

Contract No: _____

Project: Convention Center Hotel

REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT (this "Agreement") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "City"), **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("Whex"), an affiliate of Cincinnati Center City Development Corporation ("3CDC"), and **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, whose address is 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("Developer").

RECITALS:

A. The City is the owner and operator of the Cincinnati Convention Center located just north of West Fifth Street ("West Fifth") at 525 Elm Street, Cincinnati, Ohio (the "Convention Center"), as shown in part on the site plan attached hereto as Exhibit A (Site Plan). As of the Effective Date, the City is completing renovations and upgrades to the Convention Center and is entering into this Agreement to facilitate the development of a new hotel, which will be connected to the existing Parking Garage (defined below) just south of West Fifth.

B. In addition to the Convention Center, the City is the owner of the following real property south of the Convention Center: (i) the West Fifth public right-of-way, which is under the management of the City's Department of Transportation and Engineering ("DOTE"), a portion of which is depicted on Exhibit A, (ii) the public right-of-way known as Home Alley ("Home Alley"), which is under the management of DOTE and which is depicted on Exhibit A; and (iii) the existing air parcel having an elevation of 573.50 feet and above, known as Hamilton County Auditor's Parcel ID: 145-0001-0450-00 and located above the Whex Property, defined below (the "Existing Air Parcel"), which is under the management of the City's Department of Community and Economic Development ("DCED") and which is depicted on Exhibit A.

C. The Existing Air Parcel was used for the operation and maintenance of a pedestrian bridge connecting the Parking Garage to the Convention Center, which pedestrian bridge was demolished prior to the Effective Date.

D. Whex is the owner of the real property located at 210 West Fourth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel IDs 145-0001-0124-00 and 145-0001-0449-00) as depicted on Exhibit A (the "Whex Property"). The Whex Property is used for the operation of a parking garage (the "Parking Garage") and Whex requires the use of a to be subdivided portion of Home Alley, being the eastern 15 feet of Home Alley, as depicted on Exhibit A ("Eastern Home Alley"), for the operation of the Parking Garage.

E. Pursuant to that certain *Development Agreement* dated on or about the date hereof by and among the City, Developer, and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio (the "Development Agreement"), Developer has agreed to construct a new hotel to serve the Convention Center (the "Hotel") on the following parcels of real estate: (i) 251 West Fifth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0316-00) ("251 West Fifth"), (ii) 240 West Fourth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0102-00) ("240 West Fourth"), and (iii) a to be subdivided portion of Home Alley, being the western 5 feet of Home Alley ("Western Home Alley"), all as depicted on Exhibit A (the "Hotel Project").

F. The parties agree that 251 West Fifth and 240 West Fourth are currently owned by The Port of Greater Cincinnati Development Authority, a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the “**Port**”) and that the parties hereto are entering into separate agreements with the Port and other parties (the “**Separate Agreements**”) governing the transfers of 251 West Fifth and 240 West Fourth, which will be combined and consolidated with Western Home Alley (collectively, the “**Consolidated Hotel Parcel**”) and owned in fee by Developer, upon the conclusion of the transfers set forth in this Agreement and the Separate Agreements.

G. As a part of the Hotel Project, and pursuant to the terms and conditions of the Development Agreement, Developer has agreed to construct an enclosed and elevated walkway to provide cross pedestrian access between the Hotel, the Parking Garage, and the Convention Center (the “**Skybridge**”). The Skybridge is depicted on the skybridge site plan attached hereto as Exhibit B (*Skybridge Site Plan*) and shall be constructed within a to be created air parcel, located above portions of West Fifth, the Whex Property, and Eastern Home Alley, as more particularly depicted on Exhibit B (collectively, the “**Consolidated Air Parcel**”), and that Consolidated Air Parcel will be owned in fee by Developer upon the conclusion of the transfers set forth in this Agreement and the Separate Agreements.

H. In order to facilitate creation of the Consolidated Hotel Parcel and the Consolidated Air Parcel, the parties hereto will undertake the following actions:

1. The City will transfer the Existing Air Parcel to Whex.
2. The City will vacate Home Alley as public right-of-way and transfer Home Alley to Whex.
3. The City will vacate as public right-of-way and transfer to Whex an air parcel over West Fifth as depicted on Exhibit B (the “**West Fifth Air Parcel**”).
4. Whex will subdivide the former Home Alley into Eastern Home Alley and Western Home Alley and transfer Western Home Alley to Developer (or the Port on behalf of Developer) and Whex and Developer will enter into a separate reciprocal easement agreement governing the construction, operation, and maintenance of Eastern Home Alley and Western Home Alley (the “**Ground REA**”), in substantially similar form as attached hereto as Exhibit C (*Form of Ground REA*).
5. Whex will submit a subdivision to consolidate the Whex Property, the Existing Air Parcel, Eastern Home Alley, and the West Fifth Air Parcel as one parcel and to create the Consolidated Air Parcel, as shown on Exhibit B, and Whex, Developer, and the City will enter into a separate reciprocal easement agreement governing the operation and maintenance of the Consolidated Air Parcel (the “**Skybridge REA**”), in substantially similar form as attached hereto as Exhibit D (*Form of Skybridge REA*).
6. Developer will consolidate (or cause to be consolidated) 251 West Fifth, 240 West Fourth, and Western Home Alley to create the Consolidated Hotel Parcel.
7. Whex will transfer the Consolidated Air Parcel to Developer (or the Port on behalf of Developer).

I. Additionally, to facilitate the construction and operation of the Hotel Project, including the Skybridge, the City shall enter into the following easements with Developer, as depicted on the easement site plan attached hereto as Exhibit E (*Easement Site Plan*): (i) a support column and grade beam easement on a portion of the north side of West Fifth and on a portion of the Convention Center property, as depicted on Exhibit E (collectively, the “**Column and Grade Beam Easement**”), and (ii) a canopy easement over portions of the north side of West Fourth Street and Plum Street, as depicted on Exhibit E (collectively, the “**Canopy Easement**”, and, together with the Column and Grade Beam Easement, being the “**City Easements**”). In addition, Whex and Developer shall enter into a support column easement, as

depicted on Exhibit E for the construction of the Skybridge, over a portion of the Whex Property ("Whex Column Easement").

J. The City shall vacate as public right-of-way and transfer Home Alley pursuant to Ohio Revised Code Chapter 723, which allows the legislative authority of a municipal corporation to convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

K. The City Manager, in consultation with DOTE and DCED, has determined that: (i) Home Alley is not needed for transportation or any other municipal purposes, and that the City's vacation and conveyance of Home Alley will not be detrimental to the public interest; (ii) the City's vacation and conveyance the West Fifth Air Parcel will not have an adverse effect on the City's retained interest in the West Fifth right-of-way; (iii) the City Easements will not unreasonably interfere with the City's use of the Convention Center Property, West Fifth, West Fourth, or Plum Streets for municipal purposes; (iv) granting the City Easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (v) conveying the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel to Whex without competitive bidding is in the best interest of the City because the City has developed a comprehensive strategy for the redevelopment of the area generally surrounding the Convention Center along Race Street, Central Avenue, Fourth Street, and Sixth Street (the "District"), and has engaged 3CDC by and through its affiliate 3CDC Development Manager LLC, an Ohio limited liability company, to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the District, and, as a practical matter, Whex is the only entity that can take ownership of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel in order to effectuate the construction of the Skybridge in a commercially reasonable manner.

L. The City's Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the Existing Air Parcel is \$645,000, (ii) the fair market value of Home Alley is \$250,000, (iii) the fair market value of West Fifth Air Parcel is \$95,000, (iv) the fair market value of the Column and Grade Beam Easement is \$18,900, and (v) the fair market value of the Canopy Easement is \$36,600; however, the City is agreeable to convey the aforementioned real property interests for less than fair market value; namely, for \$1.00 because the City will receive economic and non-economic benefits from the Hotel Project that are anticipated to equal or exceed the aggregate fair market value of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel and the City Easements because the City anticipates that the Hotel Project will stimulate economic activity and growth in the Central Business District through the renovation and reactivation of the vacant structure parcels and enhancing the streetscape surrounding the Central Business District, and because the general feasibility of the Hotel Project depends on such conveyance for \$1.00.

M. Section 13 of Article VIII of the Ohio Constitution provides that, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is a public interest and proper public purpose for the State or its political subdivisions to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research.

N. The City believes that the Hotel Project and associated vacation and sale of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel and grant of the City Easements is in the vital and best interests of the City and the health, safety, and welfare of their residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

O. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's transfer of the Existing Air Parcel, the vacation and transfer of Home Alley, the creation, vacation, and transfer of the West Fifth Air Parcel, and the conveyance of the City Easements, all as more particularly described herein, at its meeting on September 5, 2025, and approved the proposed development plan and final plat for the subdivision of the Whex Property, as more particularly described herein, at its meeting on October 17, 2025.

P. Execution of this Agreement was authorized by Ordinance No. ____-2026, passed by Cincinnati City Council on _____, 2026.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Prices.

- (A) Purchase Price for City Properties. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel (collectively, the “**City Properties**”) to Whex, and Whex hereby agrees to purchase the City Properties from the City for a purchase price of \$1.00 (the “**City Properties Purchase Price**”).
- (B) Purchase Price for City Easements. Subject to the terms and conditions set forth herein, the City hereby agrees to grant and convey the City Easements to Developer for a purchase price of \$1.00 (the “**City Easements Purchase Price**”; and, together with the City Properties Purchase Price, the “**Purchase Price**”).

2. Conditions. Whex and Developer, each on behalf of itself, hereby acknowledge that it is familiar with the condition of the City Properties and areas that will be subject to the City Easements, and accepts the same in “as is” condition with all faults and defects, known or unknown. The City makes no representations or warranties concerning the title, condition, or characteristics of the City Properties, areas of the City Easements, or the suitability or fitness of the same for any purpose. Whex and Developer, each on behalf of itself, hereby acknowledge and agree that it is not relying upon any such representations or warranties from the City and, from and after the closing of the real estate transactions contemplated in this Agreement (including under Section 4 hereof), as determined by the parties (the “**Closing**”), the City shall have no liability of any kind to Whex or Developer for any defects, adverse environmental condition, or any other matters affecting the City Properties or areas of the City Easements. The City’s obligations set forth herein, including the obligations to close on and complete the transfers and conveyances described herein are conditioned upon the satisfaction, as of the date of the Closing, of Whex and Developer with all terms and conditions set forth herein and in the Ground REA, Skybridge REA, and Separate Agreements (the “**Conditions**”).

3. City Easements and Conveyances.

- (A) Conveyances. The City shall take all necessary and appropriate action to: (i) transfer and quitclaim the Existing Air Parcel to Whex via quitclaim deed in substantially similar form as Exhibit F (Form of Quitclaim Deed – Existing Air Parcel) attached hereto; (ii) vacate as public right-of-way the West Fifth Air Parcel via quitclaim deed in substantially similar form as attached hereto as Exhibit G (Form of Quitclaim Deed for Vacation – West Fifth Air Parcel) attached hereto; (iii) transfer the West Fifth Air Parcel to Whex via quitclaim deed in substantially similar form as Exhibit H (Form of Quitclaim Deed to Whex– West Fifth Air Parcel) attached hereto; (iv) vacate as public right-of-way Home Alley via quitclaim deed in substantially similar form as attached hereto as Exhibit I (Form of Quitclaim Deed for Vacation – Home Alley); and (v) transfer Home Alley to Whex via quitclaim deed in substantially similar form as Exhibit J (Form of Quitclaim Deed to Whex – Home Alley) attached hereto.
- (B) Easements. The City and Developer shall execute the: (i) Column and Grade Beam Easement in substantially similar form as Exhibit K (Form of Column and Grade Beam Easement) attached hereto and (ii) Canopy Easement to Developer in substantially similar form as Exhibit L (Form of Canopy Easement) attached hereto. Whex and Developer shall execute the Whex Column Easement in substantially similar form as Exhibit N (Form of Whex Column Easement) attached hereto. Upon execution of the above-described easements, such documents shall be held in escrow until the financial closing of the Hotel Project, in which event said easements will be recorded in accordance with the agreement of the parties.

(C) Right to Terminate. If a party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other parties, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of all parties or waived in writing and for that reason the Closing has not occurred within **12 months** of the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate. Upon the occurrence of Closing, all Conditions will be deemed satisfied by the parties hereto.

(D) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place _____, 2026 or on such earlier or later date as the parties may agree upon.

(E) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Whex has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the properties described above. Whex shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Whex shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents necessary for the Closing in such forms as approved by the City. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Whex shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Whex to the City. The provisions of this Agreement shall survive the City's execution and delivery of the conveyance instruments and shall not be deemed to have been merged therein. In connection with Closing, the City shall execute and deliver to Developer an original and recordable termination agreement for the following instruments that affect the Consolidated Hotel Parcel: (i) that certain Covenant Accepting Terms and Conditions of the Decision of the Historic Conservation Board in File No. 08-2000 dated August 8, 2000 and recorded August 23, 2000 in Official Record Book 8353, Page 1794, Hamilton County, Ohio Records, including, but not limited to, Conditions to Variance granted by Historic Conservation Board on July 24, 2000 set forth therein, as may be affected by that certain Amended and Restated Covenant by and between the City of Cincinnati, an Ohio municipal corporation, and the Hamilton County Land Reutilization Corporation, an Ohio non-profit community improvement corporation, dated June 28, 2018 and recorded July 2, 2018 in Official Record Book 13701, Page 2153, Hamilton County, Ohio Records, and (ii) terms and conditions of that certain unrecorded Joint Assessment Agreement disclosed therein.

(F) Intentionally Omitted.

(G) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting Western Home Alley, that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer or Whex to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all commercially reasonable steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or

incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition; provided, however, Developer shall have no liability hereunder to the extent such Pre-existing Environmental Condition is a result of the City's gross negligence. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Hotel Project. As a material inducement to the City to enter into this Agreement, Whex does hereby agree that, with respect to any Pre-existing Environmental Condition on or otherwise affecting Eastern Home Alley, and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer or Whex to the City or otherwise obtained by the City, Whex shall (i) at no expense to the City, promptly take all commercially reasonable steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition; provided, however, Whex shall have no liability hereunder to the extent such Pre-existing Environmental Condition is a result of the City's gross negligence. Whex's remediation and indemnity obligations under this paragraph shall survive the completion of the Hotel Project.

4. Whex Subdivisions, Transfers, and Consolidations. Whex shall take all necessary and appropriate action to: (i) subdivide Home Alley into Eastern Home Alley and Western Home Alley pursuant to the subdivision plat attached hereto as Exhibit M (Form of Subdivision Plat – Home Alley), (ii) convey Western Home Alley to Developer (or the Port on behalf of Developer) via quitclaim deed, (iii) consolidate the Whex Property, Existing Air Parcel, West Fifth Air Parcel, and Eastern Home Alley, and (iv) subdivide and consolidate to create the Consolidated Air Parcel pursuant to the plat attached hereto as Exhibit O (Form of Consolidation Plat – Consolidated Air Parcel) and (v) convey the Consolidated Air Parcel to Developer (or the Port on behalf of Developer) via quitclaim deed.

5. Plats and Legal Descriptions. Developer and Whex are responsible for the creation and submittal of all plats and legal descriptions necessary to effectuate their respective vacations, subdivisions, consolidations, transfers, conveyances, and the like contemplated herein.

6. Coordinated Report Conditions CR #48-2025, CR #77-2024, CR#46-2025, CR#21-2025, CR#70-2025 This Agreement is subject to the following terms and conditions from the coordinated reports of the City:

(A) DOTE:

- i. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way (ROW). All improvements in the public ROW must be built to City standards, policies, and guidelines.
- ii. The Skybridge in its entirety shall be designed and constructed in compliance with AASHTO, ODOT, DOTE, Ohio Building Code and National Electrical Code standards, pursuant to DOTE, B&I and IBI permit approval.
- iii. The Skybridge shall be privately owned, operated and maintained in compliance with all local, state, and federal requirements.
- iv. Intentionally deleted.

- v. All metal and materials for any canopies over the right of way shall be of non-rusting or non-corroding materials so as not to stain the sidewalks, buildings or other surfaces.
- vi. Construction drawings for any building mounted canopies or structures extending into the right-of-way shall be prepared by an engineer or architect registered in the State of Ohio, and must state the design loads on the drawings.
- vii. Sidewalks must remain open and accessible to the public during installation of canopies. If any canopy installation will take longer than two hours a street use permit must be obtained from DOTE, unless otherwise covered by sidewalk construction and lane closure permits.
- viii. Awnings, canopies, marquees or signs less than 15 feet above grade shall not extend into or occupy more than two-thirds (2/3) of the width of the sidewalk.
- ix. Stanchions, columns or other supports supporting awnings, canopies, marquees or signs shall be no less than two (2) feet from the curb line, except as otherwise set forth in the Canopy Easement.

(B) Greater Cincinnati Water Works (“**GCWW**”):

- i. GCWW infrastructure within Home Alley needs to be abandoned prior to construction of the Skybridge.
- ii. [Intentionally deleted].

(C) [Intentionally deleted].

(D) [Intentionally deleted].

(E) Cincinnati Fire Department:

- i. The Skybridge and associated structures over the West Fifth Street right-of-way must be not less than 14 (fourteen) feet above grade.

(F) Buildings and Inspections (“**B&I**”):

- i. Whex and Developer shall each provide to the other no-build easements over Home Alley (except for the portions of Home Alley where the Skybridge is to be constructed) to the extent necessary to ensure maintained building code compliance.
- ii. Easements for any canopies shall not be recorded until the final consolidation of parcels in accordance with this Agreement has been completed and recorded.
- iii. A copy of any relevant easement shall be provided to B&I with the application for any permit necessary for the construction of canopies.

(G) City Planning and Engagement:

- i. All proposed construction is subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and shall require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Developer as of the Effective Date.

(H) Metropolitan Sewer District: Subject to easement reservation under Ohio Revised Code Chapter 723.041 in Exhibit I (Form of Quitclaim Deed for Vacation – Home Alley) and Exhibit J (Form of Quitclaim Deed to Whex – Home Alley).

(I) Stormwater Management Utility: All stormwater infrastructure shall become private and the maintenance and operation of the private stormwater infrastructure shall be the responsibility of Developer and Whex (as applicable).

In addition to the above stated conditions, any demolition, construction, installation, renovation or other work performed in completion of the Hotel Project, including the Skybridge, or otherwise contemplated under this Agreement shall be completed in compliance with the requirements of applicable national, state and municipal codes, and after obtaining the permits required by the same. This Agreement, or any easement or other conveyance made in accordance therewith, shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

7. Insurance; Indemnification.

(A) Insurance. Throughout construction, each of Whex and Developer shall maintain, or cause to be maintained, the following insurance, as to itself and its own construction projects only: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Developer's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Developer may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time, and; provided that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City.

(B) Waiver of Subrogation. Whex and Developer, each on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of Whex's and Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Whex and Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors or subcontractors; it being the agreement of the parties that Whex and Developer shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Whex and Developer each shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands,

judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Whex or Developer (as applicable) and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Whex or Developer (as applicable) in connection with the projects set forth herein (collectively, the “**Project**”).

8. Default; Remedies.

(A) Default. The occurrence of any of the following shall be an “**event of default**” under this Agreement:

- i. With respect to Developer, the occurrence of an “event of default” under the Development Agreement during the term of this Agreement after any applicable notice and cure period under said Development Agreement;
- ii. With respect to Whex, the failure to perform (or cause to be performed) any obligation under this Agreement, the Development Agreement, or any other Project Documents (as defined in the Development Agreement), and failure by Whex to correct such failure within thirty (30) days after Whex’s receipt of written notice thereof from the City; *provided, however,* that if the nature of the default is such that it cannot reasonably be cured within 30 days, Whex shall not be in default so long as Whex commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Whex’s receipt of the City’s initial notice of default. The foregoing notwithstanding, if Whex’s failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Whex fails to take corrective action immediately upon discovering such dangerous condition or emergency;
- iii. The dissolution of Whex, the filing of any bankruptcy or insolvency proceedings by Whex, or the making by Whex of an assignment for the benefit of creditors; or
- iv. The filing of any bankruptcy or insolvency proceedings against Whex, or the appointment of a receiver (temporary or permanent) for Whex, or the attachment of, levy upon, or seizure by legal process of any of Whex’s property, that, in each such event, is not released within 60 days after the filing thereof.

(B) Remedies. Upon the occurrence of an event of default under this Agreement by Developer, the City shall be entitled to: (i) demand immediate repayment of all funds previously disbursed under the Development Agreement, (ii) if Closing has not yet occurred, terminate Developer’s rights under this Agreement by giving Developer written notice thereof, (iii) take such actions in the way of “self-help” as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys’ fees, suffered, or incurred by the City as a result of an event of default by Developer under this Agreement or the City’s enforcement or termination of this Agreement as a result of an event of default by Developer under this Agreement. Upon the occurrence of an event of default under this Agreement by Whex, the City shall be entitled to: (i) if Closing has not yet occurred, terminate Whex’s rights under this Agreement by giving Whex written notice thereof, (ii) take such actions in the way of “self-help” as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Whex, and (iii) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Whex shall be liable for all costs and damages, including without limitation attorneys’ fees, suffered, or incurred by the City as a result of

an event of default by Whex under this Agreement or the City's enforcement or termination of this Agreement as a result of an event of default by Whex under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

(C) Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, the rights, obligations, duties, and responsibilities of Whex under this Agreement are separate from the rights, obligations, duties, and responsibilities of Developer under this Agreement and must be enforced separately. A default or event of default by Whex under this Agreement shall not constitute a default or event of default by Developer or result in the termination of this Agreement or the vested rights provided herein as to Developer. A default or event of default by Developer under this Agreement shall not constitute a default or event of default by Whex or result in the termination of this Agreement or the vested rights provided herein as to Whex.

9. Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati
805 Central Avenue, 7th Floor
Attn: DCED Director
Cincinnati, OH 45202

To Whex:

101 West Fifth LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202
Attn: Legal

To Developer:

Cincinnati CH (OH), LLC
303 Peachtree Center Avenue NE #575
Atlanta, Georgia 30303

If Whex or Developer sends a notice to the City alleging that the City is in default under this Agreement, Whex or Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

10. Whex Representations, Warranties, and Covenants. Whex makes the following representations, warranties, and covenants to induce the City to enter into this Agreement.

(A) Whex is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(B) Whex has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Whex and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Whex.

(C) The execution, delivery and performance by Whex of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Whex, or any mortgage, indenture, contract, agreement or

other undertaking to which Whex is a party or which purports to be binding upon Whex or upon any of its assets, nor is Whex in violation or default of any of the foregoing.

- (D) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Whex, threatened against or affecting Whex or any of its members, at law or in equity or before or by any governmental authority.
- (E) Whex shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Whex or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.
- (F) The statements made in the documentation provided by Whex to the City that are descriptive of Whex or the proposed development project have been reviewed by Whex and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (G) Neither Whex nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

11. Developer Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement.

- (A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has been properly qualified to do business in the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (B) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (C) The execution, delivery and performance by Developer of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (D) As of the Effective Date, there are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.
- (E) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceeding or investigation affecting Developer or any of its members that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.
- (F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the proposed development project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(G) As of the Effective Date, neither Developer nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City that are delinquent.

12. Reporting Requirements.

(A) **Submission of Records and Reports; Records Retention.** Whex and Developer, each as to itself only, shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to any public right-of-way improvements required hereunder, this Agreement, or Whex's or Developer's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of such public right-of-way improvements, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Whex and Developer and furnished to the City shall be in such form as the City may from time to time require but, notwithstanding the foregoing, may be provided by Developer in electronic format.

(B) **City's Right to Inspect and Audit.** During construction and for a reasonable period of time thereafter, such time being not less than 3 years after completion of construction, but not more frequently than once in any 6 month period, Whex and Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Whex's Records and Reports and Developer's Records and Reports, respectively. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Whex or Developer to the City, Whex or Developer (as applicable) shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

13. General Provisions.

(A) **Assignment.**

- i. **Assignments or Transfers by Whex.** Whex shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Further, prior to completion of the Hotel Project, except for the transfers set forth in this Agreement and the Separate Agreements, Whex shall not transfer or convey any right or interest in the City Properties without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.
- ii. **Assignments or Transfers by Developer Prior to Construction Completion.** Prior to Construction Completion (as defined in the Development Agreement), Developer shall not, without the prior written consent of the City, except for the transfers set forth in this Agreement and the Separate Agreements, transfer any portion of the Hotel Project or assign its rights or interests under this Agreement, other than: (a) in connection with an Estate Planning Transfer (as defined in the Development Agreement) or an Affiliate Transfer (as defined in the Development Agreement), provided that, in each case, Ambrish Baisiwala or John C. Portman IV retain control of the day-to-day management of Developer (the "**Key Executive Condition**"), (b) in connection with closing on any financing or refinancing contemplated under Section 13(F) of the Development Agreement, (c) in connection with a Foreclosure (as defined in the Development Agreement), (d) pursuant to the Hotel Management Agreement (as defined in the Development Agreement) or any Hotel Franchise Agreement (as defined in the Development Agreement), (e) in connection with entering into leases or licenses

granted in the ordinary course of Developer's business (e.g., leases of retail space in the Hotel Project), or (f) the granting of easements, restrictions, covenants or other encumbrances that are reasonably necessary for the development and operation of the Hotel Project, including, without limitation, any such easements, restrictions, covenants or other encumbrances required under applicable law (any transfer or assignment under clauses (a) through (f) is a "Permitted Transfer").

- iii. Assignments or Transfers Following Completion of Hotel Project. After Construction Completion, Developer shall not, without the prior written consent of the City, transfer any portion of the Hotel Project or assign its rights or interests under this Agreement, other than in connection with a Permitted Transfer; provided, however, that the Key Executive Condition shall no longer apply to a Permitted Transfer under Section 13(A)(ii)(a).
- iv. Change of Control. Any Change of Control (as defined in the Development Agreement), other than in connection with an Estate Planning Transfer or an Affiliate Transfer, shall require the prior written consent of the City.
- v. QREI Transfers. Notwithstanding the terms of Sections 13(A)(ii), 13(A)(iii) or 13(A)(iv) or anything to the contrary elsewhere in this Agreement, after Construction Completion, the City's consent to a QREI Transfer (as defined in the Development Agreement) will automatically be deemed given upon satisfaction of the following conditions:
 1. Developer provides the City the identity of all parties, a copy of the purchase agreement, and the organizational documents of the transferee;
 2. Developer provides the City evidence that the then-current Hotel Operator (as defined in the Development Agreement) will continue to operate the Hotel Project, or evidence that the proposed transferee has engaged a replacement Hotel Operator with a national reputation for quality of management and operation of first class "national flag" hotels;
 3. There is no event of default hereunder beyond any applicable notice and cure period; and
 4. If the QREI Transfer involves an assignment of this Agreement, Developer provides the City evidence that the transferee will assume Developer's responsibilities under this Agreement from and after the effective date of the assignment (the "**Assignment Date**") pursuant to a commercially reasonable form of assignment and assumption agreement.
- vi. Release. Upon the assignment of Developer's rights and interests under this Agreement, to the extent permitted hereunder (and, if applicable, after obtaining the written consent of the necessary counterparty or counterparties hereto), and the assumption by the assignee of all of the liabilities and obligations of Developer arising under this Agreement from and after the Assignment Date, the assignor shall be automatically released from any liabilities or obligations under this Agreement to which Developer is a party to the extent such liabilities or obligations arise from and after the Assignment Date.

(B) Entire Agreement. This Agreement (including all exhibits), together with the Development Agreement and all other Project Documents contain 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. In the event that any of the provisions of this Agreement purporting to describe specific provisions of the Development Agreement are

in conflict with the specific provisions of the Development Agreement, the specific provisions of the Development Agreement shall control.

- (C) Amendments. This Agreement may be amended only by a written amendment signed by both parties.
- (D) Governing Law. This Agreement 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 Agreement shall be brought in the Hamilton County Court of Common Pleas, and Whex and Developer agree that venue in such court is proper. Whex and Developer each hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) Effect. This Agreement 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.
- (F) Captions. The captions of the various sections and paragraphs of this Agreement 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 Agreement.
- (G) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
- (H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.
- (I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.
- (J) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.
- (K) No Brokers. The City, Developer, and Whex represent to each other that they have 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 Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement 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 officer, agent, employee, or attorney of the City in other than his or her official capacity.
- (M) Conflict of Interest. 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 shall have any personal financial interest, direct or indirect, in Whex, Developer or in the Project, and Whex and Developer shall take appropriate steps to assure compliance.
- (N) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.
- (O) Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – Site Plan
Exhibit B – Skybridge Site Plan
Exhibit C – Form of Ground REA
Exhibit D – Form of Skybridge REA
Exhibit E – Easement Site Plan
Exhibit F – Form of Quitclaim Deed – Existing Air Parcel
Exhibit G – Form of Quitclaim Deed for Vacation – West Fifth Air Parcel
Exhibit H – Form of Quitclaim Deed to Whex – West Fifth Air Parcel
Exhibit I – Form of Quitclaim Deed for Vacation – Home Alley
Exhibit J – Form of Quitclaim Deed to Whex – Home Alley
Exhibit K – Form of Column and Grade Beam Easement
Exhibit L – Form of Canopy Easement
Exhibit M – Form of Subdivision Plat – Home Alley
Exhibit N – Form of Whex Column Easement
Exhibit O – Form of Consolidation Plat – Consolidated Air Parcel

[SIGNATURE PAGES FOLLOW]

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

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

[Whex's and Developer's Signature Page Follows]

Whex Garage LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Cincinnati CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Exhibit A

to Real Estate Agreement

Site Plan
See attached.

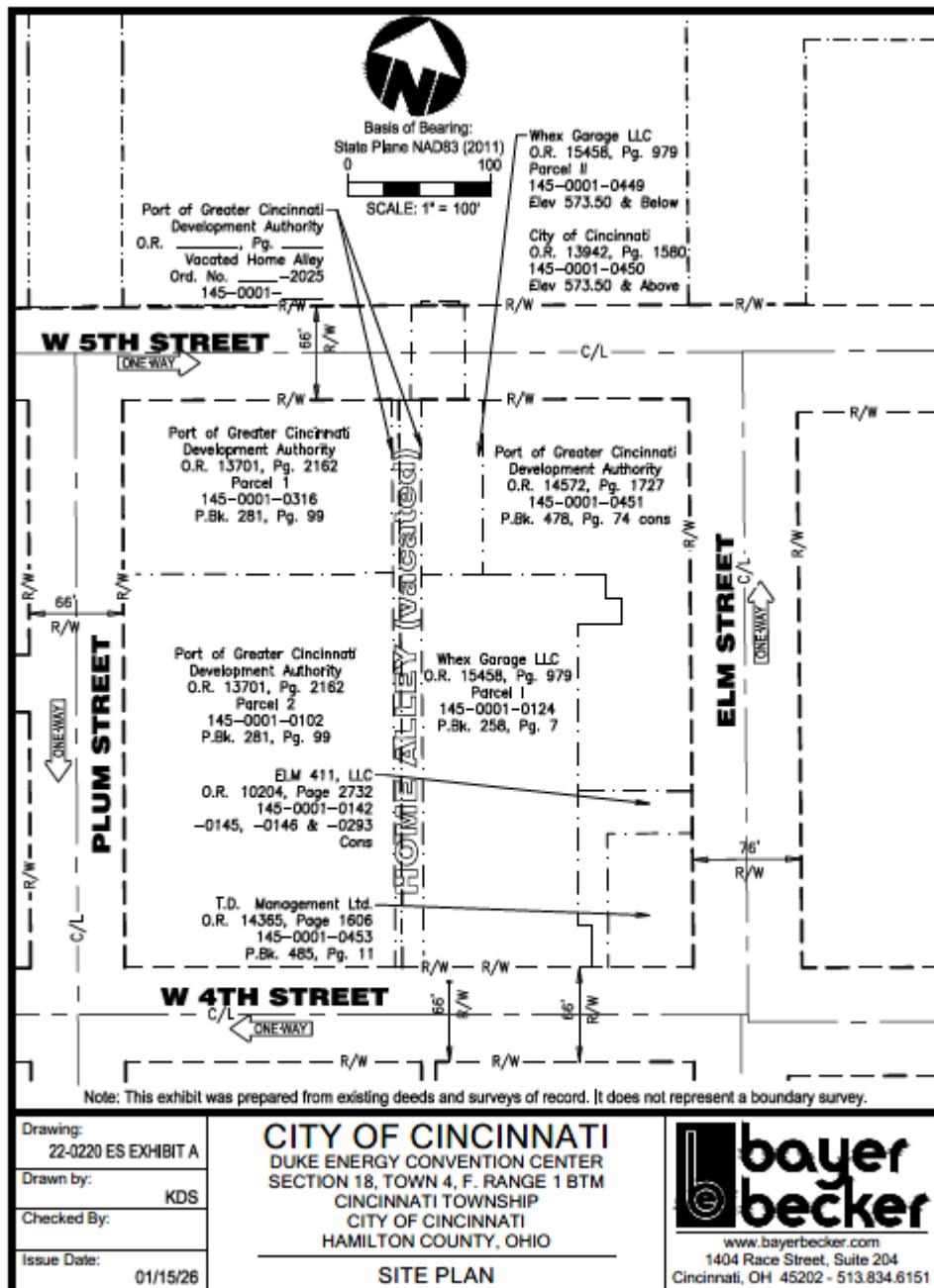


Exhibit B

to Real Estate Agreement
Skybridge Site Plan

See attached.

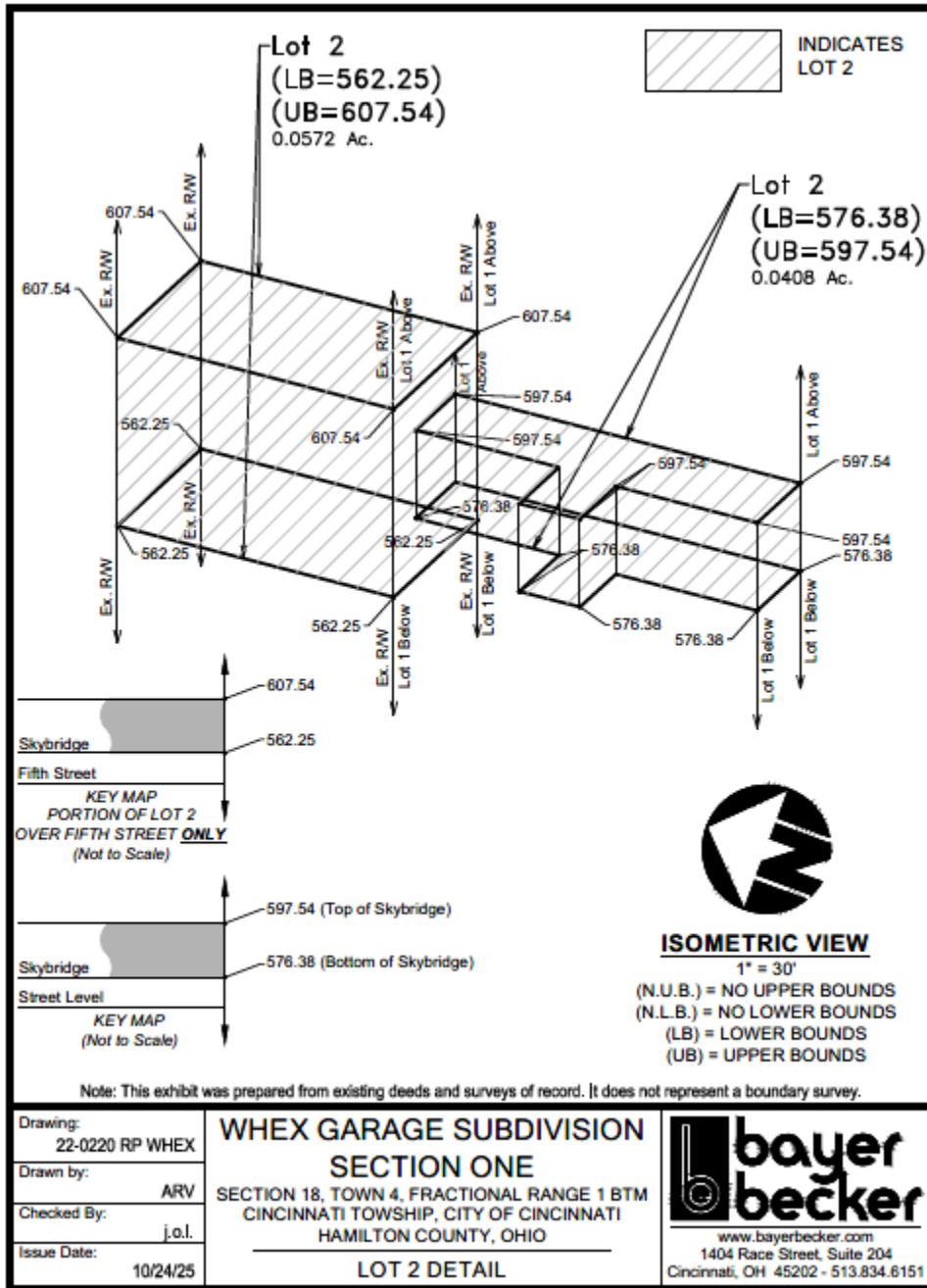


Exhibit C

to Real Estate Agreement

Form of Ground REA

[see attached]

(ABOVE LINE FOR RECORDER'S USE ONLY)

RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT (FORMER HOME ALLEY)

This **Reciprocal Covenants, Restrictions, and Easements Agreement** (“Agreement”) is hereby made as of this _____ day of _____ 2026 (“Effective Date”), by and between **Whex Garage LLC**, an Ohio limited liability company (“Whex”), whose address is 1203 Walnut Street, Fourth Floor, Cincinnati, Ohio 45202, and **Cincinnati CH (OH), LLC**, a Delaware limited liability company (“Cincinnati CH”) (collectively, the “Parties”), whose address is 303 Peachtree Center Avenue Northeast, Suite 575, Atlanta, Georgia 30303, under the following circumstances:

WHEREAS Whex owns fee title to that certain tract of real property being more particularly described on the document attached hereto and incorporated herein as **Exhibit A** (*Legal Description: Garage Property*) (“Garage Property”), upon which is situated a multi-level parking facility (“Garage”); and

WHEREAS the Garage Property contains a portion of the vacated public right-of-way formerly known as Home Alley, such portion of Home Alley being more particularly described on the document attached hereto and incorporated herein as **Exhibit B** (*Legal Description: Garage Home Alley Parcel*) and being labeled “Parcel 2” on the document attached hereto and incorporated herein as **Exhibit C** (*Depiction: Former Home Alley*) (“Garage Home Alley Parcel”); and

WHEREAS Cincinnati CH owns fee title to that certain tract of real property being more particularly described on the document attached hereto and incorporated herein as **Exhibit D** (*Legal Description: Hotel Property*) (“Hotel Property”), upon which is, or will be, constructed a convention center hotel being more particularly described below (“Hotel”); and

WHEREAS the Hotel Property contains a portion of the previously vacated public right-of-way formerly known as Home Alley, such portion of Home Alley being more particularly described on the document attached hereto and incorporated herein as **Exhibit E** (*Legal Description: Hotel Home Alley Parcel*) and being labeled “Parcel 1” on the document attached hereto and incorporated herein as **Exhibit F** (*Depiction: Former Home Alley*) (“Hotel Home Alley Parcel”); and

WHEREAS Cincinnati CH also owns fee title to that certain recently consolidated air parcel located above West Fifth Street (“Fifth Street”) and the Garage Property as depicted on the Site Plan and being more particularly described on the document attached hereto and

incorporated herein as **Exhibit G**(*Legal Description: Air Parcel*) (“Air Parcel”) and holds easement interests pursuant to the City Grant of Easements (defined below) and Whex Grant of Easements (defined below), which will all be used for the construction of an elevated and enclosed pedestrian skybridge to connect the Convention Center (defined below), the Garage, and the Hotel (“Skybridge”), pursuant to the to the permit drawings identified on **Exhibit H** (*List of Skybridge Plans*) (“Skybridge Plans”), which have been approved by Whex and the City as of the Effective Date and which may be amended from time to time with the approval of Whex and the City (via the City Manager’s Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed; and

WHEREAS the City of Cincinnati, an Ohio municipal corporation (“City”), the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio, and Cincinnati CH are parties to that certain Development Agreement, dated _____, 2026 (“Development Agreement”), pursuant to which Cincinnati CH has constructed or will be constructing the Hotel on the Hotel Property and the Skybridge within the Air Parcel, all within the municipal boundaries of the City of Cincinnati, Ohio, such project site being depicted on the document attached hereto and incorporated herein as **Exhibit I** (*Site Plan*), and being generally described as follows:

- (i) a Hotel comprised generally of (i) approximately seven hundred (700) hotel rooms, (ii) approximately sixty-three thousand (63,000) square feet of meeting space, (iii) an outdoor event area, (iv) approximately [4,500] square feet of leasable ground floor commercial space; and (v) full-service amenities; and
- (ii) the Skybridge and certain attendant and appurtenant fixtures, operating within the Air Parcel and having certain foundation and support fixtures in, on, under, and over Fifth Street and the Garage Property and connecting to that certain building owned by the City and being commonly known as the Cincinnati Convention Center (“Convention Center”), the Garage, and the Hotel, as depicted on the Site Plan; and

WHEREAS the City and Cincinnati CH have executed, or will execute, an easement agreement accommodating for the construction and maintenance of support columns and grade beams for the benefit of the Skybridge in, under, on, over, and about Fifth Street and a portion of the real property on which the Convention Center is located, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS Cincinnati CH and Whex have executed, or will execute, an easement agreement accommodating for the construction and maintenance of support columns for the benefit of the Skybridge in, under, on, over, and about the Garage Property, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS Cincinnati CH, Whex, and the City have executed, or will execute, an agreement setting forth reciprocal covenants, restrictions, and easements for the management, use, and maintenance of the Skybridge, and certain other easements affecting the property of each, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS the Parties desire to establish certain covenants, restrictions, and easements to provide for the construction, maintenance, and operation of the Cincinnati CH Improvements and Whex Improvements and for the operation of and access to the Home Alley Property;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. **Cincinnati CH Improvements.** The term "Cincinnati CH Improvements" shall mean and refer to the Skybridge, Hotel, and such other fixtures and improvements as may be constructed on the Cincinnati CH Property.
 - 1.2. **Cincinnati CH Property.** The term "Cincinnati CH Property" shall mean and collectively refer to the Hotel Property, the Air Parcel, and easements appurtenant to the Hotel Property and the Air Parcel.
 - 1.3. **Easement Areas.** The term "Easement Areas" shall mean and refer to the Cincinnati CH Easement Areas and Whex Easement Areas.
 - 1.4. **Easement Facilities.** The term "Easement Facilities" shall mean and refer to the improvements, fixtures, and other facilities located within a particular Easement Area for the purpose of carrying out the activities permitted by such Easement.
 - 1.5. **Easements.** The term "Easements" shall mean and refer to the Cincinnati CH Easements and Whex Easements.
 - 1.6. **Owner.** The term "Owner" shall mean and refer to Cincinnati CH and its successors-in-interest with respect to the Cincinnati CH Property and Whex and its successors-in-interest with respect to the Whex Property. In each instance in which an Owner has the right under this Agreement to enter upon property belonging to any other Owner, such right of entry shall be deemed to extend to such Owner's officers, directors, agents, employees, contractors, and subcontractors.
 - 1.7. **Whex Improvements.** The term "Whex Improvements" shall mean and refer to the Garage and such other fixtures and improvements as may be constructed on the Whex Property.
 - 1.8. **Whex Property.** The term "Whex Property" shall mean and refer to the Garage Property and easements appurtenant to the Garage Property.
2. **Grant of Easements to Whex Encumbering Cincinnati CH Property.** Cincinnati CH hereby grants the following perpetual (except where noted below to be temporary) appurtenant easements to the Owner of the Whex Property (collectively, the "Whex Easements" and "Whex Easement Areas," as applicable).
 - 2.1. **Whex Maintenance & Repair Easement.** Cincinnati CH grants Whex a non-exclusive easement, for the benefit of the Whex Property, to enter upon such

portions of the Hotel Home Alley Parcel as necessary, from time to time, in connection with the maintenance, repair, and alteration of the Whex Improvements (“Whex Maintenance & Repair Easement”).

- 2.2. **Whex Encroachment Easement.** Cincinnati CH grants Whex an exclusive easement, for the benefit of the Whex Property, under, on, or over such portions of the Hotel Home Alley Parcel where any and all encroachments of the Whex Improvements onto the Hotel Home Alley Parcel are or will be located upon completion of the Whex Improvements, including any naturally occurring shifting, settlement, or movement thereof (“Whex Encroachment Easement”).
- 2.3. **Whex No-Build Easement.** Cincinnati CH grants Whex a non-exclusive easement, for the benefit of the Whex Property, upon such portions of the Hotel Home Alley Parcel as depicted on the document attached hereto and incorporated herein as Exhibit J (*Depiction: Whex No-Build Easement Area*), being more particularly described on the document attached hereto and incorporated herein as Exhibit K (*Legal Description: Whex No-Build Easement Area*) (“Whex No-Build Easement Area”), for the purpose of maintaining such area free from above-ground buildings, structures, or other improvements (“Whex No-Build Easement”). The Owner of the Cincinnati CH Property shall not construct, build, install, or place any above-ground buildings, structures, or other improvements of any kind upon the Whex No-Build Easement Area, except for the Skybridge. The Owner of the Cincinnati CH Property shall have the right to use the Whex No-Build Easement Area for uses not prohibited by this Agreement, including, without limitation, utilities, driveways, sidewalks, safety bollards, landscaping, light fixtures, signage, underground facilities and structures, and any other use permitted within the Whex No-Build Easement Area under applicable building and zoning laws.
- 2.4. **Whex Access Easement.** Cincinnati CH grants a non-exclusive easement for the benefit of the Whex Property, and all vendors, agents, contractors, subcontractors, visitors, customers, and users of the Whex Property (“Whex Access Easement”), for the purpose of taking vehicular and pedestrian ingress to and egress from the Whex Property by way of such portions of the Hotel Home Alley Parcel as depicted on the document attached hereto and incorporated herein as Exhibit L (*Depiction: Whex Access Easement Area*) (“Whex Access Easement Area”). Except as otherwise provided in this Section or elsewhere in this Agreement, Cincinnati CH shall keep such portions of the Whex Access Easement Area free from obstructions, including, but not limited to, valet traffic, cones, and bollards, that might interfere with access to the Garage by way of the Whex Access Easement. Whex shall maintain any Easement Facilities in such areas designed and constructed to facilitate such access, including, but not limited to, all driveways and sidewalks (except for any sidewalks located partially or wholly on the Cincinnati CH Property), but under all circumstances excluding the Skybridge, except as may otherwise be provided for in a separate agreement involving the Parties. Notwithstanding the foregoing, access pursuant to the Whex Access Easement may be limited or restricted as needed during periods of construction on the Cincinnati CH Property (not to exceed fifteen (15) days

without the prior written consent of Whex), upon reasonable prior notice to Whex, in which case no less than thirty (30) days' prior written notice shall be given to Whex.

- 2.5. **Whex Signage Easement.** Cincinnati CH grants a non-exclusive easement for the benefit of the Whex Property, for the installation, maintenance, repair, and replacement of directional and way-finding signage on the Hotel Home Alley Parcel, for the purpose of facilitating (but not interfering with) vehicular and pedestrian use and circulation of the Garage, the Whex Access Easement, and the Cincinnati CH Access Easement (defined below) ("Whex Signage Easement").
- 2.6. **Reserved Rights.** Cincinnati CH reserves all rights and privileges with respect to the Cincinnati CH Property to the extent its exercise of such rights and privileges does not impair the rights granted by Cincinnati CH to Whex under this Agreement.

3. **Grant of Easements to Cincinnati CH Encumbering Whex Property.** Whex hereby grants the following perpetual (except where noted below to be temporary), appurtenant easements to the Owner of the Cincinnati CH Property (collectively, the "Cincinnati CH Easements" and "Cincinnati CH Easement Areas," as applicable).
 - 3.1. **Cincinnati CH Maintenance & Repair Easement.** Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, to enter upon such portions of the Garage Home Alley Parcel as necessary, from time to time, in connection with the maintenance, repair, and alteration of the Cincinnati CH Improvements ("Cincinnati CH Maintenance & Repair Easement").
 - 3.2. **Cincinnati CH Utility Easement.** Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, under, on, or over such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as Exhibit M(*Depiction: Cincinnati CH Utility Easement Area*) ("Cincinnati CH Utility Easement Area") where Cincinnati CH-owned utility facilities, whether publicly or privately owned, are or will be located from time to time, for the use, maintenance, repair, alteration, replacement, and removal thereof, including reasonable access thereto ("Cincinnati CH Utility Easement"). Notwithstanding the foregoing, the Cincinnati CH Utility Easement also shall include non-exclusive use of the private portion of the sewer line located within the Cincinnati CH Utility Easement Area that is owned by Whex (the "Whex Sewer Line").
 - 3.3. **Cincinnati CH Encroachment Easement.** Whex grants Cincinnati CH an exclusive easement, for the benefit of the Cincinnati CH Property, under, on, or over such portions of the Garage Home Alley Parcel where any and all encroachments of the Cincinnati CH Improvements, including, without limitation, utilities, driveways, sidewalks, safety bollards, landscaping, light fixtures, signage, and underground facilities and structures, onto the Garage Home Alley Parcel are or will be located upon completion of the initial construction of the Cincinnati CH Improvements, including any naturally occurring shifting, settlement, or movement thereof ("Cincinnati CH Encroachment Easement").

3.4. **Cincinnati CH No-Build Easement.** Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, upon such portions of the Garage Property as depicted on the document attached hereto and incorporated herein as **Exhibit N** (*Depiction: Cincinnati CH No-Build Easement Area*), being more particularly described on the document attached hereto and incorporated herein as **Exhibit O** (*Legal Description: Cincinnati CH No-Build Easement Area*) (“**Cincinnati CH No-Build Easement Area**”), for the purpose of maintaining such area free from any above-ground buildings, structures, or other improvements (“**Cincinnati CH No-Build Easement**”). The Owner of the Whex Property shall not construct, build, install, or place any above-ground buildings, structures, or other improvements of any kind upon the Cincinnati CH No-Build Easement Area. The Owner of the Whex Property shall have the right to use the Cincinnati CH No Build Easement Area for uses not prohibited by this Agreement, including, without limitation, utilities, driveways, sidewalks, landscaping, light fixtures, signage, underground facilities, and any other use permitted within the Cincinnati CH No-Build Easement Area under applicable building and zoning laws.

3.5. **Cincinnati CH Access Easement.** Whex grants a non-exclusive easement for the benefit of the Cincinnati CH Property, and all vendors, agents, contractors, subcontractors, visitors, customers, and users of the Cincinnati CH Property (“**Cincinnati CH Access Easement**”), for the purpose of taking vehicular and pedestrian ingress to and egress from the Garage, Hotel, and/or loading docks situated on the Hotel Property by way of such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit P** (*Depiction: Cincinnati CH Access Easement Area*) (“**Cincinnati CH Access Easement Area**”). Whex shall keep such portions of the Cincinnati CH Access Easement Area free from obstructions, including, but not limited to, valet traffic, cones, and bollards, that might interfere with access to the Hotel or Garage by way of the Cincinnati CH Access Easement; provided, however, nothing herein shall limit the Owner of the Whex Property from charging fees for use of the Garage. Whex shall maintain any Easement Facilities in such areas designed and constructed to facilitate such access, including, but not limited to, all driveways and sidewalks (except for any sidewalks located partially or wholly on the Cincinnati CH Property), but under all circumstances excluding the Skybridge, except as may otherwise be provided for in a separate agreement involving the Parties. Notwithstanding the foregoing, access pursuant to the Cincinnati CH Access Easement may be limited or restricted as needed during periods of construction on the Whex Property (not to exceed ten (10) days without the prior written consent of Cincinnati CH), upon reasonable prior notice to Cincinnati CH, in which case no less than thirty (30) days’ prior written notice shall be given to Cincinnati CH.

3.6. **Cincinnati CH Foundation Easement.** Whex grants an exclusive easement for the benefit of the Cincinnati CH Property over such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit Q** (*Depiction: Cincinnati CH Foundation Easement Area*) for the purpose of constructing any and all footings, caissons, tiebacks, foundations, and

other foundational support structures and components as may be necessary and proper, or otherwise required by a governmental or quasi-governmental authority, to the construction and structural stability of the Hotel (“Cincinnati CH Foundation Easement”). The Cincinnati CH Foundation Easement is subject to any and all prior easements, including but not limited to the easement in favor of the Metropolitan Sewer District reserved by the City of Cincinnati in the prior quitclaim deeds vacating and conveying Home Alley.

- 3.7. **Cincinnati CH Construction Easement.** Whex grants a temporary easement for the benefit of the Cincinnati CH Property, and all employees, agents, contractors, and subcontractors of the Owner of the Cincinnati CH Property, (i) to enter upon such portions of the Whex Property as reasonably necessary and approved in advance by Whex, from time to time, in connection with the construction of the Cincinnati CH Improvements, including, without limitation, temporary closures from time to time of the Whex Access Easement Area and the Cincinnati CH Access Easement Area, and (ii) to enter and encroach into, onto, and/or through the air space located above the Whex Property for the booms and associated tackle of a tower crane and any related construction materials and equipment loaded or connected thereto (collectively, “Cincinnati CH Construction Easement”). The Cincinnati CH Construction Easement shall be in effect during the period of construction of the Cincinnati CH Improvements and shall automatically terminate and expire on December 31, 2029.
- 3.8. **Reserved Rights.** Whex reserves all rights and privileges with respect to the Whex Property to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Cincinnati CH under this Agreement.
4. **Prior Notice of Entry upon Easement Areas.** Except in the case of an emergency (in which case no prior written notice of entry shall be required, but with written notice given as soon after the occurrence of the emergency as reasonably practicable), in the event an Owner’s exercise of its rights under this Agreement is likely to cause unreasonable noise, dust, or other disruption to the day-to-day operations or other activities then being conducted on the affected property, the Owner seeking to exercise such right shall notify the Owner of the affected property in writing prior to exercising its rights, whereupon said Owners shall work cooperatively and in good faith to develop a plan that will minimize the disruption and compensate the Owner of the affected property for costs that are likely to be incurred by the Owner of the affected property as a result of such disruption. Nothing in this Section 4 shall be construed to limit or otherwise modify the notice or consent requirements of Section 2.4 or Section 3.5 above.

5. **Construction Obligations.**

- 5.1. **Whex Construction Obligations.** Whex shall undertake and complete, or contract for the undertaking and completion of, at its sole cost and expense, the following fixtures in accordance with the requirements of this Section 5.1 (all such construction to be completed prior to Cincinnati CH’s completion of the Skybridge and in a manner so as to not delay or interfere unreasonably with Cincinnati CH’s completion of the Skybridge):

- (i) construction of a stair tower and such other improvements and fixtures as shall be reasonably necessary to construct the Skybridge-Garage Attachments, to provide access to the Garage from the Skybridge as set forth on the Skybridge Plans, and to take ingress to and egress from the Skybridge by way of the Garage; and
- (ii) construction of a vestibule between the Skybridge and the Garage (“Garage Vestibule”), as set forth on the Skybridge Plans.

6. Maintenance & Repairs.

6.1. **Allocation of Maintenance and Repair Obligations.** The responsibility for performing maintenance and repairs with respect to the Easement Facilities located within the Easement Areas shall be allocated among the Owners as follows: (Continues on Following Page)

Table 6.1

	Owner Responsible for Maintenance / Repairs	Shared Maintenance Costs
I. EASEMENTS TO WHEX FROM CINCINNATI CH		
Whex Maintenance & Repair Easement	Owner of Whex Property	No
Whex Encroachment Easement	n/a	n/a
Whex No-Build Easement	n/a	n/a
Whex Access Easement	Owner of Whex Property	Yes
Whex Signage Easement	Owner of Whex Property	Yes
II. EASEMENTS TO CINCINNATI CH FROM WHEX		
Cincinnati CH Maintenance & Repair Easement	Owner of Cincinnati CH Property	No
Cincinnati CH Utility Easement	Owner of Cincinnati CH Property (except the Whex Sewer Line; No as to all other Easement Facilities)	Yes as to the Whex Sewer Line; No as to all other Easement Facilities
Cincinnati CH Encroachment Easement	n/a	n/a
Cincinnati CH No-Build Easement	n/a	n/a
Cincinnati CH Access Easement	Owner of Whex Property	Yes
Cincinnati CH Foundation Easement	Owner of Cincinnati CH Property	No
Cincinnati CH Construction Easement	Owner of Cincinnati CH Property	No

6.2. **Performance of Maintenance & Repairs within Easement Areas.** In performing its maintenance and repair obligations within the designated Easement Areas as specified in Table 6.1, each Owner shall maintain and repair, or cause to be maintained and repaired, the Easement Facilities within such designated Easement Areas in a continuous state of good and safe condition and repair and in

compliance with all applicable laws, codes, ordinances, and other governmental requirements. An Owner may contract for a third party to perform the maintenance obligations under this Section on its behalf. Notwithstanding anything to the contrary in this Section or in Table 6.1, the Owner of the Whex Property shall be responsible for performing, or causing to be performed, (i) all maintenance related to the street portions of the Whex Access Easement Area and the Cincinnati CH Access Easement Area, including without limitation removing snow and ensuring the Hotel's loading docks and valet drive remain unobstructed, and (ii) all maintenance related to the Whex Sewer Line portion of the Cincinnati CH Utility Easement Area. The costs for such maintenance shall be allocated to the Owners as set forth in Section 7 below. However, the Owner of the Cincinnati CH Property shall be solely responsible for maintaining and paying for the costs to maintain any sidewalks located partially or wholly on the Cincinnati CH Property.

6.3. **Performance of Maintenance & Repair outside Easement Areas.** With respect to the Whex Improvements and Cincinnati CH Improvements that are located outside the Easement Areas, each Owner shall, at its sole expense, maintain and keep, or cause to be maintained and kept, in good condition and repair the improvements located on its respective property, including without limitation the exterior façade of such improvements. It is the intent that the exterior façade of each of such improvements, including the design, physical components, and materials, colors, quality, landscaping, and character, shall at all times be maintained in accordance with the original construction and plans (as may be reasonably reconstructed from time to time) so as to maintain a first-class facility. Each Owner shall keep, or cause to be kept, its respective property clean, safe, and secure, and shall remove rubbish from such property on a regular basis. Notwithstanding anything to the contrary herein, the Owner of the Hotel Property shall be solely and exclusively responsible for removing any and all rubbish or other debris from the Whex Access Easement Area and the Cincinnati CH Access Easement Area that results from any dumpster situated upon or servicing the Hotel Property, and the Owner of the Whex Property shall be solely and exclusively responsible for removing any and all rubbish or other debris from the Whex Access Easement Area and the Cincinnati CH Access Easement Area that results from any dumpster situated upon or servicing the Whex Property.

7. **Shared Maintenance Costs.**

7.1. **Cost Allocation.** With regard to the performance of maintenance and repairs, including capital expenditures, within certain Easement Areas for which the Owner of the Whex Property is responsible as specified in Table 6.1 and which are designated as "Yes" under the column heading titled "Shared Maintenance Costs" in such table ("Shared Maintenance Costs"), the Owner of the Cincinnati CH Property shall be responsible for seventy-five percent (75%) of the Shared Maintenance Costs, and the Owner of the Whex Property shall be responsible for twenty-five percent (25%) of the Shared Maintenance Costs; provided, however, no portion of the Shared Maintenance Costs shall include a construction management fee, except that the applicable Owners shall agree upon a

construction management fee between five and 00/100 percent (5.00%) and ten and 00/100 percent (10.00%) of the total Shared Maintenance Costs for major repairs, such as the replacement or repair of a foundation or support column of the Skybridge. Such Shared Maintenance Costs shall apply to the maintenance, repair, replacement, and alteration obligations set forth in any Easement that is subject to Shared Maintenance Costs, regardless of whether any exercise of such Easement rights are required to undertake such maintenance, repair, replacement, or alteration. The term “Shared Maintenance Costs” also shall include any and all inspection fees, permit fees, and other similar one-time fees required in connection with the associated maintenance, repair, replacement, or alteration. Notwithstanding the foregoing, the following items shall be excluded from “Shared Maintenance Costs” and shall be the sole expense of the Owner of the Whex Property: (i) any maintenance expense necessary for the Garage Vestibule shall be the sole responsibility of the Owner of the Whex Property; and (ii) any maintenance expense necessary for any sidewalks located partially or wholly on the Cincinnati CH Property shall be the sole responsibility of the Owner of the Cincinnati CH Property. For the avoidance of doubt, maintenance costs related to the Whex Sewer Line shall be included in the “Shared Maintenance Costs”.

- 7.2. **Annual Operating Budget for Shared Maintenance Costs.** No later than January 1 of each year, the Owner of the Whex Property shall submit to the Owner of the Cincinnati CH Property for its review a proposed budget for the Shared Maintenance Costs, including, by separate line item, any anticipated capital expenditures and operating expenditures, for the upcoming fiscal year (July 1 – June 30). Such Owners shall work cooperatively and in good faith to mutually approve the budget no later than April 30 of such year (“Approved Operating Budget”). So long as an expenditure for a Shared Maintenance Cost is provided for on the Approved Operating Budget, the Owner of the Whex Property shall be permitted to incur such cost and obtain reimbursement from the Owner of the Cincinnati CH Property for such Owner’s allocated share under Section 7.3, without any other approval by the Owner of the Cincinnati CH Property. With respect to Shared Maintenance Costs that are not provided for on the Approved Operating Budget, in order for the Owner of the Whex Property to obtain reimbursement from the Owner of the Cincinnati CH Property for such Owner’s allocated share under Section 7.3, the Owner of the Whex Property must obtain the prior written approval of such expenditure from the Owner of the Cincinnati CH Property, which such Owner agrees to reasonably respond to in a timely manner; provided, however, unforeseen and/or emergency expenditures required to maintain the Whex Easement Areas and the Cincinnati CH Easement Areas in a safe and operational condition shall be paid as requested.
- 7.3. **Submission of Statements for Reimbursement.** On a periodic basis (i.e., monthly, quarterly, semi-annually, or annually, as determined from time to time by the Owner of the Whex Property and the Owner of the Cincinnati CH Property to be appropriate), the Owner of the Whex Property shall submit a written invoice and request for reimbursement to the Owner of the Cincinnati CH Property for such Owner’s allocated share of the actual Shared Maintenance Costs for the then current fiscal year, as approved by the Owner of the Cincinnati CH Property, if

required, under Section 7.2, together with copies of invoices and/or other documentation substantiating such costs. The Owner of the Cincinnati CH Property shall pay its allocated share of such Shared Maintenance Costs to the Owner of the Whex Property within thirty (30) days after receiving such reimbursement request and supporting documentation.

8. **Insurance.**

- 8.1. **Insurance During Construction.** Throughout construction of the Cincinnati CH Improvements, Cincinnati CH shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming Whex and its successors as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Cincinnati CH's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Cincinnati CH's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Cincinnati CH may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, Cincinnati CH shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time, and; provided that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Cincinnati CH shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City.
- 8.2. **Insurance After Construction.** After completion of construction of the Cincinnati CH Improvements, the Owner of the Cincinnati CH Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the Owner of the Whex Property as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Cincinnati CH Improvements. The Owner of the Cincinnati CH Property's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the Owner of the Whex Property, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days' prior written

notice to the Owner of the Whex Property. After completion of construction of the Whex Improvements, the Owner of the Whex Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the Owner of the Cincinnati CH Property as an additional insured, (ii) special peril property insurance in an amount not less than the full replacement cost of the Whex Improvements, and (iii) all insurance required of the Owner of the Whex Property pursuant to that certain Parking Agreement by and between Whex and Cincinnati CH dated on or about the Effective Date. Notwithstanding the foregoing, the City will have the right to self-insure if the City obtains title to the Whex Property.

- 8.3. **Waiver of Subrogation.** Each Owner, on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of the other Owner's insurers, rights of subrogation, against the other Owner, its employees, agents, contractors, and subcontractors, with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by an Owner, even if such loss or damage arises from the negligence of the other Owner, its employees, agents, contractors, or subcontractors.
9. **Amendment.** The Whex No-Build Easement, the Cincinnati CH No-Build Easement, the Cincinnati CH Foundation Easement, the Whex Access Easement, and the Cincinnati CH Access Easement may not be amended, modified, or terminated without the prior written consent of the City Manager's office and Director of the City's Department of Buildings and Inspections, which consent shall not be withheld if such amendment or modification complies with the City of Cincinnati Building Code. The City is an intended third-party beneficiary of this Section 9.
10. **Notices.** All notices required or permitted under this Agreement shall be deemed given if personally delivered; delivered by Federal Express, UPS, or any other nationally recognized overnight courier; or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address as either Party may designate by notice to the other Party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.
11. **Estoppel.** Either Owner may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other Owner requesting such other Owner to certify in writing that, to the actual knowledge of the certifying Owner, (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature of any and all existing defaults. The Owner receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.
12. **Subordination.** Each Owner shall have any mortgagees of record as of the Effective Date as to any property that is subject to this Agreement execute and deliver a recordable

Consent and Subordination in the form of **Exhibit R** (*Form of Consent and Subordination*).

13. **Covenants Appurtenant to Land.** This Agreement shall inure to the benefit of and be binding upon the Owners and shall “run with the land.”
14. **Construction of Agreement.** This Agreement represents the entire and integrated agreement between the Parties; supersedes all prior negotiations, representations, or agreements, written or oral; provided, however, that this Agreement shall, to the greatest extent possible, be construed in harmony, and not in tension, with all other agreements referenced in the recitals hereof. Moreover, except as otherwise expressly provided for herein, this Agreement shall be construed as drafted by sophisticated parties engaging in a joint endeavor by and shall not be construed in favor of any Party based upon its actual participation in the drafting of this Agreement. This Agreement shall be further construed as follows:
15. **Governing Law.** This Agreement, along with any claim relating to or arising through, from, under, or out of the same, whether concerning a private duty incurred hereunder or one imposed by law, shall be governed by the laws of the State of Ohio, except insofar as such laws compel or allow the application of another jurisdiction's laws.
16. **Third-Party Beneficiaries.** Except for the limited purposes set forth in Section 9 above, this Agreement arises for the sole benefit of the Parties. This Agreement is not intended to and shall not be construed as conferring any right, privilege, power, immunity, entitlement, or benefit on any party not a Party hereto or expressly identified as a beneficiary hereof and may not be enforceable by any person or entity not a signatory hereto, or successor or assign of the same.
17. **Severability.** The partial or complete invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision or the application of such provision to persons or circumstances as to which the provision is not invalid, illegal, or otherwise unenforceable. Should any provision be declared partially or completely invalid, illegal, or unenforceable, this Agreement shall, to the extent that such construction would not materially frustrate the essential provisions hereof, be construed as though such provision were never included herein.

[Signature Page follows; remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CINCINNATI CH (OH), LLC, a Delaware limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF HAMILTON)
)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Cincinnati CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

**WHEX GARAGE LLC, an Ohio limited
liability company**

By: _____
Print: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF HAMILTON)
)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

NOTARY PUBLIC

My Commission Expires: _____

Instrument Prepared By: Geoffrey G. Leder, Esq., KEATING MUETHING & KLEKAMP PLL, 1 East Fourth Street, Suite 1400, Cincinnati, Ohio 45202

EXHIBIT A
(Legal Description: Garage Property)

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT B
(*Legal Description: Garage Home Alley Parcel*)

Date: October 3, 2025
Description: Whex Garage LLC
Vacated Home Alley Split
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. _____-2025 of the Hamilton County Recorder's Office containing 0.1371 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the former west right of way of said vacated Home Alley and being the northeast corner of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, said intersection being North 80° 22' 12" East, 188.58 feet from the east right of way of Plum Street (66' R/W) said intersection being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet; thence, departing said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and with the south right of way of said West 5th Street North 80° 22' 12" East, 5.00 feet and being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet and being the **True Point of Beginning**:

thence, from the **True Point of Beginning** and continuing with the south right of way of said West 5th Street, North 80° 22' 12" East, 15.00 feet to the northwest corner of Whex Garage LLC as recorded in Official Record 15458, Page 979, said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with said Whex Garage LLC as recorded in Official Record 15458, Page 979, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Whex Garage LLC as recorded in Official Record 15458, Page 979, and with the north right of way of said West 4th Street, South 80° 31' 52" West, 15.00 feet and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with a new division line, North 09° 49' 28" West, 398.10 feet to the **True Point of Beginning**, containing 0.1371 acres of land, more or less.

The above description was prepared from a plat of survey made on October 3, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The conveyance of this parcel is a transfer between adjoining lot owners made in compliance with section 711.001, subsection (B)(1) Ohio Revised code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without prior approval of the authority having approving jurisdiction of plats.

EXHIBIT C
(Depiction: Former Home Alley)

[see attached]

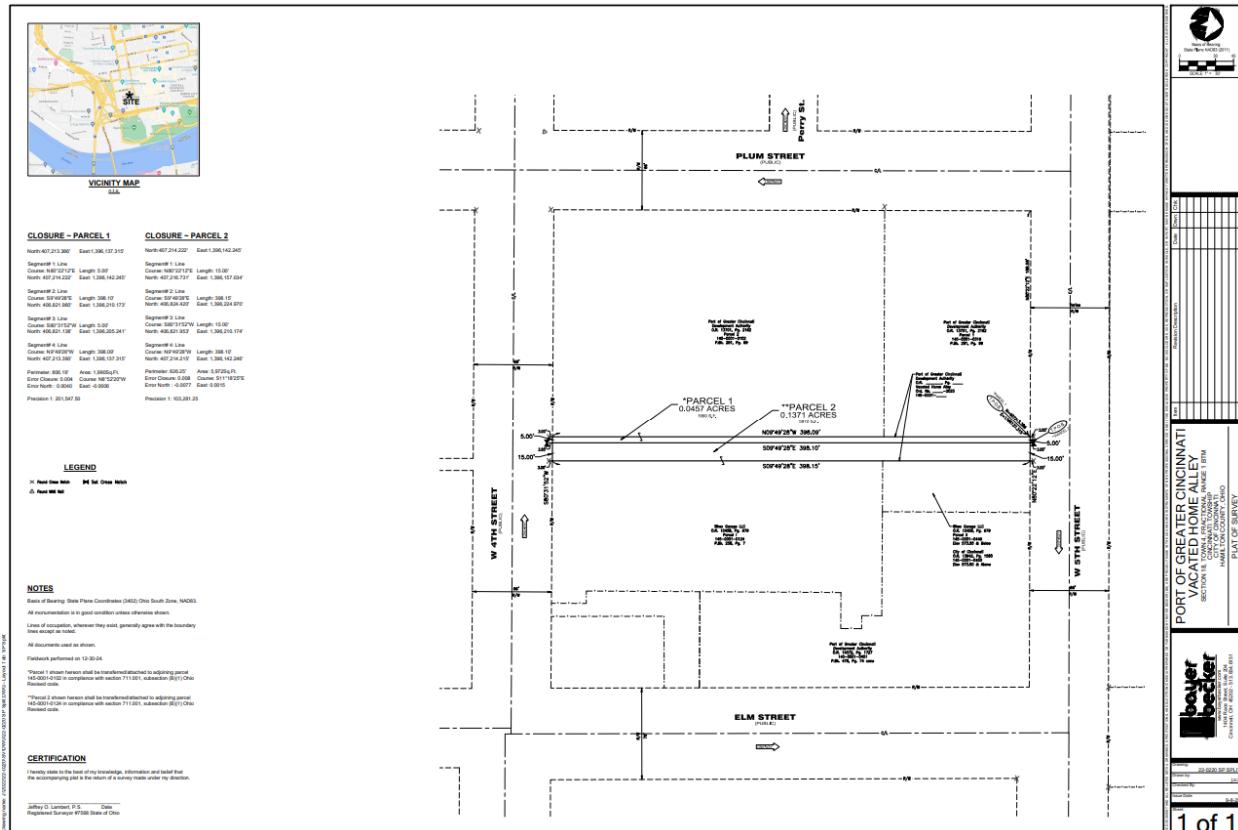


EXHIBIT D
(*Legal Description: Hotel Property*)

Date: September 8, 2025
Description: Port of Greater Cincinnati
Hotel - Consolidation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT E
(Legal Description: Hotel Home Alley Parcel)

Date: October 3, 2025
Description: Whex Garage LLC
Vacated Home Alley Split
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. _____-2025 of the Hamilton County Recorder's Office containing 0.0457 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the former west right of way of said vacated Home Alley and being the northeast corner of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, said intersection being North 80° 22' 12" East, 188.58 feet from the east right of way of Plum Street (66' R/W) said intersection being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet and being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and with the south right of way of said West 5th Street, North 80° 22' 12" East, 5.00 feet being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with a new division line, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said new division line and with the north right of way of said West 4th Street, South 80° 31' 52" West, 5.00 feet to the southeast corner of said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, and being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.0457 acres of land, more or less.

The above description was prepared from a plat of survey made on October 3, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The conveyance of this parcel is a transfer between adjoining lot owners made in compliance with section 711.001, subsection (B)(1) Ohio Revised code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without prior approval of the authority having approving jurisdiction of plats.

EXHIBIT F
(Depiction: Former Home Alley)

[see attached]

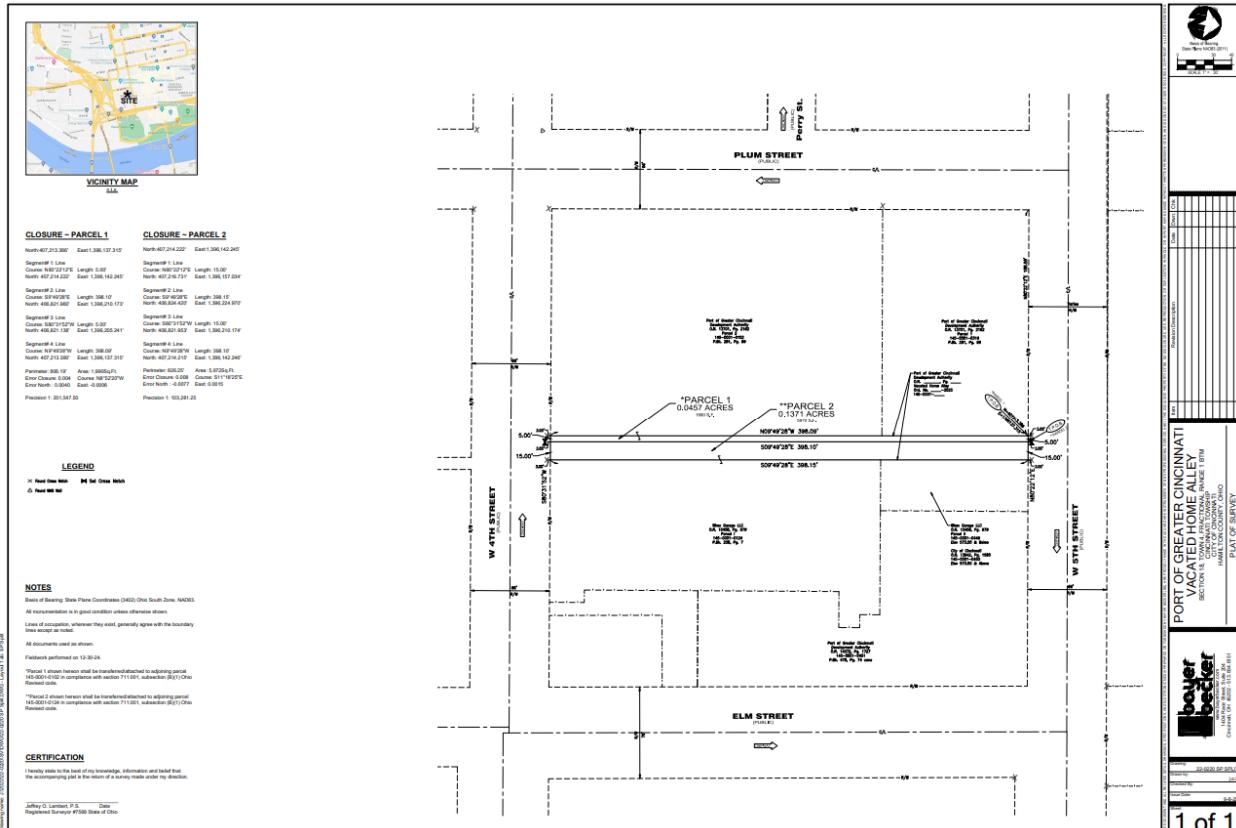


EXHIBIT G
(Legal Description: Air Parcel)

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

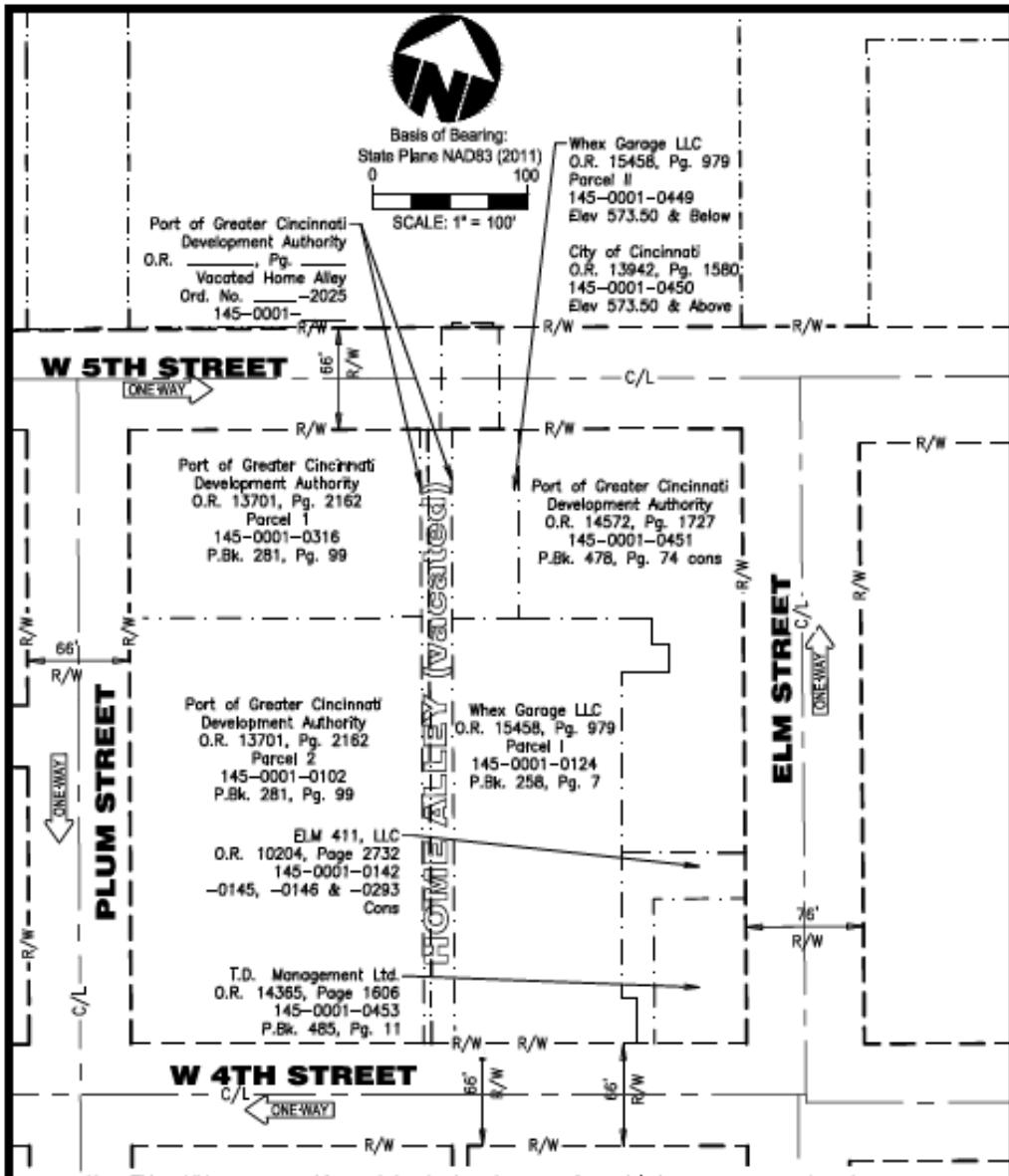
EXHIBIT H
(List of Skybridge Plans)

The following PDF files submitted under the title of “CINCINNATI CONVENTION CENTER PEDESTRIAN WALKWAY, BID PACKAGE #2/GMP” dated September 9, 2025:

- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-01-ARCHITECTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-02-STRUCTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-03-FIRE PROTECTION & PLUMBING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-04-MECHANICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-05-ELECTRICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-06-LIGHTING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-07-INTERIORS.pdf

EXHIBIT I
(*Site Plan*)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

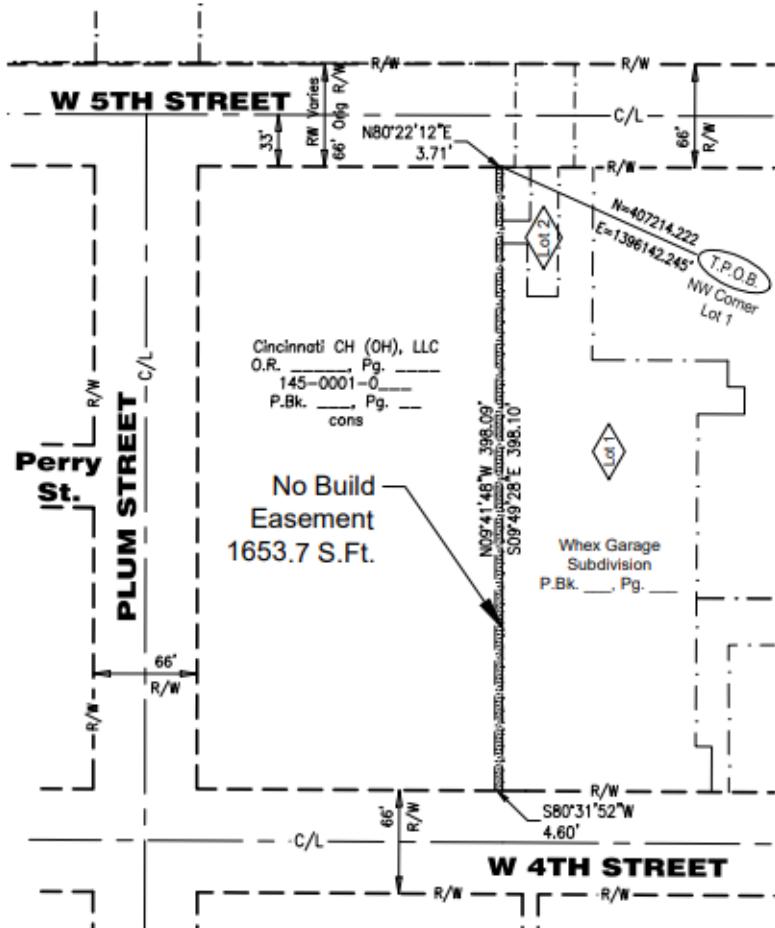
Drawing: 22-0220 ES EXHIBIT A	CITY OF CINCINNATI DUKE ENERGY CONVENTION CENTER SECTION 18, TOWN 4, F. RANGE 1 BTM CINCINNATI TOWNSHIP CITY OF CINCINNATI HAMILTON COUNTY, OHIO	bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151
Drawn by: KDS		
Checked By:		
Issue Date: 01/15/26	SITE PLAN	

EXHIBIT J
(Depiction: Whex No-Build Easement Area)

[see attached]



Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:
22-0220 ES NBLD H

Drawn by:
j.o.l.

Checked By:

Issue Date:
10-28-25

CONVENTION CENTER HOTEL

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMONTON COUNTY, OHIO

NO BUILD EASEMENT EXHIBIT

**bayer
becker**

www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT K
(Legal Description: Whex No-Build Easement Area)

Date: October 28, 2025
Description: Convention Center ~ Hotel
West 5th Street
No Build Easement
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Cincinnati CH (OH), LLC as recorded in Official Record _____, Page _____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street and being the **True Point of Beginning**:

thence, from the True Point of Beginning, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 41' 48" East, 398.10 feet to the north right of way of West 4th Street;

thence, departing said Lot 1 and with the north right of way of said West 4th Street, South 80° 31' 52" West, 4.60 feet;

thence, departing the north right of way of said West 4th Street and through the lands of said of Cincinnati CH (OH), LLC, South 09° 41' 48" East, 398.09 feet to the south right of way of said West 5th Street;

thence, with the south right of way of said West 5th Street, North 80°22'12" East, 3.71 feet to the **True Point of Beginning**, containing 1653.7 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT L
(Depiction: Whex Access Easement Area)

[see attached]



Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:
22-0220 ES ACCESS H
Drawn by:
j.o.l.

**CONVENTION CENTER
HOTEL**
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMONT COUNTY, OHIO
ACCESS EASEMENT EXHIBIT



EXHIBIT M

(Depiction: Cincinnati CH Utility Easement Area)

[see attached]





Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'

SCALE: 1" = 100'

W 5TH STREET

Perry St.

PLUM STREET

W 4TH STREET

Utility Easement 5971.9 S.Ft.

NW Corner Lot 1 T.P.O.B.
 N=407214.222
 E=1395142.245

Cincinnati CH (OH), LLC
 O.R. _____ Pg. _____
 145-0001 Pg. _____
 P.Bk. _____ Pg. _____
 cons

Whex Garage Subdivision
 P.Bk. _____ Pg. _____

Survey Data:
 NW 66' 00" R/W Varies 35'
 N80°22'12"E 15.00' R/W
 S09°49'28"W 398.10' R/W
 S09°49'28"E 398.15' R/W
 S80°31'52"W 15.00' R/W
 C/L 66' R/W

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing: 22-0220 ES UTIL W	CONVENTION CENTER WHEX GARAGE SECTION 18, TOWN 4, F. RANGE 1 BTM CITY OF CINCINNATI HAMILTON COUNTY, OHIO	 bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151
Drawn by: j.o.l.		
Checked By:		
Issue Date: 10-28-25	UTILITY EASEMENT EXHIBIT	

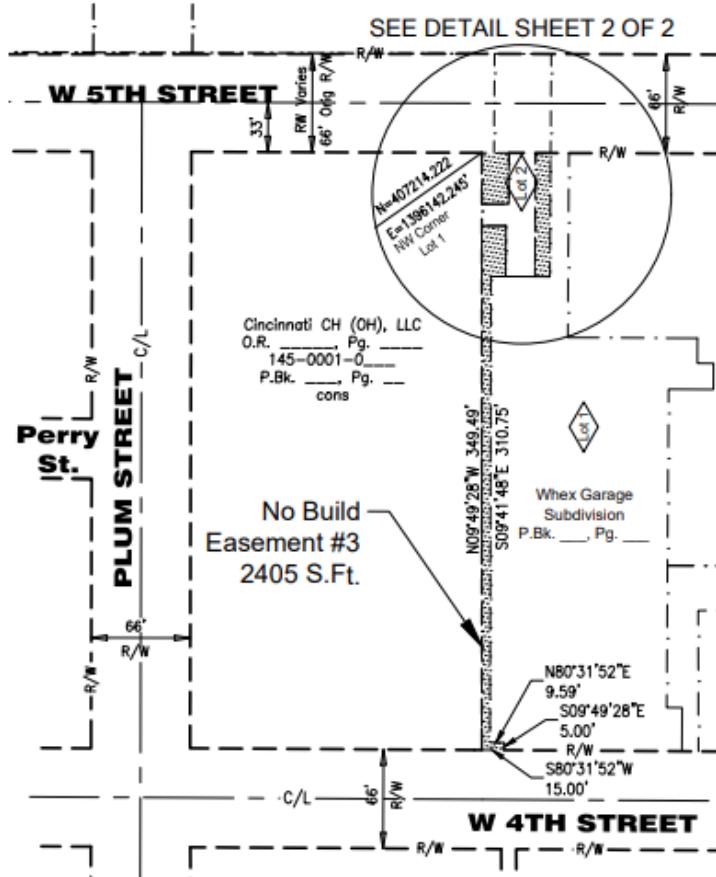
EXHIBIT N
(Depiction: Cincinnati CH No-Build Easement Area),

[see attached]

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.



Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'



SHEET 1 OF 2

Drawing:

22-0220 ES NBLD W

Drawn by:

j.o.l.

Checked By:

Issue Date:
10-28-25

CONVENTION CENTER WHEX GARAGE

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

NO BUILD EASEMENT EXHIBIT



EXHIBIT N (cont.)

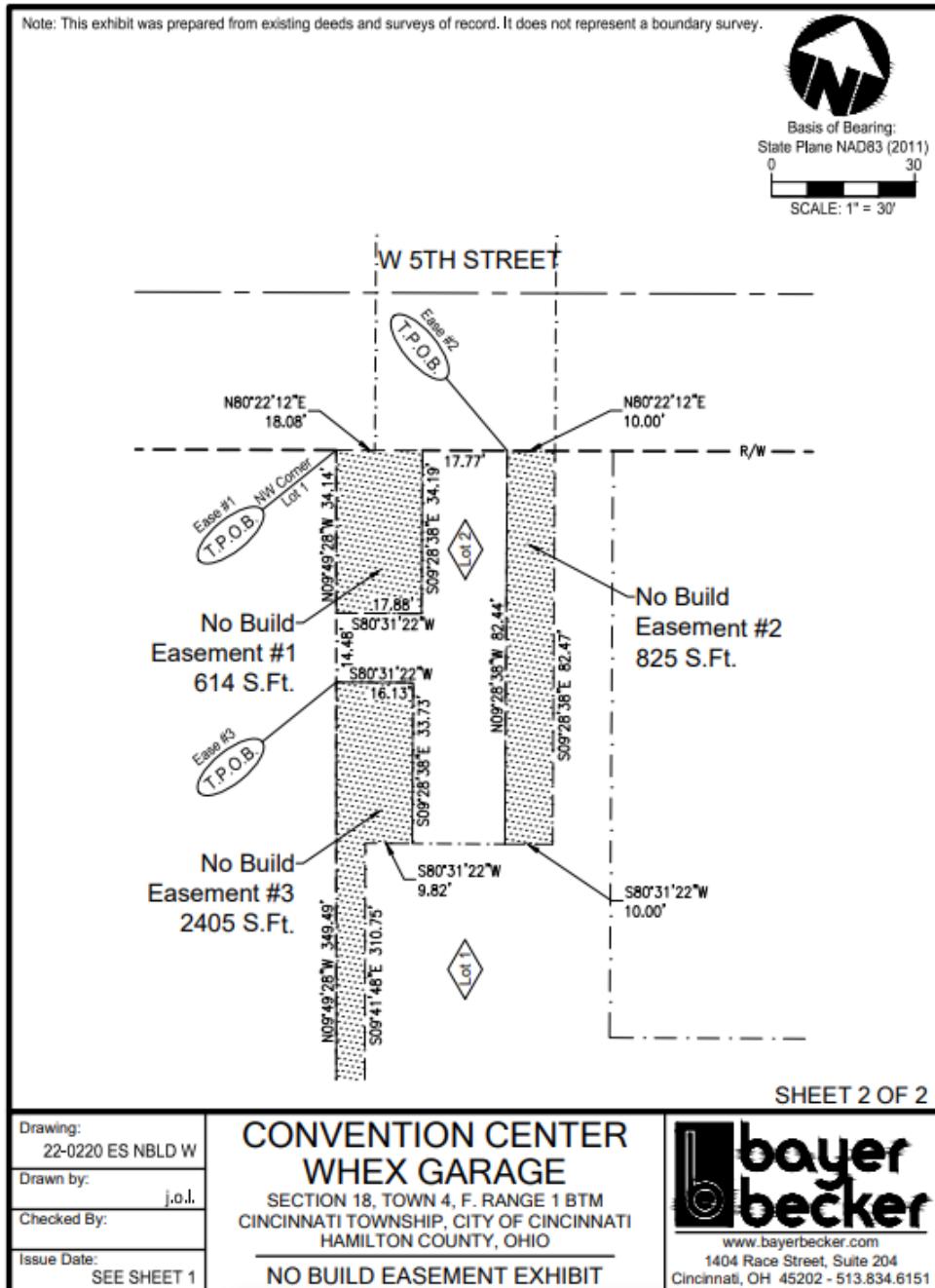


EXHIBIT O
(Legal Description: Cincinnati CH No-Build Easement Area)

Date: October 28, 2025
Description: Convention Center ~ Whex Garage
West 5th Street
No Build Easement #1
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street and being the **True Point of Beginning**:

thence, from the **True Point of Beginning**, with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 18.08 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1 the following two courses: South 09° 28' 38" East, 34.19 feet;

thence, South 80° 31' 22" West, 17.88 feet to the west line of said Lot 1;

thence, with the west line of said Lot 1, North 09° 49' 28" West, 34.14 feet to the **True Point of Beginning**, containing 614 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 28, 2025
Description: Convention Center ~ Whex Garage
West 5th Street
No Build Easement #2
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 35.85 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, and continuing with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 10.00 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1 the following three courses: South 09° 28' 38" East, 82.47 feet;

thence, South 80° 31' 22" West, 10.00 feet;

thence, North 09° 28' 38" West, 82.44 feet to the **True Point of Beginning**, containing 825 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 28, 2025
Description: Convention Center ~ Whex Garage
West 5th Street
No Build Easement #3
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miami, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street, and with the west line of said Lot 1, South 09° 49' 28" East, 48.62 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, departing the west line of said Lot 1, and through said Lot 1 the following six courses: thence, North 80° 31' 22" East, 16.13 feet;

thence, South 09° 28' 38" East, 33.73 feet;

thence, South 80° 31' 22" West, 9.82 feet;

thence, South 09° 41' 48" East, 310.75 feet;

thence, North 80° 31' 52" East, 9.59 feet;

thence, South 09° 49' 28" East, 5.00 feet to the north right of way of West 4th Street;

thence, with the north right of way of said West 4th Street, South 80° 31' 52" West, 15.00 feet to the southwest corner of said Lot 1;

thence, departing the north right of way of said West 4th Street, and with the west line of said Lot 1, North 09° 49' 28" West, 349.49 feet to the **True Point of Beginning**, containing 2405 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

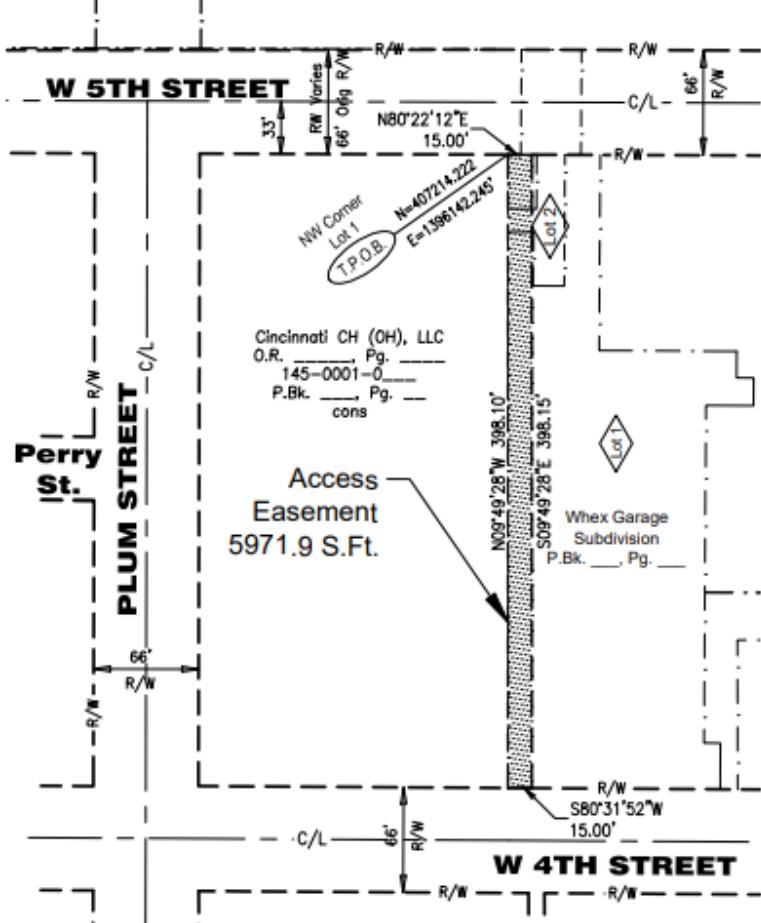
EXHIBIT P

(Depiction: Cincinnati CH Access Easement Area)

[see attached]



Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:
22-0220 ES ACCESS W
Drawn by:
j.o.l.
Checked By:
Issue Date:
10-28-25

**CONVENTION CENTER
WHEX GARAGE**
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMONTON COUNTY, OHIO
ACCESS EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT Q

(Depiction: Cincinnati CH Foundation Easement Area)

[see attached]



Basis of Bearing:

State Plane NAD83 (2011)

SCALE: 1" = 100'

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:

Drawn by:

100

Issue Date:

CONVENTION CENTER WHEX GARAGE

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

FOUNDATION EASEMENT EXHIBIT



www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 513.224.6151

EXHIBIT R
(Form of Consent and Subordination)

CONSENT AND SUBORDINATION OF MORTGAGEE

_____, as the holder of that certain [Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing] (the "Mortgage") to the premises recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Reciprocal Covenants, Restrictions, and Easements Agreement (Former Home Alley), with exhibits thereto (the "REA"), and to the filing thereof, in the office of the County Recorder of Hamilton County, Ohio, and further subjects and subordinates (the "Consent and Subordination") the above-described Mortgage to the provisions of the foregoing REA; provided however, subject to the terms and provisions of the REA, this Consent and Subordination shall not otherwise affect the priority of the Mortgage.

IN WITNESS WHEREOF, _____, by its authorized officer, has caused the execution of this Consent and Subordination of Mortgagee this ____ day of _____, 2026.

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____, on behalf of the company.

Notary Public

Exhibit D

to Real Estate Agreement

Form of Skybridge REA

[see attached]

(ABOVE LINE FOR RECORDER'S USE ONLY)

**RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT
(CONVENTION CENTER-HOTEL-GARAGE SKYBRIDGE)**

This **Reciprocal Covenants, Restrictions, and Easements Agreement** (“Agreement”) is hereby made as of this _____ day of _____ 2026 (“Effective Date”), by and among the **City of Cincinnati**, an Ohio municipal corporation (“City”), whose address is Attention: Department of Community and Economic Development, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, **Whex Garage LLC**, an Ohio limited liability company (“Whex”), whose address is 1203 Walnut Street, Fourth Floor, Cincinnati, Ohio 45202, and **Cincinnati CH (OH), LLC**, a Delaware limited liability company (“Cincinnati CH”) (collectively, the “Parties”), whose address is 303 Peachtree Center Avenue Northeast, Suite 575, Atlanta, Georgia 30303, under the following circumstances:

WHEREAS the City owns fee title to that certain tract of real property depicted on the site plan attached hereto and incorporated herein as **Exhibit A** (*Site Plan*) (the “Site Plan”) being more particularly described in the document attached hereto and incorporated herein as **Exhibit B** (*Legal Description: Convention Center Property*) (the “Convention Center Property”), upon which is situated that certain building owned by the City and being commonly known as the Cincinnati Convention Center (the “Convention Center”); and

WHEREAS Whex owns fee title to that certain recently consolidated tract of real property depicted on the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit C** (*Legal Description: Garage Property*) (the “Garage Property”), upon which is situated a multi-level parking facility (the “Garage”); and

WHEREAS Cincinnati CH owns fee title to that certain recently consolidated tract of real property depicted on the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit D** (*Legal Description: Hotel Property*) (the “Hotel Property”), upon which is, or will be, constructed a convention center hotel being more particularly described below (the “Hotel”); and

WHEREAS Cincinnati CH also owns fee title to that certain recently consolidated air parcel located above West Fifth Street (“Fifth Street”) and the Garage Property as depicted on

the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit E** (*Legal Description: Air Parcel*) (the “Air Parcel”) and holds easement interests pursuant to the City Grant of Easements (defined below) and Whex Grant of Easements (defined below), which will all be used for the construction of an elevated and enclosed pedestrian skybridge to connect the Convention Center, the Garage, and the Hotel (the “Skybridge”), pursuant to the permit drawings identified on **Exhibit F** (*List of Skybridge Plans*) (“Skybridge Plans”), which have been approved by Whex and the City as of the Effective Date and which may be amended from time to time with the approval of Whex and the City (via the City Manager’s Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed; and

WHEREAS the City, the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio (the “County”), and Cincinnati CH are parties to that certain Development Agreement, dated _____, 2026 (the “Development Agreement”), pursuant to which Cincinnati CH has constructed or will be constructing the Hotel on the Hotel Property and the Skybridge within the Air Parcel, all within the municipal boundaries of the City of Cincinnati, Ohio, such project site being depicted on the Site Plan, and being generally described as follows:

- (iii) the Hotel comprised generally of (i) approximately seven hundred (700) hotel rooms, (ii) approximately sixty-three thousand (63,000) square feet of meeting space, (iii) an outdoor event area, (iv) approximately [4,500] square feet of leasable ground floor commercial space; and (v) full-service amenities; and
- (iv) the Skybridge and certain attendant and appurtenant fixtures, operating within the Air Parcel and having certain foundation and support fixtures in, on, under, and over Fifth Street and the Garage Property and connecting to the Convention Center, the Garage, and the Hotel; and
- (v) certain attachments between the Skybridge and the Convention Center, such attachments being depicted and described on the Skybridge Plans (the “Skybridge-Convention Center Attachments”); and
- (vi) certain attachments between the Skybridge and the fifth floor of the Garage, such attachments being depicted and described on the Skybridge Plans (*Depiction: Skybridge-Garage Attachments*) (the “Skybridge-Garage Attachments”); and
- (vii) certain attachments between the Skybridge and the Hotel, such attachments being depicted and described on the Skybridge Plans (the “Skybridge-Hotel Attachments”); and

WHEREAS Cincinnati CH, the City, and the County have also entered into that certain Restrictive Covenant Agreement with Purchase Option (Convention Center Hotel Property), as

recorded in Official Record ____, Page ____ of the Hamilton County Recorder's Office governing the operation of the Hotel (the "Restrictive Covenant"); and

WHEREAS the City and Cincinnati CH have executed an easement agreement (the "City Column and Grade Beam Easement") accommodating for the construction and maintenance of support columns and grade beams for the benefit of the Skybridge in, under, on, over, and about Fifth Street and the Convention Center Property, which City Column and Grade Beam Easement has been recorded in Official Record ____, Page ____ of the Hamilton County Recorder's Office; and

WHEREAS Cincinnati CH and Whex have executed an easement agreement (the "Whex Column Easement") accommodating for the construction and maintenance of support columns for the benefit of the Skybridge in, under, on, over, and about the Garage Property, which Whex Column Easement has been recorded in Official Record ____, Page ____ of the Hamilton County Recorder's Office; and

WHEREAS the Parties desire to establish certain covenants, restrictions, and easements for such things as access, maintenance, and structural support that result by and from the construction and mutual use of the Skybridge; and

WHEREAS the City is duly authorized to execute this Agreement pursuant to City of Cincinnati Ordinance No. [], which the City Council duly adopted on [];

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** In addition to the other defined terms set forth herein, as used in this Agreement, the following terms have the following meanings

- 1.1. **Access Control Systems.** The term "Access Control Systems" shall mean and refer to such fixtures, equipment, systems, technologies and programs as may be reasonably required to provide for the limited after-hours access contemplated herein.
- 1.2. **Cincinnati CH Improvements.** The term "Cincinnati CH Improvements" shall mean and refer to the Skybridge, Hotel, and such other fixtures and improvements as may be constructed on the Cincinnati CH Property.
- 1.3. **Cincinnati CH Property.** The term "Cincinnati CH Property" shall mean and collectively refer to the Hotel Property, the Air Parcel, and easements appurtenant to the Hotel Property and the Air Parcel.
- 1.4. **City Improvements.** The term "City Improvements" shall mean and collectively refer to the Convention Center and such other fixtures and improvements as may be constructed on the Convention Center Property.

- 1.5. **Owner.** The term "Owner" shall mean and refer to the City and its successors-in-interest with respect to the Convention Center Property, Cincinnati CH and its successors-in-interest with respect to the Cincinnati CH Property, and Whex and its successors-in-interest with respect to the Garage Property. In each instance in which an Owner has the right under this Agreement to enter upon property belonging to any other Owner, such right of entry shall be deemed to extend to such Owner's officers, directors, agents, employees, contractors, and subcontractors.
- 1.6. **Whex Improvements.** The term "Whex Improvements" shall mean and refer to the Garage and such other fixtures and improvements as may be constructed on the Garage Property.

2. **Reciprocal Easements.** The City, as to the Convention Center Property, Whex, as to the Garage Property, and Cincinnati CH, as to the Cincinnati CH Property, each hereby grants to each of the other Parties, for their respective use, and for the use of their respective visitors, customers, employees, licensees, and invitees, the following perpetual (except to the extent noted below to the contrary), appurtenant, non-exclusive easements for the following purposes:
 - 2.1. **Access Easement.** To provide for pedestrian ingress to and egress from such properties for the passage and accommodation of pedestrians on such portions of the respective properties set aside and maintained for such use allowing for the free flow of pedestrians through the Skybridge to the Convention Center, Garage, or Hotel, as the case may be, subject to the following terms and conditions:
 - 2.1.1. Notwithstanding anything in this Section to the contrary, Cincinnati CH will have the right to restrict access to the Hotel between the hours of 10:00 p.m. and 6:00 a.m. ET to persons specifically authorized by the Owner of the Hotel Property; provided, however, such hours of restricted access may be altered on an as-required basis, with reasonable notice to and coordination with the other Parties; and provided further, access in the event of an emergency shall be unrestricted.
 - 2.1.2. Notwithstanding anything in this Section to the contrary, the City will have the right to restrict access to the Convention Center when the Convention Center is closed and consistent with restricting access to other entrances to the Convention Center as part of the City's ongoing operation of the Convention Center. Access to the Convention Center from the Skybridge at other times must be arranged with the City or the City's designated operator of the Convention Center.
 - 2.1.3. Access to the Garage from the Skybridge shall be unrestricted at all times.

- 2.2. **Maintenance Easement.** To enter upon such portions of the properties as necessary from time to time in connection with the maintenance, repair, and alteration of an Owner's property or improvements and equipment located on such property that may be owned and maintained by such Owner.
- 2.3. **Building Encroachments.** To accommodate any improvements that may inadvertently be constructed beyond a property's boundary line, each Owner grants to each other Owner owning an adjacent property, an easement, not to exceed a maximum lateral distance of six (6) inches, in, to, over, under, and across that portion of the Owner's property adjacent to such common boundary line for the existence, maintenance and replacement of such encroaching improvements. Such encroachment easement also shall allow for all reasonable door swings onto an adjacent Owner's property.
- 2.4. **Reserved Rights.** Each Owner reserves all rights and privileges with respect to its property to the extent its exercise of such rights and privileges does not impair the rights granted under this Agreement.

3. **Grant of Easements to Cincinnati CH Encumbering Garage Property.** Whex hereby grants the following perpetual, appurtenant easements to the Owner(s) of the Cincinnati CH Property (as the case may be, as described below):
 - 3.1. **Garage-Skybridge Utility Easement.** A non-exclusive easement, for the benefit of the Air Parcel, over such portions of the Garage Property where existing Cincinnati CH-owned utility facilities are located, for the use, maintenance, repair, alteration, replacement, and removal thereof, including reasonable access thereto ("Garage-Skybridge Utility Easement").
 - 3.2. **Garage-Skybridge Attachment & Support Easement.** A non-exclusive easement for the benefit of the Air Parcel over such portions of the Garage Property as shown on the Skybridge Plans, for the construction, use, maintenance, repair, alteration, and replacement of the fixtures connecting the Skybridge to the Garage ("Garage-Skybridge Attachment & Support Easement").
 - 3.3. **Garage-Skybridge Emergency Systems Easement.** A non-exclusive easement for the benefit of the Air Parcel for the construction, use, maintenance, repair, alteration, and replacement of tie-in and connection points between emergency alert systems, such as fire alarms, situated on the Garage Property and such similar systems as may be situated upon the Air Parcel ("Garage-Skybridge Emergency Systems Easement").
 - 3.4. **Reserved Rights.** Whex reserves all rights and privileges with respect to the Garage Property to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Cincinnati CH under this Agreement.

4. **Grant of Easements to Cincinnati CH Encumbering Convention Center Property.** The City hereby grants the following perpetual, appurtenant easements to the Owner(s) of the Cincinnati CH Property (as the case may be, as described below):
 - 4.1. **Convention Center -Skybridge Attachment & Support Easement.** A non-exclusive easement for the benefit of the Air Parcel over such portions of the Convention Center Property as necessary, for the construction, use, maintenance, repair, alteration, and replacement of the fixtures connecting the Skybridge to the Convention Center as shown on the Skybridge Plans (“Convention Center-Skybridge Attachment & Support Easement”). The Skybridge Plans have been approved by Whex and the City as of the Effective Date for the initial construction of such tie-ins and connections. Any modification from the Skybridge Plans with respect to such tie-ins and connections that would impact the operations of the Convention Center or the Garage shall require the prior written approval of Whex and the City (via the City Manager’s Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed.
 - 4.2. **Convention Center-Skybridge Emergency Systems Easement.** A non-exclusive easement for the benefit of the Air Parcel for the construction, use, maintenance, repair, alteration, and replacement of tie-in and connection points between emergency alert systems, such as fire alarms, situated on the Convention Center Property and such similar systems as may be situated upon the Air Parcel (“Convention Center-Skybridge Emergency Systems Easement”). The Skybridge Plans have been approved by Whex and the City as of the Effective Date for the initial construction of such tie-ins and connections. Any modification from the Skybridge Plans with respect to such tie-ins and connections that would impact the operations of the Convention Center or the Garage shall require the prior written approval of Whex and the City (via the City Manager’s Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed.
 - 4.3. **Reserved Rights.** The City reserves all rights and privileges, including its rights and privileges as a governmental regulatory authority, with respect to the Convention Center Property and the other properties that are subject to this Agreement, to the extent its exercise of such rights and privileges are in accordance with the City’s actions as a governmental regulatory authority (including, but not limited to, enforcement of applicable building codes).
5. **Prior Notice of Entry upon Easement Areas.** Except in the case of an emergency (in which case no prior written notice of entry shall be required, but with written notice given as soon after the occurrence of the emergency as reasonably practicable), in the event an

Owner's exercise of its rights under this Agreement is likely to cause unreasonable noise, dust, or other disruption to the day-to-day operations or other activities then being conducted on the affected property, the Owner seeking to exercise such right shall notify the Owner of the affected property in writing prior to exercising its rights, whereupon said Owners shall work cooperatively and in good faith to develop a plan that will minimize the disruption and compensate the Owner of the affected property for costs that are likely to be incurred by the Owner of the affected property as a result of such disruption.

6. **Construction Obligations.**

6.1. **Cincinnati CH Construction Obligations.** Cincinnati CH shall, and is hereby permitted by the other Parties to, undertake and complete, or contract for the undertaking and completion of, at its sole cost and expense, the following based on the Skybridge Plans and in accordance with the requirements of this Section 6

- (i) construction of the Skybridge and all appurtenances thereto;
- (ii) construction or establishment of connection or tie-in points, as relevant, for any and all utilities and building systems, such as HVAC and fire suppression systems, necessary to the operation of the Skybridge;
- (iii) construction or establishment of connection or tie-in points, as relevant, for any and all emergency alert systems serving the Skybridge, including, but not limited to, fire alarms and access control systems set forth on the Skybridge Plans, between the Skybridge and the Hotel, the Skybridge and the Garage, and the Skybridge and the Convention Center;
- (iv) demolition of such portions of the Garage and Convention Center reasonably necessary to facilitate and complete construction of the Skybridge-Garage Attachments and Skybridge-Convention Center Attachments, respectively and the reconstruction, repair, and replacement of any such portions of the Garage or Convention Center reasonably necessary to restore such property to its prior condition;
- (v) construction of the Skybridge-Garage Attachments and Skybridge-Convention Center Attachments, including any and all necessary doors and openings, which shall be constructed by Skanska USA Building Inc., a Delaware corporation, or such other party to which Cincinnati CH and the City or Whex, as relevant, may agree, and its subcontractors, as necessary;
- (vi) construction of the Skybridge-Hotel Attachments, including any and all necessary doors and openings;

- (vii) procurement, construction, and installation of Access Control Systems; and
- (viii) any and all other fixtures or appurtenances necessary or proper, in the reasonable discretion of Cincinnati CH, to the construction of the Skybridge; and
- (ix) temporarily entering and encroaching into, onto, and/or through the air space located above the Convention Center Property for the booms and associated tackle of a tower crane and any related construction materials and equipment loaded or connected thereto for purposes of construction of the Cincinnati CH Improvements.

7. Maintenance & Repairs.

- 7.1. **Allocation of Maintenance and Repair Obligations.** Cincinnati CH will be responsible for maintaining the Skybridge in accordance with the standards set forth in the Restrictive Covenant; provided, however, the Owners of the Convention Center Property and the Garage Property (as applicable) shall be responsible for repairs to the Skybridge caused by such Owner's gross negligence or willful misconduct.
- 7.2. **Access Control Systems.** The Owner of the Air Parcel shall cooperate with the other Owners to cause the Access Control Systems to be integrated with one another and shall permit the other Owners to program certain portions of the Access Control Systems to comply with the provisions herein. Notwithstanding the foregoing, each Owner shall be responsible for the cost of equipment and installation of the Access Control Systems serving its property, as well as the maintenance, repair, and replacement of such Access Control Systems.
- 7.3. **Security.**
 - 7.3.1. **Security on Convention Center Property.** The City shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the City Improvements and the Convention Center Property.
 - 7.3.2. **Security on Garage Property.** Whex shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Whex Improvements and the Garage Property.
 - 7.3.3. **Security on Cincinnati CH Property.** Cincinnati CH shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Cincinnati

CH Improvements and the Cincinnati CH Property. Cincinnati CH further acknowledges that any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Skybridge shall be connected to the fixtures, equipment, systems, and programs relating to security on the Hotel Property.

8. **Capital Maintenance Costs.** Cincinnati CH will be responsible for maintaining the Skybridge (including all capital maintenance costs) in accordance with the standards set forth in the Restrictive Covenant; provided, however, the Owners of the Convention Center Property and the Garage Property (as applicable) shall be responsible for repairs to the Skybridge caused by such Owner's gross negligence or willful misconduct.

9. **Insurance.**

- 9.1. **Insurance During Construction.** Throughout construction of the Skybridge, Cincinnati CH shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Cincinnati CH's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Cincinnati CH's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Cincinnati CH may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, Cincinnati CH shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time, and; provided that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Cincinnati CH shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City.
- 9.2. **Insurance After Construction.** After completion of construction of the Skybridge, the Owner of the Cincinnati CH Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability

insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the Owner of the Convention Center Property and the Owner of the Garage Property each as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Skybridge. The Owner of the Cincinnati CH Property's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the Owner of the Convention Center Property, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days' prior written notice to the Owner of the Convention Center Property and the Owner of the Garage Property. In addition, all Owners shall maintain, or cause to be maintained, the following insurance (including self-insurance with respect to the City, as applicable): (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming each of the other Owners as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Cincinnati CH Improvements, the City Improvements, or the Whex Improvements (as applicable to each Owner based on the property owned by such Owner). Such insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the other Owners, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days' prior written notice to the other Owners.

- 9.3. **Waiver of Subrogation.** Each Owner, on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of the other Owners' insurers, rights of subrogation, against any of the Owners, their respective employees, agents, contractors, and subcontractors, with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by an Owner, even if such loss or damage arises from the negligence of one of the other Owners, its employees, agents, contractors, or subcontractors.
- 9.4. **Liability Insurance for Contractors.** All contractors and subcontractors entering upon the Convention Center Property under this Agreement are required to maintain Commercial General Liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, combined single limit/Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, naming the City as an additional insured, or in such greater amount as the City's Division of Risk Management may from time to time reasonably require, and are required to provide evidence of such insurance to the City not less than ten (10) days prior to entering upon the Convention Center Property.

10. Casualty; Voluntary Demolition.

- 10.1. **Casualty.** If all or any portion of the Skybridge, Skybridge-Convention Center Attachments, Skybridge-Garage Attachments, or Skybridge-Hotel Attachments are damaged by fire or other casualty, and such damage impacts property belonging to any one or more of the other Owners, the affected Owners shall work cooperatively and in good faith to develop a plan to repair the damage, taking into consideration the extent of the damage, estimated time needed for the repair, availability of insurance proceeds, availability of allocated funds in the City's budget, City construction contracting requirements, the need for the passage of legislation by City Council in connection with the project or securing funds therefor, if applicable, and all other relevant factors.
- 10.2. **Voluntary Demolition.** So long as the Operating Covenant (as defined in the Development Agreement) is in full force and effect, the Owner of the Convention Center Property may not voluntarily demolish the City Improvements, except as permitted in the Development Agreement or Restrictive Covenant or as otherwise consented to in writing by all of the other Owners. So long as the Operating Covenant (as defined in the Development Agreement) is in full force and effect, the Owner of the Cincinnati CH Property may not voluntarily demolish the Cincinnati CH Improvements, except as permitted in the Development Agreement or Restrictive Covenant or as otherwise consented to in writing by all of the other Owners. The Owner of the Garage Property may not voluntarily demolish the Whex Improvements without the prior written consent of all of the other Owners, unless the Owner of the Garage Property provides, at its cost, including design and construction costs, replacement support for the Skybridge and reasonable advanced notice and opportunity to review and approve the replacement support plans.
 - 10.2.1. **Capital Improvements Proviso.** This Section 10.2 shall not apply to demolition (i) undertaken in accordance with a pre-determined plan for renovations; (ii) that does not unreasonably interfere with the interests of any other Owner, whether arising under this Agreement or otherwise; (iii) is intended to improve the value, use, or function of the property upon which the renovations are undertaken; and (iv) contained wholly within the improvement being so renovated. No consent shall be required to undertake any demolition within the proviso set forth in this Section.
 - 10.2.2. **Limitation.** To the extent an Owner's consent or approval is required hereunder, such Owners may withhold their consent or approval only on the grounds that such demolition will materially interfere with the operation or structural support of the Skybridge. No provision of this Section 10.2 shall limit an Owner from demolishing any portion of the

Hotel, Garage, Skybridge, or Convention Center, as relevant, for the purpose of maintaining, repairing, or restoring the same.

11. **Additional Conveyances.** The Parties acknowledge that additional easements or licenses may be necessary to maintain and operate the developments set forth in the recitals herein and, therefore, agree to cooperate as needed regarding the same.
12. **Notices.** All notices required or permitted under this Agreement shall be deemed given if personally delivered; delivered by Federal Express, UPS, or any other nationally recognized overnight courier; or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address as either Party may designate by notice to the other Party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt. If Cincinnati CH or Whex sends a notice to the City alleging that the City is in breach of this Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202. Upon the transfer of ownership of the Convention Center Property, Garage Property or Cincinnati CH Property the transferee shall promptly provide written notice of its address for purposes of this section to each of the other Owners.
13. **Estoppel.** Any Owner may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other Owners requesting such other Owners to certify in writing that, to the actual knowledge of the certifying Owner, (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature of any and all existing defaults. The Owners receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.
14. **Subordination.** Each Owner shall have any mortgagees of record as of the Effective Date as to any property that is subject to this Agreement execute and deliver a recordable Consent and Subordination in the form of **Exhibit G** (*Form of Consent and Subordination*).
15. **Covenants Appurtenant to Land.** This Agreement shall inure to the benefit of and be binding upon the Owners and shall “run with the land.”
16. **City’s Certification of Funds.** Notwithstanding anything in this Agreement to the contrary, any and all obligations of the City under this Agreement that require the payment of funds are expressly conditioned upon the, appropriation of such funds by City Council, and the certification of the availability of such funds, at the time such funds are needed, by the City’s Finance Director.

17. **Construction of Agreement.** This Agreement represents the entire and integrated agreement between the Parties; supersedes all prior negotiations, representations, or agreements, written or oral; provided, however, this Agreement shall, to the greatest extent possible, be construed in harmony, and not in tension, with all other agreements referred to in the recitals hereof. Moreover, except as otherwise expressly provided for herein, this Agreement shall be construed as drafted by sophisticated parties engaging in a joint endeavor by and shall not be construed in favor of any Party based upon its actual participation in the drafting of this Agreement. This Agreement shall be further construed as follows:
18. **Governing Law.** This Agreement, along with any claim relating to or arising through, from, under, or out of the same, whether concerning a private duty incurred hereunder or one imposed by law, shall be governed by the laws of the State of Ohio, except insofar as such laws compel or allow the application of another jurisdiction's laws.
19. **Third-Party Beneficiaries.** This Agreement arises for the sole benefit of the Parties. This Agreement is not intended to and shall not be construed as conferring any right, privilege, power, immunity, entitlement, or benefit on any party not a Party hereto or expressly identified as a beneficiary hereof and may not be enforceable by any person or entity not a signatory hereto, or successor or assign of the same.
20. **Severability.** The partial or complete invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision or the application of such provision to persons or circumstances as to which the provision is not invalid, illegal, or otherwise unenforceable. Should any provision be declared partially or completely invalid, illegal, or unenforceable, this Agreement shall, to the extent that such construction would not materially frustrate the essential provisions hereof, be construed as though such provision were never included herein.

[Signature Page follows; remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF CINCINNATI, an Ohio
municipal corporation

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

STATE OF OHIO)
)
COUNTY OF HAMILTON)
) ss.

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by Sheryl M.M. Long, City Manager for the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

Assistant City Solicitor

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CINCINNATI CH (OH), LLC, a Delaware limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF HAMILTON)
)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____,

for Cincinnati CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

**WHEX GARAGE LLC, an Ohio limited
liability company**

By: _____
Print: _____
Title: _____

STATE OF OHIO)
)
COUNTY OF HAMILTON)
)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

NOTARY PUBLIC

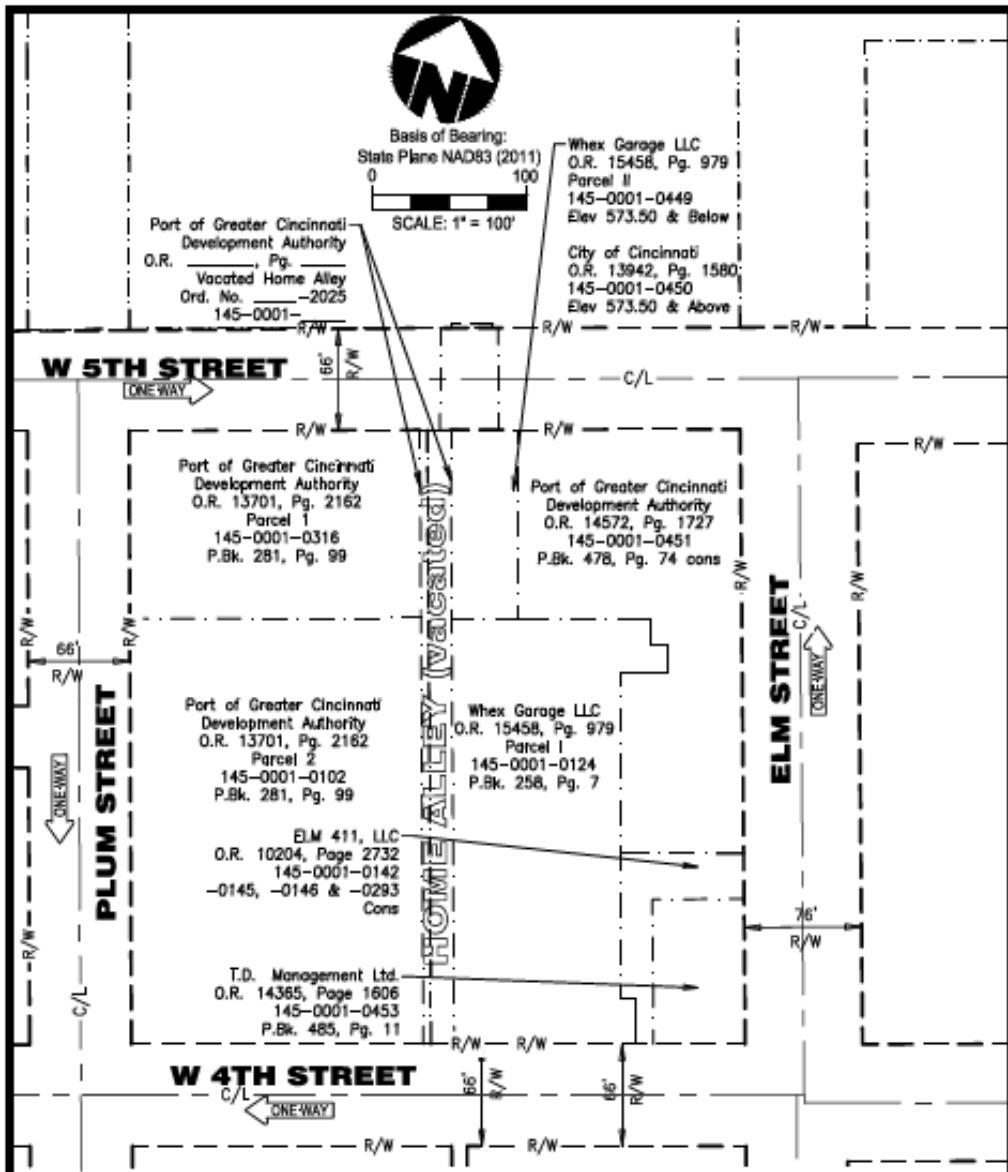
My Commission Expires: _____

Instrument Prepared By: Geoffrey G. Leder, Esq., KEATING MUETHING & KLEKAMP PLL, 1 East Fourth Street, Suite 1400, Cincinnati, Ohio 45202

EXHIBIT A

(Site Plan)

[see attached]



Drawing:	22-0220 ES EXHIBIT A
Drawn by:	KDS
Checked By:	
Issue Date:	01/15/26

CITY OF CINCINNATI
DUKE ENERGY CONVENTION CENTER
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SITE PLAN



www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT B

(Legal Description: Convention Center Property)

Parcel 1:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set CN at the intersection of the West line of Elm Street and the North line of Fifth Street, measure with said Fifth Street South $80^{\circ}20'59''$ West, 211.43 feet to a set CN; thence South $80^{\circ}04'02''$ West, 182.42 feet to a set CN; thence South $80^{\circ}04'37''$ West, 172.33 feet to a set CN; thence North $09^{\circ}55'23''$ West, 1.62 feet to a set PK nail; thence South $80^{\circ}17'59''$ West, 271.33 feet to a set CN at the intersection of said Fifth Street and the East line of Central Avenue; thence with said Central Avenue North $09^{\circ}47'31''$ West, 432.61 feet to a set PK nail at the intersection of said Central Avenue and the South line of Sixth Street; thence with said Sixth Street North $80^{\circ}04'37''$ East, 419.61 feet to a point; thence North $79^{\circ}48'15''$ East, 189.99 feet to a point; thence North $80^{\circ}04'02''$ East, 226.90 feet to a Set PK nail in the West line of said Elm Street; thence with said Elm Street South $09^{\circ}55'31''$ East, 437.21 feet to the Place of Beginning. Containing 364,147 square feet of land more or less (8.360 acres). Bearings are based on Ohio State Plane Coordinate System.

Parcel 2:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the East line of Central Avenue. and the South line of Sixth Street, measure with said Sixth Street North $80^{\circ}04'37''$ East, 210.28 feet to a set CN; thence South $09^{\circ}55'23''$ East, 7.14 feet to a set CN; thence South $80^{\circ}24'59''$ West, 210.29 feet to a set PK in said East line of Central Avenue; thence North $09^{\circ}47'31''$ West, 5.89 feet to the Place of Beginning. Containing 1,370 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 3:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Sixth Street South $80^{\circ}04'02''$ West, 226.90 feet to a set CN being the Place of Beginning; thence South $09^{\circ}55'58''$ East, 10.41 feet to a set CN; thence South

80°24'59" West, 190.00 feet to a set CN; thence North 09°55'23" West, 8.38 feet to a set PK in said South line of Sixth Street; thence North 79°48'15" East; 189.99 feet to the Place of Beginning. Containing 1,785 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 4:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Elm Street South 09°55'31" East, 11.79 feet to a set CN; thence South 80°24'59" West, 42.89 feet to a point; thence North 09°55'58" West, 11.53 feet to a set CN in said South line of Sixth Street; thence North 80°04'02" East; 42.90 feet to the Place of Beginning. Containing 500 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

EXHIBIT C

(Legal Description: Garage Property)

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT D

(Legal Description: Hotel Property)

Date: September 8, 2025
Description: Port of Greater Cincinnati
Hotel - Consolidation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT E

(Legal Description: Air Parcel)

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT F
TO RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT
(List of Skybridge Plans)

The following PDF files submitted under the title of “CINCINNATI CONVENTION CENTER PEDESTRIAN WALKWAY, BID PACKAGE #2/GMP” dated September 9, 2025:

- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-01-ARCHITECTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-02-STRUCTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-03-FIRE PROTECTION & PLUMBING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-04-MECHANICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-05-ELECTRICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-06-LIGHTING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-07-INTERIORS.pdf

EXHIBIT G

(Form of Consent and Subordination)

CONSENT AND SUBORDINATION OF MORTGAGEE

_____, as the holder of that certain [Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing] (the "Mortgage") to the premises recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Reciprocal Covenants, Restrictions, and Easements Agreement (Convention Center-Hotel-Garage Skybridge), with exhibits thereto (the "REA"), and to the filing thereof, in the office of the County Recorder of Hamilton County, Ohio, and further subjects and subordinates (the "Consent and Subordination") the above-described Mortgage to the provisions of the foregoing REA; provided however, subject to the terms and provisions of the REA, this Consent and Subordination shall not otherwise affect the priority of the Mortgage.

IN WITNESS WHEREOF, _____, by its authorized officer, has caused the execution of this Consent and Subordination of Mortgagee this ____ day of _____, 2026.

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____, on behalf of the company.

Notary Public

Exhibit E

to Real Estate Agreement

Easement Site Plan

See attached

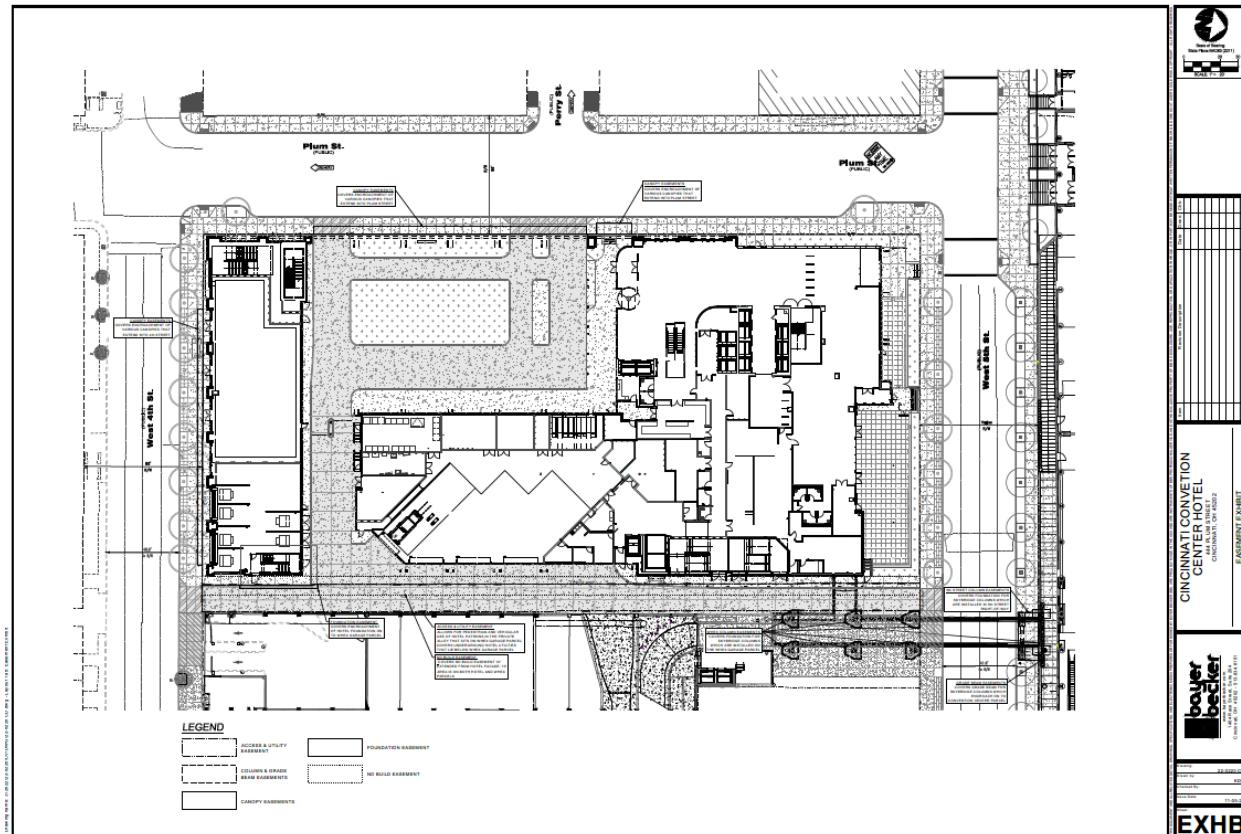


Exhibit F

to Real Estate Agreement

Form of Quitclaim Deed - Existing Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the “**Property**”).

Auditor’s Parcel ID Nos.: 145-0001-0450

Prior instrument reference: Deed Book 4366, Page 2145, and Official Record 13942, Page 1580 of the Hamilton County Records.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

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 as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Legal Description

Situated in City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the east line of Home Street and south line of W. Fifth Street;

Thence with the south line of W. Fifth Street, North 81°05'30" East, 43.03 feet to a set cross notch at the northwest corner of a tract conveyed to the City of Cincinnati in Deed Book 4366, Page 2149;

Thence with the west line of said City of Cincinnati, South 08°45'20" East, 122.92 feet to a set iron pin in the north line of a tract conveyed to The City of Cincinnati in Deed Book 4366, Pg. 2151;

Thence with the north line of said City of Cincinnati, South 81°14'40" West, 42.29 feet to a set cross notch in the east line of aforesaid Home Street;

Thence with the east line of said Home Street, North 09°06'10" West, 122.81 feet to a set cross notch at the **POINT OF BEGINNING**.

CONTAINING 0.1203 Acres and being bound by a vertical limit of above 573.50' (NAVD88).

Being that portion of Hamilton County Parcel No. 145-0001-0313 that is above elevation 573.50' (NAVD88) conveyed to the City of Cincinnati in Deed Book 4366, Page 2145 of the Hamilton County Recorder's Office.

Bearings are based on bearings of Home Street recorded in Plat Book 281, Page 99 of the Hamilton County Recorder's Office.

Exhibit G

to Real Estate Agreement

Form of Quitclaim Deed for Vacation – West Fifth Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

(Vacation of W 5th Street ROW – Air Parcel)

The **City of Cincinnati**, an Ohio municipal corporation ("City"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati OH 45202, all of the City's right, title, and interest in and to the real property described on Exhibit A (Legal Description) and depicted on Exhibit B (Sale Plat) attached hereto and made a part hereof (the "**Property**").

Property Address: Former W 5th Street right-of-way, Cincinnati, OH 45202

Auditor's parcel: none (former right-of-way)

Prior Instrument Reference: None (former right-of-way)

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026 (a certified copy of which is attached hereto as Exhibit C (Ordinance)), and pursuant to Ohio Revised Code Chapter 723, the Property is hereby vacated as public right-of-way by the City.

Executed on _____, 2026.

City of Cincinnati

By: _____

Sheryl M.M. Long, City Manager

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 municipal corporation.

Notary Public

My commission expires: _____

[Additional signatures follow on next page]

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:

Exhibit A – *Legal Description*
Exhibit B – *Sale Plat*
Exhibit C – *Ordinance*

EXHIBIT A
to Quitclaim Deed
Legal Description

Date: October 15, 2025
Description: Part of West 5th Street
Vacation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miami, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of West 5th Street with the elevations of 562.25 (bottom) to 607.54 (top) containing 0.0572 acres (2493 square feet) horizontally, 112,900 cubic feet vertically and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way line of said West 5th Street, North 80° 22' 10" East, 201.66 feet to a point being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet, and being the **True Point of Beginning**:

thence, from the True Point of Beginning departing said south right of way line and through said West 5th Street, North 09° 28' 38" West, 66.00 feet to the north right of way of West 5th Street, being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, with said north right of way of said West 5th Street, North 80° 22' 12" East, 37.77 feet being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, departing said north right of way and through said West 5th Street, South 09° 28' 38" East, 66.00 feet to said south right of way of said West 5th Street, being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet;

thence, with said south right of way of said West 5th Street, South 80° 22' 12" West, 37.77 feet to the **True Point of Beginning**, containing 0.0269 acres of land, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

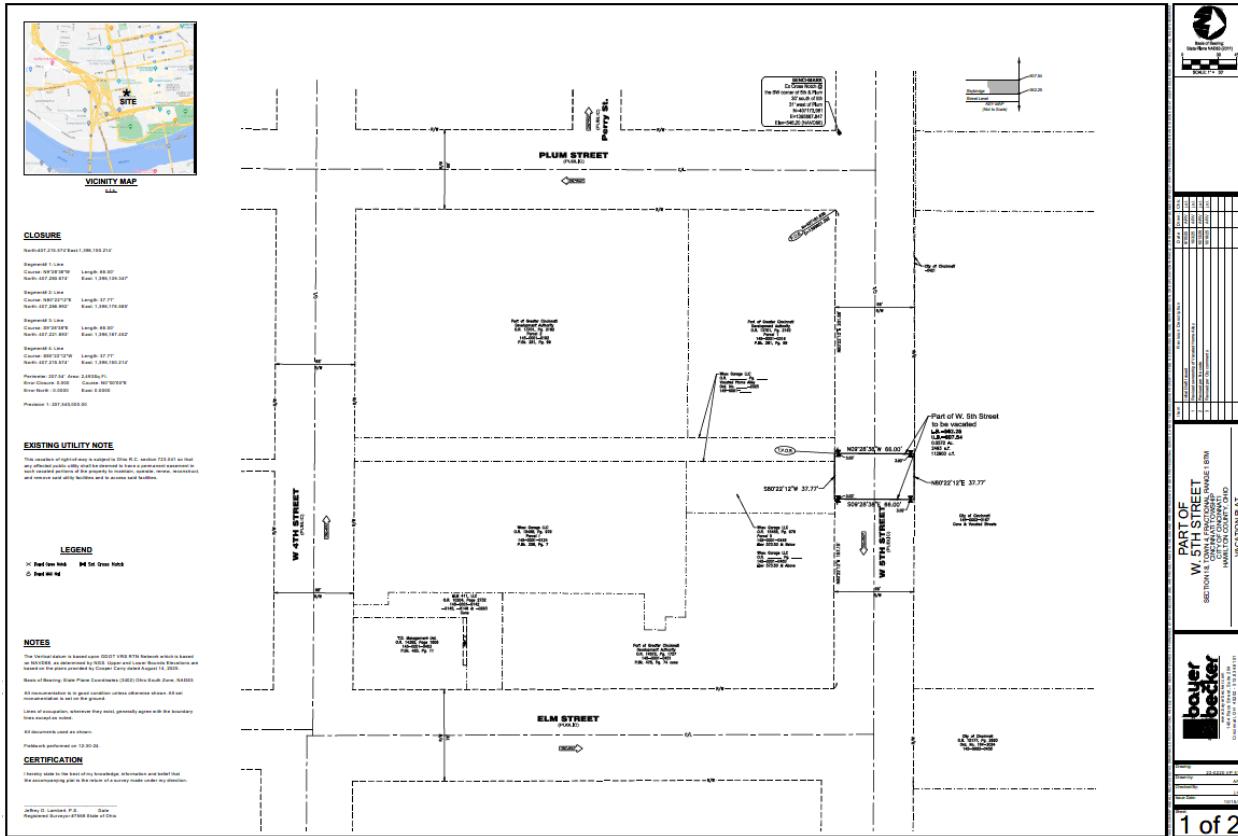
All set monumentation is set on the ground.

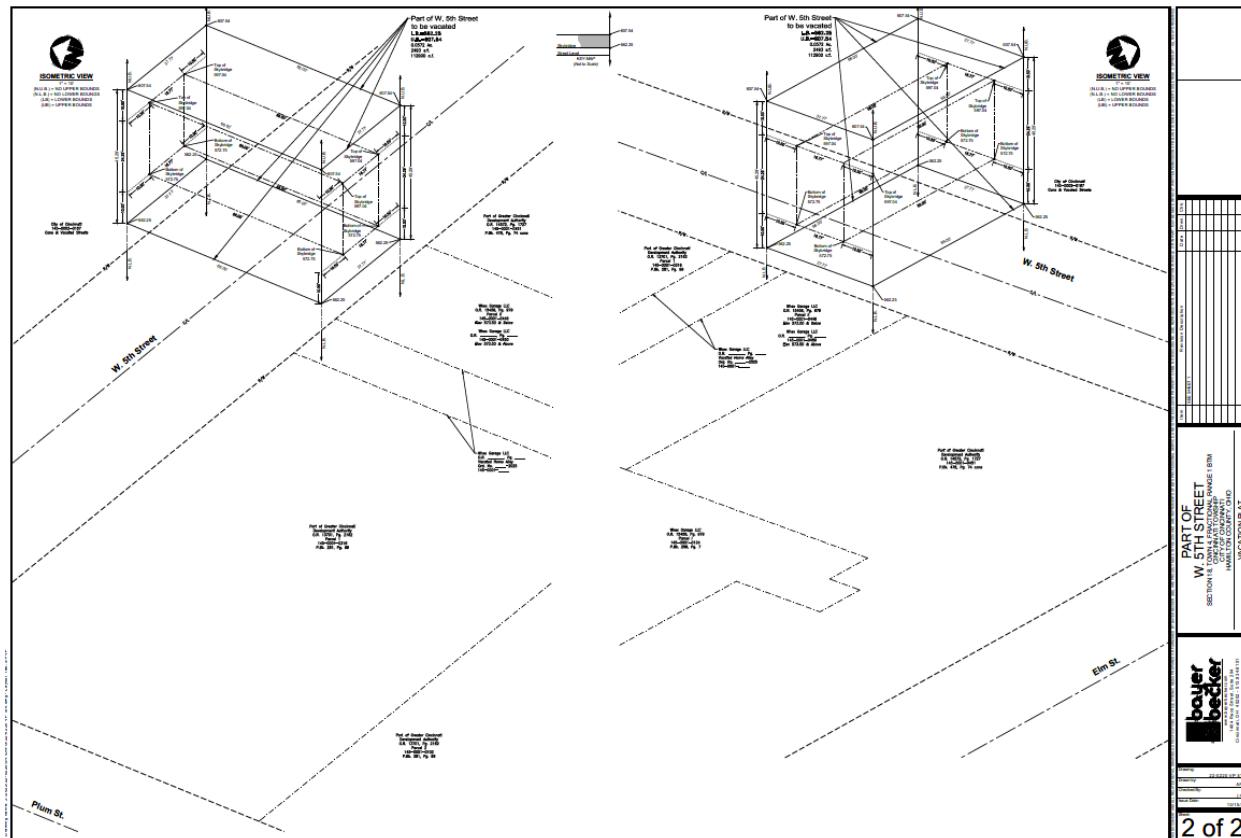
Elevations based on ODOT VRS RTN Network which is based on NAVD88, as determined by NGS

The above description was prepared from a vacation plat made on October 13, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

EXHIBIT B
to Quitclaim Deed
Sale Plat

See attached.





2 of 2

EXHIBIT C
to Quitclaim Deed
Ordinance
See attached.

Exhibit H

to Real Estate Agreement

Form of Quitclaim Deed to Whex – West Fifth Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the “**Property**”).

Auditor’s Parcel ID Nos.:

Prior instrument reference: Official Record _____, Page _____ of the Hamilton County Records.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

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 as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
*Legal
Description*

Date: October 15, 2025
Description: Part of West 5th Street
Vacation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of West 5th Street with the elevations of 562.25 (bottom) to 607.54 (top) containing 0.0572 acres (2493 square feet) horizontally, 112,900 cubic feet vertically and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way line of said West 5th Street, North 80° 22' 10" East, 201.66 feet to a point being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet, and being the **True Point of Beginning**:

thence, from the True Point of Beginning departing said south right of way line and through said West 5th Street, North 09° 28' 38" West, 66.00 feet to the north right of way of West 5th Street, being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, with said north right of way of said West 5th Street, North 80° 22' 12" East, 37.77 feet being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, departing said north right of way and through said West 5th Street, South 09° 28' 38" East, 66.00 feet to said south right of way of said West 5th Street, being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet;

thence, with said south right of way of said West 5th Street, South 80° 22' 12" West, 37.77 feet to the **True Point of Beginning**, containing 0.0269 acres of land, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

All set monumentation is set on the ground.

Elevations based on ODOT VRS RTN Network which is based on NAVD88, as determined by NGS

The above description was prepared from a vacation plat made on October 13, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Exhibit I

to Real Estate Agreement

Form of Quitclaim Deed for Vacation – Home Alley

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

(Vacation of Home Alley)

The **City of Cincinnati**, an Ohio municipal corporation ("City"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati OH 45202, all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description*) and depicted on Exhibit B (*Sale Plat*) attached hereto and made a part hereof (the "**Property**").

Property Address: Former Home Alley right-of-way, Cincinnati, OH 45202

Auditor's parcel: none (former right-of-way)

Prior Instrument Reference: none (former right-of-way)

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

Creation of Utility Easement: Any affected public utility, including any City-owned or operated public utility, existing within the Property shall be deemed to have a permanent easement in such portions of the Property that was former public right-of-way and has since been vacated for the purpose of maintaining, operating, renewing, reconstructing, and removing utility facilities existing at the time of conveyance, and for purposes of access to said facilities. No easement or other rights shall be affected due to the doctrine of merger.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026 (a certified copy of which is attached hereto as Exhibit C (Ordinance)), and pursuant to Ohio Revised Code Chapter 723, the Property is hereby vacated as public right-of-way by the City.

Executed on _____, 2026.

City of Cincinnati

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

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 municipal corporation.

Notary Public
My commission expires: _____

[Additional signatures follow on next page]

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:

Exhibit A – *Legal Description*

Exhibit B – *Sale Plat*

Exhibit C – *Ordinance*

Exhibit A
to Quitclaim Deed

Legal description

Date: April 10, 2025
Description: All of Home Alley
Vacation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and all of Home Alley of the Hamilton County Recorder's Office containing 0.1828 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of said Home Alley (20' R/W), being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the west right of way of said Home Alley and with the south right of way of said West 5th Street, North 80° 22' 12" East, 20.00 feet to the intersection of the south right of way of said West 5th Street and the east right of way of said Home Alley being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the east right of way of said Home Alley, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the east right of way of said Home Alley and with the north right of way of said West 4th Street, South 80° 31' 52" West, 20.00 feet to the west right of way of said Home Alley and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with to the west right of way of said Home Alley, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.1828 acres of land, more or less.

The above description was prepared from a vacation plat made on April 10, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).



Exhibit B
to Quitclaim Deed
Sale Plat

See attached

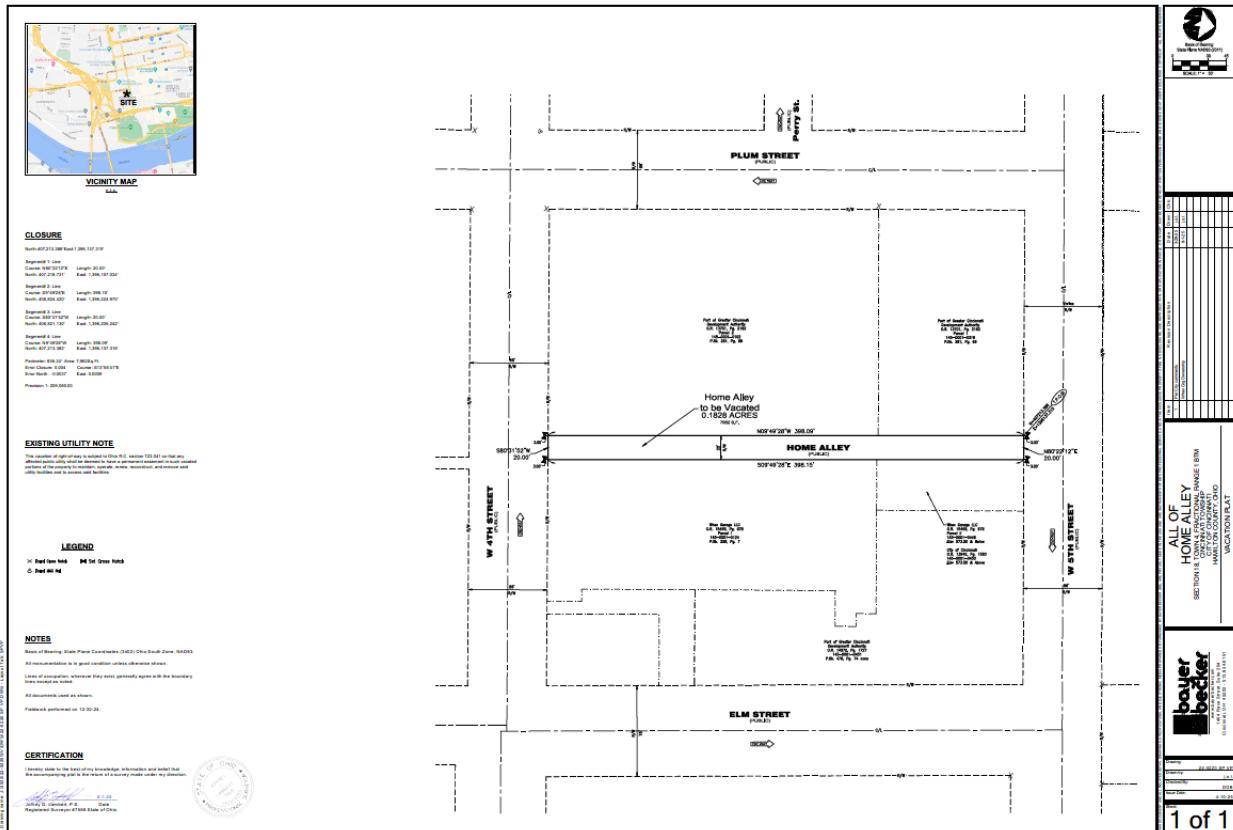


EXHIBIT C
to Quitclaim Deed

Ordinance

See attached.

Exhibit J

to Real Estate Agreement

Form of Quitclaim Deed to Whex – Home Alley

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto (the “**Property**”).

Auditor’s Parcel ID Nos.:

Prior instrument reference: Official Record _____, Page _____ of the Hamilton County Records.

Reservation of Utility Easement: Except for those existing sewer facilities within the Property, any affected public utility, including any City-owned or operated public utility existing within the Property shall be deemed to have a permanent easement in such portions of the Property that was former public right-of-way and has since been vacated for the purpose of maintaining, operating, renewing, reconstructing, and removing utility facilities existing at the time of conveyance, and for purposes of access to said facilities.

Reservation of Sewer Easement: The City hereby reserves a permanent easement for the purpose of maintaining, operating, renewing, reconstructing, and removing sewer facilities and for purposes of access to said facilities within that portion of the Property depicted on Exhibit B and described on Exhibit C (the “**Sewer Easement Area**”). The City hereby quitclaims all other easements for sewer facilities within the Property, that are outside of the Sewer Easement Area.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B – Depiction of Sewer Easement Area

Exhibit C – Legal Description of Sewer Easement Area.

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

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 as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Legal Description

Date: April 10, 2025
Description: All of Home Alley
Vacation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and all of Home Alley of the Hamilton County Recorder's Office containing 0.1828 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of said Home Alley (20' R/W), being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the west right of way of said Home Alley and with the south right of way of said West 5th Street, North 80° 22' 12" East, 20.00 feet to the intersection of the south right of way of said West 5th Street and the east right of way of said Home Alley being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the east right of way of said Home Alley, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the east right of way of said Home Alley and with the north right of way of said West 4th Street, South 80° 31' 52" West, 20.00 feet to the west right of way of said Home Alley and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with to the west right of way of said Home Alley, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.1828 acres of land, more or less.

The above description was prepared from a vacation plat made on April 10, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).



Exhibit B
to Quitclaim Deed
Depiction of Sewer Easement Area

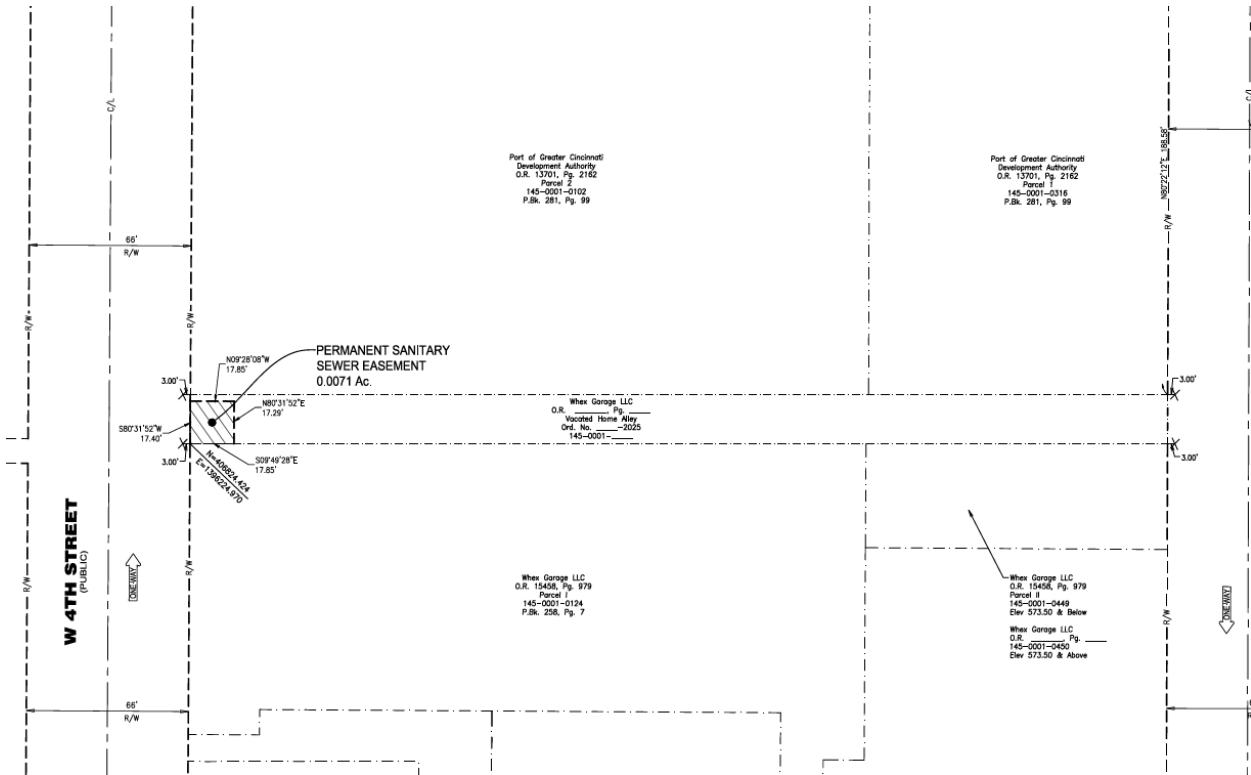


Exhibit C
to Quitclaim Deed
Legal Description of Sewer Easement Area

Date: February 2, 2026
Description: Sanitary Sewer Easement
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. _____-2025 of the Hamilton County Recorder's Office being a Sanitary Sewer Easement and being further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the former east right of way of said vacated Home Alley and being the southwest corner of Whex Garage LLC as recorded in Official Record 15458, Page 979 and being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet and being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing said Whex Garage LLC as recorded in Official Record 15458, Page 979 and with the north right of way of said West 4th Street, South 80° 31' 52" West, 17.42 feet

thence, departing the north right of way of said West 4th Street and through said Whex Garage LLC as recorded in Official Record _____, Page _____ the following two courses: North 09° 28' 08" West, 17.85 feet;

thence, North 80° 31' 52" East, 17.29 feet to the west line of said Whex Garage LLC as recorded in Official Record 15458, Page 979;

thence with said Whex Garage LLC as recorded in Official Record 15458, Page 979, South 09° 49' 28" East, 17.85 feet to the **True Point of Beginning**, containing 0.0071 acres of land, more or less.

The above description was prepared from an Sanitary Sewer Easement Dedication Plat made on April 11, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit K

to Real Estate Agreement

Form of Grant of Easements - Skybridge

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENTS - SKYBRIDGE

(encroachment upon a portion of West Fifth Street for support columns
and a portion of the Convention Center property for Grade Beams)

This Grant of Easements - Skybridge is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "City"), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("Grantee").

Recitals:

A. By virtue of a _____ Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain air parcel above West Fifth Street and parcels south of West Fifth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (*Legal Description – Benefitted Air Parcel*) and partially depicted on Exhibit B (*Site Plan*) attached hereto (the "Benefitted Air Parcel").

B. The City owns certain real property below a portion of the Benefitted Air Parcel being (i) the public right-of-way known as West Fifth Street, a portion of which is more particularly depicted on Exhibit B hereto ("West Fifth") and (ii) the property commonly known as the Cincinnati Convention Center (Hamilton County Parcel ID 145-0002-0167 and 145-0002-0414) ("Convention Center") a portion of which is more particularly depicted on Exhibit B hereto ("City Parcel"). West Fifth is under the management of the City's Department of Transportation and Engineering ("DOTE"). The City Parcel is under the management of the City Manager's Office.

C. Grantee intends to construct an elevated and enclosed pedestrian walkway within the Benefitted Air Parcel (the "Skybridge") to provide pedestrian access above street level between: (i) the Hotel (defined below), (ii) the parking garage located at 212 West Fourth Street, Cincinnati, Ohio, and (iii) the Convention Center.

D. Grantee has requested the City to (i) grant an easement for an encroachment upon a portion of West Fifth to construct and maintain the support columns and the support column foundations located beneath the surface of West Fifth and attaching directly to the Convention Center's foundation located upon and within the City Parcel, required for the portion of the Skybridge above West Fifth (collectively, the "Columns"), as more particularly depicted on Exhibit B, and (ii) grant an easement for an encroachment upon a portion of the City Parcel to construct and maintain the horizontal grade beams for the Skybridge ("Grade Beams"), as more particularly depicted on Exhibit B.

E. The Columns are located within that portion of West Fifth described on Exhibit C (*Legal Description – Easement Area - Columns*) attached hereto and the Grade Beams are located within that portion of the City Parcel described on Exhibit D (*Legal Description – Easement Area – Grade Beams*) (individually an "Easement Area" and collectively, the "Easement Areas") and as depicted on Exhibit B.

F. The City Manager, in consultation with DOTE, has determined that: (i) these easements will not have an adverse effect on the City's retained interest in West Fifth or the City Parcel; (ii) these easements will not unreasonably interfere with the City's use of West Fifth or the City Parcel for municipal purposes; (iii) granting these easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) granting these easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, an adjoining property owner, would have any use for these easements.

G. The City's Real Estate Services Division has determined that the fair market value of these easements, as determined by professional appraisal, is a total of \$18,900, however, the City is agreeable to convey these easements for \$1.00 because the City will receive economic and non-economic benefits from the grants set forth herein that is anticipated to equal or exceed the fair market value of these easements because these easements are associated with the redevelopment of the property adjacent to the Benefitted Air Parcel to construct and operate a new hotel to serve the Convention Center (the "**Hotel**"), and the City anticipates that the Hotel will stimulate economic activity and growth in the Central Business District.

H. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the grant of this easement at its meeting on September 5, 2025.

I. Cincinnati City Council authorized the execution of this easement by No. [____]-2026, passed by Cincinnati City Council on [____], 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Air Parcel, a permanent easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Columns and the Grade Beams within their respective Easement Areas. Following construction of the Columns, Grade Beams, and the Skybridge, Grantee shall only make alterations, additions, enlargements, or modifications to the Columns or Grade Beams with the prior written consent of the City. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The rights granted to Grantee herein shall be subordinate and subject to the City's rights to manage, operate, and maintain the West Fifth public right-of-way and the City Parcel in the best interest of the public health, safety, and general welfare, as determined by the City.

2. Utilities. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers to enter upon West Fifth from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee's construction, installation, use, occupancy, operation, or maintenance of the Columns and Grade Beams.

3. Permitted Use. Grantee shall solely use the Easement Areas to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Columns and Grade

Beams. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of West Fifth and the City Parcel, as determined by the City.

4. Termination. Notwithstanding anything herein to the contrary, these easements shall automatically terminate upon the complete or respective partial demolition, without rebuilding within one year after such demolition, of the Columns or Grade Beams within the Easement Areas, such that these easements would be rendered unnecessary or upon written notice from the City, if, as a result of Grantee's failure to maintain the Columns or Grade Beams as required by this Grant of Easements, the City determines that the Columns or Grade Beams are creating a public safety issue, including but not limited to, noncompliance with Americans with Disabilities Act ("ADA") accessibility regulations, or contributing to adverse impacts on the usability or accessibility of West Fifth, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner.

5. Restoration. Upon the termination of this Easement, Grantee shall, at its sole expense, take immediate steps to remove the Columns and Grade Beams from the Easement Areas and shall repair and restore any and all public improvements and any private improvements of the Convention Center (collectively, the "**Improvements**") within the Easement Areas to their original condition as they existed immediately prior to the construction of the Columns and Grade Beams unless otherwise authorized by the city manager or their designee. All repairs, modifications, and restorations shall be subject to the city manager's or their designee's supervision and approval.

6. Failure to Restore. Following a termination pursuant to Section 4 hereof, if Grantee fails to remove the Columns or Grade Beams from the Easement Areas or to repair and restore any and all Improvements within the Easement Areas within a reasonable time, the Columns, Grade Beams, and any and all of Grantee's personal property within the Easement Areas not so removed shall be deemed abandoned, and the City may remove the Improvements and associated personal property and restore any and all Improvements within the Easement Areas to their original condition, and may charge the expense thereof to Grantee.

7. Maintenance and Repairs. At no cost to the City, Grantee shall construct the Columns and Grade Beams in accordance with the plans and specifications approved by DOTE and the City and in accordance with applicable code standards. Once installed, Grantee shall not make any enlargements or material alterations, additions, or modifications to the Columns or Grade Beams without the prior written consent of the City. At no cost to the City, following construction of the Columns, the Grantee shall maintain the Columns and Grade Beams in continuous good condition and repair. The City shall not have any maintenance or repair obligations or any obligation to provide services for the Columns or Grade Beams under this instrument or any related instruments. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, the City shall be solely responsible for any repair or reconstruction costs related to the Columns or Grade Beams if the work is necessitated by the gross negligence or willful misconduct of the City or its agents, employees or contractors.

8. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery

against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Columns or Grade Beams, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Columns or Grade Beams and this grant of easement.

9. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas, other than areas occupied by the Columns and Grade Beams (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

10. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Columns and Grade Beams.

11. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to commence cure of the same to the City's satisfaction within thirty (30) days after receiving written notice thereof from the City and complete such cure within a reasonable time not to exceed ninety (90) days from the date of notice to Grantee, the City shall have the right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Air Parcel until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

12. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

13. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

14. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

15. Coordinated Report Conditions (CR #21-2025). The following additional conditions shall apply as required by the indicated City department or affiliate:

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

- i. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way.
- ii. All improvements in the public right-of-way must be built in compliance with City standards, policies and guidelines.

iii. All underground facilities or structures must be appropriately marked upon installation.

(B) Greater Cincinnati Water Works ("GCWW"): Existing GCWW infrastructure must be abandoned and properly capped prior to construction of the Columns, Grade Beams, the Skybridge, or other associated structures.

(C) Cincinnati City Planning and Engagement: Construction of the Columns and Grade Beams are subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and will require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Grantee as of the Effective Date.

In addition to the above-stated conditions, any demolition, construction, installation, renovation, or other work performed with the rights granted herein shall be completed in compliance with the requirements of applicable national, state, and municipal codes, and after obtaining the permits required by the same. This easement shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

16. Estoppel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

17. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

18. Exhibits. The following exhibits are attached hereto and made a part hereof:

- Exhibit A – *Legal Description – Benefitted Air Parcel*
- Exhibit B – *Site Plan*
- Exhibit C – *Legal Description – Easement Area – Columns*
- Exhibit D – *Legal Description – Easement Area – Grade Beams*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the “**Effective Date**”).

City of Cincinnati

By: _____

Sheryl M.M. Long, City Manager

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 municipal corporation.

Notary Public
My commission expires: _____

Approved as to Form by:

Assistant City Solicitor

[Grantee Signature Page Follows]

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Exhibit A

to Grant of Easements - Skybridge

Legal Description – Benefitted Air Parcel

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

Exhibit B

to Grant of Easement - Skybridge

Site Plan depicting Column Easement Area

See attached.

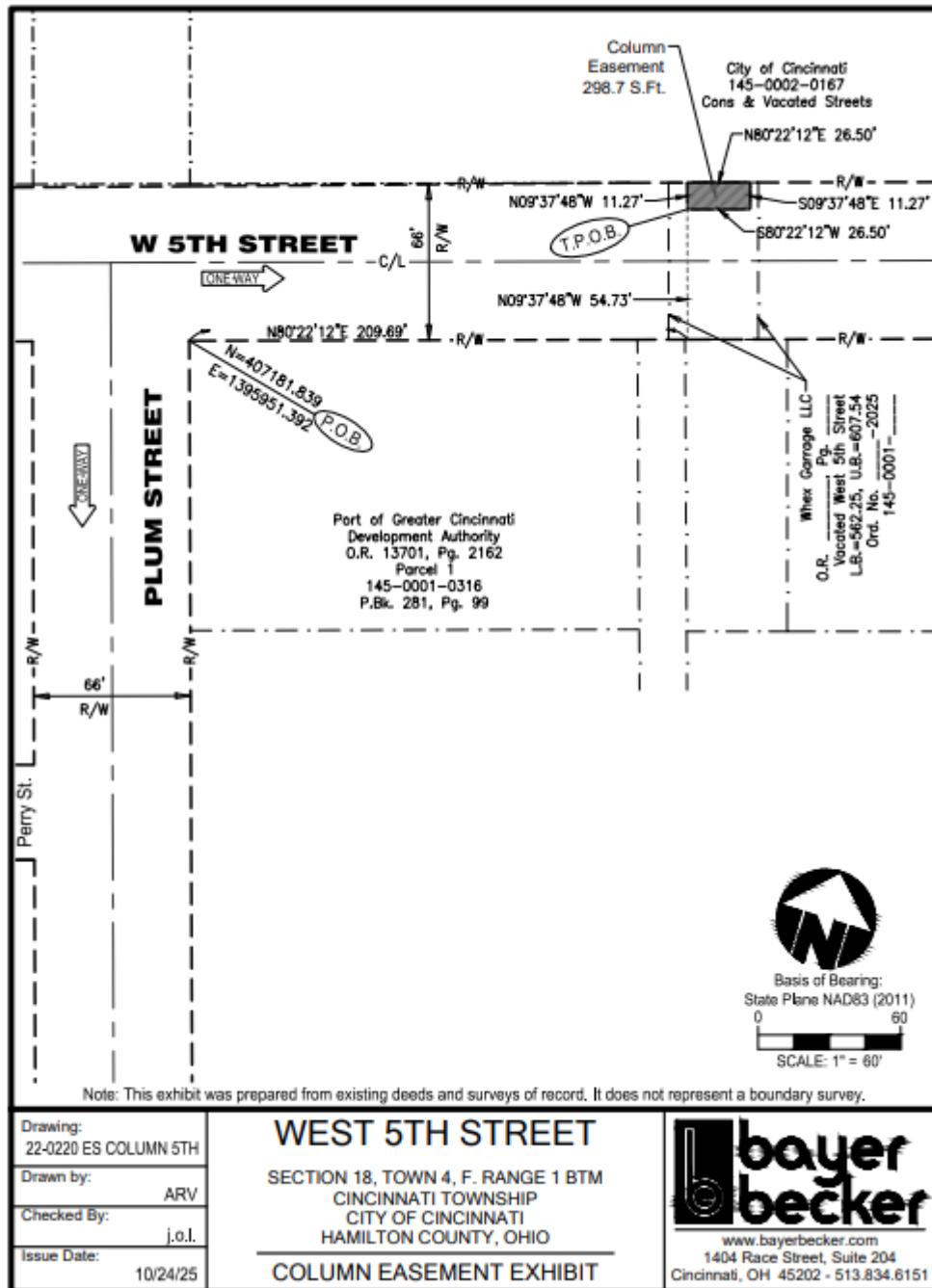
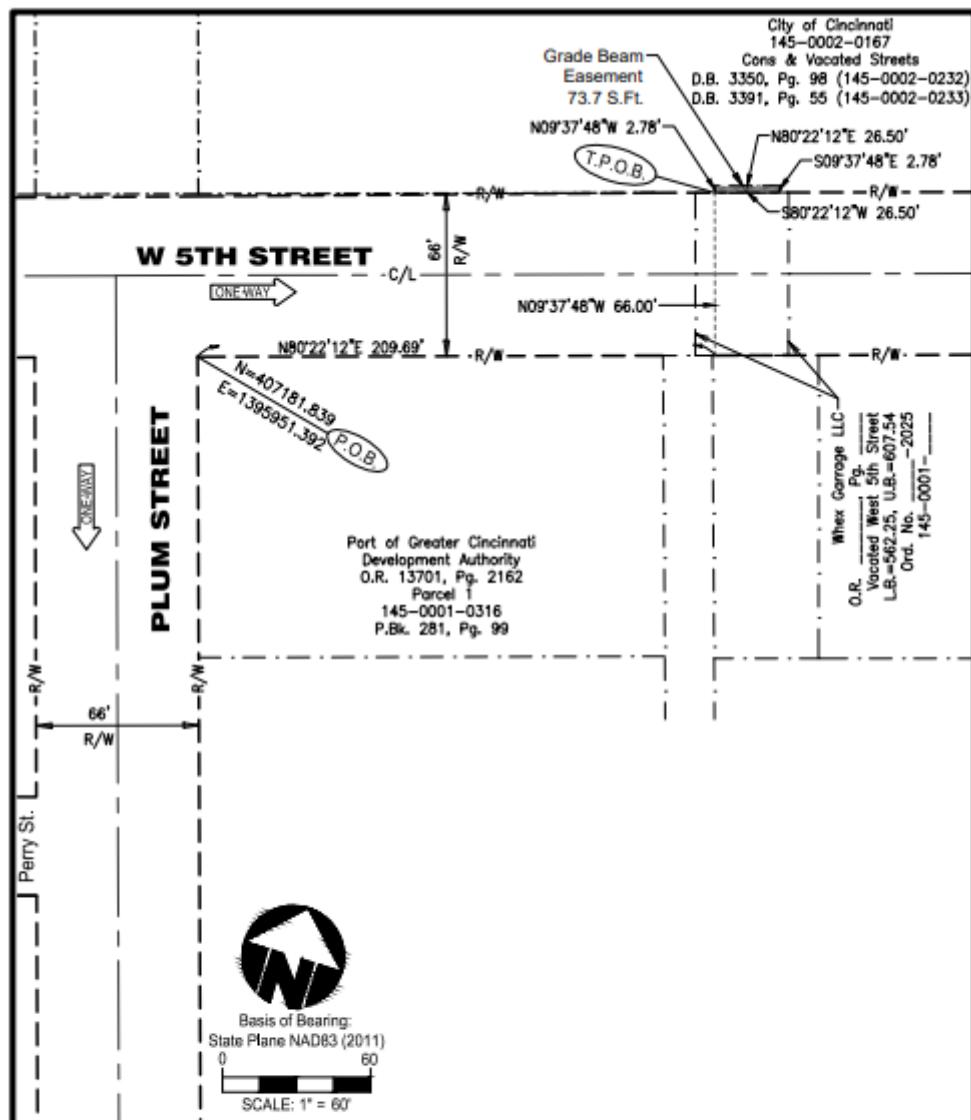


Exhibit B (cont.)

to Grant of Easement - Skybridge

Site Plan depicting Grade Beam Easement Area

See attached.



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing: 22-0220 ES GRADE CONV	CITY OF CINCINNATI DUKE ENERGY CONVENTION CENTER SECTION 18, TOWN 4, F. RANGE 1 BTM CINCINNATI TOWNSHIP CITY OF CINCINNATI HAMILTON COUNTY, OHIO	
Drawn by: ARV		
Checked By: j.o.l.		
Issue Date: 10/24/25	GRADE BEAM EASEMENT EXHIBIT	

Exhibit C

to Grant of Easements - Skybridge

Legal Description – Easement Area – Columns

Date: October 24, 2025
Description: Convention Center Hotel
West 5th Street
Column Easement
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of West 5th Street right of way, and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way of said West 5th Street, North 80° 22' 10" East, 209.69 feet; thence, departing said south right of way of West 5th Street and through said West 5th Street right of way, North 09°37'48" West, 54.73 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing through said West 5th Street right of way, North 09° 37' 48" West, 11.27 feet to the north right of way of said West 5th Street;

thence, with the north right of way of said West 5th Street, North 80° 22' 12" East, 26.50 feet;

thence, departing the north right of way of said West 5th Street and through said West 5th Street right of way, the following two courses: South 09° 37' 48" East, 11.27 feet;

thence, South 80° 22' 12" West, 26.50 feet to the **True Point of Beginning**, containing 298.7 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit D

to Grant of Easement - Skybridge

Legal Description – Easement Area – Grade Beams

Date: October 24, 2025
Description: Duke Energy Convention Center
West 5th Street
Grade Beam Easement
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a Grade Beam Easement over part of the City of Cincinnati land, Parcel 145-0002-0167, as recorded in Deed Book 3350, Page 98 and Deed Book 3391, Page 55, and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way of said West 5th Street, North 80° 22' 10" East, 209.69 feet; thence, departing said south right of way of West 5th Street and through said West 5th Street, North 09° 37' 48" West, 66.00 feet to the north right of way of said West 5th Street and the **True Point of Beginning**:

thence, from the **True Point of Beginning**, departing said north right of way of said West 5th Street and through the said City of Cincinnati land, the following three courses: North 09° 37' 48" West, 2.78 feet;

thence, North 80° 22' 12" East, 26.50 feet;

thence, South 09° 37' 48" East, 2.78 feet to the north right of way of said West 5th Street;

thence, with the north right of way of said West 5th Street, South 80° 22' 12" West, 26.50 feet to the **True Point of Beginning**, containing 73.7 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit L

to Real Estate Agreement

Form of Grant of Easements - Canopies

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENTS - CANOPIES

(canopy easements for portions of Plum and West Fourth Street)

This Grant of Easements – Canopies is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 (“**Grantee**”).

Recitals:

A. By virtue of a _____ *Deed* recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain parcel just northeast of the intersection of Plum and West Fourth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (Legal Description – Benefitted Property) and depicted on Exhibit B (Site Plan) attached hereto (the "**Benefitted Property**").

B. The City owns certain real property immediately to the south and west of the Benefitted Property being the public rights-of-way known as Plum Street and West Fourth Street, a portion of which is more particularly depicted on Exhibit B hereto ("Plum and West Fourth"). Plum and West Fourth are under the management of the City's Department of Transportation and Engineering ("DOTE").

C. Grantee intends to construct the Hotel (defined below and shown on Exhibit B) on the Benefitted Property.

D. Grantee has requested the City to grant an easement for an encroachment upon a portion of Plum and West Fourth to construct and maintain the canopies that will be part of the Hotel (the "Canopies"), as more particularly depicted on Exhibit B.

E. The Canopies are located over and within that portion Plum and West Fourth described on Exhibit C (Legal Description – Easement Areas) attached hereto (the “**Easement Areas**”) and as depicted on Exhibit B.

F. The City Manager, in consultation with DOTE, has determined that: (i) this grant of easements will not have an adverse effect on the City's retained interest in Plum and West Fourth; (ii) this grant of easements not unreasonably interfere with the City's use of Plum and West Fourth for municipal purposes; (iii) granting this grant of easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) granting this grant of easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, an adjoining property owner, would have any use for this grant of easements.

G. The City's Real Estate Services Division has determined that the fair market value of this grant of easements, as determined by professional appraisal, is \$36,000, however, the City is agreeable to convey the easements set forth herein for \$1.00 because the City will receive economic and non-

economic benefits from the grants set forth herein that is anticipated to equal or exceed the fair market value of this grant of easements because this grant of easements is associated with the construction and operation of a new hotel to serve the Cincinnati Convention Center located adjacent to Plum and West Fourth (the “**Hotel**”), and the City anticipates that the Hotel will stimulate economic activity and growth in the Central Business District.

H. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the grant of this grant of easements at its meeting on September 5, 2025.

I. Cincinnati City Council authorized the execution of this grant of easements by No. [____]-2026, passed by Cincinnati City Council on [____], 2026.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a permanent easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Canopies within the Easement Areas. Following construction of the Canopies, Grantee shall only make alterations, additions, enlargements, or modifications to the Canopies with the prior written consent of the City. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The rights granted to Grantee herein shall be subordinate and subject to the City’s rights to manage, operate, and maintain the Plum and West Fourth public right-of-way in the best interest of the public health, safety, and general welfare, as determined by the City.

2. Utilities. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas (“**Third-Party Utility Lines**”). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers to enter upon Plum and West Fourth from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers’ access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee’s construction, installation, use, occupancy, operation, or maintenance of the Canopies.

3. Permitted Use. Grantee shall solely use the Easement Areas to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Canopies. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of Plum and West Fourth, as determined by the City.

4. Termination. Notwithstanding anything herein to the contrary, this grant of easements shall automatically terminate (i) upon the complete or respective partial demolition or removal, without rebuilding or replacing within one year of such demolition or removal, of the Canopies within the Easement Areas, such that this grant of easements would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Easement Areas or any portion thereof for a municipal purpose, including, without limitation, to comply with Americans with Disabilities Act (“**ADA**”) regulations or accessibility standards; or (iii) upon written notice from the City, if the City determines that

the Canopies are creating a public safety issue, or contributing to adverse impacts on the usability or accessibility of Plum and West Fourth, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner.

5. Maintenance and Repairs. At no cost to the City, Grantee shall construct the Canopies in accordance with the plans and specifications approved by DOTE and in accordance with applicable code standards. Once installed, Grantee shall maintain the Canopies in continuous good condition and repair, at no cost to the City. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, the City shall be solely responsible for any repair or reconstruction costs related to the Canopies if the work is necessitated by the gross negligence or willful misconduct of the City or its agents, employees or contractors.

6. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming the City as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Canopies, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Canopies and this grant of easement.

7. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

8. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Canopies.

9. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to DOTE's satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have the right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Property until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

10. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

11. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest

extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

12. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. Coordinated Report Conditions (CR # 46-2025): The following additional conditions shall apply as required by the indicated City department or affiliate:

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

- i. All materials used for the structures to be constructed or installed within the Easement Areas shall be non-rusting and non-corroding so as not to stain sidewalk or building surfaces.
- ii. Construction drawings for any building mounted canopies or structures extending into the right-of-way shall be prepared by an engineer or architect registered in the State of Ohio and must state the design loads on the drawings.
- iii. Sidewalks must remain open and accessible to the public during installation of canopies. If any canopy installation will take longer than two hours a street use permit must be obtained from DOTE, [unless otherwise covered by sidewalk construction and lane closure permits.]
- iv. Canopies or other structures less than 15 feet above grade shall not extend into or occupy more than two-thirds (2/3) of the width of the sidewalk.
- v. Stanchions, columns or other supports supporting canopies shall be not less than two (2) feet from the curb line.
- vi. No canopy or support structure for any canopy shall be less than five (5) feet from any utility pole and shall comply with applicable clearance requirements for overhead utility lines.

(B) Cincinnati City Planning and Engagement: Canopies are subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and will require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Grantee as of the Effective Date.

(C) Cincinnati Department of Buildings and Inspections ("B&I"): After recording, a copy of this document shall be provided to B&I with the application for any permit necessary for the construction of the Canopies.

In addition to the above stated conditions, any demolition, construction, installation, renovation, or other work performed with the rights granted herein shall be completed in compliance with the requirements of applicable national, state and municipal codes, and after obtaining the permits required by the same. This easement shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

14. Estopel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the

performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

15. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

16. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description – Benefitted Property*
Exhibit B – *Site Plan*
Exhibit C – *Legal Description – Easement Areas*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the **“Effective Date”**).

CITY OF CINCINNATI

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

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 municipal corporation.

Notary Public
My commission expires:

Approved as to Form by:

Assistant City Solicitor

[Grantee Signature Page Follows]

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name:

Title: _____

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Exhibit A

to Grant of Easements - Canopies

Legal Description – Benefitted Property

Date: September 8, 2025
Description: Port of Greater Cincinnati
Hotel - Consolidation
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit B

to Grant of Easements - Canopies

Site Plan

See attached.

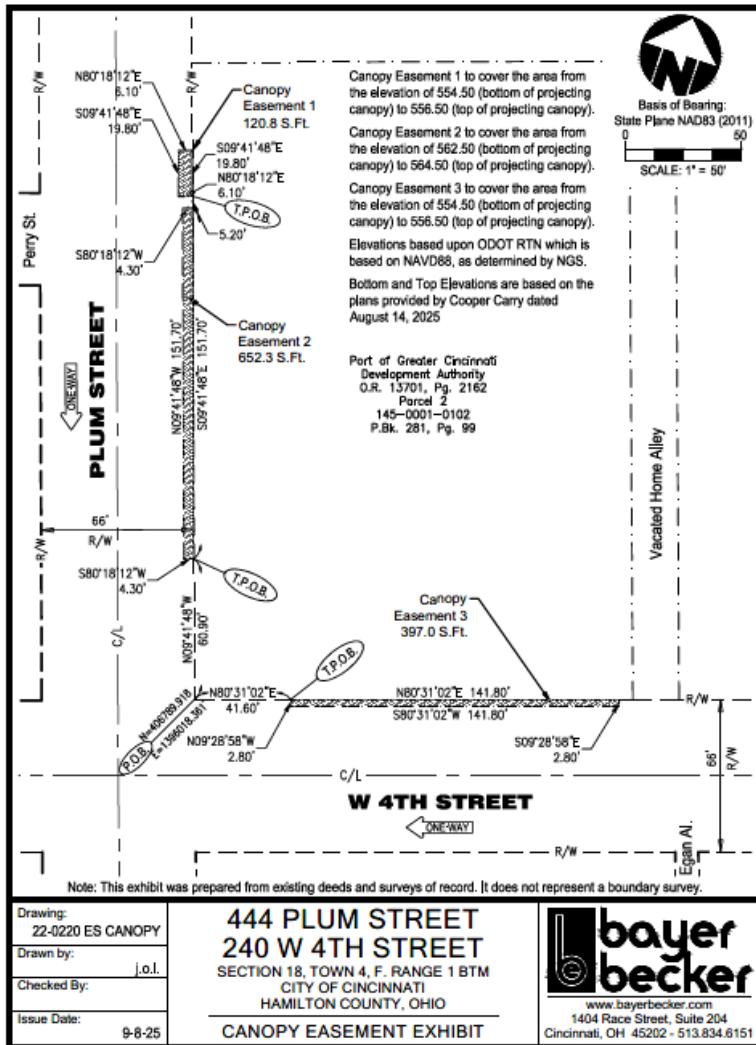


Exhibit C

to Grant of Easements - Canopies

Legal Description – Easement Areas

Date: September 8, 2025
Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 1
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miami, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 554.50 (bottom of projecting canopy) to 556.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the east right of way of said Plum Street (66' R/W); thence, departing the north right of way of said West 4th Street and with the east right of way of said Plum Street, North 09° 41' 48" West, 217.80 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning** and departing the east right of way of said Plum Street and through said Plum Street right of way the following three courses: North 80° 18' 12" East, 6.10 feet;

thence, North 09° 41' 48" West, 19.80 feet;

thence, South 80° 18' 12" West, 6.10 feet to the east right of way of said Plum Street;

thence, with the east right of way of said Plum Street, South 09° 41' 48" East, 19.80 feet to the **True Point of Beginning**, containing 120.8 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Date: September 8, 2025
Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 2
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 562.50 (bottom of projecting canopy) to 564.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the east right of way of said Plum Street (66' R/W); thence, departing the north right of way of said West 4th Street and with the east right of way of said Plum Street, North 09° 41' 48" West, 60.90 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning** and departing the east right of way of said Plum Street and through said Plum Street right of way the following three courses: North 80° 18' 12" East, 4.30 feet;

thence, North 09° 41' 48" West, 151.70 feet;

thence, South 80° 18' 12" West, 4.30 feet to the east right of way of said Plum Street;

thence, with the east right of way of said Plum Street, South 09° 41' 48" East, 151.70 feet to the **True Point of Beginning**, containing 652.3 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Date: September 8, 2025
Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 3
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 554.40 (bottom of projecting canopy) to 556.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of said West 4th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing the east right of way of said Plum Street and with the north right of way of said West 4th Street, North 80° 31' 02" East, 41.60 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning** and continuing with the north right of way of said West 4th Street, North 80° 31' 02" East, 141.80 feet;

thence, departing the north right of way of said West 4th Street and through said West 4th Street right of way the following three courses: South 09° 28' 58" East, 2.80 feet;

thence, South 80° 31' 02" West, 141.80 feet;

thence, North 09° 28' 58" West, 2.80 feet to the **True Point of Beginning**, containing 397.0 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

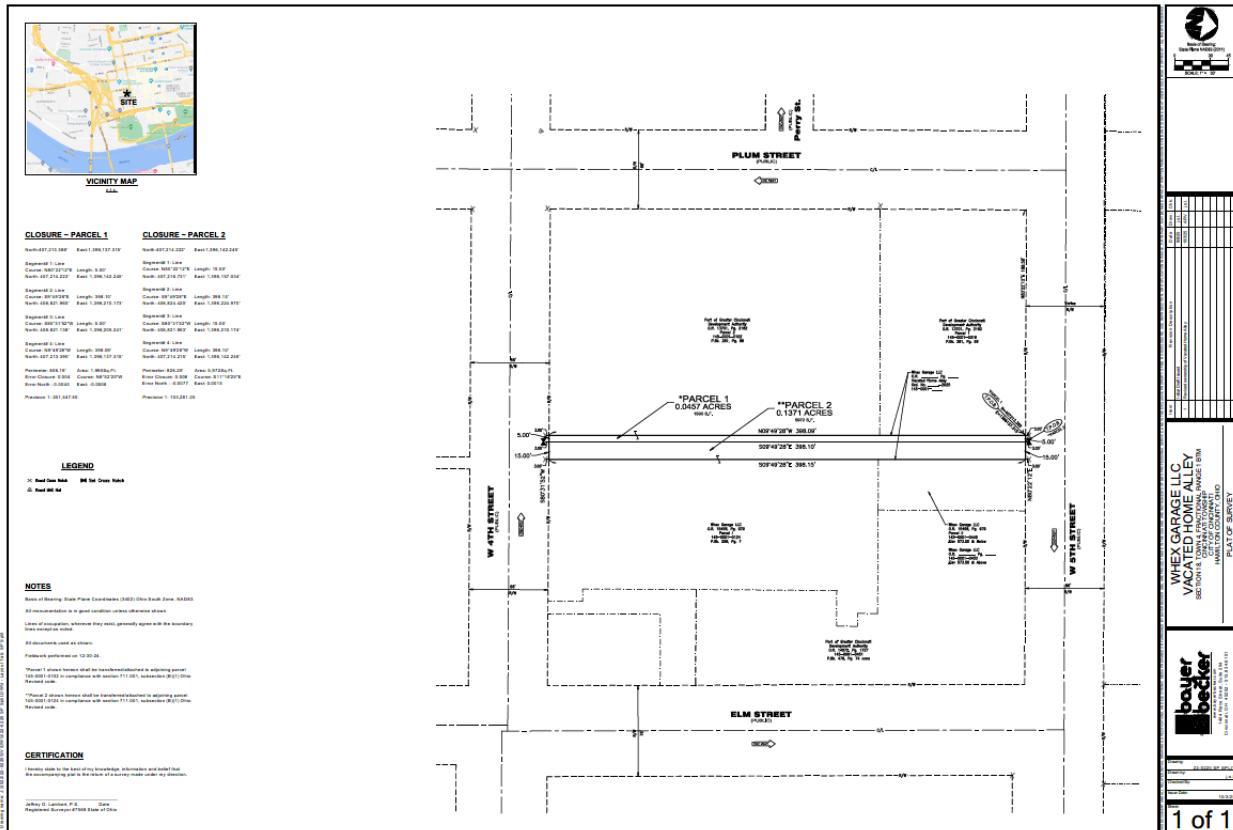
Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Exhibit M

to Real Estate Agreement

Form of Subdivision Plat – Home Alley

See attached.



1 of 1

Exhibit N

to Real Estate Agreement

Form of Whex Column Easement

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(column and foundation easements upon a portion of the Whex Garage for Skybridge support columns)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("Whex"), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("Grantee").

Recitals:

A. By virtue of a *Quit Claim Deed* recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain air parcel above West Fifth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (*Legal Description – Benefitted Air Parcel*) (the "Benefitted Air Parcel").

B. Whex owns certain real property below a portion of the Benefitted Air Parcel commonly known as the Whex Garage containing a parking garage located at 212 West Fourth Street, Cincinnati, Ohio (Hamilton County Parcel ID _____) ("Garage"), as more particularly described on Exhibit B (*Legal Description – Garage Parcel*) attached hereto (collectively, the "Garage Parcel"), by virtue of a Limited Warranty Deed recorded on July 16, 2025 in Official Record 15458, Page 979, Hamilton County, Ohio Recorder's Office, a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, and a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office.

C. Grantee intends to construct an elevated and enclosed pedestrian walkway within the Benefitted Air Parcel (the "Skybridge"), to provide pedestrian access above street level among: (i) the Hotel (defined below), (ii) the Garage, and (iii) the property owned by the City of Cincinnati (the "City") commonly known as the Cincinnati Convention Center (Hamilton County Parcel ID 145-0002-0167 and 145-0002-0414) ("Convention Center").

D. Grantee has requested Whex to grant an easement upon a portion of the Garage Parcel to construct and maintain the support columns and the support column foundations located beneath the surface of the Garage Parcel and attaching directly to the Garage's foundation located upon and within the Garage Parcel, required for the portion of the Skybridge above the Garage Parcel (collectively, the "Columns"), as more particularly depicted on Exhibit C.

E. The Columns are located within that portion of the Garage Parcel described on Exhibit D (*Legal Description – Easement Area*) attached hereto (the "Easement Area") and as depicted on Exhibit C.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Whex does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Air Parcel, a permanent non-exclusive easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Columns within the Easement Area. Following construction of the Columns and the Skybridge, Grantee shall only make alterations, additions, enlargements, or modifications to the Columns with the prior written consent of Whex. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Area. Whex has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Area or the suitability or fitness of the Easement Area for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from Whex.

2. Permitted Use. Grantee shall solely use the Easement Area to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Columns. Grantee shall not use or permit the use of the Easement Area in any manner that is inconsistent with the rights granted herein.

3. Reserved Rights. Whex reserves all rights and privileges with respect to the Garage Parcel to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Grantee hereunder.

4. Termination. Notwithstanding anything herein to the contrary, this easement shall automatically terminate upon the complete or respective partial demolition, without rebuilding within two years of such demolition, of the Columns within the Easement Area, such that this easement would be rendered unnecessary.

5. Restoration. Upon the termination of this Easement, Grantee shall, at its sole expense, take immediate steps to remove the Columns from the Easement Area and shall repair and restore any and all public improvements and any private improvements of the Garage (such public and private improvements are, collectively, the "**Improvements**") within the Easement Area to their original condition as they existed immediately prior to the construction of the Columns unless otherwise authorized by Whex. All repairs, modifications, and restorations shall be subject to Whex's supervision and approval.

6. Failure to Restore. Following a termination pursuant to Section 4 hereof, if Grantee fails to remove the Columns from the Easement Area or to repair and restore any and all Improvements within the Easement Area within a reasonable time following written notice to Grantee, the Columns not so removed shall be deemed abandoned, and Whex may remove the Columns and restore any and all Improvements within the Easement Area to their original condition, and may charge the expense thereof to Grantee.

7. Maintenance and Repairs. At no cost to Whex, Grantee shall construct the Columns in accordance with the plans and specifications approved by the City and in accordance with applicable code standards. At no cost to Whex (except as set forth below), following construction of the Columns, Grantee shall maintain the Columns in continuous good condition and repair. Whex shall not have any maintenance or repair obligations or any obligation to provide services for the Columns under this instrument or any related instruments. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, Whex shall be solely responsible for any repair or reconstruction costs related to the Columns if the work is necessitated by the gross negligence or willful misconduct of Whex or its agents, employees or contractors.

8. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming Whex and its successors as an additional insured, in an amount not

less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming Whex and its successors as an additional insured, in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Columns, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City, indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Columns and this grant of easement.

9. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Area, other than areas occupied by the Columns (24 hours/day, 7 days/week, 52 weeks/year) to Whex and the City for inspection.

10. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Area in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Columns. If any such lien is filed against the Easement Area, Grantee shall cause the removal of such lien (whether by payment or bonding off of such lien in accordance with applicable law) within thirty (30) days after Grantee is notified of such lien.

11. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to Whex's satisfaction within thirty (30) days after receiving written notice thereof from Whex and complete such cure within a reasonable time not to exceed ninety (90) days from the date of notice to Grantee, Whex shall have the right to perform such work, at Grantee's expense, payable within thirty (30) days after receiving an invoice from Whex evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to Whex for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Air Parcel until fully paid. At Whex's option, Whex may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

12. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon Whex and Grantee and their respective successors-in-interest and assigns.

13. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

14. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City (if any) shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

15. Estoppel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

16. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

17. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description – Benefitted Air Parcel*

Exhibit B – *Legal Description – Garage Parcel*

Exhibit C – *Site Plan*

Exhibit D – *Legal Description – Easement Area*

[SIGNATURES ON NEXT PAGE]

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

WHEX GARAGE LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of the **WHEX GARAGE LLC**, an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires:

Instrument prepared by:

Geoffrey G. Leder, Esq.

Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45243

Exhibit A

to Grant of Easement (Whex Column Easement)

Legal Description – Benefitted Air Parcel

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

Exhibit B

to Grant of Easement (Whex Column Easement)

Legal Description – Garage Parcel

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office.

Exhibit C

to Grant of Easement (Whex Column Easement)

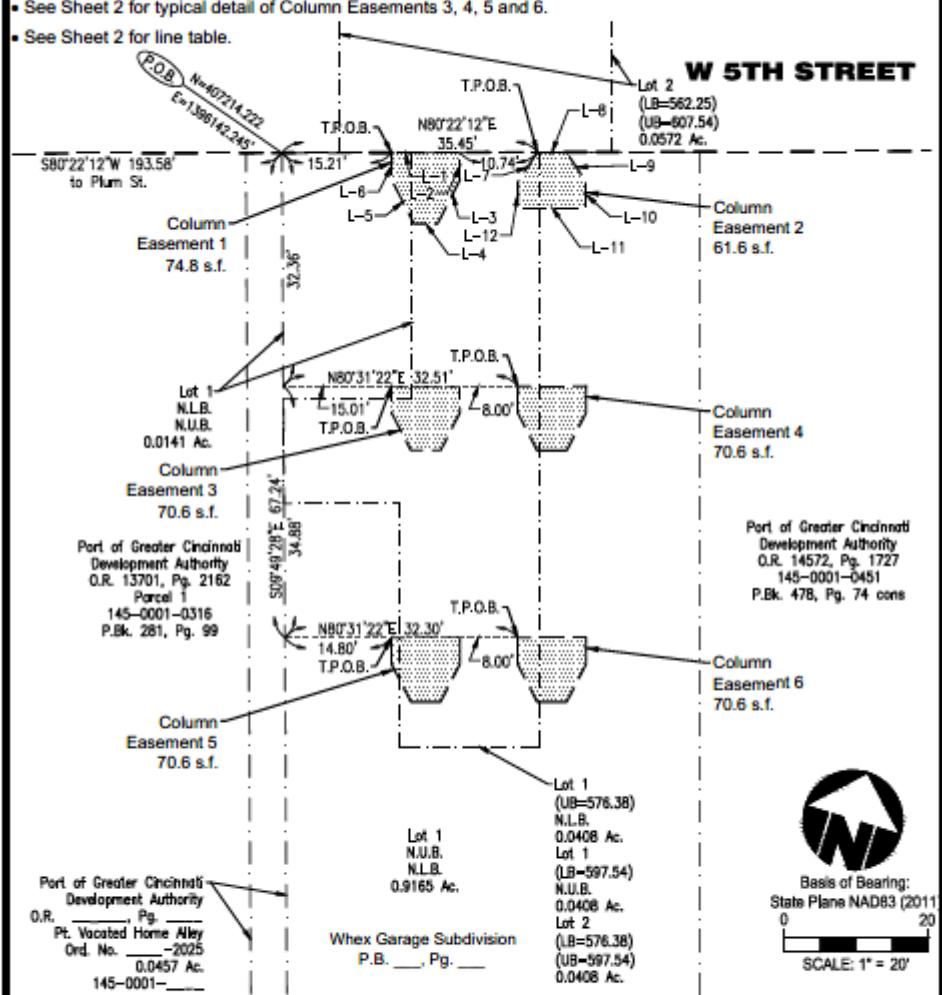
Site Plan

See attached.

NOTES:

- This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.
- See Sheet 2 for typical detail of Column Easements 3, 4, 5 and 6.
- See Sheet 2 for line table.

(N.U.B.) = NO UPPER BOUNDS
(N.L.B.) = NO LOWER BOUNDS
(LB) = LOWER BOUNDS
(UB) = UPPER BOUNDS



SHEET 1 OF 2

Drawing:

Drawn by:

ARV

j.o.l.

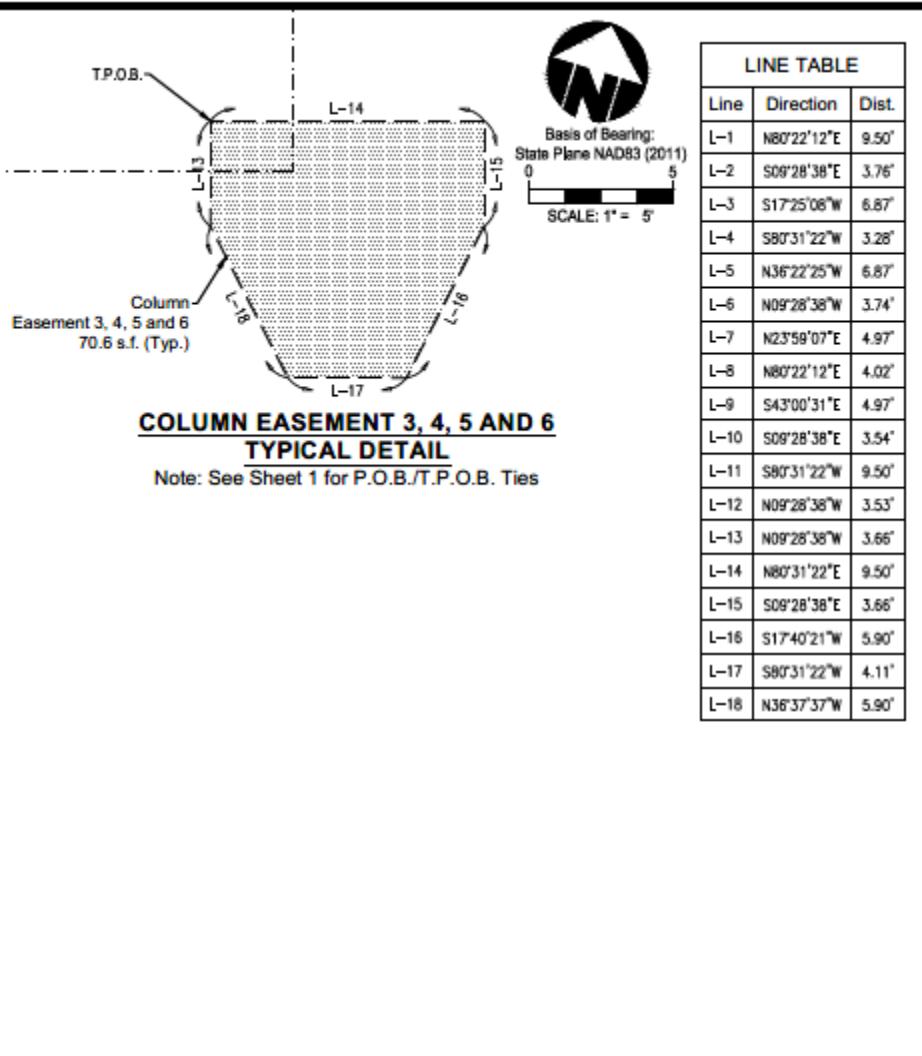
WHEX GARAGE SUBDIVISION SECTION ONE

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

COLUMN EASEMENT EXHIBIT



www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151



SHEET 2 OF 2

Drawing:
2-0220 ES COLUMN WHEX

Drawn by:
ARV

Checked By:
J.O.I.

Issue Date:
10/24/25

**WHEX GARAGE SUBDIVISION
SECTION ONE**

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWNSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

COLUMN EASEMENT EXHIBIT



www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Exhibit D

to Grant of Easement (Whex Column Easement)

Legal Description – Easement Area

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 1
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with the south right of way of said West 5th Street, North 80° 22' 12" East, 15.21 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing south right of way of said West 5th Street, North 80° 22' 12" East, 9.50 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1, the following five courses: South 09° 28' 38" East, 3.76 feet;

thence, South 17° 25' 08" West, 6.87 feet;

thence, South 80° 31' 22" West, 3.28 feet;

thence, North 36° 22' 25" West, 6.87 feet;

thence, North 09° 28' 38" West, 3.74 feet to the **True Point of Beginning**, containing 74.8 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 2
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with the south right of way of said West 5th Street, North 80° 22' 12" East, 35.45 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing south right of way of said West 5th Street, North 80° 22' 12" East, 4.02 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1, the following five courses: South 43° 00' 31" East, 4.97 feet;

thence, South 09° 28' 38" East, 3.54 feet;

thence, South 80° 31' 22" West, 9.50 feet;

thence, North 09° 28' 38" West, 3.53 feet;

thence, North 23° 59' 07" East, 4.97 feet to the **True Point of Beginning**, containing 61.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 3
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 32.36 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 15.01 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 4
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 32.36 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 32.51 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 5
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 67.24 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 14.80 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025
Description: Whex Garage Subdivision
West 5th Street
Column Easement 6
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ____ Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 67.24 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 32.30 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning**, continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit O

to Real Estate Agreement

Form of Consolidation Plat – Consolidated Air Parcel

See attached.

