

KCG CAMELIA RIDGE, LP
AGREEMENT OF LIMITED PARTNERSHIP

This AGREEMENT OF LIMITED PARTNERSHIP of The KCG Camelia Ridge, LP (the “Partnership”) is made and entered into effective as of June 19, 2025 pursuant to Title 33 Chapter 42 of the South Carolina Uniform Limited Partnership Act.

ARTICLE I
FORMATION

SECTION 1.1 Formation. The Partnership was formed on June 19, 2025 by the filing of a Certificate of Limited Partnership (the “Certificate”) with the South Carolina Secretary of State. The partners shall take such steps as are necessary to allow the Partnership to legally conduct business and to maintain its status as a limited partnership formed under the South Carolina Uniform Limited Partnership Act and qualified to conduct business in any jurisdiction where the Partnership does so.

SECTION 1.2 Name. The name of the Partnership is KCG Camelia Ridge, LP.

SECTION 1.3 Principal Office. The principal office of the Partnership will be 9311 North Meridian Street, Suite 100, Indianapolis, Indiana 46260.

SECTION 1.4 Registered Agent and Office. The registered agent shall be as stated in the Certificate.

SECTION 1.5 Duration. The term of the Partnership commenced upon the filing of the Certificate and shall dissolve no later than December 31, 2099.

ARTICLE II
PURPOSE

The purpose of the Partnership is to acquire, construct, lease, operate, manage, and own a low-income housing development and related real and personal property located in Hartsville, South Carolina.

ARTICLE III
PARTNERS

SECTION 3.1 General Partner. The name and address of the general partner (the “General Partner”) of the Partnership is as follows:

Langston Hughes Camelia Ridge, LLC
5030 Nesbit Ferry Lane
Sandy Springs, GA 30350

SECTION 3.2. Initial Limited Partner. The name and business address of the initial limited partner (the “Initial Limited Partner”) is as follows:

KCG Camelia Ridge LP, LLC
9311 North Meridian Street
Suite 100
Indianapolis, Indiana 46260

SECTION 3.3. Capital Contributions. The amount of the General Partner and Initial Limited Partner initial capital contribution and the corresponding Partnership Interest issued to the General Partner and the Initial Limited Partner are set forth in the attached Schedule A.

ARTICLE IV MANAGEMENT AND OPERATION OF THE PARTNERSHIP

SECTION 4.1 Management. To the extent permitted by and subject to the laws of South Carolina and in a manner not inconsistent with this Agreement, the Initial Limited Partner shall manage the operation of the business and affairs of the Partnership. No person dealing with the Initial Limited Partner shall be required to determine the Initial Limited Partner's authority to make any undertaking on behalf of the Partnership or to determine any fact or circumstance bearing upon the existence of such authority. Any contract, agreement, instrument or other document to which the Partnership is a party shall be signed by the Initial Limited Partner or its agent in accordance with the requirements of this Agreement, and no other signature shall be required. The Initial Limited Partner or its agent is authorized to execute financing commitments and tax credit allocations on behalf of the Partnership.

ARTICLE V DISTRIBUTIONS AND ALLOCATIONS

SECTION 5.1 Distributions. Distributions of cash, property, or other assets of the Partnership will be made from time to time by, and in the sole discretion of, the Initial Limited Partner. Income, gain, loss, credit, and all other tax attributes of the partnership will be allocated among the Initial Limited Partner.

ARTICLE VI TRANSFER OF PARTNERSHIP INTERESTS

SECTION 6.1 General Limitation on Transfer. The Initial Limited Partner shall have no right to sell, encumber, assign, or otherwise transfer its interest as the Initial Limited Partner in the Partnership or to substitute any other person or entity as Initial Limited Partner without the consent of the General Partner.

SECTION 6.2 General Partner Interest. If the General Partner withdraws from the Partnership, it must transfer its interest in the Partnership to a successor general partner pursuant to the terms agreed upon by the withdrawing General partner and the successor general partner.

ARTICLE VII ADMISSION OF ADDITIONAL PARTNERS

No person shall be admitted into the Partnership as an additional general partner or limited partner without the prior written consent of each of the General Partner and the Initial Limited Partner, which consent may be granted or withheld in the sole discretion of either for any reason or no reason.

ARTICLE VIII DISSOLUTION AND TERMINATION

SECTION 8.1 Dissolution. The Partnership shall be dissolved on the occurrence of any of the following events:

- (a) Upon a writing for such purpose signed by the General Partner;
- (b) Upon the sale or other disposition of all or substantially all of the Partnership Property;
- (c) Upon the merger of the Partnership in a transaction in which the Partnership is not the surviving entity; or
- (d) As otherwise provided by law.

SECTION 8.2 Distribution of Assets. Upon the termination of the Partnership as provided herein the Partnership shall be dissolved and its assets shall be distributed in the following order of priority, no distribution being made in any category set forth below unless and until each preceding category has been satisfied in full:

- (a) Payment of debts and liabilities of the Partnership, excluding debts of the Partnership to the partners, together with applicable interest and expenses of liquidation.
- (b) Payment of debts of the Partnership to the partners, other than for capital and profits, together with applicable interest and any other expenses in connection therewith.
- (c) Payment of debts of the Partnership to the partners in respect to capital contributions.
- (d) Payment of debts of the Partnership to the partners in respect to profits.

SECTION 8.3 Termination.

- (a) The Initial Limited Partner shall have no right to terminate its partnership interest in the Partnership without the consent of the General Partner.
- (b) The General Partner may terminate its partnership interest in and withdraw from the Partnership if (i) it first provides sixty (60) days' written notice to all limited partners or the intent to withdraw, and (ii) it provides a successor general partner to the partnership, but only if necessary to maintain the existence of the Partnership

or the tax classification of the Partnership under the Internal Revenue Code. If the General Partner does withdraw from the Partnership and it is necessary to admit a substitute general partner, the withdrawing General Partner must transfer its interest in the Partnership to the substitute general partner under the terms agreed upon by the withdrawing General Partner and the substitute general partner.

ARTICLE IX AMENDMENTS

All amendments to this Agreement shall be made only in a writing signed by each of the General Partner and the Initial Limited Partner.

ARTICLE X MISCELLANEOUS

SECTION 10.1 Headings. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

SECTION 10.2 Pronouns and Plurals. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

SECTION 10.3 Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding and in full force and effect.

SECTION 10.4 Performance; Nonperformance. The failure to insist, in one (1) or more instances, on performance in strict accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition of this Agreement unless such waiver is contained in a writing signed by the applicable partner. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

SECTION 10.5 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior agreements, promises, negotiations or representations with respect to the subject matter hereof not expressly set forth in this Agreement.

SECTION 10.6 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and its respective successors and, only to the extent permitted herein, assigns.

SECTION 10.7 Governing Law. This Agreement shall be governed by the laws of the State of South Carolina, including the provisions of the Uniform Limited Partnership Act.

SECTION 10.8 Legal Fees. If any litigation shall be instituted for the purposes of enforcing or interpreting any of the provisions of this Agreement, the prevailing party, as

determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.


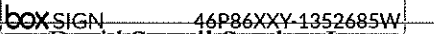
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GENERAL PARTNER:

LANGSTON HUGHES CAMELIA RIDGE, LLC,
a South Carolina limited liability company


By: Langston Hughes Affordable Housing, Inc.
a Georgia 501(c)(3) Nonprofit Corporation
Its: Sole Member

By: 
Name:  46P86XXY-1352685W
Name: David Sewall Searles, Jr.
Its: President and Chief Executive Officer

INITIAL LIMITED PARTNER:

KCG CAMELIA RIDGE LP, LLC,
a South Carolina limited liability company

By: KCG Holdings, LLC,
a Florida limited liability company
Its: Manager

By: 
Name: Robert J. Pasquesi, II
Its: President

**KCG CAMELIA RIDGE, LP
AGREEMENT OF LIMITED PARTNERSHIP**

Schedule A

**GENERAL PARTNER AND INITIAL LIMITED PARTNER
NAMES, BUSINESS ADDRESSES,
CAPITAL CONTRIBUTIONS AND PARTNERSHIP INTERESTS**

<u>Name and Business Address</u>	<u>Capital Contribution</u>	<u>Partnership Interest Percentage</u>
<u>General Partner:</u>		
Langston Hughes Camelia Ridge, LLC 5030 Nesbit Ferry Lane Sandy Springs, GA 30350	\$51.00	51.00%
<u>Initial Limited Partner:</u>		
KCG Camelia Ridge LP, LLC 9311 North Meridian Street Suite 100 Indianapolis, Indiana 46260	\$49.00	49.00%
Total:	\$100.00	100.00%