


OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made on the Effective Date (defined below in Section 14) by and between GRAND COMMUNITIES, LLC, a Kentucky limited liability company ("Buyer") and JOSEPH BENTON HEDGES, an unmarried individual, and BARBARA ANN HEDGES ARTHURS and ANDY ARTHURS, a married couple, together with all of their rights and interests and conveying one hundred percent (100%) of the Real Estate as set forth herein, ("Seller") (collectively "Parties"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **OPTION.** For the Option Money Payments (defined below in Section 2), Seller gives and grants to Buyer the exclusive right and option ("Option") to purchase the following Real Estate (defined below in this Section 1):
 - a. **Real Estate.** 57.3 +/- acres more or less, comprised of 3 parcels being: (i) part of PID D12-0-001-00-074-00; (ii) all of PID D12-0-001-00-075-00 and (iii) all of PID D13-0-030-00-114-00, 11754 Circleville Ave, Ashville, Pickaway County, Ohio, and being a portion of the property conveyed to Seller by Deed dated April 11, 2011 and recorded April 15, 2011 in Book 652, Page 447 in the Pickaway County Recorder's Office ("Real Estate"). The Real Estate includes all rights, title and interests to: rights, ways, privileges, easements, escrows, structures, fixtures, systems, improvements, topsoil, trees, timber, landscaping, crops, plants, minerals (including oil and gas), entitlements, development rights, strips, gores, streets, alleys, ways adjoining or crossing the Real Estate, taps and other rights arising from, appertaining to or benefiting the Real Estate. The Real Estate is outlined in blue on the Aerial Map attached hereto as Exhibit A. The Real Estate Legal Description is attached hereto as Exhibit B.
2. **OPTION PERIOD.** To exercise its Option, Buyer shall deliver to Seller written notice of such exercise on or before the expiration of the Option Period (original Option Period as may be extended "Option Period"). Buyer may elect to extend the Option Period by making said election prior to the expiration of the then current period and making an additional option money payment as shown below (option money payments collectively "Option Money Payments"). If Buyer exercises its Option, this Agreement shall automatically become a contract for the purchase and sale of the Real Estate per this Agreement.
 - a. **Option Period.** The Option Period shall commence upon the Effective Date and expire at midnight 3 calendar months thereafter. By 5 business days after the Effective Date, Buyer shall deliver to Seller the option money payment of [REDACTED].
 - b. **Option Period Extension No. 1.** Option Period Extension No. 1 shall commence upon the expiration date of the Option Period and expire at midnight 6 calendar months thereafter ("Option Period Extension No. 1"). The additional option money payment required for Option Period Extension No. 1 shall be [REDACTED].
 - c. **Option Period Extension No. 2.** Option Period Extension No. 2 shall commence upon the expiration date of Option Period Extension No. 1 and expire at midnight 4 calendar months thereafter ("Option Period Extension No. 2"). The additional option money payment required for Option Period Extension No. 2 shall be [REDACTED].
 - d. **Option Period Extension No. 3.** Option Period Extension No. 3 shall commence upon the expiration date of Option Period Extension No. 2 and expire at midnight 3 calendar months thereafter ("Option Period Extension No. 3"). The additional option money payment required for Option Period Extension No. 3 shall be [REDACTED].
3. **OPTION MONEY PAYMENTS.** If Buyer exercises its Option, the Option Money Payments shall be credited toward the Purchase Price (defined below in Section 4) at Closing (defined below in Section 5). If Buyer elects to terminate the Agreement during the original Option Period, the Option Money

instance the Deposit shall be immediately returned to Buyer, less \$3,000.00 of the Deposit as consideration for entering into this Agreement, and the Parties shall be relieved of any further rights or liabilities hereunder at law or in equity.

- b. **Survey.** By December 31, 2021, Seller shall obtain a survey and legal description of the Real Estate and shall provide Buyer with such survey and legal description within 5 calendar days of receipt of same ("Survey"). Such survey shall be to Buyer's satisfaction, in its sole discretion and Buyer shall select the exact number of acres, boundary lines and orientation of the Real Estate in its sole discretion to be reflected in the Survey. At Closing, Buyer shall reimburse Seller \$2,000.00, representing half the cost of the Survey.

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8. **PLAN APPROVALS.** During the Option Period, Buyer may apply for certain plan approvals for the development of the Real Estate as a residential community, at Buyer's expense. Seller grants to Buyer the right to develop and present plans that include the Real Estate for annexation, zoning, subdivision and other development approvals. Seller also grants to Buyer the right to receive, accept and agree to zoning and other development approvals and permits. Seller shall cooperate with Buyer and execute any necessary applications or documents required for Buyer to receive such approvals and permits.

9. **LICENSE/EASEMENTS/ACCESS.**

- a. **Buyer License.** Upon the Effective Date, Seller grants to Buyer a non-exclusive right of way and license in, on, over, under and across the Real Estate to conduct its review of the Real Estate, including but not limited to engineering work, geotechnical analysis and collection of other necessary data for development ("License"). Also, If Buyer closes upon the Real Estate in more than one closing, Seller grants such License in, on, over, under and across the entire Real Estate during the Option Period for the following purposes: (i) clearing and grubbing; (ii) removal of underground storage tanks and remediation, testing, soil removal, disposal and transportation associated therewith, (iii) grading per the approved grading plans and (iv) site work and other infrastructure. Buyer may complete demolition of any structures, in its sole discretion, following Closing. In exercising its License, Buyer shall not cause permanent damage to the Real Estate and shall restore any disturbed areas to the pre-damage condition. Also, Buyer shall indemnify and hold Seller harmless from any and all obligations, claims, demands, liens or encumbrances, including costs and expenses and attorney fees, arising from any acts or omissions of Buyer, its agents, servants and employees, in exercising its License rights. Notwithstanding the foregoing, such indemnification shall not extend to the discovery or disturbance of pre-existing hazardous materials (defined below in Section 11).
- b. **Buyer Easements.** Upon the Effective Date, Seller shall execute all rights of way and easement documents reasonably requested by Buyer to effectuate the intent of this Agreement ("Easements"). Such Easements shall be on Buyer's form and at Buyer's expense.
- c. **Seller Access.** If Buyer closes upon the Real Estate in more than one closing, Buyer shall complete staged development of the Real Estate in such a manner so that no remaining unclosed portions of the Real Estate are landlocked or inaccessible to utilities. If Buyer fails to close upon all portions of the Real Estate, Buyer shall provide Seller easements for ingress, egress, street and utility line purposes across portions of the Real Estate acquired by Buyer for the purpose of street and utility line access. Such easements shall be on Buyer's form and in accordance with approved site plans for the development of the Real Estate.

10. **IMPROVEMENTS/RISK OF LOSS.** Until Closing and transfer of possession of the Real Estate, Seller shall maintain the Real Estate and any improvements thereon in substantially the same condition existing as of the Effective Date. The Parties agree and acknowledge there currently exists a home and barn on the Real Estate. The Parties agree and acknowledge such structures are being purchased "as-is" and any such damage that may occur to either structure prior to the date of Closing, so long as it is not due to any intentional act of Seller, shall be accepted by Buyer and shall not cause this Agreement

IN WITNESS THEREOF, the Parties have hereunto set their hands the day and year set forth below.

SELLER:

Kantara A. Arthurs POA Joseph Benton Hedges, Witness: Cassandra Newberry
By: Joseph Benton Hedges, Individually
Date: 11-21-21

Kantara A. (Judge) Arthurs Witness: Cassandra Newberry
By: Barbara Ann Hedges Arthurs, Individually
Date: 11-21-21

[Signature] Witness: Cassandra Newberry
By: Andy Arthurs, Individually
Date: 11-21-21

BUYER: GRAND COMMUNITIES, LLC, a Kentucky limited liability company

[Signature] Witness: [Signature]
By: Todd E. Huss
Its: President
Date: 12-2-2021