

Contract No: _____

Property Address: 223 W. 4th Street, and
26 W. 7th Street
Cincinnati, Ohio 45202



**The United States
Department of Housing and Urban Development
and
the City of Cincinnati**

**HOME Investment Partnerships Program
Funding Agreement**

between

the City of Cincinnati

and

Oskamp Flats Limited Partnership

Project Name: Oskamp Flats

(renovation of two existing buildings into an aggregate of 70 total residential dwelling units)

**HOME Investment Partnerships Program
Funding Agreement
(Oskamp Flats)**

This HOME Investment Partnerships Program Funding Agreement (this “**Agreement**”) is made as of the Effective Date (as defined on the signature page below) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, 1826 Race Street, Cincinnati, Ohio 45202 (“**Developer**”).

Recitals:

A. Title II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, 42 U.S.C. 12701 et seq., authorizes the HOME Investment Partnerships Program.

B. The general purpose of the HOME Investment Partnerships Program is to strengthen public-private partnerships in order to expand the supply of decent, safe, sanitary and affordable housing for very low-income and low-income persons.

C. The U.S. Department of Housing and Urban Development (“**HUD**”) has designated the City a participating jurisdiction in the HOME Investment Partnerships Program pursuant to 24 C.F.R. 92.105 (the “**HOME Program**”).

D. Developer has requested funds the City has received from the HOME Program (the “**HOME Funds**”) to renovate the buildings on the real property located at 223 W. 4th Street and 26 W. 7th Street, in the Central Business District (Downtown) neighborhood of Cincinnati, as further described in Exhibit A (Legal Description of Property) hereto (the “**Property**”), into an aggregate of 70 affordable residential rental dwelling units in accordance with Exhibit B (Statement of Work, Budget, and Source of Funds) hereto (the “**Project**”) to provide decent, safe and affordable housing for very low-income and low-income persons within the City of Cincinnati, of which **8 dwelling units** located in the 26 W. 7th Street portion of the Property will be designated as fixed Low HOME-assisted units (each a “**HOME Unit**” and collectively, the “**HOME Units**”) rented to eligible households under the criteria set forth in this Agreement.

E. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”) desires to provide support for the Project in the form of a loan to Developer of (i) tax increment financing funds from District 2 – Downtown South/Riverfront District Incentive District established by the City pursuant to Ohio Revised Code Section 5709.40 in an amount not to exceed \$1,800,000 (the “**TIF Loan**”), to be used for the hard construction costs of the residential component of the Project that is located at the 223 W. 4th Street portion of the Property, and (ii) HOME Funds in an amount not to exceed \$700,000 (the “**HOME Loan**”; and together with the TIF Loan, the “**Loan**”), to be used for the hard construction costs of the HOME Units as further described herein, which will create additional housing opportunities in the City of Cincinnati, all on the terms and conditions set forth in this Agreement.

F. In addition to the City’s Loan for the Project, the City and Developer intend to enter into a *Community Reinvestment Area Tax Exemption Agreement* on or about the Effective Date, granting a tax abatement for improvements to the Property (the “**CRA Agreement**”).

G. Developer has committed to renovating the buildings on the Property to meet the decent, safe and sanitary occupancy standards under the City of Cincinnati Building Code, HUD Housing Quality Standards, and in accordance with the applicable provisions of the International Energy Conservation Code.

H. Developer has committed to having all the HOME Units initially occupied after construction by qualifying households at affordable rents under the criteria set forth in this Agreement, and thereafter for a period of 15 years.

I. Funding for this Agreement was authorized by Ordinance Nos. 132-2021 and 150-2022, passed by City Council on April 21, 2021, and June 8, 2022, respectively, which appropriated HOME Funds for eligible projects.

J. Execution of this Agreement was authorized by Ordinance No. ____-2025 passed by City Council on ____, 2025, which appropriated funds for the purpose of developing the Property which the City has determined constitutes a Housing Renovation (as defined in Section 5709.40(A)(3) of the Ohio Revised Code), that will benefit and/or serve the District 2 – Downtown South/Riverfront District Incentive District.

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

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date on which the Loan has been paid in full and Developer has satisfied all other obligations to

the City under this Agreement (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. Project. Subject to the terms of this Agreement, Developer shall complete the Project in accordance with Exhibit B hereto. Developer shall (a) apply for and receive the required building permits from the City’s Department of Buildings and Inspections for construction of the Project, and (b) commence on-site construction at the Property no later than the date that is 6 months after the Effective Date (the “**Project Commencement Date**”). Developer shall complete the Project, as evidenced by issuance of certificates of occupancy for the Project, no later than the date that is October 31, 2026 (the “**Project Completion Date**”) *provided however*, upon Developer’s request and at the sole and absolute discretion of the Director of DCED, the City may extend the Project Completion Date by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of the Project Completion Date.

3. City Financial Assistance (Loan).

(A) Amount of Loan; Eligible Uses. Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer in an amount not to exceed \$2,500,000. The proceeds of the Loan (the “**Funds**”) shall be used for (i) the hard construction costs of the HOME Units, with respect to the HOME Loan proceeds, and (ii) the hard construction costs of the residential component of the Project located at 223 W. 4th Street, all as itemized on Exhibit B hereto (the “**Eligible Uses**”) and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City’s agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(B) Note & Mortgages as Security for the Funds. Prior to the City’s disbursement of the Funds, Developer shall execute (i) a promissory note evidencing the HOME Loan in the form of attached Exhibit C-1 (*Form of HOME Loan Promissory Note*) hereto (the “**HOME Note**”), (ii) a promissory note evidencing the TIF Loan in the form of attached Exhibit C-2 (*Form of TIF Loan Promissory Note*) hereto (the “**TIF Note**”; and together with the HOME Note, the “**Notes**”), (iii) a mortgage securing the HOME Loan in the form of attached Exhibit D-1 (*Form of HOME Mortgage*), hereto (the “**HOME Mortgage**”), and (iv) a mortgage securing the TIF Loan in the form of attached Exhibit D-2 (*Form of TIF Mortgage*) in favor of the City for the Property described herein (the “**TIF Mortgage**”; and together with the HOME Mortgage, the “**Mortgages**”). This Agreement, the Notes, the Mortgages, the Guaranty (as defined below), and any and all other documents executed by Developer to evidence the Loan are referred to herein collectively as the “**Loan Documents**”. The Notes shall be in the full amount of the Funds. The HOME Mortgage shall be in the amount of the HOME Loan, and the TIF Mortgage shall be in the amount of the TIF Loan. Developer shall repay the Loan in accordance with the terms of the Notes. Developer shall execute the Mortgages and record them in the real property records of Hamilton County, Ohio, all at Developer’s expense. Following recording, Developer shall deliver the recorded Mortgages to the City. If Developer fails to timely complete its construction obligations or any other obligations with respect to the Project as and when required under this Agreement or the Notes, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose the Mortgages on such Property, subject to the Superior Mortgage (as defined below). The Mortgages shall be released only after the repayment of the HOME Loan and the TIF Loan, respectively, in accordance with the Notes and upon Developer’s written request. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Notes, the Mortgages, and the Guaranty, or available at law or in equity.

(C) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Funds in accordance with this Section shall not occur unless and until each of the following conditions (collectively, the “**Disbursement Conditions**”) have been satisfied or waived in writing by the City, at the City’s sole and absolute discretion:

- (i) Site Control and Evidence of Clear Title. Developer must present evidence, satisfactory to the City, that Developer owns the Property in fee simple absolute, and that said title is free, clear, and unencumbered, except for the Superior Mortgage (as defined below);
- (ii) Loan Policy of Title Insurance. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company’s commitment to issue (1) an Owner’s Policy of Title Insurance to Developer, and (2) shall cause the title company to issue to the City a Loan Policy of Title Insurance for the Property, in a form acceptable to the City, insuring the priority of the City’s Mortgages, subject only to the Superior Mortgage;

- (iii) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project;
- (iv) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by the Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("OES") stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City;
- (v) Final Budget. Developer must present a final itemized budget for the Project (as the same may be amended from time to time and approved by the City), generally consistent with the budget shown on Exhibit B.
- (vi) Final Plans and Specifications. Developer shall have submitted its final professionally prepared architectural plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**");
- (vii) Construction Schedule. Developer shall have provided the proposed construction schedule for the Project (as the same may be amended from time to time and approved by the City, the "**Construction Schedule**");
- (viii) Construction Contract; Approval of Contractors. Developer must present (a) an executed construction contract with a general contractor for construction of the Project acceptable to the City, and (b) a list of proposed contractors and major subcontractors for the Project. Neither the proposed general contractor nor subcontractors shall be identified as being debarred on lists maintained by the City or by the federal or state governments.
- (ix) Building Permit and Zoning Approvals. Developer shall have secured all zoning and permitting approvals necessary to construct the Project;
- (x) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;
- (xi) Financing. Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project;
- (xii) Notes & Mortgages from Developer. Developer shall have executed and delivered to the City the Notes and the recorded Mortgages.
- (xiii) Affordability Covenant. Developer shall execute a restrictive covenant memorializing the Developer's commitment to abide by the Affordability Requirements (as defined below) in the form of Exhibit E (Form of Affordability Covenant) hereto ("**Affordability Covenant**"), or in such other form as may be required by the City. The Affordability Covenant shall be recorded prior to the Superior Mortgage (as defined below) and shall be enforceable for the period specified therein notwithstanding any earlier release of the HOME Mortgage, the TIF Mortgage, or transfer or sale of the Property.
- (xiv) Guaranty. Developer shall have caused The Model Group, Inc. ("**Guarantor**") to execute and deliver to the City a *Completion Guaranty* substantially in the form of the attached Exhibit F (Form of Guaranty) hereto ("**Guaranty**");
- (xv) Rental Agreement; Housing Plans. Developer must present and deliver to the City its proposed form of written rental agreement that Developer will enter into with tenants who will occupy the dwelling units on the Property, which rental agreement must satisfy the requirements set forth in Exhibit G (Home Provisions) attached hereto (the "**Rental Agreement**"), and all documents

associated with the renting of dwelling units, including those documents required under the Violence Against Women Act (VAWA) described and set forth in Exhibit G;

- (xvi) Project Completion. Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement;
- (xvii) Continued Compliance. Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate;
- (xviii) No Default. Developer shall be in full compliance with all requirements under the Loan Documents; and
- (xix) Other Information. Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence materials, investigations, and documents referred to in this paragraph shall be performed and obtained, as the case may be, at no cost to the City.

(D) Copies of Due Diligence Materials to Be Provided to City. Once the aforementioned materials in this Section have been provided by Developer as a Disbursement Condition and have been approved by the City (the “**Project Materials**”), Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Without limitation of Developer’s other obligations, prior to the City’s disbursement of the Funds, as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.

(E) Disbursement. Provided that all of the Disbursement Conditions have been satisfied in a timely manner, the City shall disburse the Funds to Developer in accordance with Exhibit H (Disbursement of Funds) hereto, with proceeds to be utilized solely for the Eligible Uses. In no circumstances shall the City be obligated to disburse proceeds of the Loan in an amount in excess of the proceeds necessary to finance the Eligible Uses. After the Project Commencement Date and throughout the duration of the Project, Developer shall forward to the City documentation for each proposed draw of construction financing simultaneously with Developer’s sending such draw to lenders on the Project for the City’s review. Upon request, Developer shall provide to the City written documentation demonstrating the proper use of the Loan proceeds to finance the Eligible Uses.

(F) Subordination of Loan. The City hereby agrees that the Mortgages shall be subordinate to (i) the first mortgage held by **Fifth Third Bank, National Association**, (the “**First Lien Mortgage**”) securing an approximately \$16,500,000 construction loan given to Developer (the “**First Lien Loan**”), (ii) the second mortgage held by **Cincinnati Development Fund, Inc.**, (the “**Second Lien Mortgage**”) securing an approximately \$1,600,000 construction-permanent loan given to Developer (the “**Second Lien Loan**”; and together with the First Lien Mortgage and the Second Lien Mortgage, the “**Superior Mortgage**”). Notwithstanding the foregoing, the lien of the Mortgages and Developer’s obligations under this Agreement and the Notes shall not be subordinate to, and the City shall not be required to subject its lien interest in the Property to, the lien of any financing or mortgage sought or obtained by Developer without the express written consent of the City.

(G) No Other City Assistance. Except for the City’s agreement to provide the Loan as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

4. Construction.

(A) Construction. Following the City’s approval of the Project Materials, Developer shall commence on-site construction of the Project on or before the Project Commencement Date. Developer shall complete the Project in accordance with the approved Plans and Specifications and Construction Schedule, the HUD Section 8 Housing Quality

Standards, all City of Cincinnati Building Code requirements, and in a good and workmanlike manner on or before the Project Completion Date.

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

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

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

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

(F) Project Information; As-Built Plans. During construction, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request. Following completion of construction, the Developer shall provide the City with a set of as-built plans and shall provide the City such other information pertaining to the Project as the City may reasonably request.

(G) Permits and Fees Payable to DOTE. Developer acknowledges that (i) Developer will be required to obtain barricade, street opening, meter permits, and other related permits when the Project necessitates closing meters, opening and/or closing the adjoining streets or portions thereof, or when otherwise required by DOTE for the Project (ii) Developer will be required to pay DOTE for any such permit fees, and (iii) with many entities competing for space on City street, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

5. Affordability Requirements; HOME Requirements. Following the Project Completion Date and for a period of 15 years following the initial occupancy of the Property (the "**Affordability Period**"), Developer shall:

(i) maintain the Project as decent, safe and sanitary housing in good repair in accordance with the ongoing property condition standards of 24 CFR 92.251(f) as demonstrated by an on-site inspection no less than once every 3 years in accordance with 24 CFR 92.504(d)(ii), the HUD Section 8 Housing Quality Standards set forth in 24 CFR 982.401, and in compliance with all City of Cincinnati Building Code requirements;

(ii) cause the Property to be managed by a person qualified by education and experience in property management, as determined and approved by the City in its sole and absolute discretion (qualification may be shown by the applicant's completion of a property management education course, an acceptable certificate of property management training approved by HUD at the expense of Developer or completion and continuance of previous rental projects that meet all current guidelines), and in the event the City determines that Developer has

failed to maintain the Property consistently as required under this Agreement, Developer agrees to undertake such further training as the City may require;

(iii) lease the HOME Units to qualifying households of individuals and families, and enter into Rental Agreements with each tenant who will occupy the dwelling units on the Property, all in accordance with those requirements set forth on Exhibit G and with 24 CFR 92.252 (the "**Affordability Requirements**"); and

(iv) comply with all other HOME Program regulations and provisions set forth on Exhibit G.

6. Insurance; Indemnity.

(A) Insurance during Construction. Until such time as all construction work associated with the Project has been completed, Developer 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/\$5,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City. All 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 cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of construction, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

(B) Waiver of Subrogation in Favor of City. Developer hereby waives all claims and rights of recovery, and on behalf of 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 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 Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer 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 (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

7. Casualty; Eminent Domain. If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty during construction, or if any portion of a Property is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications for the construction of the Project if they deviate from the final Plans and Specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected Property is being repaired or restored.

8. Default; Remedies.

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

(i) the failure by Developer or Guarantor to pay any sum payable to the City under this Agreement or the Notes within 5 days of when such payment is due;

(ii) the dissolution, other than in connection with a merger, of Developer or Guarantor, the filing of any bankruptcy or insolvency proceedings by either such entity, or the making by either such entity of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings by or against Developer or Guarantor, the appointment of a receiver (temporary or permanent) for either such entity or the Property, the attachment of, levy upon, or seizure by legal process of any property of either such entity, or the insolvency of either such entity, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 60 days following the date thereof; or

(iii) The occurrence of a Specified Default (as defined below), or any failure of Developer to perform or observe (or cause to be performed or observed, if applicable), any obligation, duty, or responsibility under this Agreement, the Note, the Affordability Covenant, or any other agreement or other instrument executed by Developer in favor of the City in connection with the Project (provided that a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after such entity'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 during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding anything to the contrary herein, **OHIO CAPITAL CORPORATION FOR HOUSING**, its successors and/or assigns ("**Investor Member**"), the investor member of Developer, shall have the right, but not the obligation, to cure any default on the same terms as provided to the Developer and the City shall accept any cure tendered by the Investor Member as if made by the Developer itself. Notwithstanding the foregoing, if Developer'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 in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of:

- (a) Development Default. Developer (1) fails to comply with Sections 2 or 4 of this Agreement or (2) abandons the Project.
- (b) Operational Default. Developer fails to comply with Section 5 of this Agreement.
- (c) Misrepresentation. Any representation, warranty or certification of Developer or Guarantor made in connection with this Agreement, the CRA Agreement, or the Loan Documents, or any other agreement or instrument executed by Developer in favor of the City in connection with the Project shall prove to have been false or materially misleading when made.
- (d) Payment Default. Any payment is not made when and due under the Loan Documents, subject to the 5-business day Cure Period described above (a "**Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each payment of the Loan.
- (e) Financing Default. Developer, Guarantor, or other related entity otherwise defaults beyond any applicable notice and/or cure period under (1) Loan Documents or (2) the documentation for other third-party financing, either debt or equity, for the Project.

(iv) any event of default under the CRA Agreement.

(B) Remedies; Damages.

(i) Remedies. Upon the occurrence and during the continuation of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, declare all amounts disbursed by the City with respect to the Loan to be immediately due and payable and demand that Developer repay to the City all such amounts, (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 Developer, and (iii) exercise any and all remedies available under the Loan Documents, as applicable, (iv)

exercise any and all remedies available pursuant to 24 CFR 92.504(c)(2)(ix) and in accordance with 2 CFR 200.339, and (v) exercise any and all other rights and remedies available at law or in equity, including without limitation pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy.

(ii) Liquidated Damages for Failure to Timely Complete the Project. If Developer fails to complete the Project on or before the Project Completion Date, then, for every 30 day period or portion thereof beyond the Project Completion Date that any dwelling unit remains unavailable for rent, Developer shall pay the City, as stipulated liquidated damages and not as a penalty, \$100 for each dwelling unit that remains unavailable for rent. If Developer fails to pay said amount upon the City's demand, the City may deduct the amount due from any sum then due or thereafter owing to Developer, without limitation of the City's other rights and remedies.

9. Notices. All notices, requests or other communications hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or if 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 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.

To the City:
Director,
Department of Community and Economic Development
RE: HOME Program
Two Centennial Plaza
City of Cincinnati,
805 Central Avenue, Suite 700
Cincinnati, Ohio 45202

To Developer:
Oskamp Flats Limited Partnership
c/o The Model Group
1826 Race Street,
Cincinnati, Ohio 45202
Attention: Maurie Hanauer, Developer

With a copy to the Investor Member:
Ohio Capital Corporation for Housing,
671 South High Street,
Suite 600, Columbus, Ohio 43206
Attention: Asset Management

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer 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.

10. Representations, Warranties, and Covenants. Developer hereby makes the following representations, warranties, and covenants to induce the City to enter into this Agreement (and Developer shall be deemed as having made these representations, warranties, and covenants again upon Developer's receipt of each disbursement of Funds):

(i) Developer is duly organized and validly existing under the laws of the State of Ohio, is qualified to do business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

(ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. 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.

(iii) Developer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, 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.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting the Project, Developer or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.

(v) 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 that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Project.

(vi) The statements made and information contained in the documentation provided by Developer to the City that are descriptive of Developer or the 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.

(vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither Developer nor any of its affiliates are currently delinquent in paying any fines, penalties, judgments, water, or other utility charges, or any other amounts owed by them to the City.

11. Reporting Requirements.

(A) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time to time reasonably request. Developer shall submit a final report to the City upon completion of the Project.

(B) Submission of Records and Reports; Records Retention. Developer 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 Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, executed copies of all Rental Agreements with tenants (past and present) at the Property, 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**"). Developer shall submit to the City on an annual basis all Rental Agreements that Developer has entered into with tenants at the Property for the prior year up to the date of its reporting submission, regardless of whether the tenant is still occupying the Property, and shall submit its current form of Rental Agreement to the City for review and confirmation of compliance with the Affordability Requirements, 24 CFR 92.253, 24 CFR part 5, and subpart L, Chapter 871 of the Cincinnati Municipal Code, and all HOME Program regulations and provisions, in accordance with Exhibit I. All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of three (3) years after the expiration or termination of this Agreement.

(C) City's Right to Inspect and Audit. Throughout construction of the Project and for a period of 3 years after the expiration or termination of this Agreement, Developer shall permit the City, its employees, agents, and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

12. General Provisions.

(A) Assignment. Developer shall not assign its rights or interests under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole discretion. An assignment by Developer of its interests under this Agreement shall not relieve Developer from any obligations or liability under this Agreement.

(B) No Transfer; Due on Sale. Prior to the Maturity Date (as defined in the HOME Note and TIF Note, respectively), Developer shall not sell, convey, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of the Property (with the exception of the Superior Mortgage and loan documents related thereto and any other loans or encumbrances expressly authorized under this Agreement) without the prior written consent of the City. If Developer desires to sell or transfer the Property prior to the date on which all payments required to be paid under the Loan Documents

have been fully paid, Developer shall notify the City thereof in writing. Provided that the proposed buyer is not in default on any other contract(s) with the City, is financially sound, provides proof that it is capable of properly managing the Project, and is otherwise qualified to participate in the program, the buyer may, with the City's prior written consent, assume in writing Developer's obligations hereunder and under the Notes and Mortgages, or execute a new agreement, note and mortgage in favor of the City, at which time this Agreement and the Notes and Mortgages shall be cancelled. If the proposed buyer is not so approved by the City, the entire unpaid and outstanding principal balance of the Loan and accrued and unpaid interest thereon, together with any and all other amounts due and owing to the City under the Loan Documents, shall become due and payable upon Developer's sale or transfer of the Property.

(C) Entire Agreement; Conflicting Provisions. This Agreement (including the Exhibits hereto) constitutes the entire agreement of 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 other Loan Documents are in conflict with the specific provisions of such other Loan Documents, the provisions of such other Loan Documents shall control.

(D) Amendments. This Agreement may not be amended unless such amendment is set forth in writing and signed by both parties.

(E) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Developer and their respective successors and permitted assigns.

(F) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(G) 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 Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

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

(I) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the Project has been completed.

(J) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(K) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

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

(M) No Brokers. The City and Developer 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.

(N) 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.

(O) Conflict of Interest. No officer, employee, agent, consultant, officer or elected official or appointed official 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 or financial benefit, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(P) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(Q) Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

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

- Exhibit A – *Legal Description of Property*
- Exhibit B – *Statement of Work, Budget, and Sources of Funds*
- Exhibit C-1 – *Form of HOME Loan Promissory Note*
- Exhibit C-2 – *Form of TIF Loan Promissory Note*
- Exhibit D-1 – *Form of HOME Mortgage*
- Exhibit D-2 – *Form of TIF Mortgage*
- Exhibit E – *Form of Affordability Covenant*
- Exhibit F – *Form of Guaranty*
- Exhibit G – *HOME Provisions*
- Exhibit H – *Disbursement of Funds*
- Exhibit I – *Additional Requirements*

SIGNATURE PAGE FOLLOWS

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2025

OSKAMP FLATS LIMITED PARTNERSHIP
an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

Date: _____, 2025

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to HOME Investment Partnership Program Funding Agreement

Legal Description

Property Address: 223 W. 4th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 145-0001-0158-00

Parcel I:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 46 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, said lot fronting 30 feet on the south side of Fourth Street and extending southwardly between parallel lines 84 feet in depth and bounded on the east by Egan (formerly North Market) Alley.

Parcel II:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 33 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, and also a 30-foot strip of ground fronting on the north line of McFarland Street extending northwardly 20 feet in depth along the west line of Egan Alley. Said Lot No. 33 and the above-described 30-foot strip together front 30 feet on the north side of McFarland Street and extend northwardly between parallel lines a distance of 84 feet along the west line of said Egan Alley.

The said two parcels described above front 30 feet on the south side of Fourth Street and extend southwardly between parallel lines, 168 feet in depth to the north line of McFarland Street along the west line of Egan Alley.

Property Address: 26 W. 7th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 077-0003-0063-00

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio: Beginning at the northeasterly corner of Seventh Street and Baldwin Alley, the said Baldwin Alley being the first alley easterly of the easterly line of Race Street; thence from said point of beginning running 68 feet and 1-3/8th inches along the northerly line of said Seventh Street to a point; thence running northwardly 97 feet more or less to the southerly line of Piatt Alley; thence running westwardly along the said southerly line of Piatt Alley 68 feet and three-quarters and one inch to the easterly line of Baldwin Alley; thence running southwardly along the easterly line of the said Baldwin Alley to the northerly line of Seventh Street and the place of beginning, being known and designated as Numbers 26, 28 and 30 West Seventh Street.

The above described tract of realty comprising all of Lots 19 and 20 in Square 2 in John H. and B.H. Piatt's Subdivision of Out Lots in the City of Cincinnati, County of Hamilton, State of Ohio, as recorded in Book 1, Page 41 (also Book 22, Page 113) of the records of said Hamilton County, Ohio.

Exhibit B
to HOME Investment Partnership Program Funding Agreement

Scope of Work, Site Plan, Budget, and Sources of Funds

I. Scope of Work

Developer is undertaking the renovation of the existing buildings on the Property to create a that will deliver new affordable housing options in the Central Business District (Downtown) neighborhood of Cincinnati. Upon completion, the Project will create in the aggregate approximately 68,704 square feet of residential space consisting of a total of 70 newly constructed residential rental units, of which 8 dwelling units will be designated as fixed Low HOME-assisted units ranging from 500 to 800 SF. The units created by the Project will consist of a mix of studio and one-bedroom units targeting seniors aged 55+ with incomes at or below 30%-80% AMI, as updated annually by HUD, for a period of 15 years and will be made available as follows:

- 7 units will be affordable to households earning 30% of Area Median Income (AMI),
- 43 units will be affordable to households earning 60% of AMI,
- 8 units will be designated as fixed Low HOME-assisted units made affordable to households earning no more than fifty percent (50%) AMI
- 3 units will be affordable to households earning 50% of Area Median Income (AMI),
- 9 units will be affordable to households earning 80% of AMI

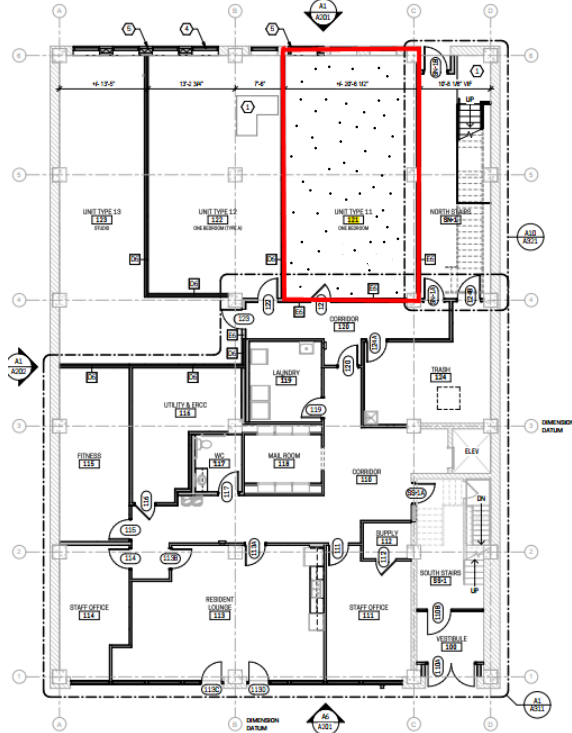
The location of the designated HOME Units subject to monitoring are currently as follows:

1. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 121 (1 Bedroom)
2. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 202 (Studio)
3. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 203 (Studio)
4. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 303 (Studio)
5. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 304 (1 Bedroom)
6. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 404 (1 Bedroom)
7. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 505 (1 Bedroom)
8. 26-30 West Seventh Street, Cincinnati, Ohio 45202: Unit 606 (Studio)

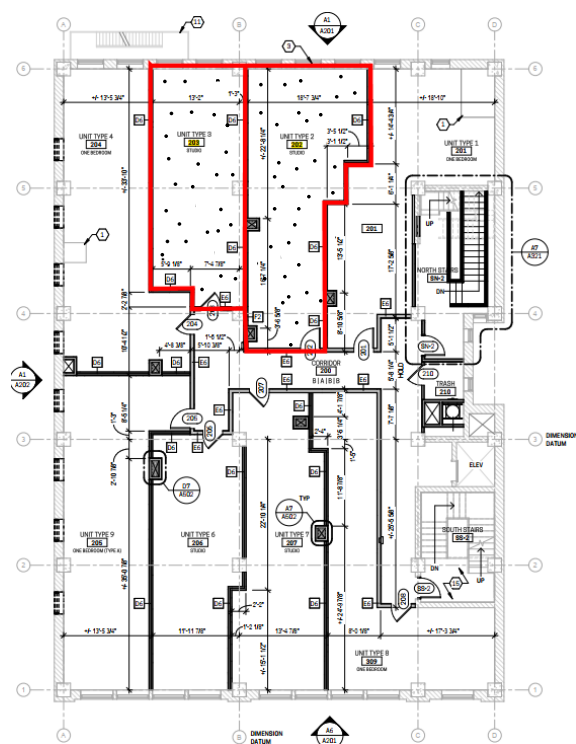
All City provided HOME Funds shall be used only for the hard construction costs of the designated HOME Units. All proceeds from the City's TIF Loan shall be used for hard construction costs only associated with the residential component of the Project located at 223 W. 4th Street.

II. HOME Units Site Plan (HOME units include dotted infill: )

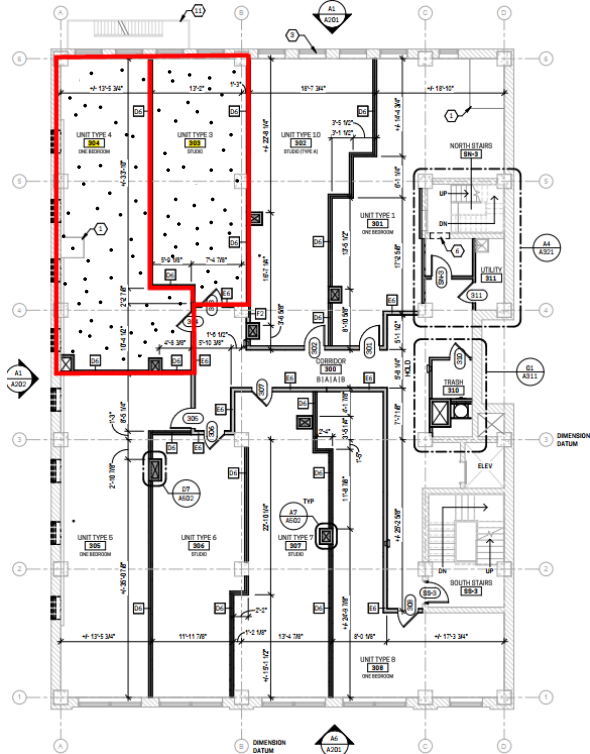
First Floor



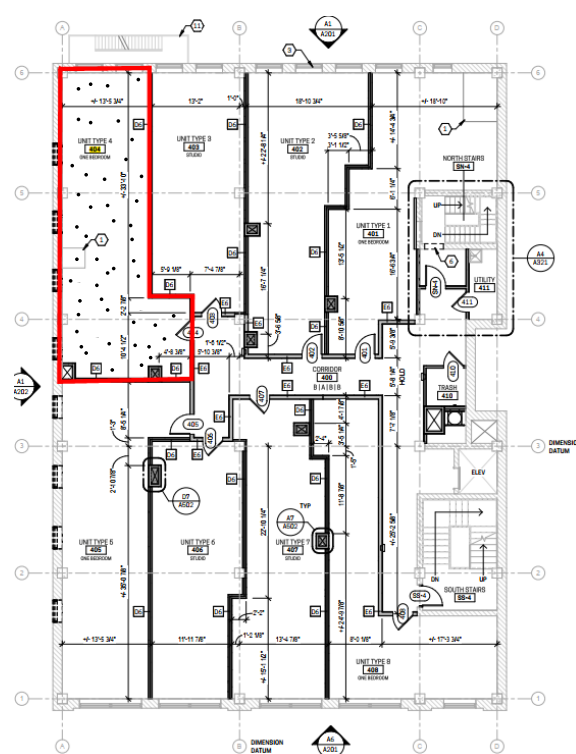
Second Floor



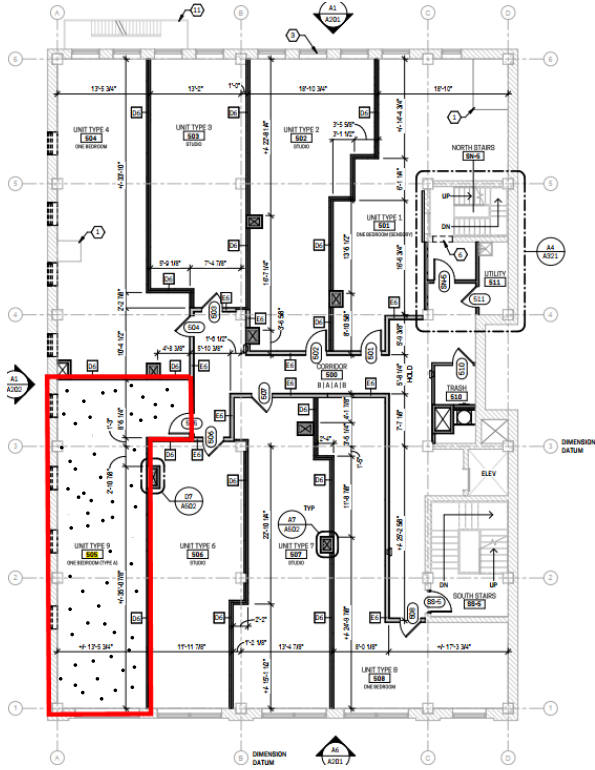
Third Floor



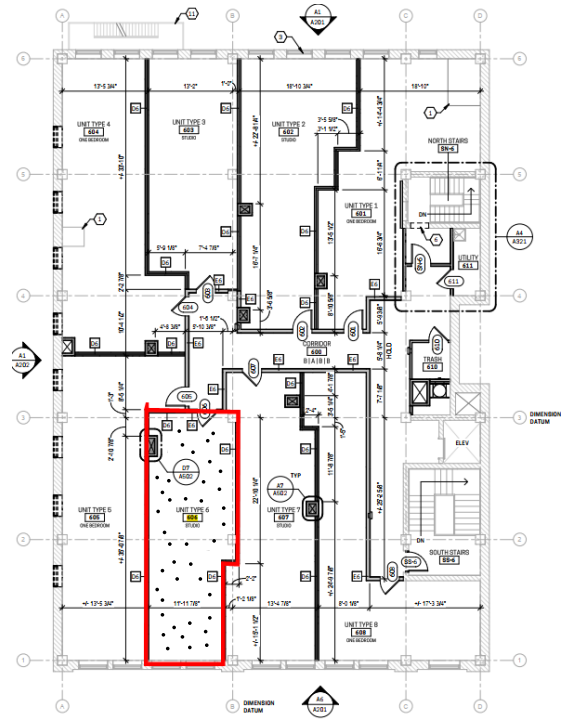
Fourth Floor



Fifth Floor



Sixth Floor



III. **BUDGET, SOURCES & USES**

Use of Funds:

	City Funds (residential only)	Non-City Funds	Total
Hard Construction Costs			
Construction Costs – HOME Units (26 W. 7th Street)	\$700,000	\$0	\$700,000
Construction Costs – Non- HOME Residential Units (26 W. 7th Street)	-	\$8,464,521	\$8,464,521
Construction Costs – Non- HOME Residential Units (223 W. 4th Street)	\$1,800,000	\$5,323,796	\$7,123,796
Construction Costs – non-residential	-	\$0	\$0
Hard Construction Costs SUBTOTAL		\$13,788,317	\$16,288,317
Soft Costs			
General Development Soft Costs	-	\$3,228,809	\$3,228,809
Acquisition	-	\$4,000,000	\$4,000,000
Developer Fee	-	\$3,000,000	\$3,000,000
Soft Costs SUBTOTAL	-	\$10,228,809	\$10,228,809
		TOTAL	\$26,517,126

Source of Funds:

Source	
Permanent Loan (CDF)	\$1,600,000
City TIF Loan	\$1,800,000
City HOME Loan	\$700,000
CAA ERA2 Funds	\$2,045,000
General Partner Capital	\$870,000
Deferred Developer Fee	\$329,008
9% LIHTC Equity	\$15,678,432
Federal HTC Equity	\$3,494,686
TOTAL	\$26,517,126

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

Exhibit C-1
to HOME Investment Partnership Program Funding Agreement
Form of HOME Loan Promissory Note

SEE ATTACHED

HOME INVESTMENT PARTNERSHIPS PROGRAM

PROMISSORY NOTE

(secured by a mortgage on real estate)

\$700,000

Cincinnati, Ohio

_____, 2025

FOR VALUE RECEIVED, the undersigned, OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, c/o The Model Group, 1826 Race Street, Cincinnati, Ohio 45209 (“**Borrower**”), promises to pay to the order of the City of Cincinnati, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, OH 45202 (the “**City**”), the sum of \$700,000 or so much thereof as is disbursed by the City to Borrower under that certain *HOME Investment Partnerships Program Funding Agreement* between the parties dated on or about the date of this Promissory Note (the “**Funding Agreement**” and this “**Note**”, respectively).

This Note is secured by an Open-End Mortgage of even date herewith securing the HOME Loan against the real property at 26 W. 7th Street, Cincinnati, Ohio 45202 (the “**Mortgage**”), as more particularly described in the Mortgage. This loan is being made in connection with Borrower’s renovation of the existing buildings located on 223 W. 4th Street and 26 W. 7th Street, Cincinnati, Ohio 45202 (the “**Property**”) to create, in the aggregate, 70 residential rental units, of which 8 residential rental units will be fixed HOME-assisted units, as more particularly described in the Agreement (the “**Project**”). The Agreement, this Note, the Mortgage, and the Affordability Covenant of even date herewith, and any and all other related agreements executed by Borrower in favor of the City in connection with the Project are sometimes referred to herein collectively as the “**Loan Documents**”. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Funding Agreement.

1. Terms. The terms of the Loan are as follows:

- a. **Amount:** The principal and amount of the Loan evidenced by this Note is Seven Hundred Thousand Dollars (\$700,000).
- b. **Term:** The term of the Loan (the “**Term**”) shall be 30 years, beginning on the date of this Note (the “**Effective Date**”), and ending on the 30-year anniversary thereof (the “**Maturity Date**”).
- c. **Interest Rate:** 2.00% per annum, compounding annually.
- d. **Loan Repayment:**
 - i. **Deferred Payment; Balloon Payment.** No interest shall accrue on the unpaid principal balance of the Loan, and no payments shall be due from Borrower beginning on the Effective Date of this Note and continuing until the Maturity Date. On the Maturity Date, Borrower shall pay a balloon payment equal to all unpaid principal and interest, if any, and other charges outstanding on the Loan.
 - ii. **Application of Borrower’s Repayments.** The City shall apply Borrower’s payments; first, to accrued interest, if any; and second, to unpaid principal, or in such other order as the City may elect.
- e. **Loan Acceleration Upon Default:** If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.
- f. **Loan Acceleration Upon Failure to Secure Certificates of Occupancy by Completion Date:** If Borrower fails to secure certificates of occupancy for all of the units at the Property by the Completion Date, the entire amount of the principal and all accrued interest shall become immediately due and payable.

- g. Prepayment: Borrower may prepay the Loan and accrued interest at any time, without penalty.
- h. Default Rate of Interest; Late Charges: If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
- i. Due on Sale: Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Property other than as authorized under the terms of the Agreement.
2. **Authority**. The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
3. **Place of Payment**. Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time.
4. **Affordability Covenant**. Pursuant to the Agreement, Borrower has executed and delivered to the City the Affordability Covenant applicable to the Property. Repayment of the Loan shall not extinguish the Affordability Covenant.
5. **Loan Documents**. All of the terms, covenants, provisions, conditions, stipulations, promises and agreements contained in the Loan Documents to be kept, observed and performed by Borrower are hereby made a part of this Note and incorporated herein by reference to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower promises and agrees to keep, observe and perform them or cause them to be kept, observed and performed strictly in accordance with the terms and provisions thereof.
6. **Default**. Upon any default under the Agreement or default in the payment of interest, principal or any other sum when due under this Note that is not cured within 5 days after Borrower is given written notice thereof, with a copy of such written notice given to the Investor Member in accordance with the Agreement, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity or proceedings pursuant to the Mortgage to foreclose on the Property. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.
7. **Non-Recourse**. Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, the City agrees that the City's collateral for the Loan is limited to the Property encumbered by the Mortgage and any other security granted to the City under the Loan Documents, and that the City shall not seek recourse against Borrower, its partners, or its other assets if the collateral is insufficient.
8. **General Provisions**. This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This

Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest, and notice of protest are hereby waived.

Signature Page Follows

Executed by Borrower on the date first above written.

BORROWER:

OSKAMP FLATS LIMITED PARTNERSHIP

an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

Approved as to Form:

Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit C-2
to HOME Investment Partnership Program Funding Agreement
Form of TIF Loan Promissory Note

SEE ATTACHED

PROMISSORY NOTE
(secured by a mortgage on real estate)

\$1,800,000

Cincinnati, Ohio
_____, 2025

FOR VALUE RECEIVED, the undersigned, OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, c/o The Model Group, 1826 Race Street, Cincinnati, Ohio 45209 (“**Borrower**”), promises to pay to the order of the City of Cincinnati, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, OH 45202 (the “**City**”), the sum of \$1,800,000 or so much thereof as is disbursed by the City to Borrower under that certain *HOME Investment Partnerships Program Funding Agreement* between the parties dated on or about the date of this Promissory Note (the “**Funding Agreement**” and this “**Note**”, respectively).

This Note is secured by an Open-End Mortgage of even date herewith securing the TIF Loan against the real property at 223 W. 4th Street, Cincinnati, Ohio 45202 (the “**Mortgage**”), as more particularly described in the Mortgage. This loan is being made in connection with Borrower’s renovation of the existing buildings located on 223 W. 4th Street and 26 W. 7th Street, Cincinnati, Ohio 45202 (the “**Property**”) to create, in the aggregate, 70 residential rental units, of which 8 residential rental units will be fixed HOME-assisted units, as more particularly described in the Agreement (the “**Project**”). The Agreement, this Note, the Mortgage, and the Affordability Covenant of even date herewith, and any and all other related agreements executed by Borrower in favor of the City in connection with the Project are sometimes referred to herein collectively as the “**Loan Documents**”. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Funding Agreement.

1. Terms. The terms of the Loan are as follows:

- a. Amount: The principal and amount of the Loan evidenced by this Note is One Million Eight Hundred Thousand Dollars (\$1,800,000).
- b. Term: The term of the Loan (the “**Term**”) shall be 30 years, beginning on the date of this Note (the “**Effective Date**”), and ending on the 30-year anniversary thereof (the “**Maturity Date**”).
- c. Interest Rate: 2.00% per annum, compounding annually.
- d. Loan Repayment:
 - i. Deferred Payment; Balloon Payment. No interest shall accrue on the unpaid principal balance of the Loan, and no payments shall be due from Borrower beginning on the Effective Date of this Note and continuing until the Maturity Date. On the Maturity Date, Borrower shall pay a balloon payment equal to all unpaid principal and interest, if any, and other charges outstanding on the Loan.
 - ii. Application of Borrower’s Repayments. The City shall apply Borrower’s payments; first, to accrued interest, if any; and second, to unpaid principal, or in such other order as the City may elect.
- e. Loan Acceleration Upon Default: If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.
- f. Loan Acceleration Upon Failure to Secure Certificates of Occupancy by Completion Date: If Borrower fails to secure certificates of occupancy for all of the units at the Property by

the Completion Date, the entire amount of the principal and all accrued interest shall become immediately due and payable.

- g. **Prepayment:** Borrower may prepay the Loan and accrued interest at any time, without penalty.
 - h. **Default Rate of Interest; Late Charges:** If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.
 - i. **Due on Sale:** Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Property other than as authorized under the terms of the Agreement.
2. **Authority.** The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
 3. **Place of Payment.** Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time.
 4. **Affordability Covenant.** Pursuant to the Agreement, Borrower has executed and delivered to the City the Affordability Covenant applicable to the Property. Repayment of the Loan shall not extinguish the Affordability Covenant.
 5. **Loan Documents.** All of the terms, covenants, provisions, conditions, stipulations, promises and agreements contained in the Loan Documents to be kept, observed and performed by Borrower are hereby made a part of this Note and incorporated herein by reference to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower promises and agrees to keep, observe and perform them or cause them to be kept, observed and performed strictly in accordance with the terms and provisions thereof.
 6. **Default.** Upon any default under the Agreement or default in the payment of interest, principal or any other sum when due under this Note that is not cured within 5 days after Borrower is given written notice thereof, with a copy of such written notice given to the Investor Member in accordance with the Agreement, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity or proceedings pursuant to the Mortgage to foreclose on the Property. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.
 7. **Non-Recourse.** Notwithstanding anything to the contrary contained in this Note or the other Loan Documents, the City agrees that the City's collateral for the Loan is limited to the Property encumbered by the Mortgage and any other security granted to the City under the Loan Documents, and that the City shall not seek recourse against Borrower, its partners, or its other assets if the collateral is insufficient.

8. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest, and notice of protest are hereby waived.

Signature Page Follows

Executed by Borrower on the date first above written.

BORROWER:

OSKAMP FLATS LIMITED PARTNERSHIP

an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

Approved as to Form:

Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit D-1
to HOME Investment Partnership Program Funding Agreement
Form of HOME Mortgage

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

HOME INVESTMENT PARTNERSHIPS PROGRAM
OPEN-END MORTGAGE

Maximum Principal Amount: **\$700,000**

THIS OPEN-END MORTGAGE ("**Mortgage**"), effective as of the Effective Date (as defined on the signature page hereof) is given by OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, with offices at 1826 Race Street, Cincinnati, Ohio 45202 ("**Borrower**"), to the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, Ohio 45202 ("**Lender**"). Borrower owes Lender the principal sum of \$2,500,000. This debt is evidenced by that certain *HOME Investment Partnerships Program Funding Agreement* between the parties dated [_____], 2025 (as the same may hereafter be amended, restated or replaced from time to time, the "**Agreement**"), and by a promissory note in favor of Lender in the amount of \$2,500,000, of which \$700,000 in HOME Funds are secured by this Mortgage (as the same may hereafter be amended, restated or replaced from time to time, the "**Note**"). The Agreement, Note, this Mortgage, the TIF Mortgage, that certain Restrictive Covenant (*Affordability*) of even date herewith, and any and all other related agreements executed by Borrower in favor of Lender in connection with the Project, as defined in the Agreement, are sometimes referred to herein collectively as the "**Loan Documents**". This Mortgage secures to Lender the repayment of the debt evidenced by the Note, the payment of all other sums, with interest, advanced by Lender under this Mortgage, and the performance by Borrower of all of Borrower's other obligations under the Loan Documents. For this purpose, Borrower does hereby mortgage, grant and convey to Lender certain real property as described on Exhibit A hereto, together with all improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property (the "**Property**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and except for the Superior Mortgage.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any and all other amounts that may become due and payable under the Loan Documents, all in accordance with the terms thereof.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied: first, to charges and other advances (other than principal and interest) due under the terms of the Loan Documents; second, to accrued interest; and third, to unpaid principal, or in such other order as Lender may elect.

3. Charges; Liens. Borrower shall pay all real property taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, Lender may, at its option, pay such amounts pursuant to paragraph 6 hereof

and Borrower shall promptly reimburse Lender for any such payment. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Lender has consented in writing to the superiority of such lien.

4. Property Insurance. Borrower shall maintain full replacement cost special peril property insurance on any improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. If Borrower fails to maintain insurance as required hereunder, Lender may, at its option, obtain such insurance pursuant to paragraph 6 hereof. Unless Lender and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

5. Maintenance of the Property. Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Loan Documents.

6. Protection of Lender's Rights to the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying attorneys' fees and entering onto the Property to make repairs. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest, at the rate of 10% per annum, from the date of disbursement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Successors and Assigns Bound; Governing Law. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9 hereof. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located.

8. Notices. Any notice to Borrower (and to its Investor Member) provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address, stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

9. Transfer of the Property; Due on Sale. Except as permitted in the Agreement if all or any part of the Property is sold or transferred without Lender's prior written consent, the Note shall immediately become due and payable.

10. Acceleration; Remedies. Except as otherwise provided in the Loan Documents, in the event Borrower fails to make payment or fails to perform, in a timely fashion, any of the agreements contained in the Loan Documents (a "default"), Lender, at Lender's option, without notice, may declare the principal balance of the Note and interest accrued thereon and all other sums due under the Loan Documents to be immediately due and payable. Unless prohibited by law, Borrower shall pay to Lender any and all sums, including expenses and attorneys' fees, that Lender may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage or (b) in connection with any suit at law or in equity to enforce the Loan Documents, to foreclose the Mortgages or to prove the amount of or to recover any indebtedness hereby secured.

11. Advances to Protect Security. This Mortgage shall secure the unpaid balance of advances made by Lender with respect to the Property for the payment of taxes, assessments, insurance premiums,

costs incurred for the protection of the Property, and other costs that Lender is authorized by this Mortgage to pay on Borrower's behalf.

12. Maximum Principal Amount. This Mortgage shall secure the payment of any and all amounts advanced from time to time by Lender to Borrower under the Loan Documents and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. Lender shall not be obligated to make any additional advances unless Lender has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$700,000, exclusive of interest thereon (capitalized or otherwise) and unpaid balances of advances made by Lender under this Mortgage.

13. Release. Upon payment of all sums secured by this Mortgage and the performance by Borrower of all of Borrower's other obligations under the Loan Documents, Lender shall discharge this Mortgage at Borrower's sole expense and upon Borrower's written request.

14. Subordination. Lender expressly acknowledges and agrees that this Mortgage is, and all of the Lender's rights hereunder are, subject and subordinate to the Superior Mortgage in the amount of the Superior Loan (together with all advances made thereunder or interest thereon, and all renewals, replacements, modifications, consolidations, refinancings and extensions thereof and related loan and security documents evidencing the Superior Loan; *provided, however*, in no event shall the amount of the Superior Loan be increased) but without in any other manner releasing or relinquishing the lien, security interest, operation or effect of this Mortgage. The subordination of this Mortgage shall be self-operative and shall not require any further writing or confirmation hereof. Such subordination is expressly for the benefit of the holder of the Superior Mortgage, its successors and assigns, and may not be modified or terminated without the express written consent of the holder of the Superior Mortgage. Notwithstanding any provisions set forth therein or as provided by law, the Lender shall not take any action to initiate any judicial proceedings, including but not limited to commencement or institution of foreclosure proceedings, lawsuits, bankruptcy filings, reorganization or receivership filings under this Mortgage unless and until the holder of the Superior Mortgage has filed a foreclosure action. If the holder of the Superior Mortgage files a foreclosure action and the Lender subsequently files for mortgage foreclosure, but thereafter the holder of the Superior Mortgage dismisses its foreclosure action, the Lender shall also dismiss its mortgage foreclosure (but may re-file upon a subsequent re-filing by the Superior Mortgage).

[SIGNATURE PAGE FOLLOWS]

Executed by the Borrower on the date of acknowledgement indicated below (the “Effective Date”).

BORROWER:

OSKAMP FLATS LIMITED PARTNERSHIP

an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by ROBERT L. MALY, the President of TMG INVESTMENT GROUP V, LLC, an Ohio limited liability company, in its capacity as the Manager of OSKAMP ASSOCIATES, LLC, an Ohio limited liability company, in its capacity as the General Partner on behalf of OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the Borrower.

Notary Public
My Commission Expires: _____

Approved as to Form:

Assistant City Solicitor

Forward all correspondence to:

City of Cincinnati
Department of Community and Economic
Development
HOME Program
Two Centennial Plaza - Suite 700
805 Central Avenue
Cincinnati, OH 45202

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

Exhibit A

to HOME Investment Partnerships Program Mortgage

Legal Description

Property Address: 26 W. 7th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 077-0003-0063-00

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio: Beginning at the northeasterly corner of Seventh Street and Baldwin Alley, the said Baldwin Alley being the first alley easterly of the easterly line of Race Street; thence from said point of beginning running 68 feet and 1-3/8th inches along the northerly line of said Seventh Street to a point; thence running northwardly 97 feet more or less to the southerly line of Piatt Alley; thence running westwardly along the said southerly line of Piatt Alley 68 feet and three-quarters and one inch to the easterly line of Baldwin Alley; thence running southwardly along the easterly line of the said Baldwin Alley to the northerly line of Seventh Street and the place of beginning, being known and designated as Numbers 26, 28 and 30 West Seventh Street.

The above described tract of realty comprising all of Lots 19 and 20 in Square 2 in John H. and B.H. Piatt's Subdivision of Out Lots in the City of Cincinnati, County of Hamilton, State of Ohio, as recorded in Book 1, Page 41 (also Book 22, Page 113) of the records of said Hamilton County, Ohio.

Exhibit D-2
to HOME Investment Partnership Program Funding Agreement
Form of TIF Mortgage

SEE ATTACHED

_____ space above for Recorder's office _____

OPEN-END MORTGAGE

Maximum Principal Amount: **\$1,800,000**

THIS OPEN-END MORTGAGE ("**Mortgage**"), effective as of the Effective Date (as defined on the signature page hereof) is given by OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, with offices at 1829 Race Street, Cincinnati, Ohio 45202 ("**Borrower**"), to the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which is 801 Plum Street, Room 214, Cincinnati, Ohio 45202 ("**Lender**"). Borrower owes Lender the principal sum of \$2,500,000. This debt is evidenced by that certain *HOME Investment Partnerships Program Funding and Development Agreement* between Borrower and Lender dated [_____], 2025 (as the same may hereafter be amended, restated or replaced from time to time, the "**Agreement**"), and by a promissory note in favor of Lender in the amount of \$2,500,000, of which \$1,800,000 are proceeds from a TIF Loan (as the same may hereafter be amended, restated or replaced from time to time, the "**Note**"). The Agreement, Note, and this Mortgage of even date herewith, and any and all other related agreements executed by Borrower in favor of Lender in connection with the Project, as defined in the Agreement, are sometimes referred to herein collectively as the "**Loan Documents**". This Mortgage secures to Lender the repayment of the debt evidenced by the Note, the payment of all other sums, with interest, advanced by Lender under this Mortgage, and the performance by Borrower of all of Borrower's other obligations under the Loan Documents. For this purpose, Borrower does hereby mortgage, grant and convey to Lender certain real property as described on Exhibit A hereto, together with all improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property (the "**Property**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and except for the Superior Mortgage.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any and all other amounts that may become due and payable under the Loan Documents, all in accordance with the terms thereof.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied: first, to charges and other advances (other than

principal and interest) due under the terms of the Loan Documents; second, to accrued interest; and third, to unpaid principal, or in such other order as Lender may elect.

3. Charges; Liens. Borrower shall pay all real property taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, Lender may, at its option, pay such amounts pursuant to paragraph 6 hereof and Borrower shall promptly reimburse Lender for any such payment. Borrower shall promptly discharge any lien that has priority over this Mortgage unless Lender has consented in writing to the superiority of such lien.

4. Property Insurance. Borrower shall maintain full replacement cost special peril property insurance on any improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of Lender. If Borrower fails to maintain insurance as required hereunder, Lender may, at its option, obtain such insurance pursuant to paragraph 6 hereof. Unless Lender and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

5. Maintenance of the Property. Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Loan Documents.

6. Protection of Lender's Rights to the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying attorneys' fees and entering onto the Property to make repairs. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest, at the rate of 12% per annum, from the date of disbursement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Successors and Assigns Bound; Governing Law. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower subject to the provisions of paragraph 9 hereof. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located.

8. Notices. Any notice to Borrower (and to its Investor Member) provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.

9. Transfer of the Property; Due on Sale. Except as permitted in the Agreement if all or any part of the Property is sold or transferred without Lender's prior written consent, the Note shall immediately become due and payable.

10. Acceleration; Remedies. Except as otherwise provided in the Loan Documents, in the event Borrower fails to make payment or fails to perform, in a timely fashion, any of the agreements contained in the Loan Documents (a "default"), Lender, at Lender's option, without notice, may declare the principal balance of the Note and interest accrued thereon and all other sums due under the Loan Documents to be immediately due and payable. Unless prohibited by law, Borrower shall pay to Lender any and all sums, including expenses and attorneys' fees, that Lender may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage or (b) in connection with any suit at law or in equity to enforce the Loan Documents, to foreclose the Mortgage or to prove the amount of or to recover any indebtedness hereby secured.

11. Advances to Protect Security. This Mortgage shall secure the unpaid balance of advances made by Lender with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property, and other costs that Lender is authorized by this Mortgage to pay on Borrower's behalf.

12. Maximum Principal Amount. This Mortgage shall secure the payment of any and all amounts advanced from time to time by Lender to Borrower under the Loan Documents and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. Lender shall not be obligated to make any additional advances unless Lender has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$1,800,000, exclusive of interest thereon (capitalized or otherwise) and unpaid balances of advances made by Lender under this Mortgage.

13. Release. Upon payment (or forgiveness, as applicable) of all sums secured by this Mortgage and the performance by Borrower of all of Borrower's other obligations under the Loan Documents, Lender shall discharge this Mortgage at Borrower's sole expense and upon Borrower's written request.

14. Subordination. Lender expressly acknowledges and agrees that this Mortgage is, and all of the Lender's rights hereunder are, subject and subordinate to the Superior Mortgage in the amount of the Superior Loan (together with all advances made thereunder or interest thereon, and all renewals, replacements, modifications, consolidations, refinancings and extensions thereof and related loan and security documents evidencing the Superior Loan; *provided, however*, in no event shall the amount of the Superior Loan be increased) but without in any other manner releasing or relinquishing the lien, security interest, operation or effect of this Mortgage. The subordination of this Mortgage shall be self-operative and shall not require any further writing or confirmation hereof. Such subordination is expressly for the benefit of the holder of the Superior Mortgage, its successors and assigns, and may not be modified or terminated without the express written consent of the holder of the Superior Mortgage. Notwithstanding any provisions set forth therein or as provided by law, the Lender shall not take any action to initiate any judicial proceedings, including but not limited to commencement or institution of foreclosure proceedings, lawsuits, bankruptcy filings, reorganization or receivership filings under this Mortgage unless and until the holder of the Superior Mortgage has filed a foreclosure action. If the holder of the Superior Mortgage files a foreclosure action and the Lender subsequently files for mortgage foreclosure, but thereafter the holder of the Superior Mortgage dismisses its foreclosure action, the Lender shall also dismiss its mortgage foreclosure (but may re-file upon a subsequent re-filing by the Superior Mortgage).

Signature Page Follows

Executed by the Borrower on the date of acknowledgement indicated below (the “Effective Date”).

BORROWER:

OSKAMP FLATS LIMITED PARTNERSHIP

an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

STATE OF OHIO,
COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by ROBERT L. MALY, President of TMG INVESTMENT GROUP V, LLC, an Ohio limited liability company, in its capacity as the Manager of OSKAMP ASSOCIATES, LLC, an Ohio limited liability company, in its capacity as the General Partner on behalf of OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the Borrower.

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 Open-End Mortgage

Legal Description

Property Address: 223 W. 4th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 145-0001-0158-00

Parcel I:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 46 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, said lot fronting 30 feet on the south side of Fourth Street and extending southwardly between parallel lines 84 feet in depth and bounded on the east by Egan (formerly North Market) Alley.

Parcel II:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 33 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, and also a 30-foot strip of ground fronting on the north line of McFarland Street extending northwardly 20 feet in depth along the west line of Egan Alley. Said Lot No. 33 and the above-described 30-foot strip together front 30 feet on the north side of McFarland Street and extend northwardly between parallel lines a distance of 84 feet along the west line of said Egan Alley.

The said two parcels described above front 30 feet on the south side of Fourth Street and extend southwardly between parallel lines, 168 feet in depth to the north line of McFarland Street along the west line of Egan Alley.

Exhibit E
to HOME Investment Partnerships Program Mortgage
Form of Affordability Covenant

SEE ATTACHED

_____ space above for Recorder's office _____

HOME INVESTMENT PARTNERSHIPS PROGRAM
RESTRICTIVE COVENANT
(Affordability)

OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, with offices at 1826 Race Street, Cincinnati, Ohio 45202 ("**Owner**"), its successors and assigns, in consideration of the promises made in that certain *HOME Investment Partnerships Program Funding Agreement* between Owner and the CITY OF CINCINNATI, an Ohio municipal corporation (the "**City**") dated [_____] 2025, (as the same may hereafter be amended, restated or replaced from time to time, the "**Agreement**") pertaining to the construction and development of the property described on Exhibit A hereto (the "**Property**"), hereby covenants for the benefit of the City, to hold the Property upon the following terms for **15 years** following initial occupancy after construction of the residential units to decent, safe and sanitary occupancy standards (the "**Affordability Period**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. Maintenance. Throughout the Affordability Period, Owner shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of 24 CFR 92.251(f) as demonstrated by an on-site inspection no less than once every 3 years in accordance with 24 CFR 92.504(d)(ii), the HUD Section 8 Housing Quality Standards set forth in 24 CFR 982.401 (if and to the extent applicable), the Cincinnati Building Code, and any other applicable laws, and shall keep all dwelling units available for rent during that period. Owner shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. Owner shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Leasing Vacant Units. During the period of time the Project is under construction Owner shall not lease or rent any units on the Property without the written approval of both the City building inspector and the Director of DCED. Following the issuance of a certificate of occupancy for all units, Owner does not need to obtain any prior approval to lease units pursuant to this Section.

3. Leasing of HOME Units to Qualifying Households. Throughout the Affordability Period, Owner shall ensure that all the completed HOME Units at the Property to households with a household income (as defined in 24 CFR 5.609) that is at or below the applicable household income established from time to time by the U.S. Department of Housing and Urban Development ("**Tenant Income Guidelines**"). Under the current Tenant Income Guidelines each LOW HOME-assisted dwelling unit must be rented to a household with a household income at or below 50% of the median area household income for comparably sized households, and each HIGH HOME-assisted dwelling unit must be rented to a household with a household income at or below 65% of the median area household income for comparably sized households.

4. Income Recertification.

(A) Verification Procedure. Owner shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant, as provided in 24 CFR 92.252(h). On an annual basis, Owner

shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Income & Rent Guidelines Worksheet* and an *Income Certification Form* for all households occupying HOME Units. The Income Certification Form must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds HUD's Low or High income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. In accordance with 24 CFR 92.252(i)(2), a qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% Area Median Income ("AMI") must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family's adjusted income, except that tenants of HOME Units that have been allocated low-income housing tax credits must pay rent governed by Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42). If a household's current annual income exceeds the eligibility limit, the unit continues to qualify as a HOME Unit and/or housing tax credit unit as long as Owner fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. Owner shall collect such compliance documentation in such form as required by the City's Department of Community and Economic Development and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, Owner shall comply with, and shall cause each tenant to comply with, all other HUD verification and compliance reporting requirements.

5. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. Owner shall rent all dwelling units pursuant to a written rental agreement approved by the City for compliance to ensure the agreement (i) complies with all HOME requirements, including but not limited to the HUD requirements for tenant protections and selection set forth in 24 CFR 92.253, and 24 CFR part 5, subpart L, and with Chapter 871 of the Cincinnati Municipal Code, (ii) does not contain any of the prohibited lease terms specified in 24 CFR 92.253(b), (iii) incorporates a rental term for a period not less than one year for all HOME Units, and (iv) includes as an addendum to the agreement, the Violence Against Women Act (VAWA) Lease Addendum, as approved by HUD and updated from time to time. Owner shall ensure that a copy of the written rental agreement must be signed by both the tenant and the Owner; maintained in the Owner's files and submitted to the City along with the Income Certification forms.

(B) Limited Termination; Notice Requirements. Owner may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the rental agreement. Owner must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent Owner from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that inability to pay rent means that the tenant cannot pay more than 30% of the household's income toward rent, based on an income determination made by the City in the last 30 days. To terminate or refuse to renew tenancy for any household occupying a HOME Unit, the Owner must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

6. Documentation. At the time of executing an initial lease agreement with a tenant of an HOME Unit, Owner shall collect documentation of family size and household income from tenants of all of the HOME Units in order to document compliance with the Affordability Requirements herein. Owner shall collect such compliance documentation in such form as required by the City's Department of Community and Economic Development and which form may be updated from time to time. Owner is also responsible for ensuring that the lease terms for HOME Units at all times comply with the Affordability Requirements. On an annual basis and upon request by the City, the Owner shall provide documentation to the City demonstrating compliance with the Affordability Requirements.

7. Housing Assistance Payments. In the event the Project receives Federal or State project-based rental assistance ("PBRA") in connection with the designated HOME-assisted units, PBRA rents may be charged only when all of the following conditions are met:

- (i) The designated HOME-assisted units must be rented by a household with an income at or less than 50% AMI for Cincinnati (a “**low-income household**”); and
- (ii) The Project must receive Federal or State PBRA in the designated unit(s); and
- (iii) The household must not provide more than 30% of their monthly Adjusted Gross Income for their rent payments.

8. Rent Limitation. Owner shall not charge rent to any HOME Unit occupied by qualifying households that exceeds the maximum HOME rents established from time to time by HUD in accordance with 24 CFR 92.252. Owner acknowledges that HUD will publish the HOME rent limits on an annual basis. Notwithstanding the foregoing, a unit that receives a Federal or state project-based rental subsidy and is occupied by a qualifying household that pays as a contribution to rent no more than 30% of the household’s adjusted income, the Owner may charge the rent allowable under the Federal or state project-based rental subsidy program (i.e., the tenant rental contribution plus the rental subsidy allowable under that program) so long as the conditions under Section 8 of this Covenant are met. If a household receives tenant-based rental assistance, the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rental subsidy allowable under that rental assistance program). HOME rent limitations include rent plus the utility allowance approved by the Ohio Housing Finance Agency, which Owner shall promptly deliver to the City once obtained.

9. Project Occupancy. Owner shall ensure all HOME Units are occupied by eligible, qualifying households within 6 months of the Project Completion Date and submit information to the City on its efforts to fill such units for qualifying households, and, if appropriate, a marketing plan as described below.

10. Affirmative Marketing. Throughout the Affordability Period, Owner shall Affirmatively Market the availability of such HOME Units to government housing allowance recipients. “Affirmatively Market” shall mean advertising the availability of the rental units to government housing allowance recipients in a newspaper of general circulation throughout the City, and giving notice of availability to government housing assistance offices, at least 10 days in advance of renting the dwelling unit to any person other than a recipient of government housing allowance assistance. If 25% of the dwelling units are already rented to recipients of government housing assistance at the time that a vacancy occurs, Owner need not affirmatively market the availability of the dwelling unit to government housing allowance recipients. This provision shall not be construed to limit the rent that may be charged for the dwelling units.

11. Condominium Conversion. During the Affordability Period, Owner shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

12. Prohibition Against Discrimination. Throughout the Affordability Period, Owner shall:

- (i) not refuse to rent, lease or otherwise deny to or withhold units on the Property from an individual because of the race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, or disability of an individual who would reside in the Property;
- (ii) not refuse to rent or lease the Property to an individual because that individual has children who would reside in the Property;
- (iii) not refuse to rent or lease the Property to an individual because that individual receives or is eligible for federal, state or local housing assistance;
- (iv) advertise all vacancies in the appropriate local media, mentioning Equal Housing Opportunities and the eligibility for the residence of Section 8 tenants;
- (v) inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, churches, employment centers, fair housing groups or housing counseling agencies);
- (vi) notify Housing Opportunities Made Equal (H.O.M.E.) when a unit becomes available to lease and accept applications from persons referred by H.O.M.E.; and

(vii) keep on file all vacancy advertisements and solicitations. Owner shall forward copies upon request to the City so that Owner's Affirmative Marketing practices may be assessed.

13. Property Management Training. Throughout the Affordability Period, Owner shall cause the Property to be managed by a person qualified by education and experience in property management, as determined and approved by the City in its sole and absolute discretion (qualification may be shown by the applicant's completion of a property management education course, an acceptable certificate of property management training approved by HUD at the expense of Owner or completion and continuance of previous rental projects that meet all current guidelines), and in the event the City determines that Owner has failed to maintain the Property consistently as required under this Agreement, Owner agrees to undertake such further training as the City may require.

14. Third-Party Beneficiaries. Owner and the City acknowledge that the tenants of the HOME Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against Owner; *provided however*, nothing herein shall permit the City and Owner from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of HOME Units and no City liability or obligations to tenants of HOME Units is intended to be created by this section. Owner shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of a HOME Unit in connection with enforcement of the Affordability Requirements.

15. Covenants to Run with the Land. Owner intends, declares and covenants on behalf of itself and its successors and assigns that this Covenant and the provisions contained herein (i) shall be covenants running with the land encumbering the Property during the Affordability Period and are binding upon Owner and its successors-in-title, (ii) are not merely personal covenants of Owner, and (iii) shall bind Owner, its successors and assigns and inure to the benefit of the City during the Affordability Period. Owner hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

16. Enforcement of the Covenants. The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City, its successors or assigns, against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole absolute discretion.

SIGNATURE PAGE FOLLOWS

Executed by Owner and effective as of the date of acknowledgement indicated below.

OWNER:

OSKAMP FLATS LIMITED PARTNERSHIP

an Ohio limited partnership

By: OSKAMP ASSOCIATES, LLC,
an Ohio limited liability company,
its General Partner

By: TMG INVESTMENT GROUP V, LLC,
an Ohio limited liability company,
its Manger

By: _____
Robert L. Maly, President

STATE OF HAMILTON,
COUNTY OF OHIO, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by ROBERT L. MALY, President on behalf of TMG INVESTMENT GROUP V, LLC, an Ohio limited liability company, in its capacity as the Manager of OSKAMP ASSOCIATES, LLC, an Ohio limited liability company, in its capacity as the General Partner on behalf of OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership, on behalf of the Borrower.

Notary Public
My Commission Expires: _____

Approved as to Form:

Assistant City Solicitor

Forward all correspondence to:

City of Cincinnati
Department of Community and Economic
Development
HOME Program
Two Centennial Plaza - Suite 700
805 Central Avenue
Cincinnati, OH 45202

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

Exhibit A
to HOME Investment Partnerships Program
Restrictive Covenant
(Affordability)

Legal Description

Property Address: 223 W. 4th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 145-0001-0158-00

Parcel I:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 46 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, said lot fronting 30 feet on the south side of Fourth Street and extending southwardly between parallel lines 84 feet in depth and bounded on the east by Egan (formerly North Market) Alley.

Parcel II:

Situate in the City of Cincinnati, Hamilton County, Ohio, being all of Lot No. 33 in Square 2 of the subdivision of lots as made by William McFarland as the same is recorded in Deed Book "H" Pages 78 and 79 of the Deed Records of Hamilton County, Ohio, and also a 30-foot strip of ground fronting on the north line of McFarland Street extending northwardly 20 feet in depth along the west line of Egan Alley. Said Lot No. 33 and the above-described 30-foot strip together front 30 feet on the north side of McFarland Street and extend northwardly between parallel lines a distance of 84 feet along the west line of said Egan Alley.

The said two parcels described above front 30 feet on the south side of Fourth Street and extend southwardly between parallel lines, 168 feet in depth to the north line of McFarland Street along the west line of Egan Alley.

Property Address: 26 W. 7th Street, Cincinnati, Ohio 45202

Auditor Parcel ID No: 077-0003-0063-00

Situate in the City of Cincinnati, County of Hamilton, and State of Ohio: Beginning at the northeasterly corner of Seventh Street and Baldwin Alley, the said Baldwin Alley being the first alley easterly of the easterly line of Race Street; thence from said point of beginning running 68 feet and 1-3/8th inches along the northerly line of said Seventh Street to a point; thence running northwardly 97 feet more or less to the southerly line of Piatt Alley; thence running westwardly along the said southerly line of Piatt Alley 68 feet and three-quarters and one inch to the easterly line of Baldwin Alley; thence running southwardly along the easterly line of the said Baldwin Alley to the northerly line of Seventh Street and the place of beginning, being known and designated as Numbers 26, 28 and 30 West Seventh Street.

The above described tract of realty comprising all of Lots 19 and 20 in Square 2 in John H. and B.H. Piatt's Subdivision of Out Lots in the City of Cincinnati, County of Hamilton, State of Ohio, as recorded in Book 1, Page 41 (also Book 22, Page 113) of the records of said Hamilton County, Ohio.

Exhibit F
to HOME Investment Partnerships Program Funding Agreement

Form of Guaranty

SEE ATTACHED

COMPLETION GUARANTY

This Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by **THE MODEL GROUP, INC.**, an Ohio corporation, 1826 Race Street, Cincinnati, Ohio 45202 ("**Guarantor**") in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. The City and OSKAMP FLATS LIMITED PARTNERSHIP, an Ohio limited partnership ("**Obligor**"), are parties to a *HOME Investment Partnerships Program Funding Agreement* dated _____, 2025 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the Project on the Property, which includes the renovation of the buildings on the real property located at 223 W. 4th Street and 26 W. 7th Street, in the Central Business District (Downtown) neighborhood of Cincinnati (the "**Property**"), into an aggregate of 70 affordable residential rental dwelling units (the "**Project**"), of which 8 dwelling units located in the 26 W. 7th Street portion of the Property will be designated as fixed Low HOME-assisted units. Pursuant to the terms of the Agreement, the City is providing the Loan in the amount of up to \$2,500,000 in order to partially finance construction of the Project.

C. Guarantor, as a partner in the Project, will benefit from the provision of the Loan provided by the City in connection with the Project.

D. Pursuant to terms of the Agreement, and as a material inducement to the City to enter into the Agreement, Guarantor is required to execute and deliver this Guaranty to the City.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby promises and agrees as follows:

1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to complete the Project, all in accordance with, and subject to, the terms and conditions of the Agreement, including payment to the City of any and all losses, damages, and expenses (including without limitation attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages, or expenses are expressly provided for under the Agreement, or are then otherwise allowable by law (collectively, the "**Guaranteed Obligations**").

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City shall notify Guarantor thereof in writing. If the City provides notice of default, then Guarantor, within 10 business days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) From time to time, the City may in the exercise of its sole and absolute discretion and without providing notice to or obtaining the consent of Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to the Loan

Documents; (ii) modify or supplement any of the provisions of the Loan Documents upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Loan Documents upon written agreement with Obligor and/or effect any release, compromise, or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct, and immediate and is a guaranty performance and completion and not of collection on the Loan; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors, or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity, or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

3. Waivers. Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within 10 business days after the City's written demand.

4. Subrogation. Anything contained in any provision of this Guaranty, the Agreement, or applicable law to the contrary notwithstanding, any and all rights of Guarantor to collect amounts that may be owed to it by Obligor shall be subordinate to amounts owed by Obligor to the City under the Note, and after an event of default under the Note and continuing until such time as all obligations of Obligor under the Note have been paid in full, Guarantor shall not accept any payments from Obligor. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of

the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

5. Effect of this Guaranty. Guarantor hereby warrants to the City that: (A) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing, and in good standing under the laws of the State of Ohio; (iii) has full power, authority, and legal right to execute, acknowledge, and deliver this Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor to perform its obligations under this Guaranty; and (B) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

6. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person; (ii) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (iii) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

7. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, a written amendment executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right which it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence of this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by

such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(I) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same, confirming that Guarantor has no further obligations hereunder, and cancel this Guaranty.

(J) Assignment. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

Signature Page Follows

Executed by the Guarantor, effective as of the date indicated below (the “**Effective Date**”).

GUARANTOR:

THE MODEL GROUP, INC.
an Ohio corporation

By: _____
Robert L. Maly, CEO

Date: _____, 2025

Approved as to Form:

Assistant City Solicitor

cc: Karen L. Alder, City Finance Director

Exhibit G
to HOME Investment Partnerships Program Funding Agreement

HOME Provisions

Developer shall comply with the following provisions during the Term of this Agreement:

I. OPERATIONAL AND AFFORDABILITY REQUIREMENTS. Developer shall abide by the following requirements:

1. Maintenance. Throughout the Affordability Period, Developer shall maintain the Property as decent, safe and sanitary housing in good repair in compliance with the ongoing property condition standards of 24 CFR 92.251(f) as demonstrated by an on-site inspection no less than once every 3 years in accordance with 24 CFR 92.504(d)(ii), the HUD Section 8 Housing Quality Standards set forth in 24 CFR 982.401 (if and to the extent applicable), the Cincinnati Building Code, and any other applicable laws, and shall keep all dwelling units available for rent during that period. Developer shall give special attention to preventive maintenance of the Property and purchase the materials, equipment, tools, appliances, supplies and services necessary to maintain the Property in good and safe condition and repair. Developer shall receive and investigate systematically and promptly all service requests from tenants and City officials, take action as may be justified, and keep records of the same.

2. Leasing Vacant Units. During the period of time the Project is under construction Developer shall not lease or rent any units on the Property without the written approval of both the City building inspector and the Director of DCED. Following the issuance of a certificate of occupancy for all units, Developer does not need to obtain any prior approval to lease units pursuant to this Section.

3. Leasing of HOME Units to Qualifying Households. Throughout the Affordability Period, Developer shall ensure that all the completed HOME Units at the Property to households with a household income (as defined in 24 CFR 5.609) that is below the applicable household income established from time to time by the U.S. Department of Housing and Urban Development ("**Tenant Income Guidelines**"). Under the current Tenant Income Guidelines each LOW HOME-assisted dwelling unit must be rented to a household with a household income below 50% of the median area household income for comparably sized households, and each HIGH HOME-assisted dwelling unit must be rented to a household with a household income below 65% of the median area household income for comparably sized households.

4. Referral Methods (Coordinated Entry Process of a Continuum of Care). Developer agrees to use the local Continuum of Care's (Strategies to End Homelessness (STEH)) coordinated entry process (CE) as its referral method for coordinating intake, assessment, and receiving referrals of qualifying populations eligible for placement in the Project's HOME Units. Developer may collect information and documentation required to determine whether an individual or family meets the criteria of a HOME qualifying population at any point in the coordinated entry process (i.e., after or concurrently with the assessment and intake process), provide that Developer may not use such information to rank a person for HOME assistance.

5. Income Recertification.

(A) Verification Procedure. Developer shall verify an occupant's income (i) annually (including, without limitation, at the time of lease renewal or changes in income) through a statement and certification from the occupant, and (ii) at least once every 6 years during the Affordability Period using third party source documentation supplied by the occupant, as provided in 24 CFR 92.252(h). On an annual basis, Developer shall verify its continued compliance with the affordability terms of this Exhibit by certifying project rents and verifying tenant eligibility by submitting to the City a *Tenant Income & Rent Guidelines Worksheet* and an *Income Certification Form* for all households occupying HOME Units. The Income Certification Form must be signed by and certified by each tenant and indicate that the information is complete and accurate.

(B) Changes in Income and Over-income Households. In the event that a tenant's household income exceeds HUD's Low or High income limits during a tenancy, the tenant who becomes over income after initial income certification will be allowed to stay in the unit. Such change in annual income shall not

prohibit an extension to the original lease term with the same occupant, so long as the occupant complied with the household income requirements at the execution of the initial lease agreement. In accordance with 24 CFR 92.252(i)(2), a qualifying or low-income household that is not low-income at the time of income recertification (i.e., whose income is above 80% Area Median Income (“AMI”) must pay as rent the lesser of the amount payable by the tenant under State or local law or 30% of the family’s adjusted income, except that tenants of HOME Units that have been allocated low-income housing tax credits must pay rent governed by Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42). If a household’s current annual income exceeds the eligibility limit, the unit continues to qualify as a HOME Unit and/or housing tax credit unit as long as Developer fills the next available unit with an eligible, qualifying household. The next available unit would be one of similar or larger size than the one occupied by the over-income tenant. Developer shall collect such compliance documentation in such form as required by the City’s Department of Community and Economic Development and which form may be updated from time to time throughout the Affordability Period. Throughout the Affordability Period, Developer shall comply with, and shall cause each tenant to comply with, all other HUD verification and compliance reporting requirements.

6. Terms for Tenancies; Tenant Protections.

(A) Written Rental Agreement. Prior to disbursement of any City funds, Developer shall prepare and submit to the City for its review and approval, a form written rental agreement, consistent with the requirements of this HOME Provisions Exhibit, for Developer to enter into with all tenants who will occupy the dwelling units on the Property, which must satisfy the requirements of this HOME Provisions Exhibit and all of the following requirements: (i) complies with all HOME requirements, including but not limited to the HUD requirements for tenant protections and selection set forth in 24 CFR 92.253, and 24 CFR part 5, subpart L, and with Chapter 871 of the Cincinnati Municipal Code, (ii) does not contain any of the prohibited lease terms specified in 24 CFR 92.253(b), (iii) incorporates a rental term for a period not less than one year for all HOME Units, (iv) includes as an addendum to the agreement, the Violence Against Women Act (VAWA) Lease Addendum, as approved by HUD and updated from time to time, in the current form attached hereto as Addendum I to HOME Provisions Exhibit (VAWA Lease Addendum). Once the written rental agreement has been approved by the City (the “**Approved Rental Agreement**”), Developer shall not make any changes to the Approved Rental Agreement. Developer shall ensure that the Approved Rental Agreement is signed by both Developer and each tenant occupying the dwelling units on the Property, maintained in the Developer’s files, and submitted to the City along with the Income Certification forms.

(B) Limited Termination; Notice Requirements. Developer may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the rental agreement. Developer must give the tenant written notice of the termination, specifying the grounds therefor, no less than 30 days prior to the effective date of the termination. Nothing in this paragraph shall prevent Developer from terminating the tenancy of a tenant for nonpayment of rent (if applicable), provided that inability to pay rent means that the tenant cannot pay more than 30% of the household’s income toward rent, based on an income determination made by the City in the last 30 days. To terminate or refuse to renew tenancy for any household occupying a HOME Unit, the Developer must serve written notice upon the tenant at least 30 days prior to terminating the tenancy, specifying the grounds for the termination or nonrenewal.

7. Documentation. At the time of executing an initial lease agreement with a tenant of an HOME Unit, Developer shall collect documentation of family size and household income from tenants of all of the HOME Units in order to document compliance with the affordability requirements herein. Developer shall collect such compliance documentation in such form as required by the City’s Department of Community and Economic Development and which form may be updated from time to time. Developer is also responsible for ensuring that the lease terms for HOME Units at all times comply with the Affordability Requirements. On an annual basis and upon request by the City, the Developer shall provide documentation to the City demonstrating compliance with the Affordability Requirements.

8. Housing Assistance Payments. In the event the Project receives Federal or State project-based rental assistance (“**PBRA**”) in connection with the designated HOME-assisted units, PBRA rents may be charged only when all of the following conditions are met:

- (i) The designated HOME-assisted units must be rented by a household with an income at or less than 50% AMI for Cincinnati (a “**very low-income household**”); and
- (ii) The Project must receive Federal or State PBRA in the designated unit(s); and
- (iii) The household must not provide more than 30% of their monthly Adjusted Gross Income for their rent payments.

9. Rent Limitation. Developer shall not charge rent to any HOME Unit occupied by qualifying households that exceeds the maximum HOME rents established from time to time by HUD in accordance with 24 CFR 92.252. Developer acknowledges that HUD will publish the HOME rent limits on an annual basis. Notwithstanding the foregoing, a unit that receives a Federal or state project-based rental subsidy and is occupied by a qualifying household that pays as a contribution to rent no more than 30% of the household’s adjusted income, the Developer may charge the rent allowable under the Federal or state project-based rental subsidy program (i.e., the tenant rental contribution plus the rental subsidy allowable under that program) so long as the conditions under Section 8 of this Exhibit are met. If a household receives tenant-based rental assistance, the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rental subsidy allowable under that rental assistance program). HOME rent limitations include rent plus the utility allowance approved by the Ohio Housing Finance Agency, which Developer shall promptly deliver to the City once obtained.

10. Project Occupancy. Developer shall ensure all HOME Units are occupied by eligible, qualifying households within 6 months of the Project Completion Date and submit information to the City on its efforts to fill such units for qualifying households, and, if appropriate, a marketing plan as described below.

11. Affirmative Marketing. Throughout the Affordability Period, Developer shall Affirmatively Market the availability of such HOME Units to government housing allowance recipients. “Affirmatively Market” shall mean advertising the availability of the rental units to government housing allowance recipients in a newspaper of general circulation throughout the City, and giving notice of availability to government housing assistance offices, at least 10 days in advance of renting the dwelling unit to any person other than a recipient of government housing allowance assistance. If 25% of the dwelling units are already rented to recipients of government housing assistance at the time that a vacancy occurs, Developer need not affirmatively market the availability of the dwelling unit to government housing allowance recipients. This provision shall not be construed to limit the rent that may be charged for the dwelling units.

12. Condominium Conversion. During the Affordability Period, Developer shall not convert any dwelling units in the Project to condominium ownership or to any form of cooperative ownership.

13. Prohibition Against Discrimination. Throughout the Affordability Period, Developer shall:

- (i) not refuse to rent, lease or otherwise deny to or withhold units on the Property from an individual because of the race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, or disability of an individual who would reside in the Property;
- (ii) not refuse to rent or lease the Property to an individual because that individual has children who would reside in the Property;
- (iii) not refuse to rent or lease the Property to an individual because that individual receives or is eligible for federal, state or local housing assistance;
- (iv) advertise all vacancies in the appropriate local media, mentioning Equal Housing Opportunities and the eligibility for the residence of Section 8 tenants;

- (v) inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, churches, employment centers, fair housing groups or housing counseling agencies);
- (vi) notify Housing Opportunities Made Equal (H.O.M.E.) when a unit becomes available to lease and accept applications from persons referred by H.O.M.E.; and
- (vii) keep on file all vacancy advertisements and solicitations. Developer shall forward copies upon request to the City so that Developer's Affirmative Marketing practices may be assessed.

14. Property Management Training. Throughout the Affordability Period, Developer shall cause the Property to be managed by a person qualified by education and experience in property management, as determined and approved by the City in its sole and absolute discretion (qualification may be shown by the applicant's completion of a property management education course, an acceptable certificate of property management training approved by HUD at the expense of Developer or completion and continuance of previous rental projects that meet all current guidelines), and in the event the City determines that Developer has failed to maintain the Property consistently as required under this Agreement, Developer agrees to undertake such further training as the City may require.

15. Third-Party Beneficiaries. Developer and the City acknowledge that the tenants of the HOME Units are intended third-party beneficiaries of the Affordability Requirements, and such tenants shall have the ability, but not the obligation, to enforce the terms of the Affordability Requirements against Developer; *provided however*, nothing herein shall permit the City and Developer from amending the terms of the Agreement, including the Affordability Requirements, in their sole discretion and without consent of the tenants of HOME Units and no City liability or obligations to tenants of HOME Units is intended to be created by this section. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by a tenant of a HOME Unit in connection with enforcement of the Affordability Requirements.

II. HOME PROGRAM PROVISIONS.

1. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS. Developer shall comply with the requirements and standards of 2 CFR Part 200, including Appendix II, and shall comply with 24 CFR 92.505.

2. COMPLIANCE WITH LAWS, REGULATIONS AND PROGRAMS. Developer shall comply with all applicable statutes, ordinances, regulations and rules of the City of Cincinnati, Hamilton County, the State of Ohio and the United States while performing its obligations under this Agreement.

- (A) **HOME Program Regulations.** Developer shall comply with the HOME program regulations, as amended, and applicable to contained in 24 CFR Part 92. By this reference, said regulations are incorporated into and made a part of this Agreement. Developer hereby acknowledges that it has received a copy of said 24 CFR Part 92, as amended, from the City.
- (B) **HOME Property Standards Requirements.** Developer agrees to comply with all applicable requirements of Subpart F of 24 CFR Part 92, including but not limited to the obligation to include installation of broadband infrastructure within the new construction of a building with more than 4 residential rental units in accordance with 24 CFR 92.251(a)(2)(vi).
- (C) **Immigration and Nationality Act.** In the performance of its obligations under this Agreement, Developer agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
- (D) **Lead-Based Paint Regulations.** Unless exempt, all rehabilitation and construction work funded directly or indirectly, in whole or in part by this Agreement shall be performed in compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Lead-Based Poisoning Regulations (24 C.F.R. Part 35) and all HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing, as applicable, and USEPA's Renovation, Repair, and Painting Rule (40 CFR 745 Subpart E). All work shall also be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and shall comply with OSHA's Lead in Construction Regulations and USEPA's and OEPA's hazardous waste rules.
- (E) **Safety Standards.** In the event that Safety Standards; OSHA regulations or guidelines; OEPA Hazardous Waste guidelines; or, HUD guidelines are being violated, or if neighboring properties are being endangered by the workers, this Project may be suspended or funds withheld until compliance is achieved or a referral may be made to OSHA or another appropriate agency.
- (F) **Environmental Safety Monitoring.** Developer shall comply with Chapter 3742 of the Ohio Revised Code, Lead Abatement and Testing, and the rules promulgated under that Chapter by the Ohio Public Health Council; OSHA's 1993 Lead in Construction Regulations; USEPA's and OEPA's hazardous waste rules; 24 CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures; and HUD's 1995 Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing as revised 1997 and 2012, and USEPA's Renovation, Repair, and Painting Rule. Developer shall allow access to any property by the City's manager and staff of this program to inspect the work and ensure it is in compliance with all appropriate regulations.
- (G) **Lead-Based Paint Risk Assessment and Inspections.** Unless exempt, each property subject to this Agreement shall have a lead risk assessment/inspection prior to the start of the lead-based

paint hazard reduction work. The lead risk assessment/inspection must be performed by an Ohio licensed lead risk assessor/inspector.

- (H) **Clearance Inspections.** Unless exempt, each property subject to this Agreement shall have a lead clearance inspection at the conclusion of the lead-based paint hazard reduction work but prior to re-occupancy of the unit. The lead clearance inspection must be performed by an Ohio lead risk assessor at no cost to the Developer. If the affected areas fail this clearance inspection, Developer will be responsible for re-cleaning the areas until clearance is achieved.
- (I) **Compliance with Federal Statutes Prohibiting Discrimination.** Developer shall comply with all applicable statutes and regulations prohibiting discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), the Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.).
- (J) **Compliance with Section 504 of the Rehabilitation Act of 1973.** Developer agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et. seq.
- (K) **Compliance with Section 3 of the Housing and Urban Development Act.** If the Funds include more than \$200,000.00 (provided however, if the source of the Funds is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 et seq.) or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.), then this Section applies if the Funds are greater than \$100,000.00) of HUD housing or community development program assistance for the construction, reconstruction, conversion or rehabilitation of housing (including for the reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement) or other public construction which includes buildings or improvements (regardless of ownership), this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("**Section 3**"), as amended from time to time. In such event, the following provisions apply:
- (i) The work to be performed under this Agreement is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Project and Youthbuild participants, as defined at 24 CFR Part 75.
 - (ii) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the regulations in 24 CFR part 75.
 - (iii) Developer agrees to send to each labor organization or representative of workers with which Developer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Developer's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and

training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (iv) Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. Developer will not subcontract with any subcontractor where Developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - (v) Developer shall use its best efforts to provide employment and training opportunities generated by the Project to Section 3 workers (as defined in 24 CFR 75.5), pursuant to 24 CFR part 75 and shall certify that any vacant employment positions, including training positions, that are filled (a) after Developer is selected but before this Agreement is executed, and (b) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent Developer's obligations under 24 CFR part 75.
 - (vi) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - (vii) In the event that Developer or any of its contractors or subcontractors fails to comply with the foregoing provisions, the City shall send a written notification to Developer of any such non-compliance or deficiency. If Developer fails to remedy any and all deficiencies within 10 days of receipt of the notification, the City shall immediately halt any and all disbursement of Funds until the deficiency has been remedied. If Developer has not remedied any and all deficiencies within 30 days of the initial notification sent by the City, Developer shall be in default of the Agreement. In addition to being in default of the Agreement, Developer's failure to comply with this section and all HUD Section 3 requirements may result in sanctions including without limitation: debarment from future HUD-assisted contracts and debarment from contracts with the City pursuant to Cincinnati Municipal Code § 321-1-D.
- (L) **Violence Against Women Act (VAWA).** Developer acknowledges that the requirements of the Violence Against Women Reauthorization Act of 2022 (Pub. L. 113-4, 127 Stat. 54) ("**VAWA**") and its provisions are applicable to HUD program, the HOME Funds, and the Project. Pursuant to 24 CFR 359, Developer agrees to comply with all VAWA requirements, as set forth in 24 CFR Part 5, Subpart L, and to comply with the following:
- (i) VAWA Lease Addendum: Developer shall include with each form of written rental agreement to be reviewed and approved by the City and thereafter entered into with a tenant of the Property's dwelling units, the HUD Form-91067, being the VAWA Lease Addendum, attached as Addendum I to HOME Provisions Exhibit (VAWA Lease Addendum) hereto;
 - (ii) Emergency Transfer Plan. Developer shall establish and implement an emergency transfer plan in accordance with 24 CFR Section 5.2005(e), substantially in the form of HUD Form-5381 titled *Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking*, attached as Addendum II to HOME Provisions Exhibit (Model VAWA Emergency Transfer Plan) hereto. Developer shall deliver its emergency transfer plan to the City for review and approval; and
 - (iii) Notice to Tenants; Certificates. Developer shall provide each tenant of the dwelling units on the Property with (a) HUD Form-5380 titled *Notice of Occupancy Rights under the Violence Against Women Act*, attached as Addendum III to HOME Provisions Exhibit (Notice of Occupancy Rights under VAWA) hereto, and (b) a copy of HUD Form-5382 titled

Certificate of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation, attached as Addendum IV to HOME Provisions Exhibit (VAWA Certificate of Domestic Violence).

3. INTEREST OF CERTAIN FEDERAL OFFICIALS. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

4. INFORMATION, REPORTS AND AUDITS. In such form as the City may require, Developer shall collect, maintain, and furnish to the City data, information, and reports as may be requested that pertain to the work or services undertaken by this Agreement, the costs and obligations incurred or to be incurred in connection therewith, financial or operational controls, and/or any other matters covered by this Agreement.

(A) **Record Retention.** Developer shall retain all financial, administrative, and operational records pertaining to all matters covered by this Agreement for a period of five (5) years after the expiration or termination of this Agreement.

(B) **Access/Right to Inspect.** Upon request during the Agreement period and to extend to a period of five (5) years after the expiration or termination of this Agreement, Developer shall permit the City or any designee or auditor to have access to and to inspect all such accounting, administrative, and operational books, records, and statements of Developer that relate or pertain to this Agreement or as necessary for the City to ensure that funds are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance expectations goals are achieved.

(C) **Right to Audit.** The City shall have the right to audit or cause to be audited by an independent auditor the data, records, or statements of Developer. Developer, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, and any other matters covered by this Agreement. Developer shall retain all financial, administrative and operational records pertaining to contract performance during the Agreement period and to extend to a period of 5 years after the expiration or termination of this Agreement, and shall permit the City of Cincinnati or any of its representatives or auditors access to such records to perform such audits as the City may deem appropriate of all matters covered by this Agreement.

5. POLITICAL ACTIVITIES; RELIGIOUS ACTIVITIES. Developer agrees to comply with all applicable laws, rules, and regulations regarding the prohibition of political activities, including but not limited to, the Hatch Act, Title V, Chapter 15 of the United States Code, the Ohio Revised Code, City of Cincinnati Municipal Code or Ordinance and the City Charter. Developer agrees that, if provided under this Agreement, (i) HOME funds will be subject to the requirements of 24 CFR 92.257 regarding disposition and change in use of real property by a faith-based organization.

6. LABOR STANDARDS PROVISIONS. Developer agrees to comply with 24 CFR Section 92.354, Labor published by HUD for HOME Investment Partnership Program funds. Developer agrees to comply with the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Developer shall comply with the Federal Labor Standards Provisions set forth in HUD Form 4010, which are hereby incorporated by reference into this Agreement and are available at <https://www.hudexchange.info/resources/2490/hud-form-4010-federal-labor-standards-provisions/>.

Developer agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Developer agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal

requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Developer of its obligation, if any, to require payment of the higher wage. Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

7. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS. Developer agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to activities set forth in this Agreement. In carrying out all activities under this Agreement in compliance with all federal laws and regulations described in subpart H of 24 CFR Part 92, Developer does not assume the City's responsibilities for environmental review in 24 CFR 92.352.

8. COMPLIANCE WITH AIR AND WATER ACTS.

(A) This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

(B) In compliance with said regulations, the City shall cause or require to be inserted in full in all contracts and sub- contracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements;

- (i) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA).
- (ii) Agreement by the contract to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7414), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (iii) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- (iv) Agreement by the contractor that it will include or cause to be included the criteria and requirements in paragraph A through C of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

(C) In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act of Section 3098 of the Federal Water Pollution Control Act.

9. HISTORIC PRESERVATION. This Agreement is subject to the requirements of P.L. 89 665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93 291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior,

and must make every effort to eliminate or minimize any adverse effect on a historic property.

10. PROPERTY DISPOSITION. Any property, real or personal, purchased in whole or in part with HOME funds shall not be disposed through sale, use, or location without the written permission of the City.

11. LOBBYING. HOME funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation in pending Federal, State, or local governments.

12. FIDELITY BONDING REQUIREMENTS OF DEVELOPER. Prior to the disbursement of any funds to Developer, Developer shall provide the City with a statement from Developer's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount not less than ten percent (10%) of the maximum compensation provided for in this Agreement. If the bond is canceled or reduced, Developer shall immediately notify the City. In that event, the City shall not make any further disbursements to Developer until the City is assured that coverage has been obtained.

13. USE AND REVERSION OF ASSETS. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 92.503, 92.504, and 2 CFR Part 200, as applicable, including, without limitation, the requirement for Developer to transfer to the City any HOME funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

14. METHOD OF PAYMENT. Subject to receipt of funds from the United States Treasury, the City agrees to pay Developer for authorized work and services for which vouchers and similar documentation to support payment are maintained by Developer under those generally accepted accounting principles and procedures approved by the City. Payment will be made in the following manner:

(A) The City will make periodic payments of the Funds to Developer when all of the following conditions have been met:

- (i) Submission of a requisition for payment to the City from Developer specifying that Developer has performed the work under this Agreement in conformance with this Agreement, and that Developer is entitled to receive the amount requisitioned under the terms of the Agreement ("**Requisition for Payment**"). The Requisition for Payment (City Form No. 37 - Claim Voucher/Invoice) shall indicate the disposition of the amount requisitioned by reference to the line item as detailed in the Budget of this Agreement. The claim voucher must be accompanied by the legible copies of documentation satisfactory to the City to substantiate the payment, including but not limited to payroll documents, time sheets indicating hours worked on this Agreement, bills and invoices; and copies of a check register demonstrating payment by Developer.

- (ii) Submission of reports as required pursuant to this Agreement, including this Exhibit.

(B) Unless otherwise indicated in this Agreement, Developer must submit an initial Requisition for Payment to the City no later than two months after the Effective Date and submit ongoing Requisition(s) for Payment with a frequency no less than every two-month period thereafter.

(C) In the event Developer fails to fulfill the terms and conditions of this Agreement, the City may withhold payment as an alternative to termination or cancellation of the Agreement. In such event the City will notify Developer of the reason for such action and of the conditions precedent to the resumption of payment.

(D) All Requisitions for Payment shall be submitted by Developer to the City no later than the date that is 30 days after the expiration or termination of this Agreement.

15. DISBURSEMENT

(A) **Permitted Variances from the Budget.** Funds may be disbursed only in accordance with the amounts contained in the attached budget except that Developer may incur obligations and make distributions up to 10% in excess of any line item so long as the total costs do not result in spending more than the amount specified in the total project budget. Prior written approval must be obtained from the city for other expenditures not in accord with the budget to be eligible for reimbursement.

(B) **Limitations on Disbursements.**

- (i) Compensation for employees hired under this Agreement, including wages, salaries and supplemental benefits, shall not exceed that paid for similar work by regular employees of the City. In cases where kinds of personal services have no counterpart, compensation will be reviewed by the City and will be limited by the City to an amount not to exceed that paid for similar work in the labor market in which Developer competes for the kinds of personal services involved.
- (ii) Funds disbursed by the City to Developer shall not be used to advance funds to any individual or organization.
- (iii) Notwithstanding any provisions to the contrary in this Agreement or the budget appended hereto, it is specifically agreed that there shall be no payment for items designated as ineligible costs pursuant to 2 CFR Part 200.
- (iv) No costs allocable to a period prior to the Term, even if paid by Developer during the Term, shall be allowable costs under this Agreement.

16. RESPONSIBILITY FOR GRANT ADMINISTRATION. In accordance with Subpart K of the HOME Investment Partnerships Program regulations, the City is responsible for ensuring the administration of HOME funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the City of this responsibility. The City is also responsible for (i) determining the adequacy of performance under subrecipient agreements and procurement contracts and (ii) taking appropriate action when performance problems arise.

17. PROHIBITION AGAINST PAYING FOR INELIGIBLE ACTIVITIES AND FEES. Developer shall not use HOME funds for any prohibited activities or fees provided under 24 CFR 92.214.

18. OUTSIDE CONTRACTS. Developer shall be free to contract with other public and private organizations and to secure donations to provide services related to the Project; provided that the Funds shall be used to provide services solely as set forth in this Agreement. Developer shall notify the City within ten (10) days after the execution of any such agreement. Developer shall keep records of the receipts and expenditures that result from such outside monies. Said records shall be in the same form as those records kept for the Funds. The City shall have the right to inspect said records at any time during reasonable business hours. Said records shall be in the same form as those records kept for the Funds. The City shall have the right to inspect said records at any time during reasonable business hours.

19. CERTIFICATION AS TO NON-DEBARMENT. Developer certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation from the transaction covered by this Agreement. Developer acknowledges and agrees that if it or any of its principals is presently debarred, Developer shall not be entitled to compensation under this Agreement and shall promptly return to the City all of the Funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this Agreement shall be retained by the City.

20. CFR PROVISIONS. This Agreement is subject to 2 CFR Part 200, as revised, which is hereby incorporated by reference. Copies of the same may be obtained upon request from the City Department of Community and Economic Development, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202.

21. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT.

The Developer must comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24, 24 CFR 92.353, and (b) the requirements of 24 CFR 92.353(e), governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act.

22. RELOCATION RECORDS. The Developer must maintain evidence of compliance with 24 CFR 92.353, and 49 CFR Part 24, including, without limitation, records pertaining to the provision of relocation assistance, any notices provided, copies of any residential anti-displacement and relocation assistance plan, and any correspondence with any tenant pertaining to the relocation, for a period of five (5) years after the expiration or termination of this Agreement. Any records maintained pursuant to this section must be provided to the City upon its request.

23. BUILD AMERICA BUY AMERICA. Developer agrees that in receiving the federal financial assistance from the City, to comply with the Buy America Sourcing requirements under the Build America, Buy America provisions (“**BABA**”) of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117- 58, §§70911-70917) and implementing regulations at 2 CFR Part 184, as amended, when using both the Federal funds and non-Federal funds for the purchase of goods, products, and materials on any form of construction, alteration, maintenance, or repair of infrastructure involved with the entire infrastructure project, regardless of whether infrastructure is the primary purpose of the project, in the United States regardless of the appropriation. These sourcing requirements require that all iron, steel, manufactured products, and construction materials used in a Federally funded infrastructure project (as defined in 2 CFR 184.3) must be produced in the United States. Developer must implement these requirements in its procurements, unless waived by a Federal awarding agency under 2 CFR 184.7, and this article must flow down to all subawards and contracts at any tier. Developer acknowledges that these BABA requirements apply to the entirety of an infrastructure project (excluding the non-infrastructure components or expenditures thereof), even if funded by both Federal and non-Federal funds under one or more awards.

24. Federal Funding Accountability and Transparency Act (FFATA). If Developer receives at least \$30,000 in Federal financial assistance, Developer must comply with the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) and implementing regulations at 2 CFR Part 170, including, but not limited to, documenting and reporting its expenditure of Federal funds made available pursuant to this Agreement and delivering such reports to the City in any medium and manner the City may reasonable request. Developer agrees to provide the City with any other information reasonably necessary for compliance with FFATA.

ADDENDUM I
to
HOME Provisions Exhibit
VAWA Lease Addendum

[SEE ATTACHED]

Housing

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

VAWA Resources:

HUD 5380 Notice of Occupancy Rights under Violence Against Women Act	https://www.hud.gov/sites/documents/5380.DOCX
HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking	https://www.hud.gov/sites/documents/5382.docx
Translations available	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a
HUD 5383 Emergency Transfer Request	https://www.hud.gov/sites/documents/5383.docx
Translations available	https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a

ADDENDUM II
to
HOME Provisions Exhibit

Model VAWA Emergency Transfer Plan

[SEE ATTACHED]

[Insert name of covered housing provider]

**Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence,
Sexual Assault, or Stalking**

Emergency Transfers

[Insert name of covered housing provider (acronym HP for purposes of this model plan)] is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ HP allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of HP to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HP has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **[insert name of program or rental assistance here]** is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HP's management office and submit a written request for a transfer to **[HP to insert location]**. HP will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HP will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HP cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HP will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HP may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HP has no safe and available units for which a tenant who needs an emergency is eligible, HP will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

ADDENDUM III
to
HOME Provisions Exhibit

Notice of Occupancy Rights under VAWA

[SEE ATTACHED]

[Insert Name of Housing Provider¹]
Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **[insert name of program or rental assistance]** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **[insert name of program or rental assistance]**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **[insert name of program or rental assistance]**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **[insert name of program or rental assistance]** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at **[insert Federal Register link]**. Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

*ADDENDUM IV
to
HOME Provisions Exhibit*

VAWA Certificate of Domestic Violence

[SEE ATTACHED]

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

<p>In your own words, briefly describe the incident(s):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Exhibit H
to HOME Investment Partnership Program Funding Agreement

Disbursement of Funds

(A) Conditions to be Satisfied Prior to Disbursement of Funds. The City shall be under no obligation to disburse the Funds unless and until the following conditions are satisfied and continue to be satisfied:

- (i) Disbursement Conditions: The Disbursement Conditions must be satisfied or waived by the City, each in its sole discretion.
- (ii) Insurance: Developer must have provided proof of insurance as required by the Agreement, naming the City as an additional insured.
- (iii) Note & Mortgages from Developer: Developer shall have executed and delivered to the City the Note and the recorded HOME Mortgage and recorded TIF Mortgage.
- (iv) Affordability Covenant. Developer shall have executed and delivered to the City the recorded Affordability Covenant.
- (v) Rental Agreement. Developer shall have delivered to the City its proposed form of written rental agreement for the City's review and approval.
- (vi) Guaranty: Developer shall have caused the delivery to the City of the fully executed Guaranty.
- (vii) Other Information: Developer shall provide to the City such other information and documents pertaining to Developer or the Project as the City may reasonably require.
- (viii) No Default: Developer shall be in full compliance with all requirements under the Agreement, Note, Mortgage, Affordability Covenant, the Guaranty, and the CRA Agreement.
- (ix) Project Completion: Developer shall be prepared and capable of otherwise undertaking and completing all necessary actions to commence the Project promptly following the Effective Date and thereafter to pursue completion of this Project in a timely manner and otherwise in accordance with the terms of the Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall endeavor to disburse the Funds to Developer within 30 days of receipt of a completed draw request in accordance with Section (C)(ii) of this Exhibit. The City shall disburse the TIF Loan on a reimbursement basis and pro-rata with all other construction funds being utilized by Developer, the proceeds of which shall be used for the residential component of the Project undertaken at the 223 W. 4th Street portion of the Property (i.e., the Funds shall not be first in). The City shall disburse the HOME Loan on a reimbursement basis, the proceeds of which shall be used only for construction costs associated the designated HOME-assisted units within the Project. Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from

the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer for construction shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate 90 days following completion of construction of the Project.

(C) Draw Procedure

(i) Frequency. Developer may make disbursement requests no more frequently than once in any 30-day period.

(ii) Documentation. Each disbursement request shall include the following: For construction costs shown on the approved budget, Developer shall submit a draw request form provided by the City, with the following attachments: (i) an AIA G-702-703 Form (AIA) or such other similar form acceptable to the City; (ii) sworn affidavits and/or unconditional lien waivers (together with invoices, contracts, or other supporting data) from all contractors, subcontractors, and materialmen covering all work, labor, and materials for the work through the date of the disbursement and establishing that all such work, labor, and materials have been paid for in full; (iii) waivers or disclaimers from suppliers of fixtures or equipment who may claim a security interest therein; and (iv) such other documentation or information requested by the City that a prudent construction lender might request. All affidavits and lien waivers shall be signed, fully-executed originals.

(D) Retainage. After review and approval of a disbursement request, the City shall disburse 90% of the amount requested (with retainage of 10%). The retained amount shall be disbursed when (i) construction of the Project has been completed and evidence thereof, in form satisfactory to the City, has been delivered to the City; (ii) the City has obtained final lien waivers and all other conditions to payment set forth in this Agreement have been satisfied with respect to such payment; and (iii) Developer has complied with all of its other obligations, as it relates to the Project, under this Agreement as determined by the City in its sole discretion. For the avoidance of doubt, Developer may, following the completion of the Project, and upon the provision of the required documentation and the satisfaction of the other disbursement conditions in this Exhibit, request disbursement of the entire amount of Funds in one lump sum, in which case such amount would not be subject to retainage.

(E) Estoppel Certification. A request for the disbursement of Funds shall, unless otherwise indicated in writing at the time Developer makes such request, be deemed as a representation and certification by Developer that (i) all work done and materials supplied to date are in accordance with the approved plans and specifications and in strict compliance with all legal requirements as of the date of the request, (ii) the construction is being completed in accordance with the approved budget and construction schedule, and (iii) Developer and the City have complied with all of their respective obligations under this Agreement. If Developer alleges that the City has been or is then in default under this Agreement at the time Developer makes such request, and if the City disputes such allegation, the City shall not be obligated to make or authorize such disbursement until the alleged default has been resolved.

End of Exhibit

Exhibit I
to HOME Investment Partnership Program Funding Agreement

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

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

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

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

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

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

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

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

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

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

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

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA’s (00415402-6)

Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

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

(F) Small Business Enterprise Program.

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

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

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the

15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

(K) Conflict of Interest. Pursuant to 24 CFR 92.356, and Ohio Revised Code Section 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with

the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

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

(M) Wage Enforcement.

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

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

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

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

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

(d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth

in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

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

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

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

ADDENDUM I
to
Additional Requirements Exhibit
City's Prevailing Wage Determination

SEE ATTACHED

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION

IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:

2024-168

DEPARTMENT *

DCED

CONTACT PERSON *

MORGAN RAHE

Phone # *

(513)352-4648

Email *

MORGAN.RAHE@CINCINNATI-OH.GOV

Requested Date:

02/20/2025

Estimated Advertising Date:

02/04/2025

Estimated Bid Opening Date:

02/18/2025

Estimated Starting Date:

04/01/2025

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY

Yes No

FUND *

980

STATE

Yes No

FUND

COUNTY

Yes No

FUND

FEDERAL

Yes No

FUND *

411

IS THIS PROJECT BEING COMPETIVLY BID?

Yes No

PROJECT ACCOUNT NUMBER:

251625

AMT. OF PUB. FUNDING \$: *

\$2,500,000.00

TOTAL PROJECT DOLLARS: *

\$26,517,126.00

NAME OF PROJECT (Maximum 100 Letters) *

OSKAMP FLATS

Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) *

Residential Building

Project Location: (Include both the address and parcel number.) *

Historic renovation and adaptive reuse of two existing buildings located at 26 W. 7th St and 223 W. 4th Street in the Downtown neighborhood. The buildings are not contiguous. 26 W Seventh Street (077-0003-0063-00): 6 floors and 43 residential units. 223 W Fourth Steet (145-0001-0158-00): 5 floors and 27 residential units.

Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) *

26 W. 7th St is owned by Yukon Investments LLC, an affiliate of Model Property Development. 223 W Fourth Steet is owned by 223 OZ LLC, an affiliate of Model Property Development. Prior to closing, the properties will be transferred to the Project entity: Oskamp Flats, LP (an affiliate of Model Property Development)

Budget Breakdown: (Provide a description of all funding sources and the use of those funds.

Attachments may be included as necessary.) *

Funding Sources include Cincinnati Development Fund Senior Debt (\$1,600,000), ERA2 Hamilton County Funds (\$2,045,000), General Partner Capital (\$870,000), Deferred Developer Fee (\$329,008), 9% Low Income Housing Tax Credit Equity (\$15,678,432), Federal Historic Tax Credit Equity (\$3,494,686), City of Cincinnati HOME Loan (\$700,000) - 8 HOME assisted units, and Downtown South TIF Affordable Housing Set Aside loan (\$1,800,000), subject to necessary approvals. The project has been administratively approved for a 15-year net 67% Commercial Tax Abatement.

Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) *

Model Property Development will rehabilitate two buildings in the Downtown neighborhood containing 70 total rental units of affordable housing targeted toward senior (55+) residents. The project will include on-site management in each building by National Church Residences. Both buildings will entail a gut renovation to include the installation of all new HVAC (heating and air condition), plumbing, electric, roof replacement, tuckpointing, new windows and doors (where not salvageable), masonry, drywall, cabinets, carpentry, and hard flooring installation. All public funds will be used for hard construction of the residential space only and private funds will be used for acquisition, construction, soft cost, and developer fees.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY

Assigned Number
57330158

Dept Submitted Date
02/20/2025

DEI Received Date
02/20/2025

Original Assigned Number
2024-168

Funding Guidelines:

State

Federal

Prevailing Wage Will Not Apply

Rates That Apply:

Building

Heavy

Highway

Residential

Decision Number:

Modification Number:

Publication Date:

Determination By:

Name *
LYDGIA SARTOR

Title
Deputy Director

Date *
02/20/2025

Decision Summary: *

Per Section 286 of the Home Investment Partnership Act, Davis Bacon wage rates do not apply when fewer than twelve (12) Home-assisted units are being constructed, regardless of the total overall amount of units in the project. Per DCED, the project will include 8 HOME-assisted units, therefore Davis Bacon wage rates do not apply, under USDOL guidelines.

Finally, the project does not meet the definition of a "Development Agreement" as set-forth by CMC 321-1-D2, therefore, project is exempt from Local prevailing wage.

Note: Any changes to the scope, funding or developer of the project will require a revision to this wage determination.

Director Approval Signature
LAURA CASTILLO

Director Approval Date
02/20/2025