

Contract No. _____

PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

AMERICAN CRAFT BREWERY LLC

Project Name: American Craft Brewery

(vacation and sale of City-owned rights-of-way for construction of a truck staging area in the West End neighborhood of Cincinnati)

PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Property Sale and Development Agreement (this "**Agreement**") is made and entered into as of 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, Ohio 45202 (the "**City**"), and **AMERICAN CRAFT BREWERY LLC**, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**Developer**").

Recitals:

A. The City owns approximately 0.1516 acres of real property designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street, as more particularly depicted on Exhibit A-1 (Site Plan) and described on Exhibit A-2 (Legal Description of Sale Property) hereto (collectively, the "**Sale Property**"), which property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Developer owns the real property abutting the Sale Property located at 517, 519, 521, and 545 Findlay Street and 528 Livingston Street, as more particularly depicted on Exhibit A-1 and described on Exhibit A-3 (Legal Description of Developer's Property) hereto (the "**Developer's Property**" and, together with the Sale Property, the "**Property**").

C. Developer has requested that the City vacate and sell the Sale Property to Developer so that Developer may consolidate it with Developer's Property and subsequently construct a truck staging area on the Property to support Developer's main production brewery located at 1635 Central Parkway, as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto (the "**Project**").

D. The City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Sale Property is approximately \$9,400 (the "**Purchase Price**"), which Developer has agreed to pay.

E. [_____] Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided the following: (i) an Attorney's Certificate of Title dated [_____, 2025], certifying that Developer is the owner of all real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Developer.

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

G. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

H. The City has determined that (i) the Sale Property is not needed for transportation or any other municipal purpose and the sale of the Sale Property will not be detrimental to the public interest; (ii) upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and (iv) it is in the best interest of the City to eliminate competitive bidding in connection with the City's vacation and sale of the Sale Property because Developer owns all real property that abuts the Sale Property, Developer has obtained the consent of all necessary abutters to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for the Sale Property.

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's vacation and sale of the Sale Property to Developer at its meeting on _____, 2025.

J. Execution of this Agreement on behalf of the City has been authorized by Ordinance No. _____-2025, passed by City Council on _____, 2025.

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

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Developer, and Developer hereby agrees to purchase the Sale Property from the City, for the Purchase Price. Developer acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. **Closing and Conditions to Closing.**

(A) **Conditions.** The Closing shall not occur unless and until each of the following conditions, including any and all other conditions as may be identified in the City's Coordinated Report No. 106-2024 (collectively, the "**Conditions**") have been satisfied or waived in writing by the City, at the City's sole and absolute discretion; *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the Deed (as defined below) or handle such Conditions post-Closing:

- (i) ***Title and Survey:*** Developer shall have approved the title to the Sale Property as set forth in a commitment of title insurance obtained by Developer and in an ALTA property survey of the Sale Property.
- (ii) ***Geotechnical and Environmental Condition:*** Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project.
- (iii) ***Developer Inspections:*** Developer shall have determined from any inspections and investigations made pursuant to this Section 2, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner.
- (iv) ***Financing:*** Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project.
- (v) ***Scope and Budget:*** Developer shall have provided to the City a detailed and updated scope and budget for the Project.
- (vi) ***Consolidation Plat; Vacation Plat:*** Prior to Closing and at no cost to the City, Developer shall conduct all necessary surveying work and prepare (i) a consolidation plat and legal description for the Property, which shall consolidate all

parcels comprising the Property, and (ii) a vacation plat and legal description for the Sale Property. Developer shall submit the consolidation plat and vacation plat to the City for review and approval (the City-approved consolidation plat and vacation plat are individually referred to herein, respectively, as the "**Consolidation Plat**" and the "**Vacation Plat**" and collectively referred to herein as the "**Plats**"). DCED and Developer shall work collaboratively to secure all appropriate Office of the County Engineer, Hamilton County, Ohio and Office of the County Auditor, Hamilton County, Ohio approvals of the Plats, in accordance with applicable law and regulation. Prior to Closing and at no cost to the City, Developer shall provide to the City recordable versions of the Plats and any other related necessary documentation required by the City and shall pay for all other fees and expenses associated with the approval and recording of such Plats.

- (vii) *Final Budget and Construction Contract:* Developer shall have obtained and delivered to the City final construction bids and a final budget for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project.
- (viii) *Building Permit and Zoning Approvals:* Developer shall have secured all zoning and permitting approvals necessary to construct the Project.
- (ix) *Construction Schedule:* Developer shall have provided the proposed construction schedule for the Project.
- (x) *Final Plans and Specifications:* Developer shall have submitted its final professionally prepared plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**").
- (xi) *Coordinated Report Conditions:* Developer shall have satisfied the conditions set forth in the City's Coordinated Report No. 106-2024, which conditions are summarized in Section 11 below.
- (xii) *Project Completion:* Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project, has made no false or misleading claims to the City regarding the Project, and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement.
- (xiii) *Continued Compliance:* Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate.
- (xiv) *Other Information:* Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

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

(B) Copies of Due Diligence Materials to Be Provided to City. Once the aforementioned materials in this Section have been provided by Developer as a Condition and have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Without limitation of Developer's other obligations, prior to Closing, and as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of

the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.

(C) Developer's Right of Entry. Prior to Closing, Developer may enter the Sale Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Sale Property. Developer shall promptly repair any damage to the Sale Property resulting from its inspections and Developer shall hold the City harmless from any loss or expense arising out of Developer's activities on the Sale Property. Entry shall be at the sole risk of Developer.

(D) Right to Terminate. If prior to Closing, either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred as of September 30, 2025, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.

(E) Closing Date. Subject to the terms and conditions of this Agreement, the purchase of the Sale Property by Developer and the sale and conveyance of the Sale Property by the City to Developer (the "**Closing**") shall take place on September 1, 2025, or such earlier or later date upon which the parties mutually agree.

(F) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, (ii) the City shall convey all of its right, title, and interest in and to the Sale Property to Developer by Quitclaim Deed substantially in the form of Exhibit C (Form of Quitclaim Deed) hereto (the "**Deed**"), and (iii) immediately following the recording of the Deed, Developer shall record in the Hamilton County Recorder's Office (a) a Restrictive Covenant substantially in the form of Exhibit D (Form of Restrictive Covenant) hereto (the "**Restrictive Covenant**"), which memorializes the Right of First Refusal, as more particularly described therein and in Section 2(l) below, and (b) the Consolidation Plat. Developer shall pay all conveyance fees, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer and its successors-in-title shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Pursuant to Cincinnati Municipal Code Section 301-20, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein.

(G) Maintenance of Property Between Closing and Prior to Construction Commencement. Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.

(H) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental

Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(l) Right of First Refusal. If Developer receives a bona fide offer to purchase the Property from an unaffiliated third party that Developer desires to accept, Developer shall first offer to sell the Property to the City, and the City shall have a right of first refusal to purchase the Property from Developer prior to any such sale for the same purchase price being offered by such other party, which right shall be reflected in the Restrictive Covenant (the "**Right of First Refusal**"). At such time as the City declines to exercise the Right of First Refusal (or is deemed to have declined to exercise such Right of First Refusal), at the closing of the sale of the Property, the City shall execute a recordable release of the Restrictive Covenant to clear the title to the Property from that encumbrance, and such release is to be recorded at Developer's sole expense. The City shall have 120 days from the date of its receipt of such offer from Developer to exercise or decline to accept such Right of First Refusal, time being of the essence. The City's failure to provide written notice of the exercise of such Right of First Refusal within such 120 days shall be irrevocably deemed as the City's election to decline to exercise such right. Notwithstanding the foregoing, Developer shall have the right to transfer title to the Property to any parent, subsidiary or affiliate entity of Developer (with prior written notice to the City) without activating the Right of First Refusal, provided that in the event of such a conveyance the Right of First Refusal shall remain in effect with respect to a subsequent conveyance of the Property.

3. Commencement and Completion of Project.

(A) Commencement and Completion of Construction. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, and (b) commence on-site demolition and construction of the Project in accordance with the Plans and Specifications (collectively, the "**Construction Commencement**") no later than January 1, 2026 (the "**Commencement Date**"), and (ii) complete construction of the Project (as evidenced by issuance of a certificate of occupancy for the Project) in accordance with the Plans and Specifications and all other City approvals no later than July 31, 2026 (the "**Completion Date**"); *provided however*, that upon Developer's written request and at the DCED Director's sole and absolute discretion, the City may extend the Commencement Date and the Completion Date each by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of either such date.

(B) Repurchase Option. As memorialized in the Deed, if (i) the Consolidation has not occurred by the Consolidation Date or (ii) Construction Commencement has not occurred by the Commencement Date (each, a "**Failure**"), then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Sale Property for the Purchase Price (the "**Repurchase Option**"). To exercise the Repurchase Option, the City shall deliver written notice of its intent to exercise the Repurchase Option to Developer any time after the occurrence of a Failure and prior to the earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement. If the City exercises the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of exercise (but not later than 6 months after the date of the City's notice). At the closing on such re-conveyance of the Sale Property from Developer to the City: (i) Developer shall re-convey marketable title to the Sale Property to the City or its designee by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Developer shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance. After the earlier of (x) the date of actual Construction Commencement and (y) the date of actual Construction Commencement, the City shall no longer have the

right to exercise the Repurchase Option, and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the Repurchase Option. Developer shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

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

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

(E) Inspection of Work. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense.

(F) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

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

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

(I) Barricade Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when construction necessitates such closures, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

4. Insurance; Indemnity.

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following execution of this Agreement, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

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

6. Default; Remedies.

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

(i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and the City are parties, and failure by Developer to correct such failure within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"); *provided, however*, that if the nature of the default is such that it cannot reasonably

be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer or the Property, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or

(iii) any representation, warranty, or certification of Developer made in connection with this Agreement or any other related agreements or documents shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement that is not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

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

To the City:

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

To Developer:

American Craft Brewery LLC
1625 Central Parkway
Cincinnati, Ohio 45214

With a copy to:

Dinsmore & Shohl LLP
255 E. Fifth Street
Suite 1900
Cincinnati, Ohio 45202
Attn: Charles E. Baverman III, Esq.

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

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

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

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

(iii) Developer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

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

(v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceeding or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Project.

(vi) The statements made and information contained in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

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

9. Reporting Requirements.

(A) **Submission of Records and Reports; Records Retention.** Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.

(B) **City's Right to Inspect and Audit.** During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such

inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

10. General Provisions.

(A) Assignment. Developer shall not sell, lease, or convey any interest in or to the Property or assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(B) Entire Agreement. This Agreement (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. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the City's interests in connection with this Agreement shall control.

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

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

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

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

(H) No Third Party Beneficiaries. No third party beneficiary rights are intended to be created by this Agreement.

(I) No Brokers. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.

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

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

(L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.

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

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

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

11. Coordinated Report Conditions. Developer shall abide by the following additional conditions identified in the City's Coordinated Report No. 106-2024 (the "**Coordinated Report**"), unless and until each of the following additional conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion:

(A) DOTe. Developer shall comply with all requirements of DOTE pertaining to the Property, including, without limitation (a) closing off Bauman Street at Findlay Street and Livingston Street with a curb sidewalk; (b) obtaining a DOTE street opening permit for all private improvements in the public rights-of-way and building all improvements in the public rights-of-way to the City's standards, policies, and guidelines; and (c) palleting, plastic wrapping and delivering to the DOTE Millcreek Storage Yard any historic materials in Bauman Street or Eve Alley, including without limitation granite curb and clay pavers, in each case at no cost to the City, as more particularly described in the Coordinated Report.

(B) Metropolitan Sewer District of Greater Cincinnati ("MSD"). 30' wide minimum permanent sewer easements will be necessary for existing combined/sanitary sewers. The permanent sewer easements will be necessary for access, operations, and maintenance to the existing combined/sanitary sewers and manholes. Note, an additional 3' on either side of the permanent easements will be required, along with other MSD easement restrictions, as outlined per MSD Rules and Regulations Section 207. No structure can interfere with the access to a public sewer or can exert loading upon a public sewer per MSD Rules and Regulations Section 206. A change in existing topography or proposed site plan submittal may necessitate a revision to the minimum width requirement.

(C) Storm Management Utility ("SMU"). Developer shall comply with all requirements of SMU pertaining to the sewer system for the Property, including, without limitation, the maintenance or abandonment of the system, at no cost to the City, as more particularly described in the Coordinated Report.

(D) Greater Cincinnati Water Works ("GCWW"). Developer shall comply with all requirements of GCWW pertaining to water service for the Property, including, without limitation, the disconnection and abandonment of any water mains or branches no longer needed, at no cost to the City, as more particularly described in the Coordinated Report.

(E) Planning and Engagement. Developer shall execute and record the Restrictive Covenant, in accordance with Section 2(F) of this Agreement.

(F) Cincinnati Bell/Altafiber. The existing underground telephone facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this condition, will be performed by Developer at Developer's sole expense.

(G) B&I. Developer shall engage in, and comply with all recommendations from, a Coordinated Site Review process.

12. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A-1 – *Site Plan*
Exhibit A-2 – *Legal Description of Sale Property*
Exhibit A-3 – *Legal Description of Developer's Property*
Exhibit B – *Statement of Work, Budget, and Sources of Funds*
Exhibit C – *Form of Quitclaim Deed*
Exhibit D – *Form of Restrictive Covenant*
Exhibit E – *Additional Requirements* (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2025

AMERICAN CRAFT BREWERY LLC,
a Massachusetts limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A-1
to Property Sale and Development Agreement
Site Plan



Exhibit A-2
to Property Sale and Development Agreement

Legal Description of Sale Property

A portion of Eve Alley and all of Bauman Street:

Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being part of Mc Lean Vattier & Reader Subdivision as recorded in Deed Book 65, Page 125 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set cross notch at the intersection of the east right of way line of Bauman Street and the south right of way line of Findlay Street;

Thence along said east right of way line of Bauman Street, South 06°11'38" West, 176.00 feet to the intersection of the the north right of way line of Livingston Street and said east right of way line of Bauman Street, said point being witnessed by a set cross notch at South 06°11' 38" West, 3.00 feet and a set cross notch at North 83°57'06" West, 3.00 feet;

Thence North 83°57'06" West, 25.00 feet to a set cross notch at the intersection of the north right of way line of said Livingston Street and the west right of way line of said Bauman Street;

Thence along the west right of way line of Bauman Street, North 06°11'38" East, 71.00 feet to a set cross notch at the intersection of the said west line of Bauman Street and the south right of way line of Eve Alley;

Thence along the south right of way line of Eve Alley, North 83°57'06" 189.00 Feet to a set MAG nail;

Thence North 06°11'38" East, 10.00 feet to a set MAG nail in the north right of way line of Eve Alley;

Thence along the north right of way line of Eve Alley, South 83°57'06" East, 189.00 feet to a set cross notch at the intersection of said north line of Eve Alley and the aforementioned west right of way line of Bauman Street;

Thence along said west line of Bauman Street, North 06°11'38" East, 95.00 feet to the intersection of the said west line of Bauman Street and the aforementioned south right of way line of Findlay Street;

Thence South 83°57'06" East, 25.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.1444 ACRES. Together with and subject to all easements of record.

[Legal Description of Sale Property Continues on the Following Page]

A portion of Snyder Alley:

Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being part of David E. Wades Estate as recorded in Deed Book 117, Page 120 and being more particularly described as follows:

BEGINNING at a set iron pin at the intersection of the east right of way line of Snyder Alley and the south right of way line of Findlay Street;

Thence along said east right of way line of Snyder Alley, South 09°41'15" East, 31.17 feet to a set iron pin to the southerly terminus of Snyder Alley;

Thence along the southerly terminus of Snyder Alley, North 83°57'06" West, 10.39 feet to a set iron pin in the west right of way line of Snyder Alley;

Thence along said west right of way line of Snyder Alley, North 09°41'15" West, 31.17 feet to a set iron pin at the intersection of the aforementioned south right of way line of Findlay Street and the said west right of way line of Snyder Alley;

Thence South 83°57'06" East, 10.39 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0072 ACRES. Together with and subject to all easements of record.

Exhibit A-3
to Property Sale and Development Agreement

Legal Description of Developer's Property

Parcel 1:

Property Address: 517 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0015-00

PARCEL NOS. 133-0006-0015 THRU 0017, 0027 THRU 0038 AND 0308 CONS.:

PARCEL NO. 1. Lot No. Thirteen (13) in Square "U" of Plat "C" of the Commissioners Subdivision of David E. Wade's Estate; fronting fifty (50) feet on the north side of Livingston Street, between John and Linn Streets, and being eighty-eight (88) feet in depth, a plat of which Subdivision is recorded in Book No. 117, page 120 of the records of Hamilton County, Ohio.

Also known and designated as Lot No. Two (2) in Square "U" of Wade's Subdivision as recorded in Book 117, page 120, of said Hamilton County, Ohio records, commencing at a point on the south side of Findlay Street, one hundred and fifty-eight (158) feet west from John Street; thence westerly along the south side of Findlay Street fifty (50) feet and from these two points extending back southwardly between parallel lines, the same width in rear as in front, eighty-seven (87) feet.

PARCEL NO. 2. Being all of a certain lot or parcel of land known as Lot No. 4, Square "U", upon Plat C, of the Subdivision of the real estate of David E. Wade, deceased, said lot fronting twenty (20) feet upon the west side of John Street and extending westwardly with the south line of Findlay Street, one hundred (100) feet more or less to an alley, and being situated upon the southwest corner of Findlay Street and John Street aforesaid.

PARCEL NO. 3. Lots Numbers Five (5), Six (6) and Seven (7) of Square "U", Wade, Dudley & Ludlow's Subdivision as shown on Plat C of the Subdivision of D. C. Wade, deceased, recorded in Deed Book 117, page 120, Hamilton County, Ohio records; each of said lots fronting twenty-six (26) feet on the westerly side of John Street and running westwardly to a ten foot alley;

PARCEL NO. 4. Situated in the City of Cincinnati, County of Hamilton, State of Ohio, being a part of Lot No. 3 in Square "U" in Plat "C" of the Estate of David E. Wade, deceased, per Trustees, recorded in Deed Book 117, page 120, Hamilton County, Ohio, records, lying on the south side of Findlay Street between Linn and John Streets, beginning at the southwest corner of a ten and one-half (10-1/2) foot alley and Findlay Street, which said alley is laid off parallel to and one hundred (100) feet west of John Street; thence west on the south side of Findlay Street Twenty (20) feet; thence south at right angles to Findlay Street eighty-eight (88) feet; thence east in a line parallel to Findlay Street to the ten and one-half (10-1/2) foot alley; thence north with the west line of said alley to the place of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 1 (continued):

PARCEL NO. 5. Situated on a lot being part of Lot No. 3 in Wade, Dudley & Ludlow's Subdivision of Square U, Plat C, lying on the south side of Findlay Street and commencing at a point 20 feet from a 10-1/2 foot alley, which alley is laid off parallel to and one hundred (100) feet distant from John Street; thence west twenty-eight (28) feet on Findlay Street; thence South at right angles to Findlay Street eighty-eight (88) feet; thence East on a line parallel to Findlay Street twenty-eight (28) feet; thence North on a line at right angles to Findlay Street eight-eight (88) feet to the place of beginning, being a lot 28 x 88 ft., more or less, in depth.

PARCEL NO. 6. Situated in the City of Cincinnati, Hamilton County, Ohio, and more particularly described as follows:

Being Lots Nos. 8, 9 and 10 in Square "U" of Plat "C" of the lands of David E. Wade, deceased, as laid out and subdivided by George O. Torrence, Henry B. Funk and Peyton S. Symmes cons. under the will of said Wade to appraise and partition said lands among said Wade's heirs as fully appears from their return in file in the office of the Clerk of Court of Common Pleas of said county and of record in the recorder's office of said County in Book 117, page 120, and more particularly described as follows:

Commencing at the northwest corner of John and Livingston Streets, thence in a northwestwardly direction along the west line of John Street, a distance of eighty-five (85) feet to a point; thence southwestwardly along the north line of Lot 8 a distance of one hundred (100) feet, more or less, to a ten and one-half (10-1/2) foot alley; thence southeastwardly along the West line of said Lots Nos. 8, 9 and 10 to a point in the north line of Livingston Street; thence eastwardly along the North line of Livingston Street, a distance of one hundred (100) feet to the northwest corner of John and Livingston Street, to the place of beginning.

PARCEL NO. 7. Being all that certain tract or parcel of ground in the City of Cincinnati, County of Hamilton and State of Ohio, known and numbered as Lot No. 11 on Square U, Plat C, Wade & Dudley's Subdivision, being 48 feet in front on the North side of Livingston Street by 88 feet in depth on the West line and being narrower in rear than in front, Recorded in D. B. 117-P. 120 R. O.

PARCEL NO. 8. Being all that certain tract or parcel of ground in the City of Cincinnati, Hamilton County, Ohio, and being all of Lot No. 12 of Square U, Plat C, of Wade & Dudley's Subdivision; said lot fronting 50 feet on the North side of Livingston Street and running back northwardly, between parallel lines 88 feet to the full depth of said lot as laid down on said plat, Recorded in D. B. 117, P. 120 R. O.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 1 (continued):

PARCEL NO. 9 . Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the point of intersection of the easterly line of Snyder Alley, with the northerly line of Livingston Street, said point being the southwesterly corner of Lot No. 10 of David E. Wade, Ambrose Dudley and Israel Ludlow Subdivision as recorded in Deed Book 99, page 146, Deed Book 117, page 120, and Deed Book 52, page 124, all of the Hamilton County, Ohio, records, said point also lying 100.00 feet west of the westerly line of John Street as measured along the northerly line of Livingston Street; thence along the northerly line of Livingston Street, South $85^{\circ} 01'$ West, 10.91 feet to the westerly line of Snyder Alley; thence along the westerly line of Snyder Alley, North $20^{\circ} 44'$ West, 151.69 feet to a cross notch at a point thirty feet (30') south of Findlay Street as measured perpendicularly thereto; thence parallel to and thirty feet (30') southwardly from the southerly line of Findlay Street, North $85^{\circ} 01'$ East, 10.91 feet to the easterly line of Snyder Alley; thence along the easterly line of Snyder Alley, South $20^{\circ} 44'$ East, 151.69 feet to the place of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 2:

Property Address: 519 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0014-00

PARCEL NOS. 133-0006-0014 AND 0026 CONS.:

Situate in the City of Cincinnati, Hamilton County, Ohio, to-wit:

The east Twenty (20) feet of Lot 1, Square U of Wade and Dudley's Subdivision, Plat C, recorded in Deed Book 117, Page 120, Recorder's office. Beginning at a point in the south side of Findlay Street, Thirty (30) feet east of Bauman Street; thence east along Findlay Street, Twenty (20) feet to the northeast corner of said Lot 1; thence southwardly along the east line of said lot, Eighty-eight (88) feet to the southeast corner of said lot; thence westwardly with the south line of said lot twenty (20) feet to a point, which point is thirty (30) feet east of Bauman Street; thence northwardly parallel with the east line of said Lot 1, eighty-eight (88) feet to the south line of Findlay Street, the place and point of beginning.

and

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio to wit:

Being Lot Number Fourteen (14) in Block "U" of Wade and Dudley's Subdivision, platted in Deed Book No. 117, Page 120; said lot being fifty (50) feet front on the north side of Livingston Street by eighty-eight (88) feet in depth.

Parcel 3:

Property Address: 521 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0013-00

Situated in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot 1 of Block "U" of Wade Dudley and Ludlow's Subdivision, to-wit:

Beginning at the northwesterly corner of Lot 1, being the intersection of Findlay and Bauman Streets; thence southwardly with the east line of Bauman Street and the west line of Lot 1, eighty-eight (88) feet to the southwesterly corner of said lot; thence eastwardly with the southerly line of Lot 1 and parallel with Findlay Street, thirty (30) feet to a point; thence northwardly on a line parallel with the easterly line of Bauman Street, eighty-eight (88) feet to the southerly line of Findlay Street; thence westwardly with the southerly line of Findlay Street, thirty (30) feet to the point of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcels 4 & 5:

Property Addresses: 545 Findlay Street, Cincinnati, Ohio 45214
528 Livingston Street, Cincinnati, Ohio 45214

Auditor's Parcel Nos.: 133-0006-0005-00
133-0006-0021-00

PARCEL NOS. 5 THRU 12, AND 21 THRU 25:

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, in McLean, Vattier and Reeder's Subd., in said City; beginning at the northwest corner of Bell and Livingston Sts.; running thence northwardly along the west line of Bell St., 70 feet to an alley; thence westwardly along the south line of said alley, 40 feet to a point; thence southwardly on a line parallel to Bell St., 70 feet to the north line of Livingston St., thence eastwardly along the north line of said Livingston St. 40 feet to Bell St., and the place of beginning, and being parts of Lots Nos. 16, 17, and 18 of the above mentioned Subd. ALSO the following described real estate, Situate in the City of Cincinnati, County of Hamilton, State of Ohio in McLean, Vattier and Reeder's Subd. of said City. Beginning at a point on the North side of Livingston St., 89 feet east of the northeast corner of Linn St.; thence running east parallel with Livingston St. 120 Feet; thence north parallel with Linn St., 70 feet more or less, to an alley thence west on the line of the alley 120 feet; thence south parallel with Linn St., 70 feet more or less, to the place of beginning. ALSO the following described real estate with the improvements therein, viz: Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of that lot of ground commencing at a point on the north side of Livingston St., (as evidenced) 40 feet west of Bell St.; thence west along the north side of Livingston St., 38 feet; more or less, to the east side of a Lot sold by Thos. McDougal assignee to John H. Frohmiller and being the west line of a lot sold to Ernst Segulling by said Thos. McDougal assignee; thence north along said west line 70 feet to an alley; thence east 38 feet, more or less, to a point 40 feet west of Bell St. and thence south 70 feet to Livingston St., the place of beginning and being part of Square T in Wade, Dudley and Ludlows Subd., being a part of Lots No. 12, 13, 14, 16, 17 and 18 aforementioned Subd. ALSO the following described real estate: All of Lot number 11 in McLean, Vattier and Reeder's Subd. as recorded in deed book number 65 page 125 of the Hamilton County, Ohio records; said lot fronts 39 feet on the south side of Findlay St., formerly Maple St. and extends back southwardly along the west line of Baltimore St. 95 feet, more or less, to an alley. ALSO the following described real estate: All that certain lot or parcel of ground in the City of Cincinnati, in the County of Hamilton, and State of Ohio, known and described as Lot number 10 in McLean, Vattier and Reeder's Subd. of Block T as laid out by Wade, Dudley and Ludlow north of the corporation line in said City of Cincinnati; said lot being 25 feet in front of Findlay (formerly Maple) St. and extending back 95 feet to an alley and being the same width in rear as in front. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio and being the easterly ½ of Lot 9 of McLean, Vattier and Reeder's Subd. as shown on plat recorded in Deed Book 65, page 125,

[Legal Description of Developer's Property Continues on the Following Page]

Parcels 4 & 5 (continued):

Deed Records, Hamilton County, Ohio. Said premises front 12 ½ feet on the south side of Findlay St. and extend southwardly between parallel lines 95 feet to the north line of Eve Alley. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio, and being the westerly half of Lot 9 of McLean, Vattier and Reeder's Subd. of Block T. of Wade, Dudley's and Ludlow Subd. as shown on plat recorded in Deed Book 133, page 6, Deed Records, Hamilton County, Ohio. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot number 8 of Block T of McLean, Vattier, and Reeder's Subd., as shown on plat recorded in Deed Book 65, page 125 of the Deed Records of Hamilton County, Ohio. ALSO the following described real estate: Situate in the City of Cincinnati, County of Hamilton, State of Ohio, and being more particularly described as Lot No. 7 of McLean, Vattier and Reeder's Subd. of Block T of Wade, Dudley and Ludlow's Plat C recorded in Deed Book 65, page 125 Recorder's Office of Hamilton County, Ohio; fronting 25 feet on the south side of Findlay St. and extending back 95 feet to an alley. ALSO the following described real estate: Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known, numbered and designated as Lot Number 6 of McLean, Vattier and Reeder's Subd. recorded in Deed Book 65, page 125 and Deed Book 52, page 124, Hamilton County, Ohio, Recorder's Office. The property herein conveyed is known as 541 Findlay Street. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio, being Lot No. 5 of McLean, Vattier & Reeder's Subd., Block T, as shown on plat recorded in Deed Book 65, page 125 Deed Records, Hamilton County, Ohio. Said premises front 25 feet on the south side of Findlay St. measured eastwardly from the southeast corner of Linn and Findlay Sts. And extend southwardly between parallel lines a depth of 95 feet to Eve Alley.

Exhibit B
to Property Sale and Development Agreement
Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall construct a truck staging area on the Property to support Developer's main production brewery located at 1635 Central Parkway, which construction shall include, without limitation: demolition of existing structures, paving of the consolidated lots, and installation of appropriate drainage and water retention systems, perimeter fencing, and lighting, as itemized and further described below.

II. BUDGET

Category	Subtotal
Acquisition of Developer's Property	\$4,000,000
Acquisition of Sale Property	\$9,400
Design, Engineering	\$300,245
Survey, Phase I & II Environmental Site Assessments	\$71,100
General Conditions and Expenses	\$180,160
Demolition	\$262,500
Site Work: Paving, Fencing, Concrete	\$1,393,330
Additional Concrete/Asphalt	\$485,000
Storm Water	\$439,252
Security	\$185,000
Electrical/Lighting	\$151,156
Total	\$7,477,143

Commented [MH1]: Please confirm these updated categories accurately describe the acquisition costs.

III. SOURCES OF FUNDS

Source	Subtotal
Developer's Equity	\$7,477,143
Total	\$7,477,143

Exhibit C
to Property Sale and Development Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **AMERICAN CRAFT BREWERY LLC**, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose mailing address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**Grantee**"), all of the City's right, title, and interest in and to the following real property, as more particularly described on Exhibit A (Legal Description) and depicted on Exhibit B (Vacation Plat) hereto (the "**Property**");

Property Address: Approximately 0.1516 acres of real property formerly designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street in Cincinnati, Ohio 45214

Auditor's Parcel No.: None (former rights-of-way)

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

This conveyance was authorized by Ordinance No. __-2025, passed by Cincinnati City Council on ____, 2025. Pursuant to Ohio Revised Code Chapter 723 and said Ordinance, the Property is hereby vacated as public rights-of-way by the City.

(A) Creation of Utility Easements. The conveyance of the Property is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Following the relocation of any City-owned or operated public utilities in the Property to the satisfaction of the affected City-owned public utility, upon Grantee's request, the City agrees to execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Permanent Sewer Easements and Restrictions in favor of the City of Cincinnati. The conveyance of the Property is subject to the following easements:

The City hereby reserves and creates permanent, non-exclusive 30-foot wide utility easements centered on the centerlines of existing combined sewer lines, facilities, equipment, and appurtenances for the operation, maintenance, repair, reconstruction, removal, or replacement of said existing sewer lines, facilities, equipment, and all appurtenances located within the easement areas, including the right to enter upon the real property abutting the Property to access the sewer easements.

No structure of any kind which can interfere with access to said public sewers shall be placed in or upon the sewer easement areas, excepting items such as recreational surfaces, paved areas for parking lots, driveways, or other surfaces used for ingress and egress, plants, trees, shrubbery, fences, landscaping, or other similar items, being natural or artificial. Any of the aforesaid surfaces, paved areas, plants, trees, shrubbery, fences, landscaping, or other similar items which may be placed upon the sewer easement areas shall be so placed at the sole expense of Grantee, its successor, or assigns, and the City, its successors, or assigns shall not be responsible to Grantee, its successors or assigns, for the condition, damage to, or replacement of any such aforesaid items, or any other items placed upon the sewer easement areas, resulting from the existence or use of the sewer easements by the City, its successors or assigns.

Any structure constructed on the Property after the date of acknowledgment herein shall be kept not less than 3 feet outside the sewer easement line nearest the site of the proposed structure.

Any deviation from the aforesaid restrictions shall be petitioned to the City by written request. Each such request shall be considered on an individual basis.

(C) Repurchase Option. The City and Grantee are parties to a Property Sale and Development Agreement dated ____, 2025 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Agreement. As provided in the Agreement, if (i) the Consolidation has not occurred by the Consolidation Date or (ii) Construction Commencement has not occurred by the Commencement Date, then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Property for the purchase price paid by Grantee for the Property (the "**Repurchase Option**"). To exercise the Repurchase Option, the City shall deliver written notice of its intent to exercise the Repurchase Option to Grantee any time after the Consolidation Date and prior to the earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement. If the City exercises the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of exercise (but not later than 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Grantee to the City: (i) Grantee shall re-convey marketable title to the Property to the City or its designee by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Grantee to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Grantee, pursuant to the Agreement, shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance. After the earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement, the City shall no longer have the right to exercise the Repurchase Option, and after written request by Grantee, the City shall execute and deliver to Grantee a recordable release of the Repurchase Option. Grantee shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

[Signature Page Follows]

Executed on the date of acknowledgement below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

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

EXHIBIT A
to Quitclaim Deed

Legal Description

[TO BE INSERTED]

EXHIBIT B
to Quitclaim Deed

Vacation Plat

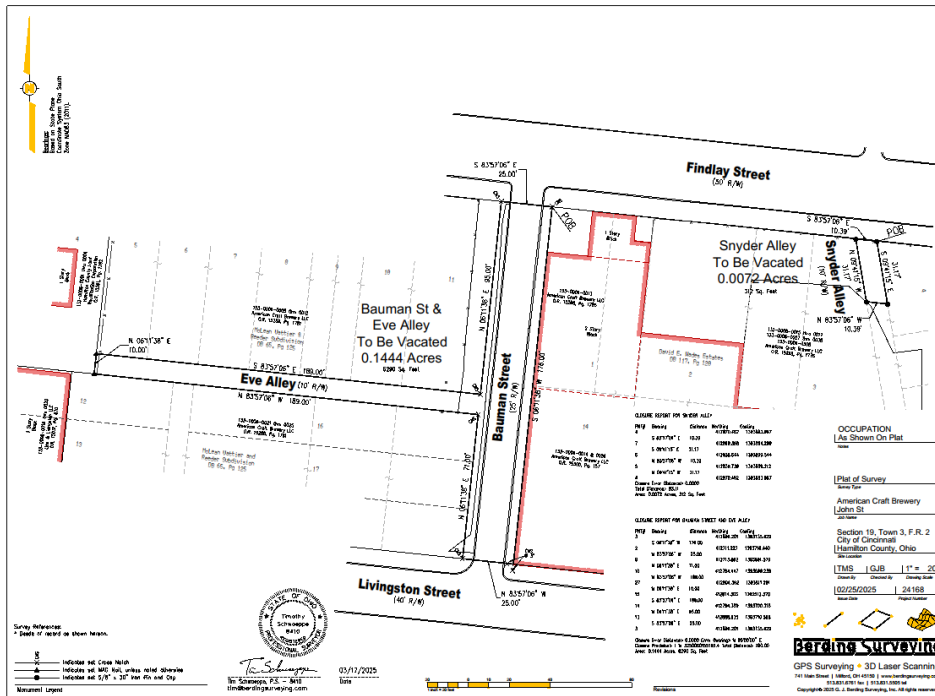


Exhibit D
to Property Sale and Development Agreement
Form of Restrictive Covenant

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE]

RESTRICTIVE COVENANT
(Right of First Refusal)

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made this ____ day of _____, 2025, by AMERICAN CRAFT BREWERY LLC, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose mailing address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**Developer**"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. Developer owns the real property located at 517, 519, 521 and 545 Findlay Street, and 528 Livingston Street, Cincinnati, Ohio 45214, as more particularly described on Exhibit A (Legal Description – Original Property) hereto (the "**Original Property**").

B. By virtue of a *Quitclaim Deed* recorded on _____, 2025 in Official Record _____, Page _____, Hamilton County, Ohio Records, Developer owns approximately 0.1516 acres of real property formerly designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street, as more particularly described on Exhibit B (Legal Description – ROW Property) hereto (the "**ROW Property**") and, together with the Original Property, the "**Property**").

C. The City and Developer have entered into that certain *Property Sale and Development Agreement* dated _____, 2025 (as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), whereby the City agreed to vacate and sell the ROW Property to Developer to facilitate the construction of a truck staging area on the Property by Developer. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

D. As a condition of the City's vacation and sale of the ROW Property, Developer agreed to execute and record this Covenant to grant the City a right of first refusal to purchase the Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. City's Right of First Refusal (Sale). Developer grants the City a right of first refusal to purchase the Property (the "**ROFR**"), as more particularly described as follows. If Developer receives a bona fide offer to purchase the Property or any portion thereof, which offer Developer desires to accept (an "**Offer**"), Developer shall provide a copy of the Offer to the City. The City shall have 120 days after its receipt of the Offer, time being of the essence, to exercise the ROFR by notifying Developer thereof in writing that it will purchase such property as described and at the price set forth in the Offer. If the City does not exercise the ROFR within such 120-day period, Developer shall be free to sell the property described in the Offer to the party who submitted the Offer, at the price and upon the other terms set forth in the Offer, whereupon

the City's ROFR with respect to such property shall forever terminate (and, at Developer's request, the City shall promptly execute and deliver a recordable release evidencing the termination of the ROFR). If the City timely exercises the ROFR, then, at closing (which shall not be sooner than 30 days or later than 90 days after the City exercises the ROFR), Developer shall convey the property described in the Offer to the City free and clear of all mortgages, security interests, liens, leases, and other encumbrances (except that customary utility easements shall be permitted) and the City shall pay the purchase price listed in the Offer (subject to any other terms and conditions that may be agreed upon by the parties). If the City is not satisfied with Developer's title to the property described in the Offer, the City's sole remedy shall be to rescind the City's exercise of the ROFR.

2. Affiliate Transfers. Notwithstanding anything herein to the contrary, Developer shall have the right to transfer title to the Property to any parent, subsidiary or affiliate entity of Developer (with prior written notice to the City) without activating the ROFR, provided that in the event of such a conveyance the ROFR shall remain in effect with respect to a subsequent conveyance of the Property.

3. Enforcement of the Covenants. The City is the beneficiary of this Covenant. The rights and remedies of the City are cumulative, and each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against Developer. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.

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

5. Severability. Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

Remainder of this page intentionally left blank. Signatures follow.

Executed on the dates of acknowledgement set forth below.

AMERICAN CRAFT BREWERY LLC,
a Massachusetts limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by _____, the _____ of AMERICAN
CRAFT BREWERY LLC, a Massachusetts limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Restrictive Covenant
Legal Description – Original Property

[TO BE INSERTED]

Exhibit B
to Restrictive Covenant
Legal Description – ROW Property

[TO BE INSERTED]

Exhibit E
to Property Sale and Development Agreement

Additional Requirements

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

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements.

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

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

(A) Construction Workforce.

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

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

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

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

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

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

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

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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

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

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

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

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

(M) Wage Enforcement.

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

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

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

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

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

Addendum I to Additional Requirements Exhibit

City's Prevailing Wage Determination

INTENTIONALLY OMITTED