

ATTACHMENT A

Contract No. _____

Property: Banks Lot 18

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, Cincinnati, OH 45202 (the "**City**"), and **Legends at Freedom Park, LLC**, an Ohio limited liability company, with offices at 3825 Edwards Road, Suite 200, Cincinnati OH, 45209 ("**Lessee**").

Recitals:

A. The City owns a tract of vacant land, being approximately 0.667 acres located between Freedom Way and Theodore M. Barry Way in the area commonly referred to as "The Banks" in the Central Business District of Cincinnati, which land is designated as Hamilton County, Ohio tax parcel 0083-0007-0032, and which is further described on Exhibit A (Legal Description – Leased Premises) hereto (the "**Leased Premises**"), which is under the management and control of the Cincinnati Board of Park Commissioners (the "**Park Board**").

B. Lessee desires to lease the Leased Premises for the purposes of constructing and operating a miniature golf course on the Leased Premises.

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.

D. The City has determined that the Leased Premises are not currently needed for transportation or other municipal purposes.

E. The fair market rental value of the Leased Premises is \$145,200.00 per year, as determined by an appraisal by the City's Real Estate Services Division.

F. Because the City desires to bring more entertainment attractions to The Banks, and Lessee's planned use of the Leased Premises will contribute to this desire and put the Leased Premises into more active use, the City has determined to lease the Leased Premises to Lessee for One Dollar (\$1.00) annually.

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 bring more entertainment attractions to the area surrounding the Leased Premises, (ii) Lessee will make a substantial investment into activating the Leased Premises and will contribute to the aforementioned desire of the City and (iii) Lessee, or its affiliate, is an established business in the area of the Leased Premises and owns a property adjacent to the Leased Premises, and is uniquely suited to put the Leased Premises into a more active use which contributes to the goals of the City to improve and activate The Banks.

H. The Cincinnati City Planning Commission ("**CPC**") has approved this Lease and the relevant use of the property at its meeting on July 17, 2026.

I. The Park Board approved this Lease at its meeting on _____, 2026

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

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. If Lessee undertakes any action that interferes 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, the applicable utility provider 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 shall commence on the Effective Date of this Lease (also referred to herein as the "**Commencement Date**") and shall continue for a period of three (3) years after the Rent Commencement Date as defined below (the "**Initial Term**"), unless extended or sooner terminated as herein provided. Notwithstanding the foregoing, Lessee's obligation to pay Base Rent shall begin on the earlier of (i) the date Lessee opens the miniature golf course to the public for business, or (ii) March 31, 2027 (the "Rent Commencement Date").

(B) Renewal. Provided that this Lease is in good standing, and so long as the City doesn't need the Leased Premises for a municipal purpose and Lessee is not in default under any of the terms herein, the Lease may be extended for successive periods of one (1) year each (each additional period being a "**Renewal Term**", together with the Initial Term, being collectively, the "**Term**") upon the mutual written consent of City and Lessee, such consent to be provided not less than thirty (30) days prior to the expiration of the Initial Term, or the then current Renewal Term, as applicable.

3. Base Rent.

(A) Base Rent. Beginning on the Rent Commencement Date, Lessee shall pay the City "**Base Rent**" in the amount of \$1.00 for the Term, which shall be payable on or before the Rent Commencement Date, and each anniversary thereof, during the Term in advance, without notice or setoff.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to ten percent of the

amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated early for any reason (other than due to the City's desire to use the Leased Premises for a municipal purpose under paragraph 2(C) above), the City shall not be required to refund any portion of the prepaid rent for such period. 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 construction and operation of an outdoor miniature golf course (the "**Project**") which shall be open to the public at fees and rates established by Lessee (the "**Permitted Use**") and for no other purpose. 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 in violation of applicable law. 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 the temporary storage of trash and garbage which shall be contained in appropriate bins. The Permitted Use on the Leased Premises shall be conducted and operated subject to the following conditions and obligations of Lessee:

- (A) Plans Approval. Not less than sixty (60) days prior to commencement of construction of the Project, Lessee shall deliver to the City its final, professionally prepared design plans and specifications for the Project (the "**Plans and Specifications**"), which Plans and Specifications shall be consistent with the terms of this Section 4. In general accordance with the conceptual site plan attached hereto as Exhibit C, the Plans and Specifications shall show and describe the layout of the Project, including the mobile "Airstream" truck location, fencing, lighting, audio and video systems, trees and landscaping elements, electrical systems, drainage systems, sprinkler systems and other notable or necessary features or improvements as required by the Director of the City's Parks Department ("**Parks**"). Parks shall provide to Lessee a written approval or rejection of the Plans and Specifications within fifteen (15) days of receipt, and any rejection shall contain notes or explanations of revisions which must be made to meet the approval of Parks. Lessee shall not commence any construction or installation of the Project on the Leased Premises prior to receipt of written approval of the Plans and Specifications from Parks. After receiving such approval, Lessee shall not make or permit any material changes to the Plans and Specifications without the prior written consent of the City.
- (B) Prohibited Materials. Lessee shall not install or construct upon the Leased Premises any features or improvements which may release, leech, deposit or otherwise introduce perfluoroalkyl or polyfluoroalkyl substances (PFASs) onto the Leased Premises.
- (C) License Agreement. Ingress and egress to and from the Leased Premises to the public right-of-way shall be through The Filson, the property located at 25 Freedom Way, adjacent to the Leased Premises, and patrons and guests of the Project shall be permitted to use the restroom facilities of The Filson. Lessee shall have executed a license, easement or other written agreement with the owners of The Filson to establish such ingress and egress and restroom usage, which agreement shall be assignable to any other entity which may acquire this Lease or the rights granted to Lessee hereunder, and shall provide a copy of such agreement to the City.
- (D) Design. The Project shall be designed and constructed as a top end establishment, operated in a first class manner, and utilizing high-quality materials, finishes, landscaping, lighting, and amenities, with an overall aesthetic and guest experience comparable to nationally recognized upscale miniature golf concepts, including, by way of example and not limitation, the PopStroke franchise and other similar high-end miniature golf venues operating throughout the United States.
- (E) Hours of Operation. The Project shall be open for business from the minimum hours of Sunday through Thursday 12:00 PM to 8:00 PM, Friday and Saturday 12:00 PM to 10:00 PM, year round, but shall not be required to be open on federal holidays or when

sustainable levels of business could not be reasonably expected due to weather conditions. The hours of operation may be revised upon written consent of the City.

- (F) Fencing. Lessee shall install fencing around the Project, which fencing shall be aesthetically fitting and of a type and nature expected of businesses in the area. Additionally, Lessee shall be permitted to install music and televisions within the Leased Premises provided that the same are operated in such a manner so as not to unreasonably disturb or disrupt neighboring businesses or the enjoyment of nearby public spaces
- (G) Food and Beverages. Lessee may permit guests and patrons to bring outside food and beverages for consumption on the Leased Premises.
- (H) Liquor License. The City consents to Lessee either (i) applying for a liquor license over the Leased Premises, or (ii) causing the existing liquor license of the Filson to be expanded to include the Leased Premises. The City shall not assist with either Lessee's liquor license application or an application of expansion of the Filson's liquor license. In the event that Lessee fails to obtain an additional or expanded liquor license as described, Lessee agrees that the consumption of any alcoholic beverages on the Leased Premises shall only be permitted in accordance with the rules of The Banks Designated Outdoor Refreshment Area.

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, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, 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 of this Lease.*

6. Maintenance and Repairs; Nuisances. 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 Parks. 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. Lessee shall not commit or permit any nuisance or unlawful activity in, on or about the Leased Premises, or permit the same by its employees, contractors, licensees, invitees, or guests.

7. Construction; Alterations.

(A) Pre-Commencement Requirements. Prior to commencement of construction, Lessee shall have satisfied all of the applicable obligations in Section 4, and have delivered to the City all of the following (collectively, the "**Pre-Commencement Requirements**");

- (i) Construction Schedule. Lessee shall have provided the proposed construction schedule for the Project, as the same may be amended from time to time and approved by the City
- (ii) Construction Contract; Approval of Contractors. Lessee must present (a) an executed construction contract with a general contractor for construction of the Project acceptable to the City, and (b) a list of proposed contractors and major subcontractors for the Project. Neither the proposed general contractor nor subcontractors shall be identified as being debarred on lists maintained by the City or by the federal or state governments;

(iii) Building Permit and Zoning Approvals. Lessee shall have secured all zoning and permitting approvals necessary to construct the Project;

(iv) Insurance. Lessee must present evidence that all insurance policies required under this Agreement have been secured;

(v) No Default. Lessee shall be in full compliance with all requirements under this Agreement

(B) Commencement of Construction. Following the City's approval of the Plans and Specifications, Lessee shall (i) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project, (ii) enter into a construction contract if not previously executed, and (iii) commence construction of the Project, on or before December 1, 2026.

(C) Construction Completion. Lessee shall cause the Project to be completed in accordance with the approved Plans and Specifications and Construction Schedule, all City of Cincinnati Building Code requirements, and in a good and workmanlike manner on or before March 15, 2027 (the "**Project Completion Date**"), as evidenced by a Certificate of Occupancy issued by the City's Department of Buildings & Inspection. Lessee shall commence operations on the Leased Premises no later than the Project Completion Date.

(D) Compliance with Applicable Laws. Lessee shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the construction of the Project, including, without limitation, those set forth on Exhibit D (Additional Requirements) hereto. The City makes no representations or other assurances to Lessee that Lessee will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(E) Contractors and Subcontractors. In performing work on the Project, Lessee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor's Performance list.

(F) Inspection of Work. During construction of the Project, the City, its employees, and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Lessee is complying with its obligations under this Lease. If the City determines that work on the Project is not in accordance with the approved Plans and Specifications or other requirements of this Lease, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment, to stop such work and order its replacement at Lessee's expense, whether or not such work has been incorporated into the Project, by giving notice of such nonconforming work to Lessee.

(G) Mechanics' Liens. Lessee shall not permit any mechanics' or other similar liens to remain on the Leased Premises during the construction of the Project. If a mechanic's lien shall at any time be filed against the Leased Premises, Lessee shall, within 30 days after notice of the filing thereof, (i) cause the same to be discharged of record or bonded off by a surety bond, or (ii) deposit the amount necessary to discharge such lien with the City, to be held in escrow pending the release of the lien.

(H) Project Information; As-Built Plans. During construction, Lessee shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

(I) 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 City. The City acknowledges that prior to the execution of this Lease, Lessee has retained Southwest Greens Golf & Grass as its contractor for the design, construction and installation of the improvements to the Leased

Premises. 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.

(J) 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.

8. Information and Reports. Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City, and its designees and auditors, 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 and the operation of the Project thereon and 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 reasonably require.

9. Insurance; Indemnification.

(A) Insurance. Until such time as all construction work associated with the Project has been completed, Lessee shall maintain, or cause to be maintained, builder's risk insurance in the amount of 100% of the value of the improvements to be constructed. 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) property insurance on any and all improvements constructed by Lessee on the Leased Premises; (v) property 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. In the event that Lessee obtains a liquor license for selling, serving or furnishing any alcoholic beverages on the Leased Premises, then Lessee shall obtain liquor liability insurance coverage in the amount of \$1,000,000 per occurrence/\$2,000,000.00 aggregate. 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 they were 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 make up the 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 (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. If Lessee's failure to perform any obligation under this lease is non-monetary and of such a nature that it cannot be reasonably cured within thirty (30) days, but Lessee undertakes to cure such failure within thirty (30) days of the notice and thereafter diligently pursues the cure to completion, then such failure shall not be a default provided that it is cured within ninety (90) days of notice. 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.

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 fair market value rent of the Leased Premises.

(B) Removal of Alterations. If Lessee has made improvements or alterations to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements or alterations, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements or alterations Lessee shall be required to remove or restore to the condition which existed prior to the Lease, to the reasonable satisfaction of the City. If Lessee fails to timely remove improvements that are designated for removal by the City and restore the Leased Premises to its condition prior to the Leases as directed by the City, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and 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. If the City incurs costs in removing Lessee's improvements and

restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City. Lessee shall, after removal of the improvements as provided above, restore and reseed the Leased Premises as a grass lot to the satisfaction of Parks, unless otherwise directed.

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. Lessee may, with the City's prior written consent, grant a collateral assignment of this Lease to any lender providing financing to Lessee.

15. 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.

(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#44-2026). Lessee shall comply with the following additional terms and conditions as directed by the indicated City department or affiliate:

(A) Cincinnati Department of City Planning and Engagement ("Planning"):

- i. Development of the Leased Premises will be subject to the approved Concept Plan and Development Program Statement for Planned Development #43, The Banks, and the review of the final plans shall be subject to approval by Planning.

17. Freedom Center Revenue Share Agreement. The Leased Premises is subject to the General Declarations of Covenants, Conditions and Restrictions recorded at Hamilton County, Ohio Official Record 11294, Page 2231, which provides to the National Underground Railroad Freedom Center (the "**Freedom Center**") approval rights over improvements to be constructed on the Leased Premises and further provides the Freedom Center the right to use the Leased Premises. In consideration for the Freedom Center's approval of the Project and its waiver of its right to use the Leased Premises for special events, the Lessee, prior to or simultaneously with the execution of this Lease, shall have entered into a donation agreement with the Freedom Center and a confidential copy of such agreement shall be provided to the City. Any default by Lessee under the agreement with the Freedom Center shall result in a default under this Lease.

- 18. Exhibits**. The following exhibits are attached hereto and made a part hereof:
- Exhibit A – *Legal Description – Leased Premises*
 - Exhibit B – *Freedom Center Acknowledgement*
 - Exhibit C – *Conceptual Site Plan*
 - Exhibit D – *Additional Requirements Exhibit*

[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**").

Legends at Freedom Park, LLC
an Ohio limited liability company

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 **Legends at Freedom Park, 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:

_____, Director
Cincinnati Park Board

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
_____, City Finance Director

EXHIBIT A
to Lease Agreement
Legal Description – Leased Premises

Situate in the State of Ohio, County of Hamilton and City of Cincinnati, and being Lot 18 of The Banks Phase IV, as numbered and delineated on the recorded plat thereof, of record in Plat Book 417, Pages 3-4, Recorder's Office, Hamilton County, Ohio.

EXHIBIT B
to Lease Agreement
Freedom Center Acknowledgement

The National Underground Railroad Freedom Center, Inc. does hereby acknowledge and consent to the execution of the foregoing Lease, and, further, waives any objection to the same or claim that the grant of the Lease to Lessee for the Permitted Use violates or conflicts with any rights which the National Underground Railroad Freedom Center, Inc., may hold relating to the Leased Premises.

National Underground Railroad Freedom Center, Inc.
an Ohio non-profit corporation

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 **National Underground Railroad Freedom Center, Inc.**, an Ohio non-profit corporation, on behalf of said corporation.

Notary Public
My commission expires: _____

EXHIBIT C to Lease Agreement *Conceptual Site Plan*



EXHIBIT D
to Lease Agreement
Additional Requirements

For purposes of this Exhibit, all references to "Developer" are hereby interpreted to be references to Lessee.

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "**Government Requirements**"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

As used herein, the following terms shall have the following meanings:

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) “**Minority Person**” means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) “**Black**” means a person having origin in the black racial group of Africa.

(d) “**Asian or Pacific Islander**” means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) “**Hispanic**” means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) “**American Indian**” or “**Alaskan Native**” means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City’s construction of public improvements to specifically benefit the Project, or the City’s sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor’s meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor’s meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared

and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) “Read Aloud in a Public Forum” means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City of Cincinnati Building Code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA’s Lead in Construction Regulations and the OEPA’s hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of

Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) Applicability. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

(e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a

conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

(f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

(N) Americans with Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including OSG, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage’s electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of

the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

(Q) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.