

OPTION TO LEASE

THIS OPTION TO LEASE (this "Option") is made and entered in to as of this 23rd day of January 2025 by and between the Housing Authority of the City of Columbia, SC ("CHA"), a public body corporate and politic, organized and existing under the laws of the State of South Carolina, and Harden-Laurel, LLC, a South Carolina limited liability company ("Optionee").

WITNESSETH:

WHEREAS, CHA has partnered with The Benoit Group (TBG) to organize the Optionee for purposes of redeveloping certain public housing in Columbia, South Carolina to be known as "Harmony at Horizon Village" (the "Apartments"); and

WHEREAS, CHA and Optionee desire to enter into a ground lease of the real property upon which the Apartments are constructed, the same being described in Exhibit A attached hereto and incorporated herein by reference (the "Parcels"), and the Optionee will ground lease and construct the Apartments using 4% Low Income Housing Tax Credits and multifamily housing revenue bonds.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants by CHA and Optionee contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHA and Optionee agree as follows:

1. Option. At any time on or before December 31, 2026, as such date may be extended by CHA at the request of Optionee (as so extended, the "Option Deadline"), Optionee shall have the right and option to lease the Parcel pursuant to the terms and conditions contained in a ground lease ("Lease") to be negotiated between CHA and Optionee or to acquire the Parcel upon such other such terms as CHA and Optionee CHA may agree in writing. Optionee may exercise the option granted herein upon written notice to CHA at any time on or before the Option Deadline. Following Optionee's exercise of the option granted herein, CHA and Optionee CHA execute the Lease at least thirty (30) days prior to the date that the Lease shall become effective between CHA and Optionee.

2. Terms and Conditions of the Lease. CHA and Optionee shall negotiate in good faith to finalize the terms and conditions of the Lease no later than the Option Deadline. The Lease shall contain the following basic terms: (a) the Lease shall be for a term of ninety-nine (99) years (the "Term"); (b) the Lease shall permit Optionee to construct and own the improvements on the Parcels; (c) the Lease shall contain terms that permit financing of the improvements; and (d) the Lease shall contain such terms and conditions as are usual and customary for similar transactions. In the event Optionee shall fail to exercise the option as provided in Section 1 above, and notwithstanding anything contained herein to the contrary, this Option shall terminate, whereupon neither of the parties shall have any further rights, claims or liabilities under this Option.

3. Rent. The rent payable under the Lease shall be \$10.00 (ten dollars and not cents) per year for the Term to be paid on January 1st of each year.

4. Time of Essence. Time is of the essence of this option.

5. Notices. Any and all notices, elections, demands or communications permitted or required to be made under this Option shall be in writing, signed by the party giving such notice, and shall be delivered in person or sent by registered or certified mail, to the other party hereto. The date of the personal delivery or the date of the mailing, as the case may be, shall be the

date that such notice or election shall be deemed to have been given. For the purpose of this Option:

If to CHA: Housing Authority of the City of Columbia, SC
1917 Harden Street
Columbia, SC 29204
Attn: Yvonda A. Bean
ybean@columbiahousing.org

With a copy to: Law Office of Bruce B. (Bo) Campbell, LLC
245 E. Broad Street, Suite A
Greenville, SC 29601
Attn: Bo Campbell
bo@bocampbell-law.com

If to the Optionee: Harden- Laurel, LLC
1917 Harden Street
Columbia, SC 29204
Attn: Yvonda A. Bean
ybean@columbiahousing.org

With a copy to: The Benoit Group
6780 Roswell Road NE, Suite 200
Atlanta, GA 30328
Attn: Eddy Benoit
ebenoit@thebenoitgroup.com

6. Choice of Law. This Option shall be governed by and construed in accordance with the laws of the State of South Carolina.

7. Successors and Assigns. The covenants and conditions herein contained inure to and bind the heirs, successors, executors, administrators and assigns of the parties hereto; provided, however, the Optionee shall not assign its interest in the Option without the prior written consent of CHA.

8. Counterparts. This Option may be executed in multiple original counterparts, each of which shall constitute an original document binding upon the parties signing the same. It shall not be necessary that all parties sign all counterparts and this Option shall be binding if each party shall have executed at least one counterpart.

9. Recording. This Option may be recorded against the Parcels at the expense of Optionee.

IN WITNESS WHEREOF, the parties herein have hereunto set their hand and seal the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF
COLUMBIA, SC

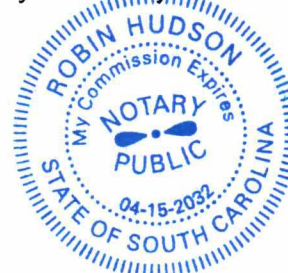
By: [Signature]
Yvonda A. Bean, Chief Executive Officer

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23 day of January, 2025, by Yvonda A. Bean, Chief Executive Officer of the Housing Authority of the City of Columbia, SC.

[Signature]
Notary Public for South Carolina
My commission expires: 4-15-2032



OPTIONEE:

HARDEN-LAUREL, LLC

By: SCAHI HARDEN-LAUREL, LLC, a South Carolina limited company, its managing member

By: SOUTH CAROLINA AFFORDABLE HOUSING INITIATIVE, INC., a South Carolinas nonprofit corporation, its authorized member

By: [Signature]
LuCinda J. Herrera, Vice-President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 23 day of January, 2025, by LuCinda J. Herera, Vice-President of South Carolina Affordable Housing Initiative, Inc, the sole member of SCAHI Harden-Laurel, LLC, the managing member of Harden-Laurel, LLC, Optionee.

[Signature]
Notary Public for South Carolina
My commission expires: 4-15-2032

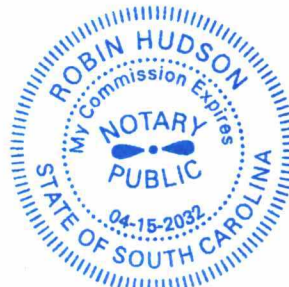


Exhibit A
(Legal Description)