

ATTACHMENT A

Contract No. _____

Property: 1720 Race St.

LEASE AGREEMENT
(triple net)

This Lease Agreement ("**Lease**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Suite 122, Cincinnati, OH 45202; Attention: Real Estate (the "**City**"), and **Findlay Ops LLC**, an Ohio limited liability company (a wholly owned subsidiary of The Corporation for Findlay Market of Cincinnati, an Ohio not for profit corporation), with offices at 1826 Race St., Cincinnati, OH 45202 (dba The Corporation for Findlay Market) ("**Lessee**").

Recitals:

A. The City owns the property commonly known as 1720 Race St., Cincinnati, Ohio 45202, which is designated as Hamilton County, Ohio tax parcel 0094-0008-0199, 0200 & 201 cons., and which is more particularly described on Exhibit A hereto (the "**Leased Premises**"), which is under the management and control of the Cincinnati City Manager's Office ("**CMO**").

B. Lessee desires to lease the Leased Premises for the purposes of housing maintenance operations and operating the Findlay Market Shopping app program for the nearby Findlay Market, a public market in the Over-the-Rhine district of Cincinnati.

C. Lessee has petitioned to enter a lease with the City for the Leased Premises, which the City is agreeable to on the terms and conditions set forth herein.

E. The City has determined that the Leased Premises are not currently needed for any municipal purposes.

F. The fair market rental value of the Leased Premises is \$26,000.00 per year, as determined by an appraisal by the City's Real Estate Services Division; however, the City has agreed to lease the Leased Premises to Lessee at the rate of \$1.00 per year as the City is expected to receive economic and non-economic benefits that equal or exceed the appraised rental value from Lessee's Lease of the Leased Premises and support of Findlay Market.

G. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) the City desires to lease the Leased Premises to Lessee for the purpose of supporting the operation of the Findlay Market, and (ii) it is in the interest of the City to support the operations of the Findlay Market as it is a long standing and cherished institution in the City of Cincinnati.

H. The Cincinnati City Planning Commission ("**CPC**") has approved this Lease and the relevant use of the property at its meeting on February 20, 2026.

I. Cincinnati City Council has authorized the execution of this Lease by Ordinance No. _____, passed on _____, 2026.

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein

granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the inspection, maintenance, repair, replacement and removal thereof. Lessee shall not take any action within the Leased Premises which may disrupt, damage or create a hazard to any utility installations or infrastructure within the Leased Premises, or which would impede or obstruct access to said installations or infrastructure. If Lessee undertakes any action that does so disrupt, damage, create a hazard to, or impeded access to any utility installations or infrastructure, or which would interfere with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

2. Term.

(A) Term. The term of this Lease (the "Term") shall commence on _____ (also referred to herein as the "**Commencement Date**") and shall continue until the date which is fifty-five (55) years thereafter, unless extended or sooner terminated as herein provided.

(B) Renewal. Provided that this Lease is in good standing, and Lessee is not in default under any of the terms herein, Lessee shall have the option to extend the Term for two additional periods of ten (10) years each (each additional period being a "Renewal Term").

(C) City's Early Termination Rights. If Lessee has not commenced physical rehabilitation of the Leased Premises within two (2) years after the Commencement Date, the City shall have the right to terminate this Lease at any time thereafter (until such time that Lessee has commenced such physical rehabilitation), by giving Lessee no less than 60 days prior written notice. In the event that a notice of termination of this Lease has been so delivered to Lessee for Lessee's failure to commence construction, Lessee shall not thereafter commence construction and any such commencement attempted after delivery of the notice shall not affect the termination.

3. Monthly Base Rent.

(A) Monthly Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Base Rent**" in the amount of **\$1.00** annually, which shall be payable on or before each anniversary of the Commencement Date, without notice or setoff. Lessee may, at its option, pre-pay all Base Rent through the balance of the initial Term.

(B) Late Payment; Place of Payment. If the Term of this Lease is terminated early for any reason the City shall not be required to refund any portion of the prepaid Base Rent. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. Lessee shall use the Leased Premises solely for the purposes of housing maintenance operations for the Findlay Market and operating the Findlay Market Shopping app program (the "**Permitted Use**") and for no other purpose, without the prior written consent of the City. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, including, without limitation, wrecked vehicles, or parts thereof, other than those necessary for the Permitted Use.

5. Utilities; Real Estate Taxes; Other Expenses. During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term, or any Renewal Term, of this Lease.

6. Maintenance and Repairs. Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs, and sidewalks within the Leased Premises. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of CMO (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.

7. Alterations.

(A) Alterations. Lessee, at its sole expense, shall install such curb ramps, blockades, signage, and other improvements as may be reasonably required from time to time by the Cincinnati Department of Transportation and Engineering. Lessee shall not make any alterations or improvements to the Leased Premises or place any equipment, furnishings, barriers or other obstructions on the Leased Premises which would inhibit the City's access to the Leased Premises without prior written consent of the City. Lessee, through a licensed contractor, shall obtain all required permits from the City prior to constructing any improvements within the Leased Premises. Before a permit can be issued, Lessee's licensed contractor must supply two sets of plans to the City for approval showing the location of the proposed improvements.

(B) No Liens. Lessee shall not permit any mechanics' liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(C) Compliance with Laws. Lessee shall obtain all necessary local, state or federal permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements. This Lease shall not be construed as an authorization or approval to commence any construction, installation, or other work on the Leased Premises without obtaining the requisite permits.

(D) Ownership of Improvements. Throughout the Term, Lessee shall be deemed to be the owner of the improvements for federal income tax purposes (by way of clarification, this provision shall mean the improvements only and Lessee's interest in the land shall be only the leasehold interest created under this Lease), and the parties hereto shall take no position to the contrary.

8. Information and Reports. Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee's Records and Reports relating to the Leased Premises.

9. Insurance; Indemnification.

(A) Insurance. Throughout the Term, Lessee shall maintain (or cause to be maintained): (i) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City of Cincinnati as an additional insured; (ii) worker's compensation insurance in the amount required under Ohio law, (iii) umbrella or excess liability insurance in the amount of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate; (iv) commercial property insurance for the full replacement value of the Leased Premises; (v) insurance on any and all equipment and other personal property of Lessee from time to time kept on the Leased Premises; and (vi) such additional insurance as the City or its risk advisors may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

10. Casualty. If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Leased Premises was in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall be liable for any deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by the City. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises is being repaired or restored.

11. Default. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City; provided that, if a non-monetary default cannot reasonably be cured within said thirty (30) day period, Lessee shall have such additional time as is reasonably necessary provided that it has commenced such cure within said thirty (30) day period and is diligently pursuing the same to completion (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a

written notice of termination to Lessee. Notwithstanding the foregoing, Lessee shall have no additional opportunity to cure for a failure to commence construction after receipt of notice regarding the same as described in Section 2(C). Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

Notwithstanding the City's termination rights provided for in this Section 11, prior to exercising such termination rights the City shall provide each Permitted Mortgagee with notice and an opportunity to cure as described in 15(b) below. Such opportunity to cure by Permitted Mortgagees shall not apply in the event the Lease is terminated for a failure to commence construction as described in Section 2(C).

12. Notices. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

13. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to one hundred fifty percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. Lessee shall not be obligated to remove any improvements to the Leased Premises upon expiration or termination of this Lease. If Lessee fails to remove any items of personal property from the Leased Premises, such items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand.

14. Assignment and Sublease. Lessee shall not assign its interests under this Lease without the prior written consent of the City, and any attempt by Lessee to so assign its interest shall be null and void.

15. Permitted Leasehold Mortgages.

(a) Permitted Mortgages. The parties acknowledge and agree that (i) Lessee has obtained or will obtain one or more loans in connection with the redevelopment of the Leased Premises, and (ii) following the parties' execution of this Lease, Lessee may grant, with respect to Lessee's leasehold interests in the Leased Premises, that certain mortgages, assignment of leases and rents, security

agreements and fixture filing (each a “**Permitted Mortgage**”) in favor of Lessee’s lenders (each a “**Permitted Mortgagee**”), provided that, Lessee shall promptly provide notice of any Permitted Mortgage and a mailing address of any Permitted Mortgagee prior to the filing thereof, and that at the end of the Term, Lessee shall surrender the Leased Premises to the City free and clear of all Permitted Mortgages.

(b) Notice to Permitted Mortgagees and Opportunity to Cure. If the City sends a notice of default to Lessee under this Lease and intends to exercise any right it may have under this Lease to terminate this Lease by reason of such default, the City shall, prior to exercising such right, send a copy of such notice of default to each Permitted Mortgagee at the address provided to the City. The City shall send notices to the Permitted Mortgagees in the same manner in which the City sends notices to Lessee under this Lease. Notwithstanding anything in Section 11 (*Default*) above to the contrary, the City shall permit each Permitted Mortgagee a reasonable opportunity to cure Lessee’s default (except if the termination is for a failure to commence construction as described in Section 2(C)); provided, however, that if the Permitted Mortgagee has not notified the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default (by way of instituting foreclosure proceedings or otherwise), or if the Permitted Mortgagee notifies the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default but the Permitted Mortgagee fails to completely cure the default to the City’s reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Lease. Nothing in this Lease shall be construed as requiring any Permitted Mortgagee to cure defaults of Lessee under this Lease. If the nature of the default is such that the Permitted Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City’s prior written approval and shall perform such work in accordance with all Legal Requirements.

(c) Lessee’s Default under Permitted Mortgages. If Lessee receives a notice of default from any Permitted Mortgagee, Lessee shall promptly send a copy of each such notice to the City. If, as a result of Lessee’s default under a Permitted Mortgage, the Permitted Mortgagee exercises any right that it may have under the Permitted Mortgage to institute foreclosure proceedings, the acquisition of Lessee’s leasehold estate by the Permitted Mortgagee or purchaser at foreclosure shall not be effective unless and until (i) if Lessee is then in default under this Lease, all rent and other amounts then owed by Lessee under this Lease shall have been paid and all nonmonetary defaults under this Lease that are capable of being cured shall have been cured; and (ii) the City shall have received a copy of the fully executed instrument evidencing such acquisition containing an express assumption by the Permitted Mortgagee or purchaser at foreclosure of all of Lessee’s obligations and liability under this Lease. The City may waive any or all of such requirements in the preceding sentence at its sole discretion. Lessee shall reimburse the City for any and all out-of-pocket costs incurred by the City in connection with any such mortgage foreclosure.

(d) Subordination of City’s Rights of Distraint with Respect to Lessee’s Personal Property. Notwithstanding any existing or future statute, law or rule of law to the contrary, the City hereby agrees that any rights of distraint arising in favor of the City under this Lease to any machinery, equipment, apparatus, appliances, goods, chattels and any other personal property located upon the Leased Premises or any portion thereof and belonging to Lessee shall be subject and subordinate to the rights of any holder of a Permitted Mortgage. Although the foregoing subordination shall be self-operative without the necessity for any further instrument or document, the City hereby agrees, upon written request from Lessee, to furnish written confirmation thereof to Lessee and any vendor, supplier, holder of a security interest in Lessee’s property, or any other third party designated by Lessee.

(e) City’s Transfer of its Interest in the Leased Premises. If during the Term of this Lease the City sells or otherwise transfers its interest in the Leased Premises to a third party, such sale or transfer shall be subject to this Lease and to the rights of each Permitted Mortgagee hereunder.

16. Estoppel Certificates. Within 30 days after written request from the other party (or, with respect to certificates from the City, within such longer period of time as may be reasonably needed in order to obtain all required governmental authorizations and signatures), each party shall execute and deliver to the requesting party an estoppel certificate (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating

the modifications), (b) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Lease, and, if so, specifying the nature of such default, and (c) covering such other matters pertaining to this Lease as the requesting party may reasonably request.

17. General Provisions.

(A) Entire Agreement. This Lease (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office. At the request of either party, the parties shall execute a memorandum of lease for recording purposes in substantially the form attached hereto as Exhibit [] (*Form of Memorandum of Lease*).

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Lease.

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

16. Additional Conditions from City's Coordinated Report (CR#93-2025). Lessee shall comply with the following additional terms and conditions as directed by the indicated City department or affiliate:

(A) Cincinnati Department of Transportation and Engineering ("DOTE"):

- i. Lessee shall provide and maintain not less than four feet of clearance between the front face of the steps of the Leased Premises and the street tree well opening.

(B) Cincinnati Buildings and Inspections ("B&I")

- i. Lessee shall have created a consolidation plat which plat shall consolidate tax parcels 0094-0008-0199, 0094-0008-0200 and 0094-0008-0201 into one legal description. The City shall reasonably cooperate in the execution of said consolidation plat. No permits for construction or alteration will be issued prior to the completion of such consolidation.

17. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description – Leased Premises*
Exhibit B - *Form of Memorandum of Lease*

[SIGNATURE PAGES FOLLOW]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

Findlay Ops LLC, an Ohio limited liability company

By: The Corporation for Findlay Market of Cincinnati,
an Ohio non-profit corporation, its sole member

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, the _____ of The Corporation for Findlay Market of Cincinnati, an Ohio non-profit corporation, the sole member of **Findlay Ops LLC**, an Ohio limited liability company, on behalf of the same.

Notary Public
My commission expires: _____

[CITY SIGNATURE PAGE FOLLOWS]

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, the _____ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Approved by:

Cincinnati City Manager's Office

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
_____, City Finance Director

EXHIBIT A

Legal Description – Leased Premises

Situate, lying an being in Section 13, Town 3, Fractional Range 2, Mill Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio, and being a part of Findlay and Garrard's Subdivision, as recoded in Deed Book 47, Page 319, Hamilton County Recorder's Office, and being more particularly described as follows:

From the intersection of the southerly line of Elder Street (a 50 foot street) and the easterly line of Race Street (a 66 foot street) measure South 16° 05' East, along the said easterly line of Race Street, a distance of 134.48 feet for the place of beginning; thence continuing south 16° 05' East, along said easterly line of Race Street, a distance of 60.45 feet; thence North 73° 47' 50" East along a line parallel to the said southerly line of Elder Street, a distance of 118.55 feet to a point in the westerly line of Goose Alley (a 12 foot alley); thence North 15° 59' 30" West, along the said westerly line of Goose Alley, a distance of 60.45 feet; thence South 73° 47' 50" West, along a line parallel to the southerly line of Elder Street, a distance of 118.65 feet to the place of beginning. Containing 7,169 square feet.

EXHIBIT B
Form of Memorandum of Lease

SEE ATTACHED

----- space above for recording -----

MEMORANDUM OF LEASE

(Lease – Corporation for Findlay Market – 55 years)

This Memorandum of Lease is executed this ____ day of _____, 2026, by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), and **FINDLAY OPS LLC**, an Ohio limited liability company, with offices at 1826 Race St., Cincinnati, OH 45202 (dba The Corporation for Findlay Market) ("**Ground Lessee**").

1. By virtue of instruments recorded in Official Record _____, Page _____, in the Hamilton County, Ohio Recorder's Office, the City owns certain real property located at 1720 Race Street in the Over-the-Rhine neighborhood of Cincinnati, which property is depicted and more particularly described on Exhibit A (*Legal Description*) hereto (the "**Premises**").
2. The City and Lessee entered into a certain *Lease* on _____, 2026 (the "**Lease**"), pursuant to which the City leases the Premises to Lessee.
3. The term of the Lease commenced on the date set forth in paragraph 2 above ("**Commencement Date**") and expires fifty-five (55) years thereafter (unless earlier terminated in accordance with the terms of the Lease). The Lessee has two (2) options to further extend the term of the lease by additional periods of ten (10) years each.
4. If Lessee has not commenced physical rehabilitation of the Premises within two (2) years after the Commencement Date, the City shall have the right to terminate this Lease at any time thereafter (until such time that Lessee has commenced such physical rehabilitation), by giving Lessee no less than 60 days prior written notice.
5. This Memorandum of Lease is executed solely for recording purposes, and nothing herein shall be deemed as modifying any of the terms or conditions of the Lease.

[Signatures on Next Page]

CITY OF CINCINNATI

FINDLAY OPS LLC, an Ohio limited liability company

By: _____
Sheryl M. M. Long, City Manager

By: The Corporation for Findlay Market of Cincinnati,
an Ohio nonprofit corporation, its sole member

By: _____
Name:
Title:

Approved as to Form:

Assistant City Solicitor

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Sheryl M. M. Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ the _____ of **The Corporation for Findlay Market of Cincinnati**, an Ohio nonprofit corporation, the sole member of Findlay Ops LLC, an Ohio limited liability company, on behalf of such entities.

Notary Public
My commission expires: _____

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, Ohio 45202

Exhibits:
Exhibit A– *Legal Description*

Exhibit A
to Memorandum of Lease

Legal Description

Situate, lying and being in Section 13, Town 3, Fractional Range 2, Mill Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio, and being a part of Findlay and Garrard's Subdivision, as recoded in Deed Book 47, Page 319, Hamilton County Recorder's Office, and being more particularly described as follows:

From the intersection of the southerly line of Elder Street (a 50 foot street) and the easterly line of Race Street (a 66 foot street) measure South 16° 05' East, along the said easterly line of Race Street, a distance of 134.48 feet for the place of beginning; thence continuing south 16° 05' East, along said easterly line of Race Street, a distance of 60.45 feet; thence North 73° 47' 50" East along a line parallel to the said southerly line of Elder Street, a distance of 118.55 feet to a point in the westerly line of Goose Alley (a 12 foot alley); thence North 15° 59' 30" West, along the said westerly line of Goose Alley, a distance of 60.45 feet; thence South 73° 47' 50" West, along a line parallel to the southerly line of Elder Street, a distance of 118.65 feet to the place of beginning. Containing 7,169 square feet.