

## FIRST AMENDMENT TO OPTION TO LEASE

This First Amendment to Option to Lease (the “First Amendment”) is effective as of the 16<sup>th</sup> day of January, 2024 between the Bexley Community Improvement Corporation (“CIC”) and The Community Builders, Inc. (“Option Holder”), with reference to the following:

### RECITALS:

- A. CIC and Option Holders are parties to a certain Option to Lease dated February 1, 2021 (the “Option Agreement”).
- B. CIC and Option Holder wish to modify certain provisions of the Option Agreement to extend the term of the option as more fully described below.
- C. The parties hereto desire to set forth herein the terms and conditions of their agreements and understandings with respect to the foregoing.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIC and Option Holder, intending legally to be bound, hereby agree as follows:

- 1. Definitions. Terms used and not defined in this First Amendment shall have the meaning given in the Option Agreement. This First Amendment and the Option Agreement will be collectively referred to as the “Agreement”.
- 2. Term. Section 3 of the Option Agreement is hereby deleted in its entirety and replaced with the following:
  - 3. Term of Option. This Option shall commence on the date hereof and shall continue in full force and effect until February 1, 2026 (the “Termination Date”), subject to the provisions of this Agreement. Unless Option Holder has exercised its right under Section 5 of the Agreement, upon the Termination Date, this Option shall immediately and automatically terminate unless extended by mutual written agreement of CIC and Option Holder.
- 3. Validity and Enforceability. The parties hereto confirm the continuing validity and enforceability of the Agreement. This provision shall be construed to further amend the Agreement to the extent necessary so as to give effect to the other provisions of this First Amendment. The Agreement remains in full force and effect.

4. Counterpart. This First Amendment may be executed in counterparts, all of which shall be treated as a single document binding on all parties hereto.
5. Further Assurances. The parties agree to cooperate in good faith to effect any further amendments to the Agreement and to take such other steps as may be necessary or appropriate in order to more fully reflect and further evidence this First Amendment.

[Signature page to follow]

CIC and Option Holder each has caused its duly authorized representative to enter into this First Amendment on its behalf.

CIC:

BEXLEY COMMUNITY IMPROVEMENT CORPORATION

By: Nathan V. Green  
Nathan V. Green, Chair

OPTION HOLDER:

THE COMMUNITY BUILDERS, INC.

By: \_\_\_\_\_  
George Tabit, Authorized Agent