

F0004

Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2026125542

Business ID: 1530921
Filed: 02/16/2026 01:59 PM
Michael Watson
Secretary of State

P.O. BOX 136

JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Certificate of Mississippi Limited Partnership

Business Information

Business Type: Limited Partnership

Business Name: Knollwood Apts II, LP

Business Email: trey.ivison@southernmg.net

NAICS Code/Nature of Business

531390 - Other Activities Related to Real Estate

Address Where Records Are Kept: 1437 Old Square Rd, Suite 201
Jackson, MS 39211

Registered Agent

Name: Trey Ivison

Address: 1437 Old Square Road Suite 201
Jackson, MS 39211

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **02/16/2026**.

Name:

Trey Ivison
General Partner

Address:

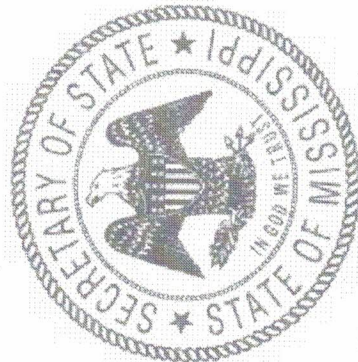
1437 Old Square Rd, Suite 201
Jackson, MS 39211

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Knollwood Apts II, LP



Given this the 16th day of February, Two Thousand and
Twenty-Six, in the Capital City of Jackson, Mississippi
under my Hand and Seal,

Michael Watson

F0100
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2026125480

Business ID: 1530918
Filed: 02/16/2026 01:52 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: Knollwood Apartments II GP, LLC
Business Email: trey.ivison@southernmg.net

NAICS Code/Nature of Business

531390 - Other Activities Related to Real Estate

Registered Agent

Name: Trey Ivison
Address: 1437 Old Square Rd, Suite 201
Jackson, MS 39211

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **02/16/2026**.

Name:
Shelly Goodman
Organizer

Address:
1437 Old Square Rd, Suite 201
Jackson, MS 39211

F0012
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2026410611

Business ID: 1530921
Filed: 05/15/2026 11:38 AM
Michael Watson
Secretary of State

Articles/Certificate of Amendment

Business Details

Business ID: 1530921

Business Name: Knollwood Apts II, LP

Current Parties On Record

Name:

Trey Ivison
General Partner

Address:

1437 Old Square Rd, Suite 201
Jackson, MS 39211

Amended Parties On Record

Name:

Knollwood Apartments II GP, LLC
General Partner

Address:

1437 Old Square Rd, Suite 201
Jackson, MS 39211

NAICS Code/Nature of Business

531390 - Other Activities Related to Real Estate

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **05/15/2026**.

Name:

Knollwood Apartments II GP, LLC
General Partner

Address:

1437 Old Square Rd, Suite 201
Jackson, MS 39211

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Knollwood Apartments II GP, LLC



Given this the 16th day of February, Two Thousand and
Twenty-Six, in the Capital City of Jackson, Mississippi
under my Hand and Seal,

Michael Watson



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Waypoint Housing Insights, Inc.
212 N MCLEAN BLVD
MEMPHIS, TN 38112-5319

March 28, 2017

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	000896245	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	03/28/2017
Filing Date:	03/28/2017 2:26 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2018
Duration Term:	Perpetual	Image # :	B0337-6410
Public/Mutual Benefit:	Public		
Business County:	SHELBY COUNTY		

Document Receipt

Receipt # : 003257653	Filing Fee:	\$100.00
Payment-Check/MO - BRADLEY ARANT BOULT CUMMINGS LLP, Nashville, TN		\$100.00

Registered Agent Address:

CAMILLE GAMBLE
212 N MCLEAN BLVD
MEMPHIS, TN 38112-5319

Principal Address:

212 N MCLEAN BLVD
MEMPHIS, TN 38112-5319

Congratulations on the successful filing of your **Charter** for **Waypoint Housing Insights, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Jeff Cook

STATE OF TENNESSEE
CHARTER
OF
WAYPOINT HOUSING INSIGHTS, INC.

ARTICLE I

NAME AND FILING

The name of the nonprofit corporation is Waypoint Housing Insights, Inc. The Charter is being filed pursuant to the Tennessee Nonprofit Corporation Act, as amended from time to time (the "Act").

ARTICLE II

NONPROFIT PUBLIC BENEFIT CORPORATION

Waypoint Housing Insights, Inc. is a nonprofit public benefit corporation. It is intended that Waypoint Housing Insights, Inc. shall have the status of a corporation that is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future federal tax laws (hereinafter referred to as the "Code"), as an organization described in Section 501(c)(3) of the Code.

ARTICLE III

OFFICE, REGISTERED AGENT AND INCORPORATOR

1. The initial principal office of Waypoint Housing Insights, Inc. is located at 212 N. McLean Boulevard, Memphis, Tennessee 38112.

2. The initial registered office of Waypoint Housing Insights, Inc. is located at 212 N. McLean Boulevard, Memphis, Tennessee 38112, Shelby County, and the name of the registered agent at this address is Camille Gamble.

3. The incorporator of Waypoint Housing Insights, Inc. is Mark W. Miller, Esq. whose mailing address is 1600 Division Street, Suite 700, Nashville, Tennessee 37203.

ARTICLE IV

MEMBERS

Waypoint Housing Insights, Inc. will not have members.

ARTICLE V

PURPOSES

Waypoint Housing Insights, Inc. is organized exclusively for charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the Code, including to assist communities by providing quality, affordable housing opportunities for low-income families and elderly residents by acquiring, developing, preserving, and rehabilitating affordable multi- and single-family housing specifically designated for households whose incomes are below the median family income, through housing placement efforts for those persons and families, and through education and provision of rental assistance for those persons and families, and working with local governments to provide and maintain affordable housing, thereby lessening the burden of government.

Waypoint Housing Insights, Inc. is organized to engage in any activity, and to exercise any and all powers, rights and privileges afforded a nonprofit corporation under the Act. Notwithstanding any other provision of this Charter, Waypoint Housing Insights, Inc. shall not carry on any activities not permitted to be carried on by a corporation organized as a nonprofit corporation under the laws of the State of Tennessee pursuant to the Act which is exempt from federal income tax under Section 501(c)(3) of the Code, contributions to which are deductible under Sections 170(c)(2), 2055(a) or 2522(a) of the Code.

ARTICLE VI

ACTION OF INCORPORATOR

The incorporator shall elect the initial Board of Directors and officers and shall take all other appropriate action incident to the organization of Waypoint Housing Insights, Inc.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of Waypoint Housing Insights, Inc. shall be managed by a Board of Directors, and by such officers as shall be described in the Bylaws of Waypoint Housing Insights, Inc. The Board of Directors shall determine the number of directors who shall comprise its membership, but the number of directors shall not be less than three (3).

ARTICLE VIII

LIMITED PERSONAL LIABILITY OF DIRECTORS

No person who is or was a director of Waypoint Housing Insights, Inc., nor such person's heirs, executors, administrators, or legal representatives (collectively referred to as a "director"), shall be personally liable to Waypoint Housing Insights, Inc. for monetary damages for breach of fiduciary duty as a director. However, this provision shall not eliminate or limit the liability of a director (a) for any breach of a director's duty of loyalty to Waypoint Housing Insights, Inc., (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) under Section 48-58-304 of the Act. No repeal or modification of the provisions of this Article, either directly or by the adoption of provisions inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE IX

INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

1. Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provisions of Sections 48-58-501, *et seq.*, of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 1 which occur subsequent to the effective date of such amendment), Waypoint Housing Insights, Inc. shall indemnify and advance expenses to any person who is or was a director or officer of Waypoint Housing Insights, Inc., or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit, or proceeding being hereinafter referred to as the "Proceeding"), to which such person was, is, or is threatened to be made a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

(a) The Proceeding was instituted by reason of the fact that such person is or was a director or officer of Waypoint Housing Insights, Inc.; and

(b) The director or officer conducted himself or herself in good faith, and he or she reasonably believed (i) in the case of conduct in his or her official capacity with Waypoint Housing Insights, Inc., that his or her conduct was in the best interests of Waypoint Housing

Insights, Inc.; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of Waypoint Housing Insights, Inc.; and (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct herein described.

2. Permissive Indemnification of Employees and Agents. Waypoint Housing Insights, Inc. may, to the maximum extent permitted by the provisions of Section 48-58-501, *et seq.*, of the Act, as amended from time to time (provided, however, that if an amendment to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph 2 which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of Waypoint Housing Insights, Inc., or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in paragraph 1 above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of Waypoint Housing Insights, Inc. and met the standards of conduct set forth in subparagraph 1(b) above. Waypoint Housing Insights, Inc. also may indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of Waypoint Housing Insights, Inc. to the extent, consistent with public policy, as may be provided by its Bylaws, by contract, or by general or specific action of the Board of Directors.

3. Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in paragraphs 1 and 2 above are contractual between Waypoint Housing

Insights, Inc. and the person being indemnified, and his or her heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by this Charter, by a resolution of the Board of Directors, by the Bylaws of Waypoint Housing Insights, Inc., by the purchase and maintenance by Waypoint Housing Insights, Inc. of insurance on behalf of a director, officer, employee, or agent of Waypoint Housing Insights, Inc., or by an agreement with Waypoint Housing Insights, Inc. providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

4. Non-Limiting Application. The provisions of this Article IX shall not limit the power of Waypoint Housing Insights, Inc. to pay or reimburse expenses incurred by a director, officer, employee, or agent of Waypoint Housing Insights, Inc. in connection with such person's appearing as a witness in a Proceeding at a time when he or she has not been made a named defendant or respondent to the Proceeding.

5. Prohibited Indemnification. Notwithstanding any other provision of this Article IX, Waypoint Housing Insights, Inc. shall not indemnify or advance expenses to or on behalf of any director, officer, employee, or agent of Waypoint Housing Insights, Inc., or any such person's heirs, executors, administrators, or legal representatives:

(a) If a judgment or other final adjudication adverse to such person establishes his or her liability for any breach of the duty of loyalty to Waypoint Housing Insights, Inc., for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under Section 48-58-304 of the Act; or

(b) In connection with a Proceeding by or in the right of Waypoint Housing Insights, Inc. in which such person was adjudged liable to Waypoint Housing Insights, Inc.; or

(c) In connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

6. Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article IX, either directly or by the adoption of a provision inconsistent with the provisions of this Article IX, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE X

NO PRIVATE INUREMENT

No part of the net earnings of Waypoint Housing Insights, Inc. shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons. However, Waypoint Housing Insights, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered to it or on its behalf, pay reimbursements for expenses incurred on its behalf, and make payments and distributions in furtherance of the purposes set forth in Article V hereof.

ARTICLE XI

NO LEGISLATIVE OR POLITICAL ACTIVITY

No substantial part of the activities of Waypoint Housing Insights, Inc. shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and Waypoint

Housing Insights, Inc. shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE XII

PRIVATE FOUNDATION LIMITATIONS

In the event Waypoint Housing Insights, Inc. is a private foundation within the meaning of Section 509 of the Code for a taxable year, Waypoint Housing Insights, Inc. shall (a) make distributions at such time and in such manner as not to subject Waypoint Housing Insights, Inc. to tax under Section 4942 of the Code; (b) not engage in any act of self-dealing, as defined in Section 4941(d) of the Code; (c) not retain any excess business holdings, as defined in Section 4943(c) of the Code; (d) not make any investments in a manner that would subject it to tax under Section 4944 of the Code; and (e) not make any taxable expenditures, as defined in Section 4945(d) of the Code.

ARTICLE XIII

DISTRIBUTIONS ON DISSOLUTION

Upon the dissolution of Waypoint Housing Insights, Inc., after paying or making provision for the payment of all its liabilities then outstanding and unpaid, the Board of Directors shall distribute the assets of Waypoint Housing Insights, Inc. exclusively for the charitable, scientific, literary and educational purposes of Waypoint Housing Insights, Inc. within the meaning of Section 501(c)(3) of the Code, in such manner as the Board of Directors shall determine. Any assets not so distributed shall be distributed to one or more governmental units then described under Section 170(c)(1) of the Code, or to one or more organizations then described under Section 501(c)(3) of the Code and Section 170(c)(2) of the Code, as the Board of Directors shall determine. Any assets not so disposed of by the Board of Directors shall be

disposed of by a court having equity jurisdiction in the county in which the principal office of Waypoint Housing Insights, Inc. is then located, with the distribution of assets to be made for such charitable purposes, or to such governmental units then described under Section 170(c)(1) of the Code, or to such organization or organizations then described in Section 501(c)(3) of the Code and Section 170(c)(2) of the Code, as such court shall determine.

This Charter of Waypoint Housing Insights, Inc. shall be effective upon its filing with the Secretary of State of the State of Tennessee.

Dated: March 28, 2017.



Mark W. Miller, Incorporator