

ATTACHMENT A

Contract No. _____

Property: Egan Alley

LEASE AGREEMENT
(triple net)

This Lease Agreement (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **Oskamp Flats Limited Partnership**, an Ohio limited partnership, with offices at 1826 Race St., Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Egan Alley in downtown Cincinnati, as shown on Exhibit A (Site Map) and described on Exhibit B (Legal Description – Leased Premises) hereto (the “**Leased Premises**”), which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Lessee owns the property abutting the western boundary of the Leased Premises, such Lessee owned property being more particularly identified as Hamilton County, Ohio Auditor’s parcel number 0145-0001-0459 (“**Lessee’s Property**”), which Lessee uses to operate residential rental dwelling units to provide affordable housing to very low-income and low-income residents of the City of Cincinnati.

C. Lessee entered into a HOME Investment Partnerships Program Funding Agreement, dated April 11, 2025, with the City (the “**Funding Agreement**”) as a source of financing the renovation of Lessee’s Property, and further, has qualified for and, intends to obtain a Low Income Housing Tax Credit (“**LIHTC**”) from the Ohio Housing Finance Agency.

D. Lessee desires to lease the Leased Premises for the purposes of access to and removal of trash and garbage, and as a common area for the residents of Lessee’s Property.

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

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

F. The fair market rental value of the Leased Premises is \$4,080.00 per year, as determined by an appraisal by the City’s Real Estate Services Division.

G. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) the City desires to lease the Leased Premises to Lessee to use it in conjunction with Lessee’s Property, (ii) it is in the interest of the City to increase affordable housing availability in the area and leasing the Leased Premises to Lessee will aid Lessee in creating desirable, affordable housing, and (iii) as a practical matter, no one other than an adjoining property owner would have any practical use of the Leased Premises and the only other abutting property owner has consented to this Lease.

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

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

NOW THEREFORE, the parties hereby agree as follows:

1. Grant.

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

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

2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on October 31, 2026 (also referred to herein as the "**Commencement Date**") and shall continue until the date which is thirty (30) years thereafter, unless extended or sooner terminated as herein provided.

(B) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 60 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid Monthly Base Rent (as defined below).

3. Monthly Base Rent.

(A) Monthly Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Monthly Base Rent**" in the amount of \$0.00 for the Term, which shall be payable on or before the first (1st) day of each calendar month during the Term in advance, without notice or setoff.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to ten percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated early for any reason (other than due to the City's desire to use the Leased Premises for a municipal purpose under paragraph 2(B) above), the City shall not be required to refund any portion of the prepaid rent for such period. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room

122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

4. Permitted Use. Lessee shall use the Leased Premises solely for access for trash and garbage removal and as a common area for residents of Lessee's Property (the "**Permitted Use**") and for no other purpose. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, including, without limitation, wrecked vehicles, or parts thereof, other than the temporary storage of trash and garbage which shall be contained in appropriate bins. Lessee shall not permit vending of any kind or character to be conducted, permitted, or allowed within the Leased Premises.

5. Utilities; Real Estate Taxes; Other Expenses. During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

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

7. Alterations.

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

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

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

8. Information and Reports. Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises and the operation of a public surface parking lot thereon and that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and**

Reports”). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee’s Records and Reports.

9. Insurance; Indemnification.

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

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

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

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

11. Default. Lessee acknowledges that Lessee’s development and maintenance of Lessee’s Property for the purpose of providing low income housing is a material inducement to the City entering into this Lease and the terms of the Funding Agreement and the conditions and restrictions of the LIHTC are hereby incorporated into this Lease by reference, and any default under the Funding Agreement or violation of the conditions and restrictions of the LIHTC shall constitute a default under this Lease. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a “default”), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee’s default or the termination of this Lease. Without limitation of the City’s other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee’s sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall

pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

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

13. Surrender; Holdover.

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

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

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

15. General Provisions.

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

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

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

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

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

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

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office.

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

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

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

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

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

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

16. Additional Conditions from City's Coordinated Report (CR#75-2024). Lessee shall comply with the following additional terms and conditions as directed by the indicated City department or affiliate:

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

- i. Lessee shall install retractable or removable steel bollards at the northern and southern boundaries of the Leased Premises to close the Leased Premises to vehicular traffic. Prior to installation, plans for the bollards shall be submitted to DOTE, such plans to show the location of bollards relative to street fixtures and the right-of-way lines. Bollards shall be able to be raised and lowered by the use of a key, which DOTE shall be provided a copy of.

- ii. Should Lessee desire to install gates to close the Leased Premises to public pedestrian traffic, Lessee shall submit plans to DOTE showing the exact location of such gates relative to street fixtures and right-of-way lines. Gate plans shall also include a description of the gates, the manufacturer's details and the locking mechanism.
- iii. The City, all utility providers with facilities on the Leased Premises and abutting property owners shall be provided with keys or other appropriate access means through the gate, and the gate shall have "panic" hardware that allows for opening of the gate from the inside at all times.
- iv. All bollard, gate and barrier designs shall be subject to the discretionary approval of DOTE.
- v. There shall be no permanent structures constructed in, or removed from, the Leased Premises without the prior written approval of the City.
- vi. All work associated with the installation of any gates or bollards shall be performed in accordance with a street opening permitted obtained from DOTE by a licensed street contractor.
- vii. Lessee shall maintain the pavements, curbs, sidewalks and other improved surfaces within the Leased Premises to the standards of DOTE.
- viii. All bollards or gates shall be removed at the expiration or termination of this Lease and the Leased Premises returned to its original condition at the expense of Lessee.
- ix. The proceeds of this Lease shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with this Lease, and the City's Finance Director is hereby authorized to deposit amounts in excess thereof into the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757.

(B) Cincinnati Fire Department ("CFD")

- i. The north entry of the alley shall remain as an "exit discharge" as required by Section 1028 of the Ohio Fire Code.

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

- i. Points of egress shall be maintained at both the norther and southern ends of the Leased Premises, and any gates installed shall have "knock box" access as well as "panic bar" emergency egress.
- ii. All properties adjacent to the Leased Premises must be provided access to the Leased Premises for the purposes of primary and emergency egress, and trash management.

17. Temporary Easement for Street Purposes.

(A) Grant. As a material inducement for the City to lease the Leased Premises to Lessee, Lessee does hereby grant to the City, its successors, and assigns, a temporary, a non-exclusive easement for street purposes for the Term over and across the following described portions of Lessee's Property, which portions are more particularly depicted on Exhibit A hereto (the "**Temporary Easement**"):

Situated in the City of Cincinnati, Hamilton County, Ohio, described as follows:

Beginning at the intersection of the east line of Pancoast Alley with the north line of Whetstone Alley;
 thence North 11° 01' 30" West, along the east line of Pancoast Alley, a distance of 50.00 feet;
 thence South 25° 55' 50" East, a distance of 31.10 feet;

thence South 11° 01' 30" East, a distance of 20.00 feet to the north line of Whetstone Alley;
thence South 79° 18' 20" West, along the north line of Whetstone Alley, a distance of 8.00 feet to
the place of beginning.

Containing 280 square feet.

Also, the following described property:

Situated in the City of Cincinnati, Hamilton County, Ohio, described as follows:

Beginning in the south line of Whetstone Alley, at a point which is South 79° 18' 20" West, a
distance of 85.17 feet, as measured along the south line of Whetstone Alley from the intersection
of the south line of Whetstone Alley, with the west line of Crow Alley;
thence South 79° 18' 20" West, along the south line of Whetstone Alley, a distance of 30.00 feet;
thence South 10° 41' 40" East, a distance of 25.00 feet;
thence North 79° 18' 20" East, a distance of 10.00 feet;
thence North 27° 38' East a distance of 32.01 feet to the place of beginning.

Containing 500 square feet.

(B) Permitted Use. The City, its successors, assigns, licensees, employees, agents, invitees,
and members of the general public shall have the non-exclusive right to use the Temporary Easement for
vehicular and pedestrian ingress and egress across the Temporary Easement to the adjoining public
right-of-way.

(C) Termination. The rights hereby granted shall terminate automatically upon the expiration or
termination of this Lease, as provided herein.

(D) Indemnification. Lessee shall hold the City harmless from and against any and all claims,
causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any
occurrence on the Temporary Easement during or with respect to the Term of this Lease.

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

Exhibit A – *Site Map*

Exhibit B – *Legal Description – Leased Premises*

[SIGNATURE PAGES FOLLOW]

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

Oskamp Flats Limited Partnership,
an Ohio limited partnership

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by _____, the _____ of **Oskamp Flats Limited Partnership**, an Ohio limited partnership, on behalf of the same.

Notary Public
My commission expires: _____

[CITY SIGNATURE PAGE FOLLOWS]

City of Cincinnati

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

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

Notary Public
My commission expires: _____

Approved by:

_____, Director
Department of Transportation & Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
_____, City Finance Director

EXHIBIT A
to Lease Agreement

Site Map

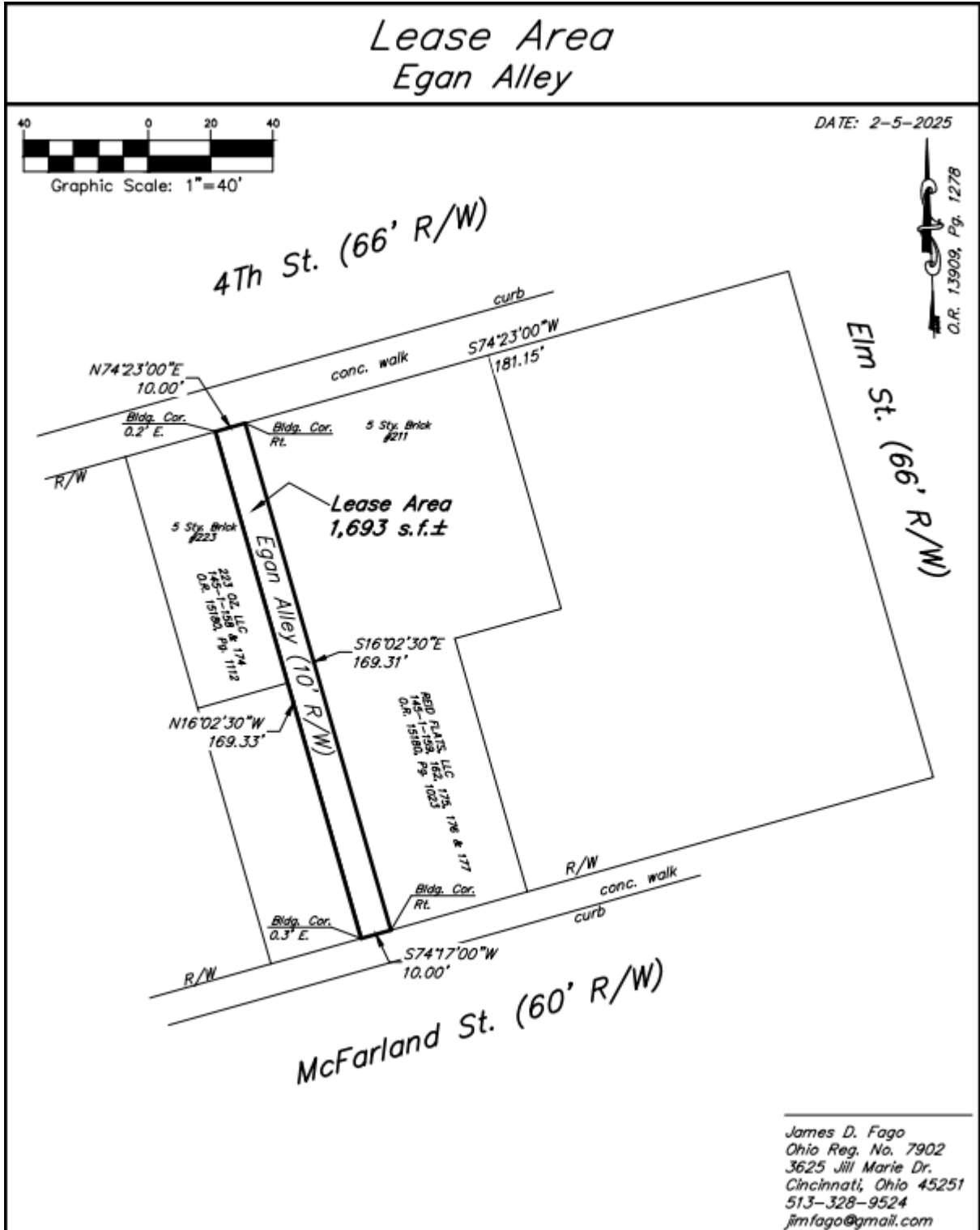


EXHIBIT B
to Lease Agreement

Legal Description –Leased Premises

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at the intersection of the south line of 4Th Street, 66' R/W and the east line of Egan Alley 10' R/W and being the corner of an existing building; thence with the east line of said Egan alley and along the west line of an existing building, South 16°02'30" East, 169.31 feet to an existing building corner at the intersection of the north line of McFarland Street, 60' R/W and the east line of said Egan Alley; thence with the north line of said McFarland Street, South 74°17'00" West, 10.00 feet to a point being 0.3 feet west of an existing building corner; thence with the west line of said Egan Alley, North 16°02'30" West, 196.33 feet to a point being 0.2 feet west of an existing building corner at the intersection of the south line of said 4Th Street and the west line of said Egan Alley; thence with the south line of said 4Th Street, North 74°23'00" East, 10.00 feet to the Place of Beginning. Containing 1,693 square feet of land more or less. Bearings based on O.R. 13909, Pg. 1278 H.C.R.O.. Subject to all legal highways, easements and restrictions of record. This description is based on a survey performed under the direction of James D. Fago, Ohio Reg. No. 7902.