

**PARTNERSHIP AGREEMENT
OF
RIDGECREST COMMONS HOUSING, LLLP**

This Partnership Agreement of Ridgecrest Commons Housing, LLLP, an Alabama limited liability limited partnership, is made effective as of as of the Effective Date by and among the Partners of the Partnership. Capitalized terms and phrases have the meanings assigned in Article 1.

ARTICLE 1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings ascribed to them in this Article.

“Act” means the Alabama Uniform Limited Partnership Act of 2010, title 10A, chapter 9A, *Code of Alabama* (1975), and any successor statute.

“Agreement” means this Partnership Agreement, as from time to time amended, restated, supplemented, or replaced.

“Certificate” means that certain Certificate of Limited Partnership for LLLP of the Partnership filed or to be filed of record with the Alabama Secretary of State pursuant to the Act, as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as amended and as hereafter amended, and all regulations and rulings promulgated thereunder.

“Effective Date” means the latter of May 1, 2026 or the date on which the Certificate of Formation for the Partnership is filed of record with the Alabama Secretary of State.

“General Partner” or “General Partners” means, collectively, Ridgecrest Commons GP, LLC, an Alabama limited liability company, and any other General Partner appointed or admitted in accordance with the terms of this Agreement.

“Interest” means a Partner’s entire interest in the Partnership and all the rights granted pursuant to this Agreement and the Act.

“Limited Partner” or “Limited Partners” means Aletheia House, Inc. and/or any other person admitted to the Partnership from time to time as a limited partner in accordance with the terms of this Agreement.

“Partner” or “Partners” means both General Partners and Limited Partners either singularly or collectively, as appropriate.

“Partnership” means Ridgecrest Commons Housing, LLLP, an Alabama limited liability limited partnership.

“Percentage Interest” means the percentage set forth in Schedule A as to each Partner.

“Project” means Ridgecrest Commons Apartments, a multifamily affordable housing development to be located in Conway, SC.

ARTICLE 2. FORMATION AND BUSINESS OF THE PARTNERSHIP

Section 2.1 Formation of the Partnership

The Partnership was or will be formed as an Alabama limited liability limited partnership in accordance with the Act by filing the Certificate with the Alabama Secretary of State. The Partners hereby agree to continue the Partnership as a limited liability limited partnership pursuant to the provisions of the Act and on the terms and conditions set forth in this Agreement.

Section 2.2 Name and Principal Office

The name of the Partnership is Ridgecrest Commons Housing, LLLP. The principal place of business of the Partnership within the State of Alabama shall be 809 22nd Avenue, Tuscaloosa, AL 35401. The General Partner may, upon notice to the Partners, change the location of the principal office.

Section 2.3 Registered Office and Agent for Service of Process

The initial registered office and the initial registered agent are as stated in the Certificate. The registered office and registered agent may be changed by the General Partner from time to time by filing the address of the new registered office and/or the name of the new registered agent in the appropriate locations in accordance with the Act.

Section 2.4 Term of the Partnership

The term for the Partnership commenced upon the filing of the Certificate of record and shall continue perpetually, unless sooner terminated either by law or pursuant to the provisions of this Agreement.

Section 2.5 Business of the Partnership

The business of the Partnership is to develop, construct, own, and operate the Project and to hold, develop, and operate the Project as income-producing property in a manner that will be in compliance with the provisions of Section 42 of the Code, and to engage in any other commercial enterprise related to the ownership, construction, or operation of the Project not prohibited to limited liability limited partnerships under applicable limited liability limited partnership laws. In connection therewith, the Partnership shall, subject to the provisions of this Agreement, have the authority to carry out any and all activities, including, but not limited to, (a) to acquire, own, develop, lease, hold, and sell the Project; (b) to acquire any property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto necessary for the operation of the Partnership’s business; (c) to enter into, perform, and carry out contracts, agreements, commitments, financing, or borrowing arrangements of any kind necessary to accomplish the purpose of the Partnership, including, without limitation, construction contracts,

management contracts, lease contracts, as well as contracts relating to the refinancing, sale, or other disposition of the Project and other Partnership assets; (d) to furnish incidental services, personalty, and goods to tenants, occupants, purchasers, or others, where such services, personalty, and goods are related to the Project, directly or indirectly; and (e) to make any expenditures and to take any and all action and engage in any and all activities which are incidental or reasonably related to any purposes of the Partnership, as described herein.

Section 2.6 Address, Interest and Capital Contributions of Partners

The name, address, Interest, and initial capital contribution by each Partner in the Partnership are set forth in Exhibit A attached to and incorporated in this Agreement by reference. The Partners have not agreed to make any additional contributions.

ARTICLE 3. LIMITED PARTNER

Section 3.1 Limited Liability of the Limited Partners

The Limited Partners shall not be personally liable for the expenses, liabilities, or obligations of the Partnership beyond the amount of their capital contributions.

Section 3.2 Non-Assessability of Interest

The Interest of the Limited Partners in the Partnership is nonassessable.

Section 3.3 Rights of Limited Partner

The Limited Partner shall be entitled (a) to all of the rights generally granted to limited partners by the Act; (b) to all rights and powers of the Limited Partner as set forth in this Agreement; (c) to vote as to any matter which the General Partner may put to a vote of the Partners; (d) to cause the Partnership to obtain audited annual financial statements; and (e) to have access to and the right to inspect and copy any of the Partnership books and to inspect the Partnership properties as provided in the Act.

Section 3.4 No Control of Management

The Limited Partner, as such, will take no part in or interfere in any manner with the conduct or control of the Partnership business and will have no right or authority to act for or bind the Partnership except as provided in this Agreement.

Section 3.5 Limited Partner Prohibited to Act for Partnership

The Limited Partner may not take any action on behalf of the Partnership under any circumstance.

Section 3.6 Limited Partner Capital Contributions

The Limited Partner does not have the right to withdraw or reduce its contribution to the capital of the Partnership except as provided by law or in this Agreement.

Section 3.7 No Right to Partition

The Limited Partner does not have the right to require the partition of Partnership property.

Section 3.8 Bankruptcy, Insolvency, Dissolution, Death, or Cessation of Existence

Upon the bankruptcy, receivership, insolvency, dissolution, death, or other cessation of existence of a Limited Partner, its authorized representative shall have the right to constitute a successor as an assignee of its Interest. However, no such successor shall become a substituted Limited Partner or the holder of an Interest except with the written consent of the General Partner, which may be unreasonably withheld.

Section 3.9 Outside Activities of Limited Partners

The Limited Partners may engage or possess interests in any other business venture of any nature or description, independently or with others, including, without limitation, the direct or indirect ownership, financing, leasing, operation, management, syndication, insuring, brokerage, and development of other real estate projects, developments, or undertakings. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent business ventures or to income or profits derived therefrom.

Section 3.10 Miscellaneous Obligations

Upon request of the General Partner, each Limited Partner shall provide the Partnership with its current name, address, social security number, and taxpayer identification number, which the General Partner is authorized to provide to the Internal Revenue Service.

ARTICLE 4. GENERAL PARTNER

Section 4.1 Management

The business and affairs of the Partnership shall be managed by the General Partner. The General Partner shall direct, manage, and control the business of the Partnership to the best of its ability. The General Partner shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Partnership, to make all decisions regarding those matters and to perform any and all other acts or activities reasonably necessary, appropriate, convenient, or helpful to the management of the Partnership's business. The General Partner shall have all the rights and powers of a general partner as provided in the Act and as otherwise provided by law, subject to the limitations herein provided. Any lawful action taken by the General Partner within the scope of the Partnership business, subject to the limitations herein provided, shall constitute an act of and serve to bind the Partnership.

Section 4.2 Certain Powers of the General Partner

Without limiting the generality of Section 4.1 above, the General Partner has all authority, rights and powers generally conferred by law, and has all authority, rights and powers which the General Partner deems necessary or appropriate to effect the purposes of the

Partnership, including, by way of illustration but not by way of limitation, the following for itself or as General Partner of the Partnership:

(a) To acquire (including by fee or real estate contract), hold, sell, transfer, assign, lease or otherwise deal with any real, personal, or mixed property, interest therein or appurtenance thereto; including, specifically, the authority, right and power to acquire property not owned by the Partnership, with cash or other property.

(b) To borrow money or incur any purchase money mortgage or similar obligations and, if security is required therefore, to mortgage or subject to any other security device any portion of the assets of the Partnership, including any assets acquired with the proceeds of such borrowing, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate or extend any mortgage or other security device.

(c) To purchase, at the Partnership's expense, liability and other insurance to protect the Partnership's business and property.

(d) To employ, contract and deal with, from time to time, persons, firms or corporations (including any Partner or affiliate of any Partner) in connection with the management, operation, and disposition of the Partnership business and assets; including, without limitation, contractors, agents, brokers, accountants and attorneys, on such terms as the General Partner shall determine.

(e) To establish reserve funds from revenues of the Partnership to provide for future requirements for operations, maintenance, repairs, capital improvements, replacement, contingencies or any other purpose deemed necessary or appropriate by the General Partner.

(f) To bring or defend, pay, collect, compromise, arbitrate, resort to legal action or otherwise adjust claims or demands of or against the Partnership.

(g) To pay as a Partnership expense any and all expenses associated with the formation of the Partnership and the organization, development and operation of the Partnership's business.

(h) To deposit, withdraw, invest, pay, retain and distribute the Partnership's funds in a manner consistent with the provisions of this Agreement.

(i) To require in any or all Partnership contracts that the Partners shall not have any personal liability thereon, but that the person contracting with the Partnership shall look solely to the Partnership and its assets for satisfaction.

(j) To execute, acknowledge and deliver any instruments to effectuate the foregoing.

Section 4.3 Dealings

Any person dealing with the Partnership may rely on the authority of the General Partner in taking any action in the name of the Partnership without inquiry into the provisions of this Agreement or compliance with this Agreement regardless of whether that action actually is taken in accordance with the provisions of this Agreement.

Section 4.4 Protection of Partnership Assets

The General Partner shall defend, at the Partnership's expense, and prosecute such legal or equitable actions as it deems necessary to enforce or protect the interests of the Partnership, and such expense of such actions shall be an operating cost of the Partnership.

Section 4.5 Competition by General Partner

The General Partner may engage in or possess interests in any other business venture of any nature or description, independently or with others, including, without limitation, the direct or indirect ownership, financing, leasing, operation, management, syndication, insuring, brokerage, and development of other real estate projects, developments, or undertakings.

Section 4.6 Books, Records, Accounts, and Reports

During the existence of the Partnership, the General Partner will at the Partnership's expense keep, or cause to be kept, full and true books of accounts in accordance with generally accepted accounting principles. The books shall be maintained on an accrual basis. The books of the Partnership, together with a copy of this Agreement and any amendments thereto, will be maintained at the principal office of the Partnership. The General Partner may select, in its absolute and sole discretion, an accountant to maintain books, records, accounts, and reports in accordance herewith. The preparation of all Partnership books, records, accounts, and reports will be at the expense of the Partnership.

Section 4.7 Tax Returns and Governmental Filings

In addition to the financial statements, the General Partner will cause, at the Partnership's expense, income tax returns for the Partnership to be prepared by the accountant and filed with the appropriate governmental authorities and the General Partner will also cause, at the Partnership's expense, such reports as may be required by other governmental authorities to be prepared, filed, and distributed. On or before April 15 of each fiscal year of the Partnership, the General Partner, at the Partnership's expense, will furnish the Partners with all information pertaining to the Partnership necessary for the preparation of the Partner's federal and state income tax returns for the prior fiscal year, including a Partnership K-1 Form.

Section 4.8 Bank Accounts

All funds of the Partnership are to be deposited in the Partnership name in such account or accounts as are designated by the General Partner and maintained with a commercial bank whose deposits are insured by the FDIC. Withdrawals from any such account will be made upon such signature or signatures as the General Partner may designate.

Section 4.9 Exculpation

The General Partner shall have no liability to the Partnership or to any Partner for any loss suffered by the Partnership which arises out of any action or inaction of the General Partner if the General Partner, in its business judgment, determined that such course of conduct was in

the best interests of the Partnership and such conduct did not constitute (i) negligence or willful misconduct of the General Partner or (ii) a breach of an express provision of this Agreement.

Section 4.10 Indemnification

The General Partner shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages, and causes of action of any nature whatsoever (specifically including costs of litigation, reasonable attorneys' fees (actually incurred), and amounts paid in settlement of any such claims), arising out of or incidental to the General Partner's management of the Partnership's affairs (or other activities within the scope of its duties as General Partner) as General Partner.

Section 4.11 Removal of General Partner

Subject to any required approval of any mortgage lender and/or the South Carolina State Housing Finance & Development Authority ("SCHFA") and notwithstanding any other provision herein, the Limited Partner has the right to remove the General Partner and elect a new General Partner (i) on the basis of the willful fraud, bad faith or willful misconduct by General Partner which has, or is reasonably expected to have, a material adverse effect on the Partnership, the Project and/or the Limited Partner, as determined reasonably and in good faith by the Limited Partner; or (i) upon the occurrence of: (a) an event of bankruptcy and/or the filing of a notice of federal tax lien that is not discharged within 60 days of such filing, has occurred with respect to the Partnership, General Partner or any person with a controlling interest in the General Partner; (b) a default under any loan and such default shall not have been cured within any applicable cure period (including any extensions granted by such lender) and such default could result in a foreclosure; (c) violation of any provision of applicable law which has, or is reasonably expected to have, a material adverse effect on the Partnership, the Project or the Limited Partner; and/or (d) failure to pay on a timely basis any of the Partnership's real estate or personal property tax obligations to the state or to any county, city, town or other local government to the extent the same are not being challenged in accordance with applicable law under a proceeding where collection activity and lien enforcement is stayed.

ARTICLE 5. DISSOLUTION, LIQUIDATION, AND TERMINATION

Section 5.1 Dissolution of Partnership/Reconstruction and Continuance

Upon the dissolution, bankruptcy, withdrawal, or assignment for the benefit of creditors of the General Partner, the Partnership shall be dissolved unless the Partners elect to continue the business of the Partnership and the Partners consent to the admission of one or more new General Partners within 90 days. In the event of a continuance of the business of the Partnership, this Agreement shall reinstate the Agreement of such new Partnership. Expenses incurred in the reformation or attempted reformation of the Partnership shall be deemed expenses of the Partnership.

Section 5.2 Termination of the Partnership

The Partnership will be terminated upon (i) the dissolution and winding up of the Partnership (unless the Partnership is continued pursuant to Section 5.1); (ii) the disposition or sale by the Partnership of all or substantially all of the Project; or (iii) the unanimous written consent of the Partners.

Section 5.3 Final Accounting

Upon termination of the Partnership, an accounting shall be made of the accounts of the Partnership, of the Partners, and of the Partnership's assets, liabilities, and income. A copy of such accounting shall be furnished to the Partners within 120 days of said dissolution. Upon termination, the General Partner or its successor or, in the event of liquidation pursuant to Section 5.2, the General Partner shall act as liquidating trustee and shall immediately proceed to wind up and terminate the business and affairs of the Partnership. The duties of the General Partner may be delegated to a bank or other person or firm having experience in liquidating assets of the type owned by the Partnership.

Section 5.4 Liquidation and Distribution

(a) Upon termination of the Partnership, its affairs shall be wound up and its remaining assets liquidated as promptly as is consistent with obtaining the fair market value thereof. The proceeds, after application of Article 6, shall be distributed in the order and priority set forth below:

(i) All debts, obligations, and liabilities of the Partnership shall be paid and discharged in the order of priority provided by law, including all costs of sale of the Project including a real estate commission.

(ii) The Partners will be distributed amounts in proportion to their adjusted capital accounts.

(b) The Partners shall look solely to the assets of the Partnership for the return of their invested capital and if the property or proceeds therefrom remaining after payment or discharge of the debts, obligations, and liabilities of the Partnership is insufficient to return their invested capital the Partners shall have no recourse therefor against the General Partner; provided that nothing in this Section shall impair any other claim that the Partners may have against the General Partner as specifically provided in this Agreement. The General Partner shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages, and causes of action of any nature whatsoever arising out of or incidental to the General Partner's taking of any action authorized under or within the scope of this Section.

(c) In the event it becomes necessary to make distribution of the Partnership property in kind, (a) the property shall be valued by the General Partner at fair market value and capital accounts shall be adjusted as though the property were sold for fair market value, and (b) such property shall be transferred and conveyed to the Partners so as to vest in each of them, as

tenants-in-common, an undivided interest in the whole of such property in accordance with their capital accounts and in proportion to the positive values thereof.

(d) The Partners shall have no obligation to make any contribution to the capital of the Partnership with respect to any deficit in his or her capital account, and such deficit shall not be considered to be a debt owed to the Partnership or to any other Person for any purpose whatsoever.

ARTICLE 6. RIGHT TO DISTRIBUTIONS; PROFITS AND LOSSES

Section 6.1 Right to Distributions

No Partner shall have the right to receive any distributions with respect to its Interest, except in the form of cash. To the extent that the General Partner determines that future cash revenues might not be sufficient for any proper purpose, the General Partner may restrict cash (and cash equivalents) for such purpose, including, without limitation, the following: (i) interest expense, management fees, and other operating expenses; (ii) depreciation, rehabilitation, replacement, repair, and other capital costs; payment of principal and other debt service; and (iv) any other proper purpose, determined in the absolute discretion of the General Partner.

Section 6.2 Time of Distributions

No later than April 15 following a calendar year of the Partnership, all cash (and cash equivalents) not restricted by Section 6.1 shall be distributed to the Partners in proportion to their percentage interest set forth in Exhibit A. The right to receive cash as above-described shall be available regardless of whether such distribution would constitute a return of a Partner's contribution.

Section 6.3 Profits, Losses, Etc.

The share of the losses, profits or other compensation by way of income which each Partner shall receive, as well as the distribution of cash or other assets of the Partnership, by reason of its contributions or otherwise, shall be in proportion to their percentage interest set forth in Exhibit A.

Section 6.4 Section 1445 Requirements

Each Partner hereby represents and warrants to the General Partner that he or she is not a "foreign person" within the meaning of Code Section 1445.

ARTICLE 7. TRANSFER OF INTERESTS

Section 7.1 Transfers Generally

No Partner may make any transfer of any Interest except upon the terms set forth in this Agreement, and any such attempt to do so except as provided in this Agreement shall be null and void *ab initio*. The restrictions contained in this Agreement on transfer are not intended as a

penalty, but rather as a method to protect and preserve existing relationships and the Partnership's capital and its financial ability to continue. Each Partner acknowledges the reasonableness of the restrictions imposed by this Agreement in view of the Partnership's purposes and the relationship of the Partners. Accordingly, the restrictions contained in this Agreement may be specifically enforced.

Section 7.2 General Partner Consent Required

(a) All transfers of an Interest are void unless the General Partner consents to such transfer in writing, which consent may be unreasonably withheld. If the General Partner does not consent in writing to the proposed transfer to a transferee who is not a Partner immediately before the transfer, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Partnership or to become a Partner. The Partnership shall not be required to recognize the interest of any unadmitted transferee who has purportedly obtained an Interest in the Partnership as a result of a purported transfer of ownership that is not an authorized transfer in accordance with this Agreement, and such purported transfer shall be null, void, and of no effect whatsoever and shall not bind the Partnership or any Partner. In the event of any such purported transfer, the transferor and transferee shall be liable for, and required to indemnify and hold harmless the Partnership and the other Partners from, all costs, liabilities, damages, and expenses incurred, including, but not limited to, attorney's fees, as a result of such purported transfer and any efforts to enforce this indemnity. If the ownership of an Interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from an Interest in the Partnership, the Partnership may accumulate such distributions until the issue is finally determined and resolved.

(b) Any attempt to levy, garnish, or execute on an Interest shall not be effective to transfer title to the Interest but shall only result in a charging order in accordance with Section 10A-9-7.03 of the Code of Alabama (or successor provision of applicable law). The imposition of a charging order shall not constitute a transfer.

Section 7.3 Transferee Party to Agreement

Any Transfer of an Interest in accordance with this Agreement shall be subject to the express condition precedent that the transferee shall become a party to and execute this Agreement. Any such transferee shall take and hold the Interest subject to the terms of this Agreement whether or not such transferee executes this Agreement or expressly assumes it.

Section 7.4 Permitted Transfers

"Permitted Transfers" are any of the following transfers of Interests:

(a) A lifetime gift, bequest by will, or transfer for consideration of a Partner's Interest in the Partnership to an existing Partner.

(b) A grant of a security interest in an Interest as collateral for loans to such Partner or to secure other obligations; provided, however, that any such grant of a security interest (i) shall be expressly subject to the terms of this Agreement, (ii) shall not grant the secured party any voting rights with respect to the Interests before an occurrence of an event of default, foreclosure, or

other realization on the security interest, and (iii) shall not provide for payment of distributions to the secured party before an occurrence of an event of default, foreclosure, or other realization on the security interest.

(c) A transfer or assignment of Interest held by the trustee or trustees of a trust for one or more of its beneficiaries upon the partial or final termination of such trust.

(d) A redemption of Interest by the Partnership.

ARTICLE 8. MISCELLANEOUS

Section 8.1 Notices

All notices under this Agreement may be electronically transmitted, that is, via fax or email, and any signatures thereon may be electronic signatures.

Section 8.2 Counterparts

This Agreement may be executed in several counterparts, and all so executed will constitute one agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

Section 8.3 Binding Effect

The terms and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the respective Partners. There are no third party beneficiaries of this Agreement.

Section 8.4 Severability

If any provision of this Agreement or the application of such provision to any person or circumstance will be held invalid or unenforceable, the remainder of the Agreement and its application to persons or circumstances other than those as to which it is held invalid and unenforceable will not be affected thereby.

Section 8.5 Further Assurances

The Partners hereby agree to take such actions, execute such documents, and agree to such amendments to this Agreement or otherwise as may be necessary or advisable, in the reasonable judgment of the General Partner, to carry out the purposes and intent of this Agreement.

Section 8.6 Limitation of Non-recourse Loans

A creditor who makes a non-recourse loan to the Partnership must not have or acquire at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

Section 8.7 Entire Agreement

This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the matters described herein.

Section 8.8 Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama.

Section 8.9 Time of Essence

Time is of the essence with respect to this Agreement and all of the obligations hereunder.

Section 8.10 Amendment in Writing

This Agreement may not be amended, modified, terminated, or waived in any respect whatsoever except by a further agreement in writing, properly executed by all the parties.

IN WITNESS WHEREOF, the undersigned, being duly sworn, do hereby execute and acknowledge this Agreement as of the Effective Date.

GENERAL PARTNER:

RIDGECREST COMMONS GP, LLC

By: W. David Morrow
W. David Morrow
Its President

LIMITED PARTNER:

HAWKEYE, INC.

By: W. David Morrow
W. David Morrow
Its President

**EXHIBIT A
TO
PARTNERSHIP AGREEMENT
OF
RIDGECREST COMMONS HOUSING, LLLP**

Partner Name and Address	Interest Type	Initial Capital Contribution	Percentage Interest (subject to Section 8.11)
Ridgecrest Commons GP, LLC 809 22 nd Avenue Tuscaloosa, AL 35401	General Partner	\$1.00	0.01%
Hawkeye, Inc.. 809 22 nd Avenue Tuscaloosa, AL 35401	Limited Partner	\$99.00	99.99%