

Contract no: _____

Property: College Hill Town Hall

LEASE AGREEMENT

This Lease Agreement (“**Agreement**”) is made and entered into, effective as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is City of Cincinnati, Department of Public Services, 1115 Bates Avenue, Cincinnati, Ohio 45225 (the “**City**”), and **MUTUAL DANCE THEATRE AND ARTS CENTERS**, an Ohio nonprofit corporation, the address of which is 8222 Monon Avenue, Cincinnati, Ohio 45216 (“**Tenant**”).

Recitals:

A. The City owns certain real property located at 1805 Larch Avenue in College Hill, identified as Hamilton County Auditor’s Parcel ID No. 234-0003-0021-90 (the “**Property**”). The Property contains (i) public recreation playground facilities and an associated parking lot known as the College Hill Playground (the “**Recreation Property**”), which Recreation Property is under the management of the Cincinnati Recreation Commission, and (ii) the College Hill Town Hall, as more particularly described on Exhibit A (Legal Description -Leased Premises) hereto (the “**Leased Premises**”), which Leased Premises is under the management of the City’s Department of Public Services (“**DPS**”).

B. Pursuant to that certain *Lease Agreement*, dated July 8, 1999, the City leases the Leased Premises to Tenant (successor by merger to Contemporary Dance Theater, Inc., an Ohio nonprofit corporation) for a term of up to 30 years (i.e. an initial five year term, with five renewal optional renewal terms of five years each), with the current term set to expire on July 8, 2024, for use as a civic center for the College Hill community and as theater instructional space (the “**Prior Lease**”).

C. Following Tenant’s merger with Contemporary Dance Theater, Inc., Tenant desires to terminate the Prior Lease and execute a new lease agreement with the City to use the Leased Premises in the same or a similar manner, namely, as a civic center for the College Hill Community and as theater instructional space (the “**Permitted Use**”) for a period of up to 10 years (i.e., an initial five-year term and an optional renewal term of five years).

D. The City Manager, in consultation with DPS, has determined that (i) the Leased Premises is not needed for municipal purposes for the duration of this Agreement, and (ii) leasing the Leased Premises to Tenant for the Permitted Use will not be adverse to the City’s retained interest in the Property or the Leased Premises.

E. The fair market rental value of the Leased Premises, as determined by appraisal by the City’s Real Estate Services Division, is approximately \$9,000 per year; however, the City is agreeable to lease the Leased Premises to Tenant for less than its fair market rental value, namely, \$1.00 per year, because the City will receive benefits from the Agreement that equal or exceed the fair market rental value of the Leased Premises in that the City will be relieved of the expense and administrative burden of the management, operation, and security of the Leased Premises through the term of this Agreement, and Tenant has agreed to continue to keep the Leased Premises open and available for use as a community civic space.

F. The City has determined that eliminating competitive bidding is in the best interest of the public because Tenant is a community-oriented nonprofit organization with a mission to promote the general health and welfare of the College Hill community, and Tenant has demonstrated experience in the management, operation, and maintenance of the Leased Premises in a good and safe condition.

G. City Planning Commission having the authority to approve the change in the use of City-owned property, approved the use of the Property as a civic center and theater instructional space under the Prior Lease at its meeting on June 18, 1999.

H. Execution of this Agreement was authorized by Ordinance No. [____], passed on [_____].

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. On the terms and conditions set forth in this Agreement, the City does hereby lease the Leased Premises to Tenant, and Tenant does hereby lease the Leased Premises from the City, for the Term established under section 2 below. The City makes no representations or warranties to Tenant regarding the physical condition of the Leased Premises. The rights herein granted to Tenant are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises, matters that would be disclosed upon an ordinary inspection or survey of the Leased Premises, and any and all rights expressly reserved under this Agreement for the benefit of the City, utility companies, and other third parties.

(B) As-Is Condition. Tenant acknowledges and agrees that Tenant has conducted its own due diligence in order to familiarize itself with the condition and characteristics of the Leased Premises. The City has not made any representations or warranties concerning the title, condition or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose, and Tenant acknowledges and agrees that Tenant is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any pre-existing environmental conditions affecting the Leased Premises. On the Commencement Date (as defined in section 2 below), Tenant shall accept the Leased Premises in "as is" condition.

(C) Title Matters. The rights herein granted to Tenant are subject and subordinate to the rights of utility providers and others to enter upon the Leased Premises from time to time pursuant to recorded easements and other recorded instruments affecting the Leased Premises (if any). Tenant shall not take any actions that would violate any easements, covenants, restrictions or other matters of record affecting the Leased Premises. Tenant shall not have the right to grant any easements or otherwise encumber the City's title to the Leased Premises without the City's prior written consent, and Tenant acknowledges that any further encumbrances may require approval of City Council under the Cincinnati Municipal Code. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not materially interfere with Tenant's use of the Leased Premises for the Permitted Use, or otherwise unreasonably impair the rights granted to Tenant under this Agreement.

(D) City's Right to Access the Leased Premises. The City hereby reserves the right for its employees, agents, and contractors to enter upon Leased Premises from time to time for the purpose of examining the condition of the Leased Premises, determining Tenant's compliance with the provisions of this Agreement, accessing any public utility installations, or any other proper municipal purpose, as determined by the City, including, but not limited to capital repairs or improvements. The City shall use reasonable efforts to avoid disrupting Tenant's business operations and shall promptly repair any damage to the Leased Premises caused by the City's entry. The City shall use reasonable efforts to notify Tenant prior to entering upon the Leased Premises except that no notice shall be required in the event of an emergency.

(E) Access by Public Utilities. Tenant shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by any and all public utilities that have existing utility facilities within the Leased Premises for the maintenance, repair and replacement thereof, and Tenant shall not undertake any action or construct any improvements within the Leased Premises that may interfere with any such utility company's rights without having first obtained such utility company's consent. If Tenant's

use of the Leased Premises causes damage to existing utility facilities belonging to a utility provider, Tenant shall immediately notify the appropriate utility provider. All costs of such repairing such damage, including without limitation, all costs of replacing any damaged utility facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Tenant and shall be payable by Tenant within thirty (30) days after Tenant receives documentation substantiating such costs. If any utility provider damages or must remove any improvements installed by Tenant within the Leased Premises in connection with its inspection, operation, maintenance, repair or replacement of its existing utility facilities in the area, Tenant shall be solely responsible for all costs associated with the repair, replacement or relocation of Tenant's improvements.

(F) Use of Recreation Parking Lot. In connection with the Permitted Use, the City does hereby grant to Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees the non-exclusive right to enter upon the Recreation Property for ingress and egress to and from the Leased Premises to the Belmont and Larch Avenues public rights-of-way and the non-exclusive right to use the parking lot located on the Recreation Property. Entry upon the Recreation Property shall be at the sole risk of Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees. While on the Recreation Property, Tenant shall not interfere with the rights of anyone else having the legal right to be on the Recreation Property. Tenant shall indemnify, defend and hold harmless the City and the Cincinnati Recreation Commission, and their officers, employees, agents, and contractors, from and against any and all claims, causes of action, losses, injuries, damages, liability, costs, and Workers' Compensation claims whatsoever resulting from the entry upon the Recreation Property by Tenant, its employees, agents, contractors, subcontractors, licensees, and invitees. Without limitation of the foregoing, Tenant waives all claims against the City and the Cincinnati Recreation Commission for damage or theft of Tenant's equipment or other personal property that may from time to time be at the Recreation Property.

(G) Civic Use. As material inducement for the City to enter into this Agreement, Tenant represents and warrants that it has entered into (or will enter into) a written agreement with The College Hill Forum, an Ohio nonprofit corporation, to grant said organization the right to use the Leased Premises from time to time for public meeting purposes or other functions related to civic engagement.

2. Term.

(A) Initial Term (5 years). The initial term of this Agreement ("**Term**") shall commence on the Commencement Date (being the Effective Date, as defined on the signature page hereof), and, unless extended or sooner terminated as herein provided, shall expire on the last day of the fifth (5th) Lease Year (being the date immediately preceding the sixth (6th) anniversary of the Commencement Date. As used herein, a "**Lease Year**" shall mean each successive 12-month period beginning on the Commencement Date.

(B) Renewal Term (5 years). Provided Tenant is not in default under this Agreement at the time it exercises its renewal option, Tenant shall have the option to extend the Term of this Agreement, for a renewal period of five years (for a total Term, including the initial Term, of 10 Lease Years), exercisable by giving written notice thereof to the City at least 90 days (but no earlier than nine months) prior to the expiration of the initial Term. The renewal period shall be on the same terms and conditions as set forth herein (except that there shall be no additional renewal options unless agreed to by the parties in a written amendment to this Agreement). As used herein, the "**Term**" of this Agreement means the initial Term and, if applicable, the renewal period.

(C) Early Termination. Notwithstanding anything in this Agreement to the contrary, the City shall have the right to terminate this Agreement by giving Tenant no less than six months prior written notice thereof, if the City determines that the Leased Premises is needed for a municipal purpose. Tenant shall have the right to terminate this Agreement at any time, by giving the City no less than 90 days prior written notice thereof, if Tenant decides for any reason that it no longer requires the use of the Leased Premises in connection with its operations.

3. Rent.

(A) Base Rent. On the Commencement Date, and on each anniversary thereof during the Term, Tenant shall pay the City annual rent for the Leased Premises, in advance, without notice or setoff, in the amount of \$1.00 per year.

(B) Late Payment. If any payment owed by Tenant hereunder is not received by the City on the due date, Tenant shall pay the City a late charge equal to five percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Agreement is terminated or expires prior to the end of a year, the City shall not be required to refund any portion of the prepaid rent for such year to Tenant. All payments shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to: City of Cincinnati, Attention: Real Estate, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, or to such other address as the City may from time to time designate in writing.

(C) Additional Rent. This is a "triple net" lease, and throughout the Term, Tenant shall pay all costs associated with the Leased Premises as additional rent. Tenant shall make such payments directly to the persons or entities to whom such payments are owed. To the extent that the City, rather than Tenant, pays any costs that would otherwise be payable by Tenant under this Agreement, Tenant shall reimburse the City for such costs, as additional rent, within thirty (30) days after Tenant's receipt of documentation substantiating such costs; provided however that with respect to costs that are within the control of the City, the City shall notify Tenant at least 30 days prior to incurring such costs in order to give Tenant the opportunity to address the matter.

(D) Late Charge. If Tenant fails to pay Base Rent or any other amount due and payable to the City under this Agreement when due, and the same remains overdue for longer than thirty (30) days past the due date, the overdue amount shall thereafter bear interest until paid at an annual rate of ten percent (10%).

4. Permitted Use.

(A) Permitted Use. Tenant shall use the Leased Premises primarily as a civic center and as theater instructional space. Tenant shall not use the Leased Premises for any other uses without the prior written consent of the City. Tenant shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment.

(B) Legal Requirements. Tenant shall obtain and maintain all necessary licenses and permits and shall operate and maintain the Leased Premises in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Leased Premises, including without limitation all applicable environmental laws (collectively, "**Legal Requirements**").

5. Real Estate Taxes. Tenant acknowledges that the Property, as defined above as Hamilton County Auditor's Parcel ID No. 234-0003-0021-90, is currently exempt from real estate taxes; however, should the Property lose its tax-exempt status during the Term in connection with Tenant's use of the Leased Premises, Tenant shall pay all real estate taxes and assessments levied against the Property that become due and payable during the Term (and regardless of the period to which such taxes and assessment relate). Upon the City's receipt of such real estate tax bills, the City shall invoice Tenant for the amount due, and Tenant shall pay such amount to the City within 30 days thereafter. Tenant may institute proceedings to contest the validity or amount of such taxes or to exempt the Property from taxation, the City, at no cost to the City, shall cooperate with Tenant to the extent that the participation of the owner of the lessor's interest under this Agreement is required or appropriate, but Tenant may not defer payment of such taxes during such contest. Tenant shall be entitled to any and all amounts recovered which relate to tax payments previously made by Tenant. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Tenant's contest and reserves

the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public.

6. Utilities & Other Expenses. During the Term of this Agreement, Tenant shall pay, when due, (i) any and all utility expenses associated with the Leased Premises, and (ii) any and all other operating expenses associated with the Leased Premises. *Tenant acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Agreement.*

7. Maintenance and Repairs. Throughout the Term, Tenant, at Tenant's sole expense, shall keep interior, non-structural portions of the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including, without limitation, the interior walls, doors, floors and ceilings, any and all appliances, and the heating, ventilating, plumbing, electrical and mechanical systems within the Leased Premises. In the event of damage to the Leased Premises, Tenant shall promptly repair such damage, at its sole expense, to the satisfaction of the City. If Tenant fails to perform necessary maintenance and repairs as required hereunder and fails to undertake corrective action within 10 days after receiving written notice thereof from the City, then, in addition to the City's other rights and remedies under this Agreement, the City shall have the right to undertake such maintenance and repairs, whereupon Tenant shall reimburse the City for the cost thereof within 30 days after receiving a written invoice from the City indicating the amount due. Notwithstanding the provisions of this section or section 13, if the City determines that emergency repairs are needed, the City shall not be required to give Tenant 10 days notice of the need for such repair and may immediately undertake such repair at Tenant's sole cost.

8. Alterations.

(A) **No Alterations or Signs.** Except as permitted under this section, Tenant shall not make any alterations or improvements to the Leased Premises, install any signs within the Leased Premises that are visible from outside the Leased Premises, install any new utilities within the Leased Premises, or remove any existing improvements within the Leased Premises, without obtaining the prior written consent of the City. If Tenant proposes to install any permanent-type structures or other improvements within the Leased Premises, Tenant shall also obtain the prior written consent of all utility companies whose utility facilities might be affected.

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

(C) **Compliance with Laws.** Tenant shall obtain all necessary City inspection permits for work within the Leased Premises performed by Tenant and shall pay all required permit fees. Tenant shall ensure that all work is performed in compliance with all applicable federal, state and local laws, codes, regulations and other governmental requirements.

9. Insurance; Indemnification.

(A) **Insurance.** Throughout the Term, Tenant shall maintain: (i) Commercial General Liability insurance with respect to the Leased Premises in an amount not less than \$1,000,000 per occurrence, combined single limit/\$1,000,000 aggregate, naming the City as an additional insured; and (ii) special peril property insurance on the building in the amount of the full replacement cost thereof; and (iii) and such additional insurance as the City's Risk Management Division may from time to time reasonably require. All insurance required to be maintained by Tenant hereunder shall be issued by insurance companies reasonably acceptable to the City. If Tenant constructs any improvements within the Leased Premises, Tenant shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Tenant shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

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

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

10. Casualty. If the Leased Premises is damaged or destroyed by fire or other casualty, Tenant shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Leased Premises was in immediately prior to such occurrence. The City and Tenant shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the insurance proceeds are insufficient to fully repair and restore the Leased Premises, Tenant shall make up the deficiency. Tenant shall handle all construction in accordance with the applicable requirements set forth herein, including without limitation obtaining the City's approval of the plans and specifications. Tenant shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Leased Premises is being repaired or restored.

11. Default; Remedies. Should Tenant fail to pay the rent or any other sum due under this Agreement within five days after receiving written notice thereof from the City, or should Tenant fail to observe or perform any other obligation under this Agreement within thirty (30) days after receiving written notice thereof from the City (in either event, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Agreement by delivering a written notice of termination to Tenant. Tenant shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Tenant's default or the termination of this Agreement. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Tenant's sole expense and may, if necessary, enter onto the Leased Premises in order to undertake such cure. Tenant shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Tenant's obligations under this Agreement, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Agreement are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Agreement or to exercise any right herein contained shall not constitute a waiver in the future of such right. If Tenant becomes debarred by the federal, state or local government, the same shall constitute an immediate default of Tenant under this Agreement.

12. Notices. All notices required or permitted to be given by either party to the other under this Agreement shall be in writing and shall be personally delivered, or mailed by U.S. mail, to the parties at their addresses set forth in the introductory paragraph of this Agreement or at such other address as either party may designate from time to time. Notices shall be deemed given on the date of receipt. If Tenant sends a notice to the City alleging that the City is in default under this Agreement, Tenant shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

13. Surrender; Holdover.

(A) Surrender; Holdover. At the end of the Term, Tenant shall remove all of its personal property from the Leased Premises and shall leave the Leased Premises in "broom swept" condition. If Tenant fails to remove any items of personal property at the end of the Term, the City may deem such items to be abandoned, and the City may remove, store, destroy, sell or otherwise dispose of such items as the City sees fit, whereupon Tenant shall pay all costs incurred by the City in connection therewith within fifteen (15) days after receiving written notice from the City of the amount due. If Tenant remains in possession of the Leased Premises after the termination date, then, at the City's option, such holdover shall create a tenancy at will on the same terms and conditions as set forth in this Agreement except that rent payable during such holdover shall be equal to the then fair market rental value of the Leased Premises as determined by appraisal by the City's Real Estate Services Division. Tenant shall pay all costs incurred by the City in connection with Tenant's holdover, including without limitation attorney's fees and court costs.

(B) Removal of Alterations. If Tenant has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements Tenant shall be required to surrender (at no cost to the City) and which improvements Tenant shall be required to remove. If Tenant fails to timely remove improvements that are designated for removal by the City, such improvements shall be deemed abandoned by Tenant, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements, and Tenant shall pay all costs incurred by the City in so doing within twenty days after the City's written demand.

14. General Provisions. Tenant shall not assign its interests under this Agreement or sublet the Leased Premises or otherwise permit any third party or parties to occupy the Leased Premises without the prior written consent of the City. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended only by a written amendment signed by the parties after the date hereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement shall not be recorded in the Hamilton County Recorder's Office. This Agreement shall be governed by the laws of the City of Cincinnati and State of Ohio. 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 Tenant agrees that venue in such court is proper. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement. The City and Tenant 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. All representations, warranties, covenants, agreements and obligations of the City and Tenant 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 member, officer, agent or employee of the City or Tenant in other than his or her official capacity. No official executing or approving the City's or Tenant's participation in this Agreement shall be personally liable under this Agreement. The City and Tenant each represents to the other that it has the power and authority to enter into and perform its obligations under this Agreement without the consent of anyone who is not a party to this Agreement and that the execution and performance of this Agreement have been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Agreement.

15. Additional Conditions from City's Coordinated Report CR #22-2021. Tenant shall comply with the following additional terms and conditions:

(A) Greater Cincinnati Water Works.

(i) If in the future, Tenant determines the existing water system does not meet their fire and/or domestic water demands, then Tenant may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinated Report for the lease of the Leased Premises in no way relieves Tenant of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of Tenant and not at the expense of the Water Works.

(ii) All conditions of water service to the Leased Premises, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the Leased Premises, will be determined upon submission of final plans and application for service. Water service to the Leased Premises is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(B) Duke Energy. Duke has a secondary and service to the Leased Premises that it must maintain access to.

16. 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. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

17. Termination of Prior Lease. Effective as of the Effective Date, the Prior Lease is hereby terminated and are of no further force or effect, and is superseded in its entirety by this Agreement.

18. Exhibits. The following Exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description*
Exhibit B – *Additional Requirements*

[Remainder of this Page is Intentionally Blank; Signature Pages to Follow]

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

CITY OF CINCINNATI

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Recommended by:

Jerry Wilkerson
Director, Department of Public Services

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

[Tenant Signature Page Follows]

MUTUAL DANCE THEATRE AND ARTS CENTERS,
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Date: _____, 2022

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, the _____ of the Mutual Dance Theatre and Arts Centers, an Ohio nonprofit corporation, on behalf of the nonprofit corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

EXHIBIT A
to Lease Agreement

Legal Description

Situated, lying and being in the City of Cincinnati, County of Hamilton and State of Ohio, in Section 30, Mill Creek Township, Town 3, Fractional Range 2, and described as follows:

From the intersection of the south line of Larch Avenue, and the easterly line of Belmont Avenue, measure eastwardly along the south line of Larch Avenue 290.62 feet; thence southwardly, at right angles to the south line of Larch Avenue 105 feet for the PLACE OF BEGINNING; thence continuing southwardly along the prolongation of the last described course 71 feet; thence eastwardly parallel to the south line of Larch Avenue 122 feet; thence northwardly, at right angles, to the last described course 71 feet; thence westwardly parallel to the south line of Larch Avenue 122 feet to the place of beginning.

Also the use of a driveway abutting and lying immediately west of the westerly side of the above described tract and the use of an entrance walk extending from the south line of Larch Avenue to the building located on the above described tract and known as the College Hill Town Hall.

EXHIBIT B
to Lease Agreement

Additional Requirements

Tenant and Tenant'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. Tenant 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, Tenant, or Tenant'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 Tenant 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, Tenant, or its contractors and subcontractors. Because this Agreement requires that Tenant 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 Tenants, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Tenant 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 Tenant, even where such obligations are not imposed on Tenant 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 Tenant 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 Tenant is performing construction work for the City under a construction contract to which the City is a party, Tenant 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

Tenant 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 Tenant 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 Tenant 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 Tenant receives City funds or other assistance, Tenant 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 Tenant 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, Tenant and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Tenant and/or its general contractor's meet and confer activity, Tenant shall provide to the City, in writing, a summary of Tenant 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, Tenant 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 Tenant 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 Tenant; 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 building code requirements.

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

(E) Displacement. If the Project involves the displacement of tenants, Tenant 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, Tenant 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, Tenant 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, Tenant 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>.) Tenant 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, Tenant 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, Tenant shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Tenant 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. Tenant or its general contractor shall update the report monthly by the 15th. Tenant 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, Tenant 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, Tenant 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 Tenant 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 Tenant 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. Tenant 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, Tenant shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor.

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

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

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Tenant or in the Project, and Tenant 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, Tenant and its general contractor shall use its best efforts to post available employment opportunities with Tenant, the general contractor's organization, or the organization of any subcontractor working with Tenant 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 {00351351-4}

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 Tenant 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

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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. Tenant 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, Tenant 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 Tenant or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Tenant shall be considered in default under this Agreement.