

## SECOND ASSIGNMENT OF OPTION AGREEMENT

This Second Assignment of Option Agreement (this “Agreement”) is entered into as of October \_\_, 2024 (the “Effective Date”) by and between Related Affordable, LLC, a Delaware limited liability company (“RA”) and Highland Square Preservation, L.P., a New York limited partnership (the “Partnership”).

### RECITALS

WHEREAS, Javelin 2022, LLC, a Delaware limited liability company (the “Javelin”) is party to Purchase Option Agreement(s) with the counterpart(y)(ies) (the “Agreement Counterparty”) identified on Exhibit A attached hereto (the “Option Agreement”) as it relates to the project(s) identified on Exhibit A (each, a “Project”);

WHEREAS, Javelin has assigned the Option Agreement to RA under the Assignment of Option Agreement dated as of March 23, 2022;

WHEREAS, RA has agreed to further assign the Option Agreement to the Partnership.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated into the Agreement.
2. Assignment and Assumption. As of the Effective Date, the Option Agreement is hereby assigned by RA to the Partnership and the Partnership agrees to assume the Option Agreement and to fulfill, perform and discharge all obligations and responsibilities of RA thereunder whether arising on the Effective Date or thereafter.
3. Entire Agreement. This Agreement and the other agreements referred to herein constitute all of the agreements among the parties relating to the matters set forth herein and supersede all other prior or concurrent oral or written letters, agreements or understandings with respect to the matters set forth herein.
4. Electronic Signatures; Counterparts. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the uniform commercial code (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under Signature Law due to the character or intended character of

the writings. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

5. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

6. Conflicts. In case of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Option Agreement, the terms and provisions of this Agreement shall control.

7. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

8. Construction. As used herein, the words "include," "including," and similar terms shall be construed as if followed by the phrase "without limitation."

9. No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary.

10. Waiver of Jury Trial. To the extent permitted by applicable law, the parties hereto knowingly, voluntarily and irrevocably waive any right they may have to trial by jury in any action or proceeding among or between the parties hereto in connection with or arising out of this Agreement.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of New York, without regard to principles of conflicts of law.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

RA:

RELATED AFFORDABLE, LLC, a Delaware limited liability company

Signed by:  
  
By: B8E2886FC3D44F3...  
Matthew Finkle, President

PARTNERSHIP:

HIGHLAND SQUARE PRESERVATION, L.P.,  
a New York limited partnership

By: FFAH V Highland Square Apts SC,  
LLC, a South Carolina limited liability  
company, its general partner

By: Foundation for Affordable  
Housing V, Inc., a California  
nonprofit public benefit  
corporation, its sole member

By:   
Name: Tarun Chandran  
Title: Vice President

[Signature page to Second Option Assignment]

**Exhibit A**

List of Agreement Counterparties and Projects

<b><u>Counterparty</u></b>	<b><u>Project Name</u></b>
HS Investors LLC, a Delaware limited liability company	Highland Square