any assignment described above, the assignor Member shall deliver to the Manager a written assignment executed by the assignor Member and his assignee as well as such other information or documentation as the Manager may request. Members shall have the right to assign their interest to affiliates of such Member if (i) the assigning Member is not in default of its obligations under this Agreement; (ii) such assigning Member remains jointly and severally liable with the assignee Member for the obligations of the assigning Member; and (iii) such assignment is not a default under any agreements to which the Company or the Project Owner is bound.

(b) The assignment of a Membership Interest does not entitle the assignee to participate in the management and affairs of the Company, vote on any Company matter or to

become a Member. An assignee is only entitled to receive, to the extent assigned, the same share of profits and losses and distributions to which the assigning Member would otherwise be entitled. In the event a Member dies, dissolves, liquidates, terminates, becomes bankrupt or is adjudicated to be incompetent, his, her or its trustee, receiver, executor, administrator, committee, guardian or conservator shall be treated as an assignee under this Section 5.1. The estate of a deceased, dissolved, liquidated, terminated, bankrupt or incompetent Member shall not be relieved of any of such Member's unperformed obligations to the Company (but shall no longer be a Member). The death, dissolution, liquidation, termination, bankruptcy or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. The assignment by any such trustee, receiver, executor, administrator, committee, guardian or conservator of any Membership Interest shall be subject to all of the restrictions hereunder to which such assignment would have been subject if such assignment had been made by such deceased, dissolved, liquidated, terminated, bankrupt or incompetent Member.

(c) An assignee of a Member's Membership Interest shall be admitted as a substitute Member and shall be entitled to all of the rights and powers of the assignor, only so long as (i) the Manager consents in writing to the admission of such assignee as a substitute Member, which consent shall be binding and conclusive without the consent or approval of any Member and may be withheld for any reason, (ii) the assignee assumes and agrees to pay all costs incurred by the Company in connection with his assignment and substitution and, at the Manager's option, furnishes the Company with an opinion of counsel that such assignment and substitution complies with applicable federal and state securities laws and this Agreement and will not adversely affect the Company or the Members for federal income tax purposes, (iii) the assignee accepts, adopts, approves and agrees, in writing, to be bound by all of the terms and provisions of this Agreement to the same extent as his assignor, the terms of any loan documents (other than any personal obligation to repay any Company debt) and with such other conditions as the Manager may reasonably require and (iv) the assignment does not violate any agreement or contract to which the Company is a party or by which it is bound. If admitted, the assignee, as a substitute Member, shall have, to the extent assigned, all of the rights and powers, and shall be subject to all of the restrictions and liabilities, of the assigning Member. The assignor shall not thereby be relieved of any of its unperformed obligations to the Company (but shall no longer be a Member).

(d) Notwithstanding anything herein to the contrary, any assignment that would terminate the Company as a partnership for federal income tax purposes under Section 708 of the Code or that would violate any federal or state securities laws shall also be considered null and void ab initio and the Company shall not be obligated to recognize any such attempted assignment.

(e) Upon admission of a substitute Member, Exhibit A hereto shall be amended by the Manager to reflect the name, capital contribution and Percentage Interest of such substitute Member, and upon an assignment, Exhibit A hereto shall be amended by the Manager to reflect changes in the Percentage Interests of the Members as a result thereof.

5.2 **No Obligation To Purchase**

Subject to this Article 5, nothing herein shall prevent any Member, Manager or the Company from purchasing all or part of the Membership Interest of any other Member; however,

neither the Members, the Manager nor the Company shall have any obligation under any circumstances whatsoever to make any such purchase.

ARTICLE 6
MATTERS RELATING TO MEMBERS

6.1 Voting

Except as otherwise provided for herein, with respect to all matters in which Members have the right to vote hereunder, Members shall be entitled to vote in proportion to their respective Percentage Interests in the Company, as indicated on Exhibit A hereto.

6.2 Required Vote

Unless a greater vote is required by the Act, the Articles, or this Operating Agreement, a simple majority (greater than 50%) vote of the Percentage Interests of all Members (a "***Majority in Interest***") shall be required on any Company matter.

6.3 Power of Attorney

(a) Each Member hereby makes, constitutes and appoints the Manager, with full power of substitution, as his true and lawful attorney-in-fact, in his name, place and stead, and on his behalf, to make, execute, acknowledge, certify, deliver, file and/or record (i) any and all instruments or documents that may be required to be made, executed, acknowledged, certified, delivered, filed and/or recorded by the Company (or by the Members, or any of them, with respect to the Company) under the laws of any state or by any governmental agency or which the Manager deems it advisable to make, execute, acknowledge, certify, deliver, file and/or record to implement or continue the existence of the Company or the termination of the Company after a dissolution of the Company or the cancellation of the Articles as authorized pursuant to the terms hereof, and (ii) any instruments or documents that may be required to effect (A) the admission of any person entitled to be admitted to the Company as a member pursuant to the provisions of this Operating Agreement, including any substitute Member or (B) the amendment of this Operating Agreement as authorized by this Operating Agreement. The foregoing power of attorney (and all other powers of attorney granted hereunder or pursuant hereto) is a special power of attorney coupled with an interest, is irrevocable, and will survive the assignment by a Member of his Membership Interest and the occurrence of any disability as to a Member.

(b) This power of attorney is in addition to all other powers of attorney granted by the Members under the terms of this Operating Agreement or otherwise.

(c) Notwithstanding anything in this Agreement to the contrary, in no event shall the Manager have the authority to take any of the following actions on behalf of the Company without the consent of all Members, which consent shall not be unreasonably withheld, conditioned or delayed:

(1) Disposition or encumbering of the Company's interest in its development contract with the Project Owner.

(2) Admission of additional members.

(3) Borrowing of money in excess of the limits provided above.

(4) Filing bankruptcy.

(5) Engagement in other business apart from the business of developing the Project for the Project Owner.

(6) Acting as a guarantor or indemnitor or the debts of any person other than the Project Owner;

(7) Engaging any party to perform services or to sell assets to the Company for consideration, if there is an identity of interest with the Manager.

(8) The amendment of the Articles, except as set forth in paragraph (a) above.

6.4 **Offset**

Whenever the Company is to pay any sum to a Member, any amounts the Member owes the Company may be deducted from such sum before payment.

6.5 **No Right to Valuation of Interest**

Under no circumstances will any Member have the right to have the value of such Member's Membership Interest ascertained and to receive an amount equal to the value of such Membership Interest.

6.6 **Equitable Remedies**

The rights and remedies of the Manager and Members hereunder will not be mutually exclusive, i.e., the exercise of a right or remedy under any given provision hereof will not preclude or impair exercise of any other right or remedy hereunder. The Manager and each of the Members confirm that damages at law may not always be an adequate remedy for a breach or threatened breach of this Operating Agreement and agree that, in the event of a breach or threatened breach of any provision hereof, their respective rights and obligations hereunder will be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, nor will it, limit or affect any rights at law or by statute or otherwise of any party aggrieved as against another party for a breach or threatened breach of any provision hereof.

6.7 **Consent**

Except in the case of a special meeting pursuant to Section 7.7, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members, having not less than the minimum number of votes that would have been necessary to authorize or take such action at a meeting at which all Members entitled to vote on the action

were present and voted. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action. The minimum number of votes for any action authorizing or in furtherance of any of the matters described in Section 6.3(c) hereof is the affirmative vote of 100% of the Members.

ARTICLE 7
MANAGEMENT

7.1 Powers

Except as may otherwise be provided in the Act or in this Agreement, including but not limited to Section 6.3(c) hereof, the decisions concerning the business and affairs of the Company shall be made solely by any Manager and any Manager has the power, on behalf of the Company, without the necessity of obtaining the consent of any Member, to do all things necessary or convenient to carry out the business and affairs of the Company, including but not limited to, the power to: (i) purchase, lease or otherwise acquire, operate, maintain and improve any real or personal property; (ii) sell, convey, mortgage, refinance, grant a security interest in, pledge, lease, exchange or otherwise dispose or encumber (or modify, recast, increase or extend any mortgage, land contract or any other encumbrance of) any or all real or personal property of the Company, and enter into tax-free like-kind exchanges under Section 1031 of the Internal Revenue Code; (iii) open one or more depository accounts and make deposits into and issue checks and make withdrawals against such accounts; (iv) borrow money, incur liabilities, and other obligations; (v) enter into and carry out any and all activities and all agreements and execute any and all contracts, documents and instruments related to any Company business, activity or purpose, including the execution and delivery of necessary loan and related instruments and documents required by any lender in connection with the acquisition, financing or refinancing of Company real property and the execution of all instruments and documents required to effectuate an amendment of the Articles or this Agreement approved in accordance with Section 10.6 hereof; (vi) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (vii) obtain insurance covering the business and affairs of the Company and its property and on the lives and wellbeing of the Manager, any Member, employees and agents; (viii) commence, defend, pay or collect, compromise, settle, arbitrate, resort to any legal action or in any other way adjust claims of or against the Company and otherwise commence, prosecute or defend any proceeding in the Company's name; (ix) participate with others in partnerships, joint ventures and other associations and strategic alliances; and (x) maintain and operate Company personal property or real property, including retaining a management company to manage the Company's real and personal property. Consistent with this provision, no Member shall take part in any manner in the day to day conduct or control of Company business.

7.2 Manager

Any Manager, from time to time, may delegate any or all of their powers and duties under this Agreement to one or more parties.

7.3 **Number, Tenure and Qualifications**

The Company shall be managed by one manager, namely Sponsor (referred to herein as the "***Manager***"). The Sponsor shall serve as a manager of the Company until its bankruptcy, insolvency, dissolution, legal incapacity, resignation or removal for cause in accordance with this Agreement.

7.4 **Authority of Others**

Unless authorized to do so by this Agreement or by a Manager, no Member, agent, or employee of the Company shall have any power or authority in any way to bind the Company, to pledge its credit or to render it liable pecuniarily for any purpose. However, a Member may act for the Company by a duly authorized power-of-attorney from the Manager.

7.5 **Standard of Care**

A Manager shall discharge its duties as Manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner it reasonably believes appropriate. A Manager shall not have any liability to the Company, or any Member as a result of engaging in any other business or venture. The Manager may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants.

7.6 **Resignation**

A Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice or herein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.7 **Removal**

At a special meeting called expressly for that purpose, a Manager may be removed, and a new Manager may be appointed, by the affirmative vote of all of the Members holding at least a Majority in Interest.

7.8 **Vacancies**

Any vacancy occurring for any reason in the office of the Manager of the Company may be filled by the affirmative vote of all of the Members holding at least a Majority in Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term, if a term has been established, of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected or until his or her earlier death, resignation, bankruptcy, dissolution or removal. In the event of the death, resignation, removal, bankruptcy or incompetency of any Manager, the Company shall continue, and shall not dissolve.

7.9 **Compensation of Manager**

Except as otherwise provided for herein or for the reimbursement of any expenditures made on behalf of the Company or made by an affiliate on behalf of the Company pursuant to Section 7.9, no Manager shall be entitled to receive any salary or other compensation for the services rendered in his, her or its capacity as Manager on behalf of the Company.

7.10 **Self-Dealing**

Except to the extent elsewhere authorized in this Agreement, no Member or Manager or any affiliate of a Member or Manager may deal with the Company, directly or indirectly, as vendor, purchaser, employee, attorney, agent or otherwise.

7.11 **Expenditures by Manager**

The Company shall reimburse the Manager for any costs that may be properly expended by the Manager on behalf of the Company, including expenses incurred prior to the formation of the Company and travel, phone, postage, copy and fax charges related to their management of Company property and assets. The Company shall not reimburse any Member for costs incurred by it or any of its affiliates in connection with negotiating this Agreement or the Purchase Agreement. The Company shall pay compensation for accounting, administrative, legal, technical and management services rendered to the Company. All of the aforesaid expenditures shall be made on behalf of the Company and the Manager shall be entitled to reimbursement by the Company for any expenditures incurred by the Manager on behalf of the Company which is made other than out of funds of the Company.

ARTICLE 8
EXCULPATION OF LIABILITY; INDEMNIFICATION

8.1 **Exculpation of Liability**

Unless otherwise provided by the Act or this Agreement or expressly assumed, a person or entity who is a Manager or Member, or both, shall not be liable for the acts, debts or liabilities of the Company, including those under a judgment, decree or order of a court or other tribunal.

8.2 **Indemnification.**

(a) To the fullest extent permitted by law and notwithstanding anything herein to the contrary, the Company shall unconditionally and irrevocably defend and hold harmless each Manager and Member, as well as each of its partners, officers, directors, shareholders, members, managers, employees, agents and affiliates, if any (each an "***Indemnitee***"), from and against any and all loss, expense, claims, damage, liability, judgment or injury suffered or sustained by such Indemnitee by reason of any of the Indemnitee's acts, omissions or alleged acts or omissions (including, but not limited to, any alleged violation of Section 7.5 hereof) arising out of activities on or reasonably believed by such Indemnitee to be on behalf of the Company or in connection with or reasonably believed by such Indemnitee to be in connection with the business of the Company, including, but not limited to, any judgment, award, settlement, penalty, fine, reasonable attorney's fees and other costs or expenses incurred in connection with the defense and/or

investigation of any actual or threatened action, proceeding or claim, provided that the Indemnitee reasonably believed that his, her or its actions were either in the interest of the Company or not materially opposed to the interests of the Company, except such indemnification shall not be required to the extent there has been a final judicial determination (i.e., the Indemnitee has no right of appeal) that: (i) any such act or omission upon which such action, proceeding or claim was based involved the receipt of a financial benefit to which such Indemnitee was not entitled; or (ii) any such act or omission involved liability under the Act for which the Company is not permitted by the Act to indemnify such Indemnitee. Any such indemnification shall only be from the assets of the Company and may include advances of amounts contemplated by this Section in the Manager's sole discretion.

(b) The termination of any action, suit or proceedings by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that an Indemnitee acted in violation of the Act (or create any other presumption).

(c) The right of any Indemnitee to the indemnification and advancement of expenses provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnitee may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnitee's successors, assigns and legal representatives. Each Indemnitee hereunder shall have the right to choose its own counsel, and in the event that there is more than one Indemnitee, each Indemnitee shall have the right to have separate counsel of its choice. The Manager may, at its sole discretion, advance periodically upon request by the Indemnitee the costs and expenses of such counsel and related costs and expenses with respect to any matter which may give rise to indemnification hereunder of the Indemnitee, including but not limited to any costs or expenses of an appeal of a judgment. In the event that after final judicial determination (i.e., the Indemnitee has no right of appeal) an Indemnitee is not entitled to reimbursement under this Section, then such Indemnitee shall reimburse the Company for any such advanced costs and expenses.

(d) Any and all indemnity obligations with respect to any Indemnitee shall survive any modification or amendment (any such modification or amendment having prospective application only and only to the extent of losses, expenses, claims, damages, liability, judgment or injury not known at the effective date of any such modification or amendment) of this Operating Agreement or the termination of the Company.

(e) No Manager shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member or any other Manager for any action taken or any failure to act on behalf of the Company within the scope of the authority conferred on a Manager by this Operating Agreement (including, but not limited to, any alleged violation of Section 7.5 hereof) or by law, and such Manager shall be indemnified with respect to same as provided in this Section except where there has been a final judicial determination (i.e. the Indemnitee has no right of appeal) that: (i) the Manager did not act in good faith or (ii) the Manager did not reasonably believe that the Manager's conduct was not in opposition to the interests of the Company generally or (iii) the Manager knew that the Manager's conduct was unlawful and it was for personal financial benefit or (iv) such action was in violation of a provision of the Act for which the Company is not permitted to indemnify the Manager under the Act.

(f) The Company may purchase and maintain insurance on behalf of any of its agents, consultants, employees, Manager and Members against any liability or expense asserted against or incurred by such person whether or not the Company could indemnify any such person against liability with respect to a matter in accordance with the provisions of this Section. The cost of any such insurance shall be paid by the Company.

ARTICLE 9
DISSOLUTION AND WINDING UP

9.1 Dissolution

The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time specified in the entry of a decree of judicial dissolution or the Articles or (b) upon a vote of a Majority in Interest and the consent of a Manager.

9.2 Winding Up

Upon dissolution, the Company shall cease carrying on its business and affairs and shall commence the winding up of the Company's business and affairs and complete the winding up as soon as practicable. Upon the winding up of the Company, the assets of the Company shall be distributed as follows:

(a) to the payments of debts and liabilities of the Company, including debts or liabilities to Members, and to the payment of the expenses of liquidation;

(b) to the establishment of any reserves which a Manager, in its sole discretion, deem necessary for any contingent or unforeseen liabilities or obligations of the Company; and,

(c) to each Member in proportion to its positive Capital Account balance, after taking into account all other Capital Account adjustments provided for in this Operating Agreement.

9.3 Cancellation of Articles

After the affairs of the Company have been wound up in accordance with the terms hereof, the property and assets of the Company have been liquidated, and the proceeds thereof have been applied and distributed (and/or, if applicable, there has been a distribution of property and assets), and the Company has been terminated, the Manager will execute and file a Certificate of Dissolution to effect the cancellation, of record, of the Articles with the Secretary of State of the State of South Carolina.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Terms

Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or company may in the context require.

10.2 **Article Headings**

The Article headings contained in this Operating Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Operating Agreement.

10.3 **Counterparts**

The Articles and this Operating Agreement may be executed in several counterparts, including by facsimile, each of which will be deemed an original but all of which will constitute one and the same instrument.

10.4 **Entire Agreement**

The Articles and this Operating Agreement constitute the entire agreement among the parties hereto and contain all of the agreements among said parties with respect to the subject matter hereof. This Operating Agreement and the Articles supersede any and all other agreements, either oral or written, between or among said parties with respect to the subject matter hereof.

10.5 **Severability**

The invalidity or unenforceability of any particular provision of this Operating Agreement shall not affect the other provisions hereof, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 **Amendment**

The Manager shall not have authority to amend this Operating Agreement in any respect. This Operating Agreement may be amended only by a writing executed by all Members. Notwithstanding the foregoing:

(a) this Operating Agreement may be amended by the Manager acting alone and without the consent of any Member to the extent necessary to permit the allocations and distributions provided for in this Operating Agreement to be continued to the extent legally permissible or to otherwise amend such provisions as a result of changes to existing or future federal income tax laws and regulations;

(b) no amendment to this Operating Agreement shall effect any change in this Section unless all the Members and Manager consent thereto in writing;

(c) Exhibit A hereto may be modified from time to time by the Manager to reflect any change in the Members or in the Percentage Interest of any Member which has been effected by assignment or other appropriate action hereunder; and

(d) this Operating Agreement may be amended by the Manager acting alone to correct any errors or omissions.

10.7 **Notices**

Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the party's last known address and will be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission. Any Member may change its address by giving 15 days advance written notice stating its new address to the Manager. Commencing with the giving of such notice, such newly designated address shall be such Member's address for purposes of all notices or other communications required or permitted to be given pursuant to this Agreement.

10.8 **Binding Effect**

Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement will be binding upon and shall inure to the benefit of the parties and their respective distributees, heirs, successors and assigns. This Agreement is not made for the benefit of any other person (other than a subsequent Manager appointed or elected pursuant to Article 7 hereof), and no person who is not a party or does not hereafter become a party to this Agreement may claim benefits hereunder (other than a subsequent Manager appointed or elected pursuant to Article 7 hereof).

10.9 **Governing Law**

This Operating Agreement is being executed and delivered in the State of South Carolina and shall be governed by, construed and enforced in accordance with the internal laws (but without regard to the conflict of laws or choice of laws provisions) of the State of South Carolina.

10.10 **Waiver**

The failure of any party at any time to require performance by any other party of any provision of this Operating Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Operating Agreement and shall in no way affect the full right to require such performance from the other party at any time thereafter.

10.11 **Further Assistance**

Each party shall, at the request of a Manager, furnish, execute and deliver such other documents as a Manager may reasonably request and shall take such other actions as the Manager shall reasonably request, provided that the furnishing of such documents and taking of such action shall be necessary and convenient to consummate, confirm or carry out the actions or transactions contemplated herein.

10.12 **Conflict With Statute**

In the event any article or section of this Operating Agreement shall conflict with the Act, the Act shall control.

10.13 **Waiver of Partition**

Notwithstanding any provisions of this Agreement to the contrary, each Member agrees that Company property is not suitable for partition. To the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such person or entity might have to cause the Company or any of its property or assets to be partitioned, to cause the appointment of a receiver for all or any portion of the property or assets of the Company, to compel any sale of all or any portion of the property or assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. A Member shall not have any interest in any specific property or assets of the Company, and a Member shall not have the status of a creditor with respect to any distributions hereunder. The Membership Interests of the Members in the Company are personal property.

10.14 **Redemption of Membership Interests**

The Company may (but in no way shall be obligated to) redeem the Membership Interest of a Member upon such terms as may be agreed upon between such Member and a Manager, and approved in writing by all Members.

10.15 **Special Basis Adjustment**

In the event of an assignment of all or any part of the interest of any Member, if applicable, the Manager may elect pursuant to Section 754 of the Internal Revenue Code (or corresponding provisions of any succeeding law) to adjust the basis of the Company property under Section 743. Notwithstanding anything contained in this Agreement to the contrary, any adjustments made pursuant to said Section 743(b) shall affect only the assignee of the assigning Member. Neither such adjustments, nor any item of income or deduction allocated to such assignee on account of such adjustments, shall affect such assignee's Capital Account. The assignee shall have the sole responsibility for the record keeping in connection with the adjustment under Section 743(b) except as otherwise required by the Regulations. The assignee shall supply the Company with all information necessary to enable the Company to fulfill its record keeping and reporting requirements under the Regulations.

10.16 **Waiver of Jury Trial**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH MEMBER WAIVES AND COVENANTS THAT SUCH MEMBER WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY MEMBER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT OR OTHERWISE.

(Signatures Begin on the Following Page)

PEAKS OF ROCK HILL DEVELOPER, LLC

OPERATING AGREEMENT

MEMBER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Member has executed this Operating Agreement of PEAKS OF ROCK HILL DEVELOPER, LLC effective as of April 9, 2025. The Manager (as identified in such Operating Agreement) is authorized to affix this Member Signature Page to such Operating Agreement.

RESOURCE HOUSING GROUP, INC.,
a Georgia nonprofit corporation

By: _____
Name: Sam Coats
Its: Assistant Vice President

PEAKS OF ROCK HILL DEVELOPER, LLC

OPERATING AGREEMENT

MANAGER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Manager has executed this Operating Agreement of PEAKS OF ROCK HILL DEVELOPER, LLC effective as of April 9, 2025. The Manager (as identified in such Operating Agreement) is authorized to affix this Manager Signature Page to such Operating Agreement.

RESOURCE HOUSING GROUP, INC.,
a Georgia nonprofit corporation

By: _____
Name: Sam Coats
Its: Assistant Vice President

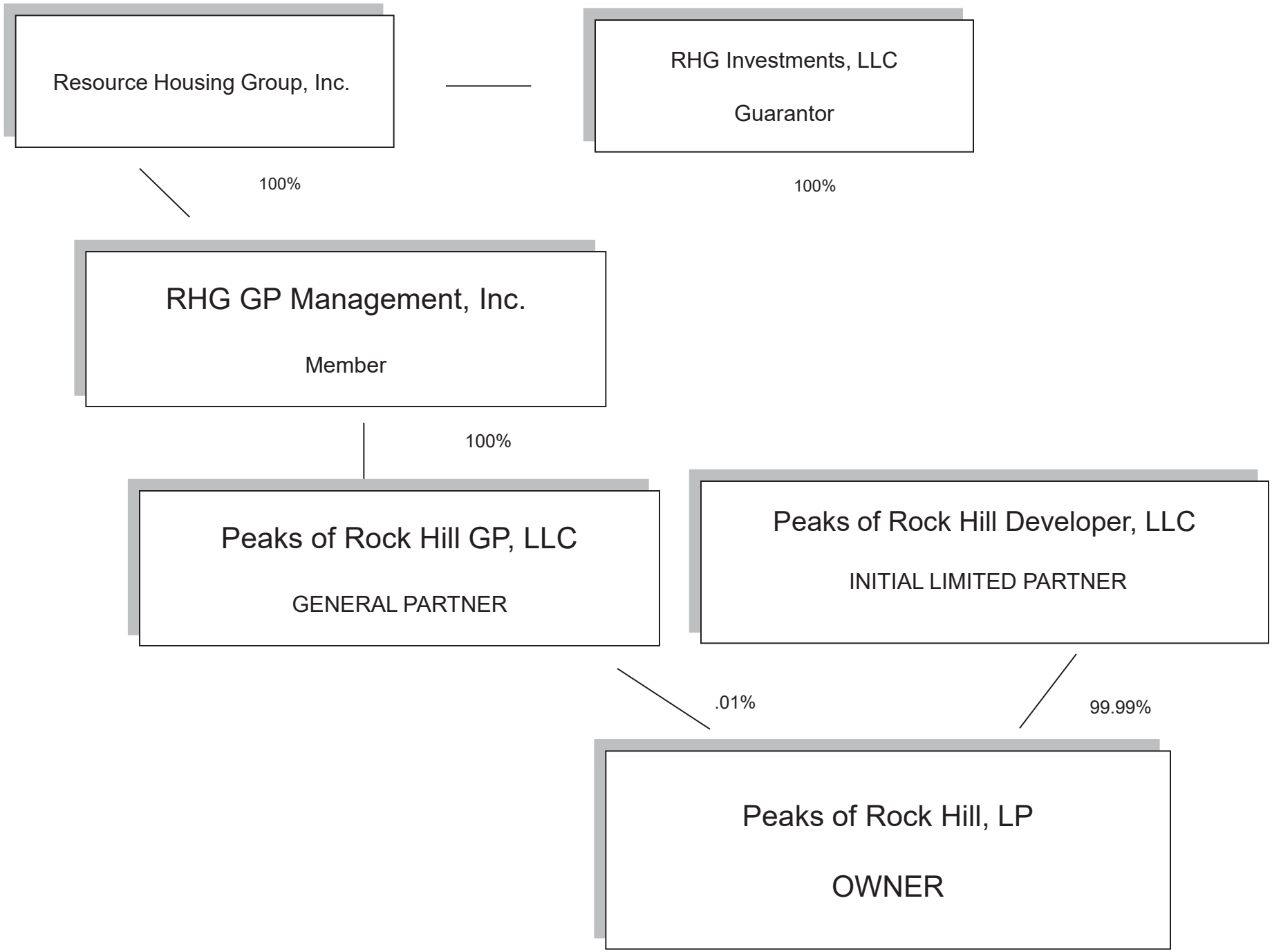
EXHIBIT A TO

OPERATING AGREEMENT FOR

PEAKS OF ROCK HILL DEVELOPER, LLC

CAPITAL CONTRIBUTIONS

Members	**Percentage Interest**	**Capital Contribution**
Resource Housing Group, Inc.	100.0%	$100


Resource Housing Group, Inc.
RHG Investments, LLC
Guarantor
100%
100%
RHG GP Management, Inc.
Member
100%
Peaks of Rock Hill GP, LLC
GENERAL PARTNER
Peaks of Rock Hill Developer, LLC
INITIAL LIMITED PARTNER
.01%
99.99%
Peaks of Rock Hill, LP
OWNER