

**FUNDING AND DEVELOPMENT AGREEMENT**

*among*

**CITY OF CINCINNATI**

*and*

**CHRISTIAN COMMUNITY HEALTH SERVICES**

*and*

**CINCINNATI CENTER CITY DEVELOPMENT CORPORATION**

Project: Crossroad Health Center and  
Parking Facilities Development

Dated: \_\_\_\_\_, 2025

## FUNDING AND DEVELOPMENT AGREEMENT

(Crossroad Health Center and Parking Facilities Development)

THIS FUNDING AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, having an address of 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, having an address of 5 E. Liberty Street, Cincinnati, Ohio 45202 (“**Crossroad**”), and **CINCINNATI CENTER CITY DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, having an address of 1203 Walnut Street, 4<sup>th</sup> Floor, Cincinnati, Ohio 45202 (such entity or other affiliate being referred to herein as “**3CDC**”; and collectively with Crossroad, sometimes referred to herein as the “**Developer Parties**”).

### Recitals:

A. The City owns fee simple interest in certain real property located at 1715 Republic Street, 1708 Race Street, 1710 Race Street, and 1712 Race Street, Cincinnati, Ohio 45202, all in the Over-the-Rhine neighborhood of Cincinnati, as depicted on Exhibit A (Site Map) hereto (the “**City Parcels**”), including the existing Over-the-Rhine Recreation Center improvements located thereon (the “**Rec Center**”).

B. 3CDC, through its subsidiary OTR Holdings, Inc. (“**OTR Holdings**”), owns fee simple interest in certain real property located at 34 Green Street in the Over-the-Rhine neighborhood of Cincinnati, as depicted on Exhibit A and more particularly described on Exhibit B (Legal Description – 34 Green) hereto (the “**Developer Parcel**”), including the improvements located thereon.

C. The City intends to vacate that portion of Goose Alley right-of-way between West Elder Street and Green Street, as depicted on Exhibit C (Vacation Plat – Goose Alley) and more particularly described on Exhibit D (Legal Description – Goose Alley) hereto (the “**Former City ROW**” and together with the City Parcels and the Developer Parcel, the “**Project Site**”).

D. The City desires to purchase the Developer Parcel from Crossroad and Crossroad desires to convey the Developer Parcel to the City prior to the Closing Date (as defined below), for the purchase price of \$1.00 (the “**Purchase Price**”), on the terms and conditions described herein.

E. Upon the City’s acquisition of the Developer Parcel and vacation of the Former City ROW, the City intends to consolidate all parcels comprising the Project Site, and thereafter subdivide the consolidated Project Site into two discrete parcels as depicted in Exhibit E (Project Site Plan) hereto, with one parcel consisting of the approximately 0.3411 acres of real property designated as “Lot 1” therein referred to herein as the “**Health Center Site**” and the other parcel consisting of approximately 1.1422 acres of real property designated as “Lot 2” therein referred to herein as the “**Parking Site**”.

F. The City desires to lease the Health Center Site and the portion of the Rec Center located on the Health Center Site to Crossroad pursuant to the Health Center Ground Lease (as defined below), pursuant to which Crossroad will cause the rehabilitation, renovation, improvement, and development of the Health Center Site, and the portion of the Rec Center located thereon, into an approximately 21,000 square foot public health center, which, upon completion of said redevelopment, will provide, without limitation, primary care, dental care, and pharmacy services (the “**Health Center Project**”).

G. Following completion of the Health Center Project, Crossroad will operate the Health Center Project in accordance with the terms of the Health Center Ground Lease.

H. The City desires to lease the Parking Site to Crossroad pursuant to a long-term ground lease agreement, pursuant to which the terms of which will provide that Crossroad will cause (i) the demolition of the existing improvements located on the Parking Site, and (ii) the improvement and development of surface parking facilities consisting of drive aisles and approximately 109 parking spaces (the “**Parking Project**”; and, together with the Health Center Project, the “**Project**”).

I. Crossroad desires to sublease the Parking Site to 3CDC (either directly or through a third party) who will operate the Parking Site as improved by the Parking Project.

J. The total estimated cost (including hard construction costs, soft costs, and acquisition costs) of the Project is approximately \$15,095,816, all as more particularly described on Exhibit F (Preliminary Budget) hereto.

K. The City, upon the recommendation of the City's Department of Community and Economic Development ("DCED"), desires to provide additional support to the Project in the form of a grant to Crossroad in an amount not to exceed \$3,167,464, on the terms and conditions set forth herein (the "**Grant**"), which the parties currently anticipate will be used by Crossroad to make an equity investment to Crossroad Leverage Lender, LLC, an Ohio limited liability company ("**Leverage Lender**"), to facilitate the making of a leverage loan by Leverage Lender to a new markets tax credit financing structure to finance, indirectly, a portion of the construction of the [Parking] Project.

L. The City, Crossroad, and 3CDC propose to redevelop the Parking Site, generally speaking, as follows:

- (i) The City will ground lease the Parking Site and the improvements that will be constructed thereon to Crossroad for \$1.00/year for a term of 55 years on substantially the same terms set forth in the *Parking Project Ground Lease* attached hereto as Exhibit G (Form of Parking Site Ground Lease) (the "**Parking Project Ground Lease**");
- (ii) The City will provide the Grant to Crossroad for the purpose of financing a portion of the costs of the [Parking] Project on substantially the same terms set forth herein;
- (iii) 3CDC will sublease the Parking Site from Crossroad for a term of 30 years on substantially the same terms set forth in the *Parking Project Sublease* attached hereto as Exhibit H (Form of Parking Project Sublease) (the "**Parking Project Sublease**"); and
- (iv) Crossroad, in conjunction with 3CDC, will complete the construction, improvement, and development of the Parking Project on the Parking Site.

M. The City, Crossroad, and 3CDC propose to develop the Health Center Site, generally speaking, as follows:

- (i) The City will ground lease the Health Center Site and the improvements that will be constructed thereon to Crossroad for \$1.00/year for a term of 55 years, and agree to manage the Health Center Project on substantially the same terms set forth in the *Ground Lease* attached hereto as Exhibit I (Form of Health Center Ground Lease) (the "**Health Center Ground Lease**"); and
- (ii) Crossroad, in conjunction with 3CDC, will complete construction of the Health Center Project on the Health Center Site.

N. 3CDC and Crossroad have represented to the City that they intend to use various sources of funds to finance the costs associated with the Project, as set forth in Exhibit J (Sources of Project Funds) hereto. The actual costs incurred by the Developer Parties in designing and constructing the Project are referred to herein collectively as the "**Project Costs**".

O. The Developer Parties have represented to the City that the design and construction of the Project will create approximately 85 temporary construction jobs, and that the operation of the Project will create approximately 8 full-time permanent jobs, and will retain approximately 40 full-time permanent jobs.

P. The Developer Parties presently anticipate that they will substantially complete construction of the Project on or about June 1, 2026.

Q. 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.

R. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

S. The City and Developer Parties have determined to enter into this Agreement in part to finance the Project through the utilization of the federal new markets tax credit program.

T. Crossroad has agreed that should Crossroad determine to purchase the Health Center Project from the City, and thereafter desires to transfer its rights to the Health Center Site to a bona fide third party, the City shall have a right of first refusal to purchase the Health Center Site on the terms and conditions contained in the Health Center Ground Lease. In addition to such first refusal rights, if Crossroad does not purchase the Health Center Site from the City prior to the expiration or termination of the Health Center Ground Lease, fee simple title to the Health Center Site shall revert to the City at the expiration or termination of the Health Center Ground Lease.

U. Execution of this Agreement, the *Health Center Ground Lease*, the *Parking Project Ground Lease*, and the *Parking Project Sublease*, was authorized by (i) Ordinance No. \_\_\_\_-2025, passed by Cincinnati City Council on \_\_\_\_\_, 2025; and (ii) Ordinance No. \_\_-2025, passed by 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. DUE DILIGENCE MATERIALS.**

(A) Delivery of Parking Project Due Diligence Materials to the City. Following the parties' execution of this Agreement, and prior to commencement of construction of the Parking Project, 3CDC or Crossroad, as applicable, at its sole expense, shall obtain and deliver to the City the following items (collectively, the "**Parking Project Due Diligence Materials**"):

- (i) *Title:* A recent title report or, if available, an Owner's Policy of Title Insurance, showing that OTR Holdings or Crossroad owns fee simple title to the Developer Parcel free from liens or any other encumbrances;
- (ii) *Legal Description(s) and Survey:* Legal description of the Parking Site and recent property survey of the Parking Site showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* Detailed site plan showing the Parking Site and proposed location of the Parking Project;
- (iv) *Environmental:* Phase I (and if warranted, Phase II) environmental assessments for the Parking Site, including the Developer Parcel;
- (v) *Engineering Studies:* Geotechnical and other engineering studies for the Parking Site, including the Developer Parcel;
- (vi) *Construction Schedules:* Detailed timelines showing anticipated commencement and completion dates for the Parking Project, including significant milestones (the "**Parking Construction Schedule**");

- (vii) *Financing*: Evidence satisfactory to the City that the Developer Parties have obtained all financing necessary for construction of the Parking Project in excess of the City Grant Funds (as defined below);
- (viii) *Insurance*: Evidence satisfactory to the City that the Developer Parties have obtained proof of insurance for all insurance policies required by this Agreement, naming the City as an additional insured; and
- (ix) *Other Information*: Such other information and documentation pertaining to 3CDC, Crossroad, or the Parking Project as the City may reasonably request.

(B) Delivery of Health Center Project Due Diligence Materials to the City. Following the parties' execution of this Agreement, 3CDC or Crossroad, as applicable, at its sole expense, shall obtain and deliver to the City the following items (collectively, the "**Health Center Project Due Diligence Materials**") and together with the Parking Project Due Diligence Materials, the "**Due Diligence Materials**"):

- (i) *Legal Description(s) and Survey*: Legal description of the Health Center Site and recent property survey of the Health Center Site showing all easements and other matters of record that can be shown on a survey;
- (ii) *Site Plan*: Detailed site plan showing the Health Center Site and proposed location of the Health Center Project;
- (iii) *Environmental*: Phase I (and if warranted, Phase II) environmental assessments for the Health Center Site;
- (iv) *Engineering Studies*: Geotechnical and other engineering studies for the Health Center Site;
- (v) *Construction Schedules*: Detailed timelines showing anticipated commencement and completion dates for the Health Center Project, including significant milestones (the "**Health Center Construction Schedule**");
- (vi) *Financing*: Evidence satisfactory to the City that the Developer Parties have obtained all financing necessary for construction of the Health Center Project in excess of the City Grant Funds, if any;
- (vii) *Insurance*: Evidence satisfactory to the City that the Developer Parties have obtained proof of insurance for all insurance policies required by this Agreement, naming the City as an additional insured; and
- (viii) *Other Information*: Such other information and documentation pertaining to 3CDC, Crossroad, or the Health Center Project as the City may reasonably request.

(C) Contingency for City's Satisfaction with Due Diligence Materials. 3CDC and/or Crossroad shall deliver all Due Diligence Materials to be provided by 3CDC or Crossroad to the City and fully cooperate with the City in any other investigations the City may conduct concerning the Parking Project or the Health Center Project as the City deems reasonably necessary. All reports and the like obtained by 3CDC or Crossroad from third parties and delivered to the City shall be recent (*i.e.*, prepared or updated, as the case may be, within 3 months from the date that the item is delivered to the City or within such shorter time period as the City deems necessary to reasonably rely on the accuracy of such item) and shall be prepared by properly licensed and qualified companies or individuals reasonably acceptable to the City. The City shall use reasonable efforts to notify 3CDC and/or Crossroad of its acceptance or objections to the Due Diligence Materials within 10 business days after receipt of such materials by the City.

(D) Developer Parties' Due Diligence. The Developer Parties shall have the right to conduct whatever investigations concerning the Parking Project or the Health Center Project as such parties deem necessary, including, without limitation, investigations into the feasibility and likelihood of the Developer Parties obtaining all building, zoning, and other approvals from the City's Department of Transportation and Engineering ("**DOT**"), the City's Department of Buildings and Inspections ("**B&I**"), and the City Planning Commission.

(E) Right to Terminate. If during the due diligence investigations, any party determines that the Parking Project or the Health Center Project is not feasible or desirable for any reason, then,

notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other parties written notice thereof, whereupon this Agreement shall terminate and no party shall thereafter have any rights or obligations hereunder. All rights of the parties under this Section 1(E) shall expire as of the Closing Date after all of the following documents have been fully executed: the *Developer Parcel Deeds* (as defined below), the *Health Center Ground Lease*, the *Parking Project Ground Lease*, and the *Parking Project Sublease*.

## **2. PREPARATION OF PLANS AND SPECIFICATIONS.**

(A) Final Plan Preparations. The Developer Parties shall cause the plans and specifications for the Project to be prepared by an experienced architectural or engineering firm that is acceptable to the City. The Developer Parties shall provide preliminary plans and specifications for the Project to the City's DCED Director for review and comment. The Developer Parties acknowledge that the location, configuration, design, and all other aspects of the Project are of utmost importance to the City and, in that spirit, the Developer Parties shall make any and all changes to the preliminary plans and specifications for the Project submitted by the Developer Parties as may be required by the City. The parties agree to work diligently and cooperatively with each other in order that the plans and specifications for the Project can be finalized as expeditiously as possible. Once the City and all governmental departments and entities with jurisdiction, including, without limitation, B&I and DOTE, have approved the plans and specifications for the Project, the Developer Parties shall not make any Material Changes thereto without the City's prior written consent. For purposes of this Section 2(A), a "**Material Change**" shall mean any change in excess of \$100,000. The final plans and specifications for the Project, as approved by the City and the applicable entities (including any and all changes thereto reflected on properly-executed change orders approved by the City) are referred to herein as the "**Final Plans**".

(B) Termination for Disagreement. If for any reason the Developer Parties and the City, after exercising good faith efforts, are unable to agree upon the Final Plans and are unwilling in each such party's sole discretion to waive this condition, their sole remedy shall be to terminate this Agreement by giving written notice thereof to the other parties (a "**Final Plans Termination Notice**") on or before the Closing Date (the "**Final Plans Termination Date**"), whereupon this Agreement shall terminate and none of the parties shall thereafter have any rights or obligations under this Agreement. If, on the other hand, the City approves the Final Plans by the Final Plans Termination Date (or if there then remain unresolved issues with respect to approval of the Final Plans but the City nevertheless agree to waive this condition), then, on or before such date, the City shall provide to each of the Developer Parties written notice that the City is waiving its right to terminate this Agreement under this Section 2(B) (a "**Final Plans Acceptance Notice**").

**3. OBTAINING AND APPROVING CONSTRUCTION BIDS.** Following completion of the Final Plans under Section 2 above, Developer Parties shall engage in a public competitive bidding process for the selection of subcontractors for the construction of the Project. The Developer Parties shall not solicit bids from any contractors or subcontractors who are listed on the Federal Debarred List or the State Debarred List or who are identified as being debarred on the City's Vendor's Performance list. Promptly after the parties have approved the Final Plans and the bids (as may be approved by the City, if applicable (the "**Final Bids**"), the Developer Parties shall submit to the City the final construction budget for the Project (the "**Final Budget**") and, if necessary, an updated Parking Construction Schedule and Health Center Construction Schedule.

## **4. DEVELOPER PARCEL CONVEYANCE.**

(A) Agreement to Sell Developer Parcel. In consideration of the Purchase Price and the covenants contained herein, 3CDC hereby agrees to sell to Crossroad, Crossroad hereby agrees to sell to the City, and the City agrees to purchase, all of 3CDC's right, title, and interest in and to the Developer Parcel. Between the Effective Date and the closing on the Developer Parcel Conveyance (the "**Developer Parcel Closing**"), neither 3CDC nor Crossroad shall make or permit any physical changes to the

Developer Parcel without the City's prior written consent. Crossroad shall deliver exclusive possession of the Developer Parcel to the City at the Developer Parcel Closing.

(B) City's Right to Enter. Between the Effective Date hereof and the Developer Parcel Closing, the City's agents, employees, and contractors shall have the right to enter upon the Developer Parcel for purposes of inspection and any and all other reasonable purposes.

(C) Title. Except as may be expressly provided herein, neither 3CDC nor Crossroad shall take any action without the City's prior written consent between the Effective Date hereof and the Developer Parcel Closing that affects the title to the Developer Parcel, including, without limitation, conveying any interest in the Developer Parcel to any third party, granting any easements, or otherwise voluntarily or consensually performing any act that results in any additional exceptions to title that would survive such closing.

(D) Developer Parcel Closing. No later than [April \_\_, 2025], 3CDC shall transfer title of the Developer Parcel (the "**Developer Parcel Conveyance**") to Crossroad by warranty deed in substantially the form of Exhibit K-1 (Form of Developer Parcel Deed to Crossroad) hereto (the "**Crossroad Deed**"), and immediately thereafter, Crossroad shall transfer title to the Developer Parcel by warranty deed in substantially the form of Exhibit K-2 (Form of Developer Parcel Deed to the City) hereto (the "**City Deed**"; and, together with the Crossroad Deed, the "**Developer Parcel Deeds**"). 3CDC's title, and following the conveyance of the Developer Parcel to Crossroad, Crossroad's title, shall be free, clear, and unencumbered, subject only to such matters of record as are acceptable to the City. At the Developer Parcel Closing, 3CDC shall execute a customary seller's title affidavit in a form, and the parties shall execute a settlement statement and any and all other customary closing documents, all in form and substance reasonably agreed to by 3CDC.

(E) Closing Costs. At the Developer Parcel Closing, Crossroad shall pay all customary closing costs (e.g., County transfer tax and County recording fees). Crossroad shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien at the time of the Developer Parcel Closing. Real estate taxes and assessments shall be prorated as of the date of the Developer Parcel Closing.

(F) Environmental Representations. The City's obligation to close on the acquisition of the Developer Parcel is conditioned upon the City's satisfaction with the environmental condition of the Developer Parcel. To the best of 3CDC's actual knowledge, except to the extent disclosed in any environmental report, study, test, or analysis provided to the City by 3CDC, no Hazardous Substance (as defined below) has been generated, stored, released, discharged or disposed of, from or on the Developer Parcel in violation of any Environmental Statute (as defined below). "**Hazardous Substances**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage, or filtration of which is or shall be restricted, prohibited, or penalized under any Environmental Statute. "**Environmental Statutes**" shall include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other state, local, or federal environmental law, rule, or regulation applicable to the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of any and all pollutants, contaminants, toxic, or hazardous wastes or any other substances that might pose a hazard to health or safety.

## **5. GOOSE ALLEY VACATION; PROJECT SITE CONSOLIDATION AND SUBDIVISION.**

(A) Goose Alley Vacation. Subject to confirmation by the City of satisfaction of the contingencies described in Sections 1(A) and 1(B) herein, the City shall take any actions necessary to vacate the Former City ROW as public right-of-way.

(B) Project Site Consolidation and Subdivision. Upon the conveyance to the City of the Developer Parcel and the City's vacation of the Former City ROW, the City, with the support of the Developer Parties, shall take all actions necessary to (i) consolidate the real property constituting the Project Site into a single parcel and (ii) then immediately subdivide the real property constituting the Project Site into the Parking Site and the Health Center Site, respectively.

**6. PARKING PROJECT GROUND LEASE.** Subject to confirmation by the City of satisfaction of the contingencies described in Sections 1(A) and 1(B) herein, the City shall convey a leasehold interest in the Parking Site to Crossroad on the Closing Date in accordance with the terms of the Parking Project Ground Lease. The term of the Parking Project Ground Lease shall be 55 years and annual lease payments payable by Crossroad thereunder shall be equal to \$1.00, payable in installments due on the first day of each calendar year throughout such term. Pursuant to the Parking Project Ground Lease, the City shall permit Crossroad to grant a leasehold mortgage interest, strictly limited to the interests of Crossroad pursuant to the Parking Project Ground Lease, with respect to the Parking Project as security under a loan agreement entered into for the purpose of financing the Parking Project.

**7. [PARKING PROJECT] GRANT.**

(A) City Grant. Subject to the terms and conditions set forth in this Section 7, the City agrees to provide the Grant to Crossroad in an amount not to exceed \$3,167,464 (the "**City Grant Funds**"). Crossroad shall use the City Grant Funds solely to pay [eligible] costs of the [Parking] Project, as itemized on Exhibit F, and for no other purpose. For the avoidance of doubt, the Developer Parties shall not use any portion of the City Grant Funds to pay for design fees, or for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.

(B) Disbursement Conditions of City Grant Funds. The obligation of the City to disburse any portion of the City Grant Funds is subject to satisfaction or waiver, in the City's sole and absolute discretion, of each of the following conditions (collectively, the "**Disbursement Conditions**"); *provided, however,* that if the City, in its sole and absolute discretion, determines that one or more of the Disbursement Conditions would be more appropriately handled at Closing (as defined below) or post-Closing, the City may accept such Disbursement Condition(s) at Closing or post-Closing:

- (i) *Due Diligence Materials; NMTA Financing.* Satisfaction of the contingencies described in Sections 1(A), 1(B), and 2(A) herein, including, without limitation, evidence satisfactory to the City that Crossroad will execute a loan agreement with a qualified community development entity in connection with a new markets tax credit transaction to provide financing for the Project;
- (ii) *Final Plan & Budget.* Approval by the City of the Final Plans in accordance with Section 2(A) herein and the Final Budget in accordance with Section 3 herein;
- (iii) *Insurance Certificate.* Presentation by the Developer Parties to the City of proof of insurance as required by this Agreement, naming the City as an additional insured;
- (iv) *Permitting.* Presentation by the Developer Parties to the City of evidence that the Developer Parties have obtained all licenses, permits, governmental approvals, and all other applicable and necessary approvals necessary to construct the [Parking] Project;
- (v) *No Default.* Developer Parties shall be in full compliance with all requirements under this Agreement and shall not be in default under this Agreement or any other ancillary agreements with the City pertaining to the Project; and
- (vi) *Any Other Information.* Presentation by the Developer Parties to the City of such other information and documents pertaining to 3CDC, Crossroad, the [Parking] [Project] Site, or the [Parking] Project as the City may reasonably require.

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



(C) Copies of Due Diligence Materials to Be Provided to City. Once the aforementioned materials in this Section 7 have been provided by Developer Parties as a Disbursement Condition and have been approved by the City (the “**Project Materials**”), Developer Parties shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Without limitation of the Developer Parties’ other obligations, prior to the City’s disbursement of the City Grant Funds, as such due diligence materials are obtained by the Developer Parties, the Developer Parties, 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 the Developer Parties that pertain to the [Parking] Project or the [Parking] [Project] Site, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.

(D) Closing; Disbursement. Subject to satisfaction of the Disbursement Conditions, the disbursement of the City Grant Funds to Crossroad shall take place on [April 4, 2025], or such other date as the parties may agree upon so as to enable the Developer Parties to close on the new markets tax credit transaction and all other transactions necessary to finance construction of the Project (the “**Closing Date**”, and the “**Closing**”, respectively). The disbursement of the City Grant Funds shall be made in accordance with, and subject to the conditions of, this Agreement, including the requirement [that Crossroad use the City Grant Funds on the Closing Date solely to fund an equity investment into the Leverage Lender to facilitate the financing of the Project.

(E) No Other City Assistance. Except for the Grant and such other funds provided in accordance with this Agreement, the Developer Parties acknowledge and agree that no additional funds will be requested from the City in connection with the Project. Except for the City’s agreement to provide the City Grant Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

## **8. PARKING PROJECT CONSTRUCTION.**

(A) Commencement of Construction. Pursuant to the Parking Project Ground Lease, Crossroad shall proceed with the demolition of existing structures located on the Parking Site and the construction of the Parking Project in accordance with the Final Plans. In the event of construction delays, the Developer Parties shall deliver to the City, for the City’s approval, a revised Parking Construction Schedule. the Developer Parties shall complete the demolition and construction in a timely fashion. The Developer Parties shall comply with and Crossroad shall cause all contractors and subcontractors working on the Parking Project to comply with all requirements set forth herein, including as included in and referenced in Section 8(C) below.

(B) General Contractor Guaranty. Prior to assumption by the Developer Parties of the obligation hereunder to construct the Parking Project, and to the extent not heretofore in effect as required herein, the Developer Parties shall provide City with a guaranty from the general contractor and/or prime subcontractors evidencing its financial capacity to pay for the costs of constructing the Parking Project. The form of such guaranty shall in all respects be satisfactory to the City and shall entitle Crossroad to enforce the guaranty directly against the issuers thereof in the event the work covered by the guaranty is not satisfactorily completed in a timely manner as required under this Agreement.

(C) Applicable Laws. Crossroad shall obtain, to the extent not already obtained by the City, and maintain all necessary City and other governmental permits, licenses, and other approvals and the Developer Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements, including, without limitation, those set forth in Exhibit L (Additional Requirements) hereto. By executing this Agreement, the City makes no representations or other assurances to Crossroad or 3CDC that they will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Parking Project. As provided in Exhibit L hereto, Crossroad shall cause laborers and mechanics performing work in connection with the Parking Project to be paid wages in accordance with Ohio prevailing wage requirements. In the event of violations, or allegations of potential

violations, of Ohio's prevailing wage laws, Crossroad shall each protect, defend, indemnify, and hold the City harmless from and against any and all liabilities, claims, costs, and expenses arising therefrom.

(D) Inspection of Work. During construction of the Parking Project, the City, its employees and agents shall have the right at all reasonable times to enter upon the construction site to examine and inspect the progress of construction to determine whether Crossroad and 3CDC are complying with the requirements of this Agreement.

(E) Mechanics' Liens. Crossroad shall not permit any mechanics' or other liens to be filed against the Parking Site during construction of the Parking Project. If a mechanics' lien shall at any time be filed, Crossroad shall cause such lien to be discharged of record within 30 days' notice of the filing thereof.

(F) Project Information. Upon completion of the Parking Project, Crossroad or 3CDC shall provide the City with: (i) a complete set of the Final Plans for the Parking Project and copies of any and all change orders, and such other pertinent documents or reports previously obtained by Crossroad or 3CDC relating to the Parking Project, and (ii) verification of actual construction costs for the Parking Project.

**9. PARKING PROJECT SUBLEASE**. On the Closing Date and subject to confirmation by the City of satisfaction of the contingencies described in Section 1(A) and 2(A) herein, Crossroad shall sublease the Parking Site to 3CDC in accordance with the terms of the Parking Project Sublease, pursuant to the terms of which 3CDC will manage and operate the Parking Project. 3CDC shall be solely responsible for the costs associated the operation, management, and maintenance of the Parking Project during the term of such sublease.

**10. HEALTH CENTER PROJECT GROUND LEASE**. Subject to confirmation by the City of satisfaction of the contingencies described in Sections 1(B) and 2(A) herein, the City shall convey a leasehold interest in the Health Center Site to Crossroad on the Closing Date in accordance with the terms of the Health Center Project Ground Lease. The term of the Health Center Project Ground Lease shall be 55 years and annual lease payments payable by Crossroad thereunder shall be equal to \$1.00, payable in installments due on the first day of each calendar year throughout such term, or paid in advance upon the effective date of such lease. Pursuant to the Health Center Project Ground Lease, the City shall permit Crossroad to grant a leasehold mortgage interest, strictly limited to the interests of Crossroad pursuant to the Health Center Project Ground Lease, with respect to the Health Center Project as security under a loan agreement entered into for the purpose of financing the Health Center Project.

**11. HEALTH CENTER PROJECT CONSTRUCTION**.

(A) Commencement of Construction. Once the City has approved the Final Plans and Final Bids, Crossroad shall proceed with construction of the Health Center Project in accordance with such Final Plans and Final Bids, including any necessary demolition of existing structures and renovation and rehabilitation of the Rec Center. In the event of construction delays, the Developer Parties shall deliver to the City, for the City's approval, a revised Health Center Construction Schedule. Crossroad shall complete the demolition, renovation, and construction in a timely fashion. The Developer Parties shall comply with and Crossroad shall cause all contractors and subcontractors working on the Health Center Project to comply with all requirements set forth herein, including as included in and referenced in Section 11(C) below.

(B) General Contractor Guaranty. Prior to assumption by the Developer Parties of the obligation hereunder to construct the Health Center Project, and to the extent not heretofore in effect as required herein, the Developer Parties shall provide City with a guaranty from the general contractor and/or prime subcontractors evidencing its financial capacity to pay for the costs of constructing the Health Center Project. The form of such guaranty shall in all respects be satisfactory to the City and shall entitle Crossroad to enforce the guaranty directly against the issuers thereof in the event the work

covered by the guaranty is not satisfactorily completed in a timely manner as required under this Agreement.

(C) Applicable Laws. Crossroad shall obtain and maintain all necessary City and other governmental permits, licenses, and other approvals and the Developer Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements, including, without limitation, those set forth in Exhibit L hereto. By executing this Agreement, the City makes no representations or other assurances to Crossroad or 3CDC that they will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Health Center Project. As provided in Exhibit L hereto, Crossroad shall cause laborers and mechanics performing work in connection with the Health Center Project to be paid wages in accordance with Ohio prevailing wage requirements. In the event of violations, or allegations of potential violations, of Ohio's prevailing wage laws, Crossroad shall protect, defend, indemnify, and hold the City harmless from and against any and all liabilities, claims, costs, and expenses arising therefrom.

(D) Inspection of Work. During construction of the Health Center Project, the City, its employees, and agents shall have the right at all reasonable times to enter upon the construction site to examine and inspect the progress of construction to determine whether Crossroad and 3CDC are complying with the requirements of this Agreement.

(E) Mechanics' Liens. Crossroad shall not permit any mechanics' or other liens to be filed against the Health Center Site during construction. If such a mechanic's lien shall at any time be filed, Crossroad shall cause such lien to be discharged of record within 30 days' notice of the filing thereof.

(F) Project Information. Upon completion of the Health Center Project, Crossroad or 3CDC shall provide the City with: (i) a complete set of the Final Plans for the Health Center Project and copies of any and all change orders, and such other pertinent documents or reports previously obtained by Crossroad or 3CDC relating to the Health Center Project, and (ii) verification of actual construction costs for the Health Center Project.

## **12. HEALTH CENTER PROJECT RIGHT OF FIRST REFUSAL AND RE-CONVEYANCE.**

At such time, if ever, as Crossroad has exercised its option to purchase the Health Center Project in accordance with the Health Center Ground Lease, and subsequently decides to sell the Health Center Site and the Health Center Project, then, upon Crossroad's receipt of an arms-length bona fide offer from an unaffiliated entity, which Crossroad intends to accept (an "Offer"), Crossroad shall notify the City in writing of the purchase price and all other terms and conditions of the Offer. City shall have a right of first refusal to purchase the Health Center Project on the terms and conditions more particularly described in the Health Center Ground Lease.

## **13. INSURANCE; INDEMNITY.**

(A) Insurance during Construction. Until such time as all Project construction has been completed, the Developer Parties shall maintain the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit (through a combination of primary and excess/umbrella coverage), naming the City as an additional insured, (ii) as to Crossroad, customary builder's risk insurance in the amount of 100% of the value of the improvements for their respective improvements, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by 3CDC's and/or Crossroad's lenders (if any), and (v) such other insurance as may be reasonably required by the City. All insurance policies (excluding worker's compensation insurance) 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. Prior to commencement of construction of the Project, Developer Parties shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, or such other address as may be specified by the City from time to time.

(B) Waiver of Subrogation in Favor of City. 3CDC and Crossroad each hereby waives all claims and rights of recovery, and on behalf of their respective 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 be covered by the insurance required under this Agreement to be maintained by 3CDC and Crossroad, 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 3CDC and Crossroad shall at all times protect themselves against such loss or damage by maintaining adequate insurance. 3CDC and Crossroad shall cause their respective property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Waiver of Subrogation in Favor of 3CDC and Crossroad. 3CDC and Crossroad each hereby waives all claims and rights of recovery, and on behalf of their respective insurers, rights of subrogation, against each other and their respective employees, agents, contractors and subcontractors with respect to any and all damage to or loss of property that is covered or that would be covered by the insurance required under this Agreement to be maintained by 3CDC and Crossroad even if such loss or damage arises from the negligence of the other party or its employees, agents, contractors or subcontractors; it being the agreement of the parties that 3CDC and Crossroad shall at all times protect themselves against such loss or damage by maintaining adequate insurance. 3CDC and Crossroad shall cause their respective property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(D) General Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, 3CDC and Crossroad each agree to defend, indemnify, and hold the Indemnified Parties (as defined in this Section 13) 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, its officers, council members, employees, and agents (the "**Indemnified Parties**") as a result of or arising from the acts of such party or their respective agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at their request in connection with their respective portion of the Project. 3CDC and Crossroad shall undertake, at their sole expense and through counsel satisfactory to the City, the defense of the City in any lawsuit commenced or threatened as the result, or alleged to be the result, of injury or damage occurring by reason of the construction contemplated in this Agreement. As provided on Exhibit L hereto, Crossroad shall cause laborers and mechanics performing work in connection with the Parking Project and the Health Center Project to be paid wages in accordance with Ohio prevailing wage requirements. In the event the State of Ohio determines or alleges that (i) Crossroad has violated Ohio's prevailing wage laws with respect to the Parking Project, or (ii) Crossroad has violated Ohio's prevailing wage laws with respect to the Health Center Project, Crossroad shall protect, defend, indemnify, and hold the City harmless from and against any and all liabilities, claims, costs, and expenses arising therefrom.

**14. CASUALTY.** If the Parking Project or Health Center Project are damaged or destroyed by fire or other casualty during construction, Crossroad shall repair and restore the damaged improvements within 6 months or, if justifiably required, within longer period as approved by the City prior to the commencement of such repair and restoration, subject to available insurance proceeds and requirements of the Permitted Mortgagee (as defined below) for such site. 3CDC and Crossroad shall not be relieved of any obligations under this Agreement during any period in which the Parking Project or Health Center Project are being repaired or restored.

**15. DEFAULT; REMEDIES.**

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

(i) The dissolution of 3CDC or Crossroad or the filing of any bankruptcy or insolvency proceedings by or against either of them, the appointment of a receiver (temporary or permanent) for 3CDC or Crossroad, the attachment of, levy upon, or seizure by legal process of any property of 3CDC or

Crossroad, provided, however, if any involuntary bankruptcy, insolvency, attachment, receivership or levy proceedings is dismissed within 60 days of filing, the same shall not be considered an “event of default” hereunder;

(ii) A default by Crossroad under the *Parking Project Ground Lease* or the *Health Center Ground Lease* or a default by Crossroad or 3CDC under the *Parking Project Sublease* (after, in each case, giving effect to any notice or grace period provided for therein); or

(iii) The failure of 3CDC or Crossroad to perform or observe any of their respective obligations, duties, or responsibilities under this Agreement (including, without limitation, the failure to timely complete the Project), and failure by such defaulting party to correct such failure within 30 days after receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 30 days, an event of default shall not be deemed to have occurred if the defaulting party commences to cure the default within such 30 day period and thereafter diligently completes such cure within 90 days after its receipt of the City’s initial notice of default. The foregoing notwithstanding, if 3CDC’s or Crossroad’s failure to perform or observe any of their obligations, duties, or responsibilities 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 the defaulting party fails to take corrective action immediately upon discovering such dangerous condition or emergency.

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving 3CDC and Crossroad written notice thereof, (ii) take such actions in the way of “self-help” as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of the defaulting party, 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 against the defaulting party. The defaulting party shall be liable for all costs and damages, including, without limitation, reasonable attorneys’ fees, suffered or incurred by the City as a result of such event of default under this Agreement or the City’s termination of this Agreement. Upon the occurrence of an event of default and within 5 business days after the City’s demand, the Developer Parties shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer Parties’ possession or under their control, including, without limitation, as built-drawings (to the extent that improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by either Crossroad or 3CDC in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

(C) Permitted Mortgages – Notice & Opportunity to Cure. Notwithstanding the foregoing provisions of this Section 15, the City acknowledges and agrees that: (i) upon request, the City agrees to execute any and all estoppels, consents, and/or subordination agreements in such form as approved by the City, with such approval not to be unreasonably upheld, as needed with respect to the Project Site and the Project, (ii) Crossroad may have obtained or may obtain one or more loans in connection with the construction of the Parking Project or the Health Center Project, as applicable, (iii) following the parties’ execution of this Agreement, Crossroad may, following the prior written consent of the City, grant to its lenders a leasehold mortgage, strictly limited to the interest of Crossroad under the Parking Project Ground Lease or the Health Center Ground Lease, and other security instruments with respect to Crossroad’s leasehold interests in the Parking Site, Parking Project, Health Center Site, and Health Center Project as security for the repayment of such loans (a “**Permitted Mortgage**”, with the holder of each such Permitted Mortgage being referred to herein as a “**Permitted Mortgagee**”), (iv) if the City sends a notice of default to 3CDC or Crossroad under this Agreement and intends to exercise any right it may have under this Agreement to terminate this Agreement by reason of such default, the City shall, prior to exercising such right, send a copy of such notice of default (in the manner described in Section 16 (*Notices*) below) to each Permitted Mortgagee (but only if the Permitted Mortgagee shall have previously provided the City with the address to which such notices to the Permitted Mortgagee shall be sent), and (v) the City shall permit each Permitted Mortgagee a reasonable opportunity to cure 3CDC’s or Crossroad’s default; *provided, however*, that if the Permitted Mortgagee has not notified the City in

writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default (by way of instituting foreclosure proceedings or otherwise), or if the Permitted Mortgagee notifies the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default but the Permitted Mortgagee fails to completely cure the default to the City's reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Agreement. Nothing in this Agreement shall be construed as requiring any Permitted Mortgagee to cure defaults of 3CDC or Crossroad under this Agreement. If the nature of the default is such that the Permitted Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and grant of right of entry, and shall perform such work in accordance with all legal requirements.

(D) 3CDC's Opportunity to Cure Crossroad's Default. Notwithstanding the foregoing provisions of this Section 15, the City agrees that: (i) if the City sends a notice of default to Crossroad under this Agreement and intends to exercise any right it may have under this Agreement to terminate this Agreement by reason of such default, then, provided 3CDC is not then in default under this Agreement, the City shall, prior to exercising such right, send a copy of such notice of default (in the manner described in Section 16 (*Notices*) below) to 3CDC, and (ii) the City shall permit 3CDC a reasonable opportunity to cure Crossroad's default; *provided, however*, that if 3CDC has not notified the City in writing, within 60 days after receiving a copy of the notice of default, that 3CDC has commenced to cure the default, or if 3CDC notifies the City in writing, within 60 days after receiving a copy of the notice of default, that 3CDC has commenced to cure the default but then fails to completely cure the default to the City's reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Agreement. Nothing in this Agreement shall be construed as requiring 3CDC to cure defaults of Crossroad under this Agreement. If the nature of the default is such that 3CDC determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and grant of right of entry, and shall perform such work in accordance with all legal requirements.

(E) Crossroad's Opportunity to Cure 3CDC's Default. Notwithstanding the foregoing provisions of this Section 15, the City agrees that: (i) if the City sends a notice of default to 3CDC under this Agreement and intends to exercise any right it may have under this Agreement to terminate this Agreement by reason of such default, then, provided Crossroad is not then in default under this Agreement, the City shall, prior to exercising such right, send a copy of such notice of default (in the manner described in Section 16 (*Notices*) below) to Crossroad, and (ii) the City shall permit Crossroad a reasonable opportunity to cure 3CDC's default; *provided, however*, that if Crossroad has not notified the City in writing, within 60 days after receiving a copy of the notice of default, that Crossroad has commenced to cure the default, or if Crossroad notifies the City in writing, within 60 days after receiving a copy of the notice of default, that Crossroad has commenced to cure the default but then fails to completely cure the default to the City's reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Agreement. Nothing in this Agreement shall be construed as requiring Crossroad to cure defaults of 3CDC under this Agreement. If the nature of the default is such that Crossroad determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and grant of right of entry, and shall perform such work in accordance with all legal requirements.

**16. NOTICES.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS, or other recognized overnight courier, 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 a party may designate by notice to the other parties given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

City of Cincinnati

Department of Community and Economic Development  
Attn: Director  
805 Central Avenue, Ste. 700  
Cincinnati, Ohio 45202

To 3CDC:

Cincinnati Center City Development Corporation  
Attn: Caitlin Felvus & Katie Westbrook  
1203 Walnut Street, 4<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Email: cfelvus@3cdc.org and kwestbrook@3cdc.org

To Crossroad:

BEFORE PROJECT COMPLETION:

Christian Community Health Services  
5 E. Liberty  
Cincinnati, Ohio 45202  
Attn: James J. Berrens, CEO  
Email: jamieb@crossrd.org

AFTER PROJECT COMPLETION:

Crossroad Health Center  
1712 Race Street  
Cincinnati, Ohio 45202  
Attn: James J. Berrens, CEO  
Email: jamieb@crossrd.org

Any notice to a Developer Party shall also be sent to Crossroad's lenders at the following addresses:

Catalyst CDE-37, LLC  
c/o Corporation for Supportive Housing  
55 Broadway, 10<sup>th</sup> Floor  
New York, NY 10006

TCDE 135, LLC  
c/o Truist Community Capital &  
Truist Community Enterprises  
303 Peach Street  
Atlanta, GA 30308

If 3CDC or Crossroad sends a notice to the City alleging that the City is in default under this Agreement, they shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

**17. REPRESENTATIONS, WARRANTIES, AND COVENANTS.** 3CDC and Crossroad each, respectively, as applicable, make the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) 3CDC is a nonprofit corporation duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(ii) Crossroad is a nonprofit corporation duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.

(iii) Each of the Developer Parties has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed, and delivered by 3CDC and Crossroad and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of the Developer Parties.

(iv) The execution, delivery and performance by each of 3CDC and Crossroad of this Agreement and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of 3CDC, Crossroad, or any mortgage, indenture, contract, agreement, or other undertaking to which 3CDC or Crossroad is a party or which purports to be binding upon 3CDC or Crossroad upon any of their respective assets, nor is 3CDC or Crossroad in violation or default of any of the foregoing.

(v) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of 3CDC or Crossroad, threatened against or affecting any of 3CDC or Crossroad, at law or in equity or before or by any governmental authority.

(vi) 3CDC and Crossroad 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 3CDC or Crossroad that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

(vii) The statements made in the documentation provided by 3CDC and Crossroad to the City that are descriptive of 3CDC, Crossroad, or the Project have been reviewed by 3CDC and Crossroad 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.

(viii) Pursuant to Section 301-20 of the Cincinnati Municipal Code, neither 3CDC nor Crossroad, nor any of their 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.

## **18. REPORTING REQUIREMENTS.**

(A) Submission of Records and Reports; Records Retention. Until such time as the Project has been completed, Developer Parties 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 3CDC, Crossroad, 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 Parties furnished to the City shall be in such form as the City may from time to time require.

(B) City's Right to Inspect and Audit. From and after the Effective Date and for a period of 3 years after termination of all agreements contemplated hereunder with respect to the Project, Developer Parties shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit 3CDC's and Crossroad's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by 3CDC or Crossroad to the City, 3CDC, or Crossroad, as applicable, shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.



**19. GENERAL PROVISIONS.**

(A) Assignment. 3CDC and Crossroad shall not assign their respective rights or interests under this Agreement without the prior written consent of the City Manager; provided that assignments to their respective affiliates (with prior written notice to the City), and a collateral assignment of their respective rights under this Agreement to their respective lenders for the Project, shall be permitted. An assignment of rights by 3CDC or Crossroad under this Agreement shall not relieve such party from any obligations or liability under this Agreement.

(B) Entire Agreement; Conflicting Provisions. This Agreement (including the exhibits hereto) and the other agreements referred to herein contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments. This Agreement may be amended only by a written amendment signed by all 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 3CDC and Crossroad agree that venue in such court is proper. The Developer Parties hereby waive 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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

(J) Recognition of City Assistance. The Developer Parties shall acknowledge the financial support of the City with respect to this Agreement in all printed promotional materials (including, without limitation, informational releases, pamphlets, and brochures, construction signs, project and identification signage, and stationery) and any publicity (such as, but not limited to, materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a funding source, the Developer Parties shall use either the phrase "Funded 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.

(K) No Third Party Beneficiaries. The parties hereby agree that, except for the rights of Permitted Mortgagees under Section 15 (*Default; Remedies*) hereof, no third party beneficiary rights are intended to be created by this Agreement.

(L) No Brokers. The parties represent that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Agreement.

(M) 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

(N) 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 Parties or in the Project, and the Developer Parties shall take appropriate steps to assure compliance.

(O) Administrative Actions. To the extent permitted by applicable laws, 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 or the funding hereunder.

(P) Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement, or any of the other agreements contemplated hereby, if for any reason City Council does not pass any and all additional ordinances, including appropriation of funds, as may be necessary for the City to carry out the terms of this Agreement

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

(R) Exhibits. The following Exhibits are attached to this Agreement and made a part hereof:

Exhibit A – *Site Map*

Exhibit B – *Legal Description – 34 Green*

Exhibit C – *Vacation Plat – Goose Alley*

Exhibit D – *Legal Description – Goose Alley*

Exhibit E – *Project Site Plan*

Exhibit F – *Preliminary Budget*

Exhibit G – *Form of Parking Site Ground Lease*

Exhibit H – *Form of Parking Project Sublease*

Exhibit I – *Form of Health Center Ground Lease*

Exhibit J – *Sources of Project Funds*

Exhibit K-1 – *Form of Developer Parcel Deed to Crossroad*

Exhibit K-2 – *Form of Developer Parcel Deed to the City*

Exhibit L – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGES

Executed by the parties on the dates indicated below, effective as of the latest of such dates (the "Effective Date").

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Sheryl M. M. Long, City Manager

Date: \_\_\_\_\_, 2025

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code : \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

**[Signature Page for Funding and Development Agreement – Crossroad Project]**

**CHRISTIAN COMMUNITY HEALTH SERVICES**  
an Ohio non-profit corporation

By: \_\_\_\_\_  
James J. Berrens, Chief Executive Officer

Date: \_\_\_\_\_, 2025

**[Signature Page for Funding and Development Agreement – Crossroad Project]**

**CINCINNATI CENTER CITY DEVELOPMENT CORPORATION**  
an Ohio nonprofit corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

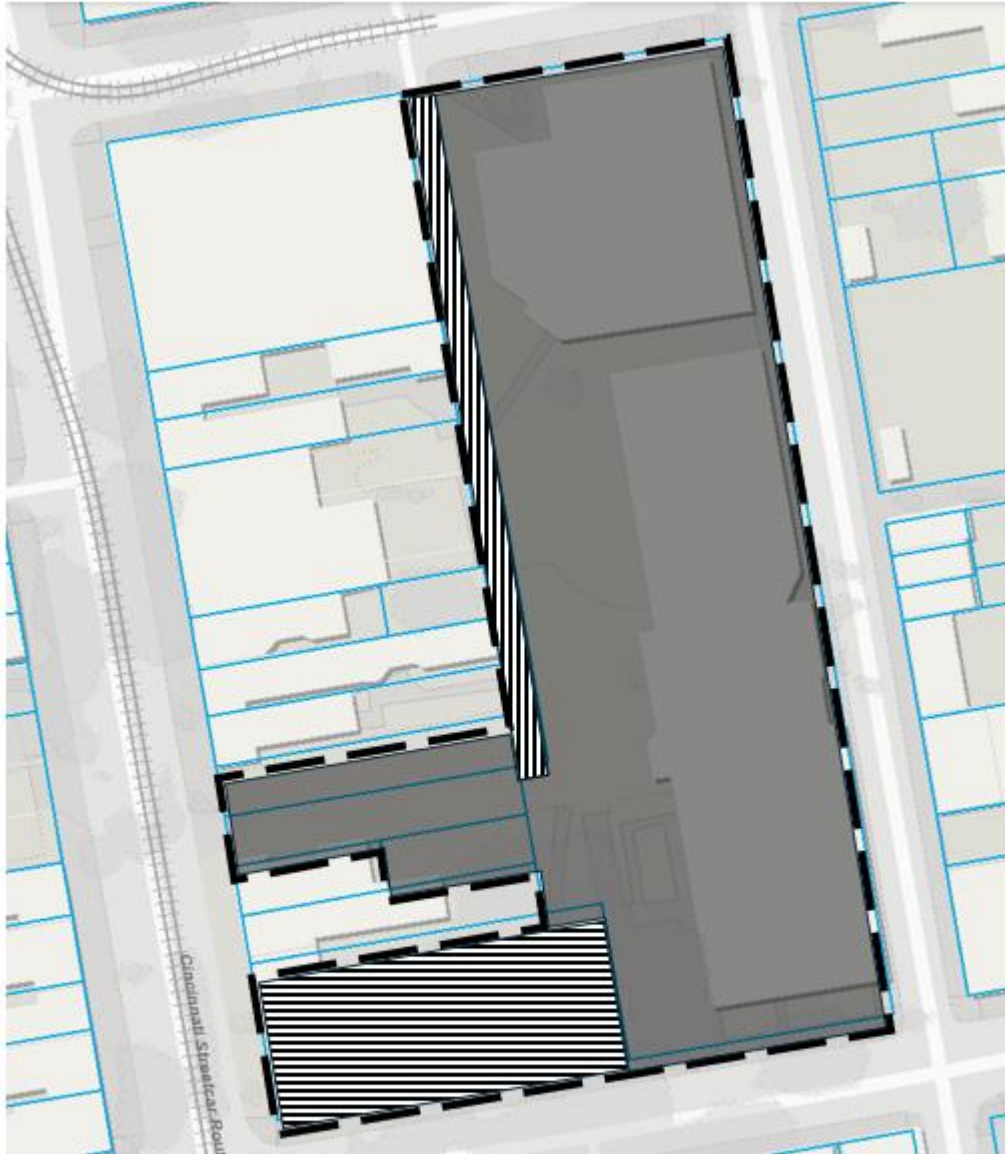
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

**[Signature Page for Funding and Development Agreement – Crossroad Project]**

Exhibit A  
to Funding and Development Agreement

Site Map



-  Project Site
-  City Parcels
-  Developer Parcel
-  Former City ROW

Exhibit B  
to Funding and Development Agreement

*Legal Description – 34 Green*

Property Address: 34 Green Street, Cincinnati, Ohio 45202  
Auditor's Parcel No.: 094-0008-0367-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio, and being all of Lots 1 and 2 and parts of Lots 25 and 26 of Block "B" of Findlay and Garrard's Subdivision, as per plat thereof, recorded in Deed Book 47, Page 319, Hamilton County Recorder's Office, and a part of the portion of Goose Alley as now vacated, and being more particularly described as follows:

Commencing at a point where the easterly right-of-way line of Race Street (a 60 foot street) intersects the northerly right-of-way line of Green Street (a 50 foot street), said point being the true place of beginning for this description; thence from said point along the northerly right-of-way of said Green Street North  $73^{\circ}47'50''$ , 141.70 feet to a point in the East face of a curb line along the West edge of a 9 foot concrete sidewalk; thence along the East face of said curb line and parallel to the easterly right-of-way line of said Race Street North  $16^{\circ}05'00''$  West, 64.09 feet to a point; thence leaving said curb line and along a line parallel to the northerly right-of-way line of said Green Street South  $73^{\circ}47'50''$  West, 141.70 feet to a point in the easterly right-of-way line of said Race Street; thence along the easterly right-of-way line of said Race Street South  $16^{\circ}05'00''$  East for a distance of 64.09 feet to a point, being the true place of beginning for this description.

Exhibit C  
to Funding and Development Agreement

*Vacation Plat – Goose Alley*

TO BE ATTACHED



Exhibit D  
to Funding and Development Agreement

*Legal Description – Goose Alley*

Date: March 25, 2025  
Description: Pt. Goose Alley  
Sale Plat  
Location: City of Cincinnati  
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2, Between the Miamis, Millcreek Township, The City of Cincinnati, Hamilton County, Ohio, and part of Goose Alley of the Hamilton County Recorder's Office containing 0.0759 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West Elder Street (50' R/W) and the east right of way of said Goose Alley (12' R/W), said cross notch being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the south right of way of said West Elder Street and with the east right of way of said Goose Alley, South 09° 51' 12" East, 275.57 feet to a set MAG Nail at its terminus;

thence, departing the east right of way of said Goose Alley and with said terminus, South 79° 56' 08" West, 12.00 feet to a set MAG Nail on the west right of way of said Goose Alley;

thence, departing said terminus, and with the west right of way of said Goose Alley, North 09° 51' 12" West, 275.57 feet to the intersection of the south right of way of said West Elder Street and the west right of way of said Goose Alley, said intersection being referenced by a set cross notch being North 09° 51' 12" West, 3.00 feet;

thence, departing the west right of way of said Goose Alley and with the south right of way of said West Elder Street, North 79° 56' 08" East, 12.00 feet to the **True Point of Beginning**, containing 0.0759 acres of land, more or less.

The above description was prepared from a sale plat made on March 12, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

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



Exhibit E  
to Funding and Development Agreement

Project Site Plan





-  Health Center Site
-  Parking Site

Exhibit F  
to Funding and Development Agreement

*Preliminary Budget*

<b>Uses</b>	<b>Amount</b>
Acquisition	\$110
Hard Costs	\$10,660,245
Soft Costs	\$4,435,461
<b>TOTAL USES</b>	<b>\$15,095,816</b>

Exhibit G  
to Funding and Development Agreement

*Form of Parking Site Ground Lease*

SEE ATTACHED

Contract No: \_\_\_\_\_

Project: Crossroad Parking Lot

## GROUND LEASE

(City's lease of property to Christian Community Health Services DBA Crossroad Health Center for redevelopment and construction of an approximately 109-space public parking lot – 55 years)

THIS GROUND LEASE (this "**Lease**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 ("**Ground Lessee**").

### RECITALS:

A. The City is the fee owner of certain real property located at 1712 Race Street and 19 W. Elder Street in the Over-the-Rhine neighborhood of the City of Cincinnati, as depicted on Exhibit A (Depiction of Crossroad Site) hereto, and described on Exhibit B (Legal Description of Crossroad Site) hereto (the "**Crossroad Site**"), all as more particularly described in Section 1 below.

B. Pursuant to a certain *Funding and Development Agreement* dated \_\_\_\_\_, 2025 (the "**Development Agreement**"), by and among the City, Ground Lessee, and Cincinnati Center City Development Corporation, an Ohio nonprofit corporation, Ground Lessee will cause a portion of the Crossroad Site to be redeveloped into (i) a public parking lot with approximately 109 parking spaces, and (ii) a two-way access drive and related improvements all as further described in the Development Agreement, which portion of the Crossroad Site is depicted on Exhibit C (Depiction of Leased Premises) hereto, and described on Exhibit D (Legal Description of Leased Premises) hereto (the "**Leased Premises**"), at an estimated total construction cost, with the health center, of \$[\_\_\_\_\_]. The redevelopment of the Leased Premises is sometimes referred to herein as the "**Project**" or the "**Improvements**," as applicable.

C. Pursuant to a separate Sublease (the "**Sublease**"), dated as of the Effective Date, between Ground Lessee and Findlay Community Center Manager LLC, an Ohio limited liability company (such entity or other affiliate of Cincinnati Center City Development Corporation, an Ohio nonprofit corporation, being referred to herein as "**3CDC**"), Ground Lessee is subleasing the Leased Premises to 3CDC. 3CDC (through itself, an affiliate, or third party operator) shall manage and operate the Leased Premises throughout the term of the Sublease.

D. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents and is consistent with the public purposes and provisions of applicable federal, state, and local laws and requirements, and, notwithstanding anything in the Sublease to the contrary, the City has determined that the Leased Premises will not be needed for other municipal purposes during the Term (as defined below).

E. The City's Real Estate Services Division has determined, by appraisal, that the current fair market rental value of the Leased Premises is \$159,850 per year.

F. The City has determined that (i) leasing the Leased Premises to Ground Lessee for less than its fair market rental value, and (ii) eliminating competitive bidding in connection with the City's lease of the Leased Premises, are in the best interest of the City because of the economic development, financial, and societal benefits that the City will achieve from the Project for the benefit of the residents of Cincinnati and, in particular, the residents of the Over-the-Rhine neighborhood.

G. There is no City funding being provided under this Lease.

H. City Planning Commission, having the authority to approve the change in use of the Leased Premises, approved the City's lease of the Leased Premises to Ground Lessee at its meeting on January 17, 2025.

I. Cincinnati City Council authorized the execution of this Lease to facilitate the Project pursuant to Ordinance No. [\_\_\_\_]-2025, duly passed on [\_\_\_\_], 2025.

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

**1. LEASE OF LEASED PREMISES.**

(a) Definitions. Notwithstanding the definitions set forth in the recitals hereof, as used hereinafter, "**Leased Premises**" means the property located at 19 W. Elder Street in the City of Cincinnati and State of Ohio, including all land, as shown on Exhibit C (Depiction of Leased Premises) and described on Exhibit D (Legal Description of Leased Premises) hereto, and, where applicable, together with the appurtenant easements that benefit the Leased Premises as described in Section 1(b) below.

(b) Grant. On the terms and conditions set forth in this Lease, the City does hereby lease the Leased Premises to Ground Lessee, and Ground Lessee does hereby lease the Leased Premises from the City, for the Term. The City leases the Leased Premises to Ground Lessee (i) subject to the easements that encumber the Leased Premises, and (ii) together with the easements that benefit the Leased Premises.

(c) Duke Energy, GCWW, MSD, and AltaFiber. Ground Lessee acknowledges that the local utility providers, Duke Energy, Greater Cincinnati Water Works, Metropolitan Sewer District of Greater Cincinnati, and AltaFiber may have existing aboveground and underground facilities in the area. Ground Lessee shall (i) ensure that such existing facilities are not disturbed and that the utility providers' access to the Leased Premises is not denied or unreasonably impaired, (ii) be responsible for paying all costs of relocating such utilities if relocation is desired in connection with the Project, and (iii) be responsible for reimbursing the utility providers for the cost of repairing any and all damage to such facilities caused by Ground Lessee, its employees, agents, contractors, subcontractors, licensees or invitees in connection with the Project.

(d) As-Is Condition. The parties acknowledge and agree that, as part of the redevelopment of the Leased Premises, Ground Lessee will be conducting its own title search, survey work, environmental assessments, soil and geotechnical studies, and other due diligence in order to familiarize itself with the condition and characteristics of the Leased Premises. The City has not made any representations or warranties concerning the title, condition or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for the operation of a public parking lot, and Ground Lessee acknowledges and agrees that Ground Lessee is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any preexisting environmental conditions affecting the Leased Premises. On the Commencement Date (as defined below), Ground Lessee shall accept the Leased Premises in "as-is" condition.

(e) Title Matters. The rights herein granted to Ground Lessee are subject and subordinate to the rights of utility providers and others to enter upon the Leased Premises from time to time pursuant to recorded easements, those easements granted by law under Ohio Revised Code Section 723.041, and the like affecting the Leased Premises (if any). Ground Lessee shall not take any actions that would violate any easements, covenants, restrictions or other matters of record affecting the Leased Premises. Ground Lessee shall not have the right to grant any easements or otherwise encumber the City's title to

the Leased Premises without the City's prior written consent, and Ground Lessee acknowledges that any further encumbrances require approval of City Council under the Cincinnati Municipal Code. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Ground Lessee under this Lease; however, the City shall not grant a mortgage on the Leased Premises to any third party. The foregoing notwithstanding, the City represents to Ground Lessee that, to the best of its actual knowledge, (i) the City has not previously leased the Leased Premises or any portion thereof to any third party, and (ii) there is no litigation, pending or threatened, that would affect the City's performance under this Lease or impair Ground Lessee's rights hereunder.

(f) Coordinated Report Conditions. Ground Lessee acknowledges that it has received a copy of, and must satisfy any and all conditions set forth in, City Coordinated Report #73-2024, unless and until each condition set forth therein has been satisfied or waived in writing by the City at the City's sole and absolute discretion. Said Coordinated Report #73-2024 and the conditions provided for therein are hereby incorporated herein as material terms, conditions, and obligations of Ground Lessee under this Lease, including, without limitation, creating new utility easements if required by the responding utility companies.

(g) City's Right to Access Leased Premises. The City shall have the right for its employees and agents to enter upon the Leased Premises from time to time, for any purpose, including, without limitation, accessing adjacent City-owned property and any City-owned utilities on the Leased Premises; provided, however, that in exercising such rights (i) the City shall not unreasonably disrupt Ground Lessee's use of the Leased Premises for the approved permitted uses, and (ii) except in emergencies, the City shall give Ground Lessee reasonable written notice prior to entering the Leased Premises. Notwithstanding the foregoing, nothing in this paragraph shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

## **2. CONSTRUCTION; OWNERSHIP OF IMPROVEMENTS.**

(a) Construction. Ground Lessee shall commence construction at the Leased Premises promptly following the Effective Date and shall thereafter diligently pursue the same until completion, in accordance with the Development Agreement and Exhibit E (Additional Requirements) hereto.

(b) Ownership of Improvements. Throughout the Term, Ground Lessee shall be deemed to be the owner of the Improvements for federal income tax purposes (by way of clarification, this provision shall mean the Improvements only and Ground Lessee's interest in the land shall be only the leasehold interest created under this Lease), and the parties hereto shall take no position to the contrary.

**3. TERM.** The term (the "**Term**") of this Lease shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless sooner terminated in accordance with the provisions of this Lease, shall expire on the date that is **fifty-five (55) years** after the Commencement Date (herein, the "**Expiration Date**"). All obligations of Ground Lessee under this Lease that have accrued but have not been fully performed as of the Expiration Date or sooner termination date of this Lease, including, without limitation, indemnity obligations, shall survive such expiration or termination until fully performed. If the parties desire to extend the Term of this Lease upon the expiration of the initial Term, the parties shall negotiate in good faith the terms and conditions of such extension.

**4. PERMITTED USE.** The Leased Premises shall be used solely for the redevelopment, leasing, and operation of a public parking lot, a two-way access drive, and any and all ancillary uses reflected on the Final Plans, as such term is defined in the Development Agreement. Ground Lessee shall use and maintain the Leased Premises in compliance with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Leased Premises, including, without limitation, all environmental laws and those set forth on Exhibit E hereto (collectively, "**Legal Requirements**"). Ground Lessee's temporary closing of portions of the Leased Premises for maintenance

and repairs shall not constitute a violation of this section provided that such activities are done in accordance with all Legal Requirements.

## 5. RENT.

(a) Base Rent. Ground Lessee shall pay the City base rent ("**Base Rent**") in the amount of One Dollar (\$1.00) per year (e.g., \$55.00 in the aggregate for the Term). Ground Lessee shall pay the City Base Rent in advance for the Term concurrently with its execution of this Lease.

(b) Additional Expenses. This is a "triple net" lease, and throughout the Term, Ground Lessee shall pay all costs and expenses associated with the Leased Premises. Ground Lessee shall make (or cause to be made) payments for all such costs or expenses directly to the persons or entities to whom such payments are owed. In the event that Ground Lessee fails to make, or cause to be made, payment for any cost or expense associated with the Leased Premises in a timely manner, the City shall have the right, but not the obligation, to make such payment on behalf of Ground Lessee. To the extent that the City, rather than Ground Lessee (or 3CDC, for purposes of the Sublease), pays any cost or expense that would otherwise be payable by Ground Lessee under this Lease, Ground Lessee shall reimburse the City for such costs or expenses, as additional rent, within 30 days after Ground Lessee's receipt of documentation substantiating the same.

(c) Late Charge. If Ground Lessee fails to pay Base Rent or any other amount due and payable to the City under this Lease when due, and the same remains overdue for longer than 30 days past the due date, the overdue amount shall thereafter bear interest until paid at the greater of 10% or the rate that is 4% higher than the prime rate then most recently published in the Wall Street Journal, but in no case greater than the highest legal rate.

6. REAL ESTATE TAXES. If the Leased Premises is, or becomes subject to real estate taxes, then Ground Lessee shall pay (or cause to be paid) all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term, if any. Upon each such payment, Ground Lessee shall furnish the City with appropriate evidence of payment. If Ground Lessee institutes proceedings to contest the validity or amount of such taxes, the City, at no cost to the City, shall cooperate with Ground Lessee to the extent that the participation of the owner of the lessor's interest under this Lease is required, but Ground Lessee may not defer or fail to timely make payment of such taxes during such contest. Ground Lessee shall be entitled to any and all amounts recovered which relate to tax payments previously made by Ground Lessee. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Ground Lessee's contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public. In the event that any taxes are levied against the Leased Premises, for any reason, and the same are not paid in a timely manner by Ground Lessee, the City shall have the right, but not the obligation, to pay such taxes on behalf of Ground Lessee and any payment so made shall be due to the City from Ground Lessee in the manner described in Section 5(b) above for other costs and expenses and be subject to the late charge of Section 5(c).

## 7. MAINTENANCE AND REPAIRS; COVENANT AGAINST WASTE.

(a) Maintenance and Repairs. During the Term of this Lease, Ground Lessee shall assume all responsibility for the maintenance and repair of the Leased Premises, including keeping the Leased Premises and the sidewalks, curbs, and landscaping clean and in a continuous state of good, safe, orderly, and sanitary condition and repair, and free of accumulations of dirt, rubbish, debris, snow, and ice. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Leased Premises under this Lease.

(b) Covenant Against Waste. During the Term of this Lease, Ground Lessee shall not cause or permit any waste, damage, or injury to the Leased Premises.



## 8. ALTERATIONS; SIGNS; NO LIENS.

(a) Alterations. From and after substantial completion of the construction of the Improvements, Ground Lessee shall not make any material alterations, additions or other changes to the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld, including, without limitation, changes that affect the structural portions of the Improvements, the mechanical equipment serving the Improvements or the Leased Premises, the utility systems serving the Improvements, or the ingress, egress or traffic flow within the Leased Premises, nor shall Ground Lessee make any alterations, additions or other changes that would diminish the fair market value of the Leased Premises or which are not consistent with the purposes of the Project. Ground Lessee shall have the right to make all minor and cosmetic type alterations to the Leased Premises without having to obtain the City's prior consent. All alterations made by Ground Lessee shall be made in a good and workmanlike manner, in compliance with all Legal Requirements, shall not diminish the value of the Leased Premises, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Leased Premises. Once installed, Ground Lessee shall not remove such alterations (unless such removal shall have been consented to in writing by the City), and Ground Lessee shall surrender the same to the City at the end of the Term as described in Section 15 (*Surrender; Holdover*) below.

(b) Signs. Ground Lessee shall be permitted to install such directional, informational, advertising and other signs at the Leased Premises as Ground Lessee deems appropriate provided that all such signs comply with all Legal Requirements. Ground Lessee shall, at its expense, keep all signs in good condition and repair.

(c) No Liens. If any mechanics' lien or other similar lien is filed against the Leased Premises as a result of labor or material furnished at Ground Lessee's request, Ground Lessee shall cause the lien to be released or bonded off within 30 days following the filing of such lien.

## 9. PERMITTED LEASEHOLD MORTGAGES.

(a) Permitted Mortgages. The parties acknowledge and agree that, in connection with the redevelopment of the Leased Premises, (i) Ground Lessee has obtained or will obtain a construction loan from CATALYST CDE-37, LLC, a Delaware limited liability company ("**Catalyst**") in an amount not to exceed \$11,580,000 (the "**Catalyst Loan**"), and a construction loan from TCDE 135, LLC, a Georgia limited liability company ("**TCDE**"; and together with Catalyst, the "**Permitted Mortgagee**") in an amount not to exceed \$2,000,000 (the "**TCDE Loan**"), and (ii) following the parties' execution of this Lease, Ground Lessee may grant, with respect to Ground Lessee's leasehold interests in the Leased Premises, that certain *Open-End Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing* securing the Catalyst Loan and the TDE Loan on the Lease Premises in favor of the Permitted Mortgagee (the "**Permitted Mortgage**"). Notwithstanding the foregoing, the City shall not be required to subject the Property to the lien of any other financing or mortgage sought or obtained by Ground Lessee, and Ground Lessee shall not permit any other lien to be recorded against the Leased Premises, without the express written consent of the City. Ground Lessee shall not refinance the debt on the Leased Premises without prior written authorization from the City (including written recommendation by the City's Finance Director). At the end of the Term, Ground Lessee shall surrender the Leased Premises to the City free and clear of the Permitted Mortgage, and any other liens the City may have authorized hereunder.

(b) Notice to Permitted Mortgagees and Opportunity to Cure. If the City sends a notice of default to Ground Lessee under this Lease and intends to exercise any right it may have under this Lease to terminate this Lease by reason of such default, the City shall, prior to exercising such right, send a copy of such notice of default to each Permitted Mortgagee pursuant to Section 16 hereof and at the address set forth therein. The City shall send notices to the Permitted Mortgagees in the same manner in which the City sends notices to Ground Lessee under this Lease. Notwithstanding anything in Section 12 (*Default; Remedies*) below to the contrary, the City shall permit each Permitted Mortgagee a reasonable

opportunity to cure Ground Lessee's default; provided, however, that if the Permitted Mortgagee has not notified the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default (by way of instituting foreclosure proceedings or otherwise), or if the Permitted Mortgagee notifies the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default but the Permitted Mortgagee fails to completely cure the default to the City's reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Lease. Nothing in this Lease shall be construed as requiring any Permitted Mortgagee to cure defaults of Ground Lessee under this Lease. If the nature of the default is such that the Permitted Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and shall perform such work in accordance with all Legal Requirements.

(c) Ground Lessee's Default under Permitted Mortgages. If Ground Lessee receives a notice of default from any Permitted Mortgagee, Ground Lessee shall promptly send a copy of each such notice to the City. If, as a result of Ground Lessee's default under a Permitted Mortgage, the Permitted Mortgagee exercises any right that it may have under the Permitted Mortgage to institute foreclosure proceedings, the acquisition of Ground Lessee's leasehold estate by the Permitted Mortgagee or purchaser at foreclosure shall not be effective unless and until (i) if Ground Lessee is then in default under this Lease, all rent and other amounts then owed by Ground Lessee under this Lease shall have been paid and all nonmonetary defaults under this Lease that are capable of being cured shall have been cured; (ii) the City shall have received financial and business information that establishes to the City's satisfaction that such Permitted Mortgagee or purchaser at foreclosure has the financial strength and business experience to satisfactorily perform the obligations of Ground Lessee under this Lease (provided that each of Catalyst and TCDE, shall be deemed to satisfy the requirements of this clause provided the financial condition of each shall have remained stable since the Effective Date hereof); and (iii) the City shall have received a copy of the fully executed instrument evidencing such acquisition containing an express assumption by the Permitted Mortgagee or purchaser at foreclosure of all of Ground Lessee's obligations and liability under this Lease. The City may waive any or all of such requirements in the preceding sentence at its sole discretion. Ground Lessee shall reimburse the City for any and all out-of-pocket costs incurred by the City in connection with any such mortgage foreclosure.

(d) Subordination of City's Rights of Distraint with Respect to Ground Lessee's Personal Property. Notwithstanding any existing or future statute, law or rule of law to the contrary, the City hereby agrees that any rights of distraint arising in favor of the City under this Lease to any machinery, equipment, apparatus, appliances, goods, chattels and any other personal property located upon the Leased Premises or any portion thereof and belonging to Ground Lessee shall be subject and subordinate to the rights of any holder of a Permitted Mortgage. Although the foregoing subordination shall be self-operative without the necessity for any further instrument or document, the City hereby agrees, upon written request from Ground Lessee, to furnish written confirmation thereof to Ground Lessee and any vendor, supplier, holder of a security interest in Ground Lessee's property, or any other third party designated by Ground Lessee.

(e) City's Transfer of its Interest in the Leased Premises. If during the Term of this Lease the City sells or otherwise transfers its interest in the Leased Premises to a third party, such sale or transfer shall be subject to this Lease and to the rights of each Permitted Mortgagee hereunder.

## **10. INSURANCE; INDEMNITY.**

(a) Insurance. From and after substantial completion of construction and thereafter throughout the Term, Ground Lessee shall maintain, or shall cause to be maintained, the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Improvements, naming the City and Ground Lessee as their interests may appear;

(ii) property insurance on any and all personal property of Ground Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Leased Premises in an amount not less than \$3,000,000 per occurrence, combined single limit or such additional amount as the City or its insurance or risk advisors may determine from time to time to be customary for comparable facilities in the Cincinnati area, naming the City as an additional insured;

(iv) Workers' compensation insurance as required by law;

(v) Automobile liability insurance with a per accident limit of not less than \$1,000,000 per accident and covering all owned, non-owned, hired, and permissive use vehicles; and

(vi) such other or additional amounts of insurance as may be required under any and all Permitted Mortgages.

The insurance requirements during the initial construction of the Improvements are set forth in the Development Agreement.

(b) Policy Requirements. Ground Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least 30 days prior written notice to the City, and (iii) be primary and noncontributory with respect to insurance maintained by the City. Prior to the date on which the redeveloped Leased Premises is opened to the public, and annually thereafter, Ground Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Ground Lessee hereunder.

(c) Waiver of Subrogation. Ground Lessee hereby waives all claims and rights of recovery, and on behalf of Ground Lessee'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 Lease to be maintained by Ground Lessee, 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 Ground Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Ground Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(d) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Ground Lessee or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Ground Lessee. Ground Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City, its officers, council members, employees, agents, contractors and subcontractors (collectively, the "**Indemnified Parties**") harmless from and against all costs (including, without limitation, legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from (i) the acts of Ground Lessee, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Ground Lessee in connection with Ground Lessee's activities at or with respect to the Leased Premises, (ii) in connection with any breach by Ground Lessee, or any sublessee or assignee, under this Lease, or (iii) any and all claims arising during the Term of this Lease from any condition of the Leased Premises, or of any space therein or appurtenant or adjoining thereto.

**11. CASUALTY; EMINENT DOMAIN.** If the Improvements are damaged or destroyed by fire or other casualty, or if any portion of the Leased Premises is taken by exercise of eminent domain

(federal, state or local), Ground Lessee shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Leased Premises and the Improvements were in immediately prior to such occurrence. The City and Ground Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If insurance proceeds under Ground Lessee's insurance policies are paid to the City as the owner of the fee simple title to the land, the City shall turn over such proceeds to Ground Lessee for Ground Lessee's use in repairing and restoring the Leased Premises and Improvements. If the proceeds are insufficient to fully repair and restore the Leased Premises and Improvements, the City shall not be required to make up the deficiency. Ground Lessee shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, complying with all Legal Requirements and obtaining the City's approval of the plans and specifications if they deviate from the Final Plans (as defined in the Development Agreement). Ground Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises and Improvements are being repaired or restored.

## **12. DEFAULT; REMEDIES.**

(a) Default. Each of the following shall constitute an "**Event of Default**" by Ground Lessee under this Lease:

(i) Nonpayment. If Ground Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than 30 days after Ground Lessee receives written notice thereof from the City;

(ii) Failure to Perform. If Ground Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than 30 days after Ground Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such 30 day period, an Event of Default shall not be deemed to have occurred if Ground Lessee commences to cure such failure within such 30 day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within 90 days after Ground Lessee receives written notice of the default from the City. If any default is of the nature which is not reasonably susceptible of being cured within 30 days, Ground Lessee shall provide written notice to the City of such fact within 30 days of receipt of the notice of default. The foregoing notwithstanding, if the failure 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 Ground Lessee fails to take corrective action immediately upon discovering such dangerous condition or emergency;

(iii) Bankruptcy; Insolvency. The commencement of levy, execution or attachment proceedings against Ground Lessee or any of the assets of Ground Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Ground Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Ground Lessee; or the commencement of a case by or against Ground Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by Ground Lessee to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by Ground Lessee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within 90 days after institution); or

(iv) Development Agreement; Health Center Ground Lease. Any event of default occurs (beyond any applicable notice and cure periods) under either the Health Center Ground Lease (as defined below), or the Development Agreement.

(b) Remedies. Upon the occurrence of an Event of Default that continues beyond the applicable notice and cure period (if any) provided for under Section 12(a) above, the City shall be entitled to (i) terminate this Lease by giving Ground Lessee written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, including retaking the Leased Premises and excluding Ground Lessee from the same, and seizing and enforcing liens against any personal property of Ground Lessee at the Leased Premises, all at the expense of Ground Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including, without limitation, pursuing an action for specific performance; all such rights and remedies being cumulative. Ground Lessee shall be liable for all costs and damages, including, without limitation, legal fees, suffered or incurred by the City as a result of a default of Ground Lessee under this Lease or the City's enforcement or termination of this Lease. Ground Lessee shall pay all such costs and damages within 30 days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(c) Rights of Permitted Mortgagees. Notwithstanding the City's termination rights provided for in Section 12(b) above, prior to exercising such termination rights the City shall provide each Permitted Mortgagee with notice and an opportunity to cure as described in Section 9(b) above.

### **13. ASSIGNMENT AND SUBLETTING.**

(a) Prohibition Against Assignment and Subletting. Ground Lessee acknowledges that the City is entering into this Lease because of the City's confidence that Ground Lessee has the financial backing, business experience, and community support that are necessary to carry out the redevelopment and operation of the Leased Premises as outlined herein. Ground Lessee acknowledges that the City shall not be expected to consent to a proposed assignment by Ground Lessee of its interest under this Lease, or to a proposed sublease of all or any portion of the Leased Premises (following the expiration or termination of the Sublease) to any person or entity in which the City does not have similar confidence. Any attempt by Ground Lessee to assign or otherwise transfer its interests under this Lease, or to sublease all or any portion of the Leased Premises (following the expiration or termination of the Sublease) to a third party without the City's prior written consent (which shall not be unreasonably withheld or delayed) shall be null and void and shall, at the option of the City, constitute a default of Ground Lessee under this Lease. The foregoing notwithstanding, if Ground Lessee transfers its interests under this Lease to an affiliate, or to the surviving entity in a merger involving Ground Lessee, or to the purchaser of all or substantially all of Ground Lessee's assets or ownership interests, such transfer shall not constitute a prohibited assignment or sublease for purposes of this section. As used in the preceding sentence, an "affiliate" of Ground Lessee means an entity that controls, or is controlled by, or is under common control with, Ground Lessee. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than 50% of membership or partnership interests, corporate stock and/or voting rights. Ground Lessee shall not assign its interests under this Lease pursuant to the preceding three sentences without the prior written consent of the City, which must first be requested by Ground Lessee giving the City at least 60 days prior written notice thereof. No assignment or sublease by Ground Lessee of its rights or obligations under this Lease to a third party shall relieve Ground Lessee from any liability to the City under this Lease.

(b) City's Consent to Ground Lessee's Subletting to 3CDC. The City hereby consents to the Ground Lessee entering into the Sublease provided that Ground Lessee shall have provided the City with a copy of the proposed Sublease in a form that is acceptable and agreed to by the City prior to the execution thereof, and, in addition to all other terms and conditions of the Sublease, or any other sublease, being subject to the approval of the City, the Sublease or other subleases shall contain terms

and conditions imposing obligations and duties that contain, at a minimum, those stated in Exhibit G (Parking Lot Operations) hereto. In the event that Ground Lessee fails to enforce any of the terms of Exhibit G, or any other term of this Lease which may be assigned to any sublessee or manager of the Leased Premises, the City may enforce such terms at the expense of Ground Lessee. Such a failure by Ground Lessee may also be considered a default under the terms of this Lease (subject to the notice and cure periods set forth in Section 12). Ground Lessee shall provide a copy of the fully-executed Sublease to the City promptly after the execution thereof. Ground Lessee shall provide the City with (i) copies of any proposed amendments to the Sublease, which amendments shall require the City's prior written approval prior to the execution thereof and (ii) a copy of the fully executed amendment promptly after the execution thereof.

**14. ESTOPPEL CERTIFICATES.** Within 15 days after written request from the other party (or, with respect to certificates from the City, within such longer period of time as may be reasonably needed in order to obtain all required governmental authorizations and signatures), each party shall execute and deliver to the requesting party an estoppel certificate (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Lease, and, if so, specifying the nature of such default, and (c) covering such other matters pertaining to this Lease as the requesting party may reasonably request.

**15. SURRENDER; HOLDOVER.**

(a) Surrender. On the last day of the Term of this Lease, Ground Lessee shall surrender the Leased Premises, including Improvements, to the City in good condition and repair, reasonable wear and tear excepted, and free and clear of all mortgages and other monetary liens (except those, if any, caused by the City). From and after the date of surrender, the City shall be deemed to be the owner of the Improvements for all purposes. On or before the last day of the Term, Ground Lessee shall remove all of Ground Lessee's personal property, and any property not so removed shall be deemed abandoned. Ground Lessee shall not remove any signs, trade fixtures, ordinary fixtures or equipment used in connection with the Leased Premises and Improvements unless the City approves of such removal in writing. Ground Lessee shall promptly repair any and all damage to the Leased Premises, including the Improvements, caused by its removal of any items under this paragraph.

(b) Holdover. If Ground Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable immediately by the City at any time by giving written notice thereof to Ground Lessee. Ground Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Ground Lessee's holding over.

(c) Documents to be Delivered to City. At the end of the Term, Ground Lessee shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Ground Lessee's possession or under Ground Lessee's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Leased Premises.

**16. NOTICES.** All notices required to be given to any party under this Lease shall be in writing and (a) personally delivered, (b) deposited in the United States mail, first class, postage prepaid, or (c) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

<p>To the City:</p> <p>City of Cincinnati 801 Plum Street Cincinnati, Ohio 45202 Attention: City Manager</p>	<p>To Ground Lessee:</p> <p>Crossroad Health Center 1712 Race Street Cincinnati, Ohio 45202 Attention: James Berrens</p>
<p>With a copy to:</p> <p>TCDE 135, LLC c/o Truist Community Capital, LLC 303 Peachtree Street, NE, 22<sup>nd</sup> Floor Atlanta, GA 30308</p> <p>and to:</p> <p>Catalyst CDE-37, LLC c/o Corporation for Supportive Housing 55 Broadway, 10<sup>th</sup> Floor New York, NY 10006</p>	<p>With a copy to:</p> <p>Keating Muething &amp; Klekamp PLL One East Fourth Street, Suite 1400 Cincinnati, Ohio 45202 Attention: Geoff Leder, Esq.</p> <p>and to:</p> <p>TCDE 135, LLC c/o Truist Community Capital, LLC 303 Peachtree Street, NE, 22<sup>nd</sup> Floor Atlanta, GA 30308</p> <p>and to:</p> <p>Catalyst CDE-37, LLC c/o Corporation for Supportive Housing 55 Broadway, 10<sup>th</sup> Floor New York, NY 10006</p>

If Ground Lessee sends a notice to the City alleging that the City is in breach of this Lease, Ground Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

**17. REPRESENTATION, WARRANTIES, AND COVENANTS OF GROUND LESSEE.** Ground Lessee hereby makes the following representations, warranties, and covenants to induce the City to enter into this Lease:

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

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

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

(d) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Ground Lessee, threatened against or affecting the Project, Ground Lessee 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.

(e) Ground Lessee 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 Ground Lessee that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its operation of the Leased Premises as contemplated hereunder.

(f) The statements made and information contained in the documentation provided by Ground Lessee to the City that are descriptive of Ground Lessee or the Project have been reviewed by Ground Lessee 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.

**18. TERMINATION PURSUANT TO HEALTH CENTER GROUND LEASE.** The City and Ground Lessee are also parties to that certain *Ground Lease* dated on or about the Effective Date hereof (the "**Health Center Ground Lease**"), relating to premises contiguous to the Leased Premises, pursuant to which Ground Lessee is constructing (or has constructed) an approximately 21,000 square foot public health center (the "**Health Center Leased Premises**"), as further described under the Health Center Ground Lease. In the event that the Health Center Ground Lease terminates or expires under its terms, including by Ground Lessee taking title to the Health Center Leased Premises pursuant to the Purchase Option (as defined in the Health Center Ground Lease), then this Lease shall automatically terminate.

**19. GENERAL PROVISIONS.**

(a) Entire Agreement. This Lease (including the exhibits hereto and the other agreements referred to herein, including, without limitation, the Development Agreement and the Sublease) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

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

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

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

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

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



(g) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's Office. At the request of either party, the parties shall execute a memorandum of lease for recording purposes in substantially the form attached hereto as Exhibit G (*Form of Memorandum of Lease (Ground Lease)*).

(h) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Lease.

(i) No Third Party Beneficiaries. The parties hereby agree that, except for the rights of Permitted Mortgagees under Section 9 hereof, no third party beneficiary rights are intended to be created by this Lease.

(j) No Brokers. The City and Ground Lessee represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

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

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

(m) Limitation on Liability. Notwithstanding any provision in this Lease or under applicable law, each of the parties agrees in accepting this Lease that it shall have no recourse to any members (individuals or entities), officers or employees of Ground Lessee, any member (individual or entity) of any committee of Ground Lessee, or any members, officers or employees of any Permitted Mortgagee (collectively, the "**Constituent Entities**"). Each of the parties further agrees that no Constituent Entity shall have any personal liability for any obligation under this Lease.

(n) Representation as to Authority. The City and Ground Lessee each represents to the other that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease have been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Lease.

(o) Counterparts. This Lease 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.

(p) Exhibits. The following exhibits are attached hereto and made a part hereof:

- Exhibit A – *Depiction of Crossroad Site*
- Exhibit B – *Legal Description of Crossroad Site*
- Exhibit C – *Depiction of Leased Premises*
- Exhibit D – *Legal Description of Leased Premises*
- Exhibit E – *Additional Requirements*
- Exhibit F – *Form of Memorandum of Lease (Ground Lease)*
- Exhibit G – *Parking Lot Operations*

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF CINCINNATI**

By \_\_\_\_\_  
Sheryl M. M. Long, City Manager

Date: \_\_\_\_\_, 2025

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Sheryl M. M. Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

*Ground Lessee Signature Page Follows*

**CHRISTIAN COMMUNITY HEALTH SERVICES** dba Crossroad Health Center

By \_\_\_\_\_,  
James J. Berrens, Chief Executive Officer

Date: \_\_\_\_\_, 2025

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by James J. Berrens, Chief Executive Officer of Christian Community Health Services, an Ohio nonprofit corporation dba Crossroad Health Center, on behalf of the nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A  
to Ground Lease

*Depiction of Crossroad Site*

TO BE ATTACHED

Exhibit B  
to Ground Lease

*Legal Description of Crossroad Site*

TO BE ATTACHED

Exhibit C  
to Ground Lease

*Depiction of Leased Premises*

TO BE ATTACHED

Exhibit D  
to Ground Lease

*Legal Description of Leased Premises*

TO BE ATTACHED



Exhibit E  
to Ground Lease

*Additional Requirements*

As used in this exhibit, the term “**Developer**” shall mean Ground Lessee, and the term “**Project**” shall mean the construction of the Improvements.

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 Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

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

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

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

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

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the

preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

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

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

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's 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 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 15<sup>th</sup>. 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 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 Section 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

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

(M) Wage Enforcement.

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

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

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

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn

and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

(N) Americans With Disabilities Act: Accessibility.

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

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

such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

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

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

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

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



Exhibit F

to Ground Lease

*Form of Memorandum of Lease (Ground Lease)*

SEE ATTACHED

----- space above for recording -----

**MEMORANDUM OF LEASE**

(Ground Lease – Crossroad – 55 years)

This Memorandum of Lease is executed this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 (“**Ground Lessee**”; such term to include each permitted assignee under the terms of the Ground Lease, as hereinafter defined).

1.

By virtue of instruments recorded in Deed Book 3818, Page 52, Deed Book 3816, Page 719, Deed Book 3854, Page 321, Deed Book 3828, Page 192, Deed Book 3863, Page 116, Official Record \_\_\_\_\_, Page \_\_\_\_\_, and Official Record \_\_\_\_\_, Page \_\_\_\_\_, in the Hamilton County, Ohio Recorder’s Office, the City owns certain real property located at 19 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, which property is depicted and more particularly described on Exhibit A (Site Plan) and Exhibit B (Legal Description) hereto (the “**Premises**”).

2. The City and Ground Lessee entered into a certain Ground Lease on \_\_\_\_\_, 2025 (the “**Ground Lease**”), pursuant to which the City leases the Premises to Ground Lessee.

3. The term of the Ground Lease commenced on the date set forth in paragraph 2 above (“**Commencement Date**”) and expires fifty-five (55) years thereafter (unless earlier terminated in accordance with the terms of the Ground Lease).

4. This Memorandum of Lease is executed solely for recording purposes, and nothing herein shall be deemed as modifying any of the terms or conditions of the Ground Lease.

[Signatures on Next Page]

**CITY OF CINCINNATI**

**CHRISTIAN COMMUNITY HEALTH SERVICES dba  
Crossroad Health Center**

By: \_\_\_\_\_  
Sheryl M.M. Long, City Manager

By: \_\_\_\_\_  
James J. Berrens, Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Sheryl M. M. Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by James J. Berrens, Chief Executive Officer of Christian Community Health Services, an Ohio nonprofit corporation dba Crossroad Health Center, on behalf of the nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by:

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

Exhibits:  
Exhibit A – *Site Plan*  
Exhibit B – *Legal Description*

Exhibit A  
to Memorandum of Lease

*Site Plan*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B  
to Memorandum of Lease

*Legal Description*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit G  
to Ground Lease

*Parking Lot Operations*

As used in this exhibit, the term “**Operator**” shall mean Ground Lessee or any sublessee, manager, operator or other person or entity that manages, operates, administers, or otherwise controls the day-to-day access to or operation of the Leased Premises, and the collection and administration of revenues for the same. Other terms shall have the meaning given in the body of the Lease above.

Any Operator of the Leased Premises shall be obligated to and comply with the following requirements in the operation of the Leased Premises:

1. Hours of Operation. Operator shall keep the parking lot open to the public 24 hours per day, 7 days per week, 52 weeks per year, or such other hours and times as may be approved in writing by the City. If the Operator intends to change the hours or times of operation of the Leased Premises, Operator shall first obtain written approval from the City not less than 30 days prior to changing such hours or times.
2. Maintenance, Repairs, and Services. Throughout the Lease Term, Operator shall keep the Leased Premises and abutting sidewalks in good, clean, and safe condition and repair. As such, and at Operator’s sole expense, Operator shall:
  - a. Promptly remove all garbage, trash, rubbish, dirt, debris, snow, and ice
  - b. Keep all trees and any landscaped portions of the Leased Premises neat and properly trimmed
  - c. Promptly repair any potholes or other damage or degradation to the improved surfaces of the Leased Premises
  - d. Maintain appropriate signage to direct and control vehicular and pedestrian use of and access to the Leased Premises, and that advertise that the parking lot is open to the public and indicating the hourly, daily and monthly parking rates. Such signage shall be designed in accordance with Sections 1425-31 and 1427 of the Cincinnati Municipal Code and is subject to the review and approval of the City.
  - e. Maintain sufficient and appropriate lighting of the Leased Premises to a standard not less than similar public parking spaces in the area
  - f. Maintain appropriate technology for the operation of the Leased Premises
  - g. Provide a sufficient number of parking attendees to reasonably assist in the daily operation of the Leased Premises
  - h. Provide all security and other services for the Leased Premises consistent with services offered at other parking facilities of similar size, age, and quality in the area
3. Reporting of Accidents and Other Significant Occurrences. Operator shall keep the City informed of all reported accidents and other significant, unanticipated occurrences at or otherwise affecting the Leased Premises that involve matters of public health or safety or that could result in negative publicity for the operation of the Leased Premises or the City.
4. Parking Rates. Throughout the Term, Operator shall establish hourly, daily, and monthly parking rates for the parking spaces in the Leased Premises, which are set at commercially reasonable amounts that are necessary to cover the expenses of operating the Leased Premises (the “**Proposed Parking Rates**”). Prior to the beginning of each calendar year during the Term, Operator shall deliver the Proposed Parking Rates to the City Manager in writing for the City Manager’s review and approval, such approval not to be unreasonable withheld or delayed. Once the City Manager has approved of the Proposed Parking Rates (the “**Approved Parking Rates**”), Operator shall not permit any changes to the Approved Parking Rates without the written consent of the City Manager.

5. Collection of Revenue. Throughout the Term, Operator shall collect and retain all user parking fees and other revenue generated from the operation of the Leased Premises, including all interest earned from the Operating Account (collectively the “**Parking Lot Revenue**”) and promptly deposit all such Parking Lot Revenue, if any, in a federally-insured interest-bearing bank account in the name of Operator (the “**Operating Account**”) to be used for the Eligible Costs (as defined below), consistent with the priority uses identified in Section 6 below. Upon request by the City, Operator shall, within 10 days of such request by the City, provide the City with copies of bank statements for the Operating Account. Operator shall not commingle any other funds in the Operating Account.
  
6. Eligible Costs. Operator shall only use Parking Lot Revenue for the following uses (collectively, the “**Eligible Costs**”), listed below in order of priority:
  - a. **First**, to pay all costs associated with the operation, maintenance, repair, and replacement of the Leased Premises, including without limitation charges for gas, electricity, water, sewer, telephone, and all other utilities, insurance costs, real estate taxes (if applicable), service payments, installments of assessments that become due and payable during the Term, salaries, benefits, bonuses, and other compensation for Operator’s personnel and employees managing and overseeing the Leased Premises (the “**Operating Expenses**”),
  - b. **Second**, to pay the Management Fee (as defined below); and
  - c. **Third**, to support operations of the Findlay Community Center, as set forth in that certain Professional Services Management Agreement between the City and Findlay Community Center Manager, LLC (the “**Community Center Management Agreement**”);
  - d. **Fourth**, in the event that the Community Center Management expires or is sooner terminated, then the Parking Lot Net Operating Income (NOI) shall be remitted to the City on an annual basis, unless otherwise agreed upon in writing between the City and Operator. For purposes of this Agreement, “**Parking Lot Net Operating Income (NOI)**” shall mean the gross annual Parking Lot Revenue, less the Operating Expenses and the Management Fee.

If the sum of the Parking Lot Revenue is insufficient to cover the Eligible Costs, Operator shall be solely liable for the shortfall. The City shall have no obligation to pay any costs or expenses associated with the Leased Premises or its operation.

7. Management Fee. Operator shall be entitled to retain a management fee as payment for its services associated with managing the Leased Premises (the “**Management Fee**”), which fee shall be calculated on an annual basis as an amount not to exceed 5% of the annual gross Parking Lot Revenue.
  
8. Excess Revenue at Lease Termination. In the event that the Lease, Sublease, or any other agreement governing Operator’s operation of the Leased Premises is terminated due to a default of Operator, Operator shall immediately transfer to the City all funds in the Operating Account at the time Operator received notice of such termination.
  
9. Other Parking Agreements: Throughout the Term of the Lease, the Operator shall obtain written approval from the City prior to entering into any agreements for parking passes (or spaces, if applicable) within the Leased Premises at parking rates lower than what has been approved by the City. Such approval shall be obtained not less than thirty (30) days prior to execution of any such agreement. The City reserves the right to deny such approval, at its sole discretion. Once approval of the agreement between Operator and a specific person or entity has been approved by the City, Operator will not be required to seek subsequent approval for that same person or entity whose agreement was approved by the City, *unless* the parking rate to be charged by Operator to that person or entity is further reduced.

10. Reporting Requirements. Throughout the Term of the Lease, Operator shall deliver the following information to the City:
- a. Operating budget (annually), no later than March 31 each year;
  - b. Annual operating reports, in the same form and manner as the Annual Operating Report (as defined in the Community Center Management Agreement) no later than March 31 each year, and
  - c. Financial statements (annually) no later than the date that is 180 days after the end of the calendar year.

The City retains the right to request the above-described information at any point during the Term of the Lease and the same shall be provided within 30 days of such a request.

11. Right to Inspect. During the Term of the Lease, the City and any of its designated representatives shall have the right to inspect all financial, accounting, administrative, and operational accounts, books, records, statements, and the like of Operator as they relate to the Leased Premises. Operator shall preserve all such information in a manner that is readily available for presentation to the City. The City shall further have the right to inspect the Leased Premises at any time to ensure that Operator adheres to the maintenance obligations set forth herein.



Exhibit H  
to Funding and Development Agreement

*Form of Parking Project Sublease*

TO BE ATTACHED

Exhibit I  
to Funding and Development Agreement

*Form of Health Center Ground Lease*

SEE ATTACHED

Contract No: \_\_\_\_\_

Project: Crossroad Health Center

## GROUND LEASE

(City's lease of property to Christian Community Health Services DBA Crossroad Health Center for redevelopment and construction of a 21,000-square-foot public health center – 55 years)

THIS GROUND LEASE (this "**Lease**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 ("**Ground Lessee**").

### RECITALS:

A. The City is the fee owner of certain real property located at 1712 Race Street in the Over-the-Rhine neighborhood of the City of Cincinnati, as depicted on Exhibit A (*Depiction of Leased Premises*) hereto, and more particularly described on Exhibit B (*Legal Description of Leased Premises*) hereto (the "**Leased Premises**"), all as more particularly described in Section 1 below.

B. Pursuant to a certain *Funding and Development Agreement* dated \_\_\_\_\_, 2025 (the "**Development Agreement**"), by and among the City, Ground Lessee, and Cincinnati Center City Development Corporation, an Ohio nonprofit corporation, Ground Lessee will cause the redevelopment of the Leased Premises, into an approximately 21,000-square-foot public health center (referred to herein as the "**Project**" or the "**Improvements**" as the case may be) at an estimated total construction cost of \$[\_\_\_\_\_], which, following completion of the construction, will offer comprehensive health services, counseling, and other resources to residents of Cincinnati.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents and is consistent with the public purposes and provisions of applicable federal, state, and local laws and requirements.

D. The City's Real Estate Services Division has determined, by appraisal, that the current fair market rental value of the Leased Premises is \$85,000 per year.

E. The City has determined that (i) the economic and noneconomic benefits from this Lease equal or exceed the fair market rental value of the Leased Premises because Ground Lessee's construction of the Improvements and operation of the Leased Premises will significantly enhance the use of the Leased Premises for community health purposes, and (ii) eliminating competitive bidding in connection with the City's lease of the Leased Premises is in the best interest of the City because of the economic development, financial, and societal benefits that the City will achieve from the Project for the benefit of the residents of Cincinnati and, in particular, the residents of the Over-the-Rhine neighborhood.

F. There is no City funding being provided under this Lease.

G. Notwithstanding anything herein to the contrary, and based on the terms of this Lease, the City has determined that the Leased Premises will not be needed for other municipal purposes during the Term (as defined below).

H. City Planning Commission, having the authority to approve the change in use of the Leased Premises, approved the City's lease of the Leased Premises to Ground Lessee at its meeting on January 17, 2025.

I. Cincinnati City Council authorized the execution of this Lease to facilitate the Project pursuant to Ordinance No. [\_\_\_\_]-2025, duly passed on [\_\_\_\_], 2025.

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

**1. LEASE OF LEASED PREMISES.**

(a) Definitions. Notwithstanding the definitions set forth in the recitals hereof, as used hereinafter, "**Leased Premises**" means the property located at 1712 Race Street in the City of Cincinnati and State of Ohio, including all land, as shown on Exhibit A (Depiction of Leased Premises) and described on Exhibit B (Legal Description of Leased Premises) hereto, and, where applicable, together with the appurtenant easements that benefit the Leased Premises as described in Section 1(b) below.

(b) Grant. On the terms and conditions set forth in this Lease, the City does hereby lease the Leased Premises to Ground Lessee, and Ground Lessee does hereby lease the Leased Premises from the City, for the Term. The City leases the Leased Premises to Ground Lessee (i) subject to the easements that encumber the Leased Premises, and (ii) together with the easements that benefit the Leased Premises.

(c) [Duke Energy, GCWW, MSD, and AltaFiber. Ground Lessee acknowledges that the local utility providers, Duke Energy, Greater Cincinnati Water Works, Metropolitan Sewer District of Greater Cincinnati, and AltaFiber may have existing aboveground and underground facilities in the area. Ground Lessee shall (i) ensure that such existing facilities are not disturbed and that the utility providers' access to the Leased Premises is not denied or unreasonably impaired, (ii) be responsible for paying all costs of relocating such utilities if relocation is desired in connection with the Project, and (iii) be responsible for reimbursing the utility providers for the cost of repairing any and all damage to such facilities caused by Ground Lessee, its employees, agents, contractors, subcontractors, licensees or invitees in connection with the Project.]

(d) As-Is Condition. The parties acknowledge and agree that, as part of the redevelopment of the Leased Premises, Ground Lessee will be conducting its own title search, survey work, environmental assessments, soil and geotechnical studies, and other due diligence in order to familiarize itself with the condition and characteristics of the Leased Premises. The City has not made any representations or warranties concerning the title, condition or characteristics of the Leased Premises or the suitability or fitness of the Leased Premises for the operation of a public health center, and Ground Lessee acknowledges and agrees that Ground Lessee is not relying upon any such representations or warranties from the City. Without limitation of the foregoing, under no circumstances shall the City be responsible or liable for any preexisting environmental conditions affecting the Leased Premises. On the Commencement Date (as defined below), Ground Lessee shall accept the Leased Premises in "as is" condition.

(e) Title Matters. The rights herein granted to Ground Lessee are subject and subordinate to the rights of utility providers and others to enter upon the Leased Premises from time to time pursuant to recorded easements, those easements granted by law under Ohio Revised Code Section 723.041, and the like affecting the Leased Premises (if any). Ground Lessee shall not take any actions that would violate any easements, covenants, restrictions or other matters of record affecting the Leased Premises. Ground Lessee shall not have the right to grant any easements or otherwise encumber the City's title to the Leased Premises without the City's prior written consent, and Ground Lessee acknowledges that any further encumbrances require approval of City Council under the Cincinnati Municipal Code. The City shall have the right to grant easements to third parties and to take whatever other actions affecting the Leased Premises as may be deemed reasonably necessary by the City so long as such actions do not unreasonably impair the rights granted to Ground Lessee under this Lease; however, the City shall not grant a mortgage on the Leased Premises to any third party. The foregoing notwithstanding, the City

represents to Ground Lessee that, to the best of its actual knowledge, (i) the City has not previously leased the Leased Premises or any portion thereof to any third party, and (ii) there is no litigation, pending or threatened, that would affect the City's performance under this Lease or impair Ground Lessee's rights hereunder.

(f) Coordinated Report Conditions. Ground Lessee acknowledges that it has received a copy of, and must satisfy any and all conditions set forth in City Coordinated Report #73-2024, unless and until each condition set forth therein has been satisfied or waived in writing by the City at the City's sole and absolute discretion. Said Coordinated Report #73-2024 and the conditions provided therein are hereby incorporated as material terms, conditions, and obligations of Ground Lessee under this Lease, including, without limitation, creating new utility easements if required by the responding utility companies.

(g) City's Right to Access Leased Premises. The City shall have the right for its employees and agents to enter upon the Leased Premises from time to time, for any purpose, including, without limitation, accessing adjacent City-owned property and any City-owned utilities on the Leased Premises; provided, however, that in exercising such rights (i) the City shall not unreasonably disrupt Ground Lessee's use of the Leased Premises for the approved permitted uses, and (ii) except in emergencies, the City shall give Ground Lessee reasonable written notice prior to entering the Leased Premises. Notwithstanding the foregoing, nothing in this paragraph shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

## **2. CONSTRUCTION; OWNERSHIP OF IMPROVEMENTS.**

(a) Construction. Ground Lessee shall commence construction at the Leased Premises promptly following the Effective Date and shall thereafter diligently pursue the same until completion, in accordance with the requirements set forth on Exhibit C (Construction Requirements) and Exhibit D (Additional Requirements) hereto.

(b) Ownership of Improvements. Throughout the Term, Ground Lessee shall be deemed to be the owner of the Improvements for federal income tax purposes (by way of clarification, this provision shall mean the Improvements only and Ground Lessee's interest in the land shall be only the leasehold interest created under this Lease), and the parties hereto shall take no position to the contrary.

**3. TERM**. The term (the "**Term**") of this Lease shall commence on the Effective Date (also referred to herein as the "**Commencement Date**"), and, unless sooner terminated in accordance with the provisions of this Lease, shall expire on the date that is **fifty-five (55) years** after the Commencement Date (herein, the "**Expiration Date**"). All obligations of Ground Lessee under this Lease that have accrued but have not been fully performed as of the Expiration Date or sooner termination date of this Lease, including, without limitation, indemnity obligations, shall survive such expiration or termination until fully performed. If the parties desire to extend the Term of this Lease upon the expiration of the initial Term, the parties shall negotiate in good faith the terms and conditions of such extension.

**4. PERMITTED USE**. The Leased Premises shall be used solely for the redevelopment, leasing, and operation of a public health center, and any and all ancillary uses reflected on the final professionally prepared architectural plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Final Plans**"). Ground Lessee shall operate the Leased Premises in accordance with the requirements set forth in Exhibit E (Health Center Operational Requirements) hereto. Ground Lessee shall maintain the Leased Premises in compliance with all applicable federal, state, and local laws, codes, ordinances, and other governmental requirements applicable to the Leased Premises, including, without limitation, all environmental laws and those set forth on Exhibit D hereto (collectively, "**Legal Requirements**"). Ground Lessee's temporary closing of portions of the Leased Premises for maintenance and repairs shall not constitute a violation of this section, provided that such activities are done in accordance with all Legal Requirements.

**5. RENT.**

(a) Base Rent. Ground Lessee shall pay the City base rent ("**Base Rent**") in the amount of One Dollar (\$1.00) per year (e.g., \$55.00 in the aggregate for the Term). Ground Lessee shall pay the City Base Rent in advance for the Term concurrently with its execution of this Lease.

(b) Additional Expenses. This is a "triple net" lease, and throughout the Term, Ground Lessee shall pay all costs and expenses associated with the Leased Premises. Ground Lessee shall make (or cause to be made) payments for all such costs or expenses directly to the persons or entities to whom such payments are owed. In the event that Ground Lessee fails to make, or cause to be made, payment for any cost or expense associated with the Leased Premises in a timely manner, the City shall have the right, but not the obligation, to make such payment on behalf of Ground Lessee. To the extent that the City, rather than Ground Lessee, pays any cost or expense that would otherwise be payable by Ground Lessee under this Lease, Ground Lessee shall reimburse the City for such costs or expenses, as additional rent, within 30 days after Ground Lessee's receipt of documentation substantiating the same.

(c) Late Charge. If Ground Lessee fails to pay Base Rent or any other amount due and payable to the City under this Lease when due, and the same remains overdue for longer than 30 days past the due date, the overdue amount shall thereafter bear interest until paid at the greater of 10% or the rate that is 4% higher than the prime rate then most recently published in the Wall Street Journal, but in no case greater than the highest legal rate.

**6. REAL ESTATE TAXES.** If the Leased Premises is, or becomes subject to, real estate taxes, then Ground Lessee shall pay (or cause to be paid) all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term, if any. Upon each such payment, Ground Lessee shall furnish the City with appropriate evidence of payment. If Ground Lessee institutes proceedings to contest the validity or amount of such taxes, the City, at no cost to the City, shall cooperate with Ground Lessee to the extent that the participation of the owner of the lessor's interest under this Lease is required, but Ground Lessee may not defer or fail to timely make payment of such taxes during such contest. Ground Lessee shall be entitled to any and all amounts recovered which relate to tax payments previously made by Ground Lessee. Notwithstanding the foregoing, the City reserves the right to evaluate, on a case-by-case basis, the merit of Ground Lessee's contest and reserves the right not to cooperate in such contest if, in the reasonable determination of the City, such contest would not be in the best interest of the public. In the event that any taxes are levied against the Leased Premises, for any reason, and the same are not paid in a timely manner by Ground Lessee, the City shall have the right, but not the obligation, to pay such taxes on behalf of Ground Lessee and any payment so made shall be due to the City from Ground Lessee in the manner described in Section 5(b) above for other costs and expenses and be subject to the late charge of Section 5(c).

**7. MAINTENANCE AND REPAIRS; COVENANT AGAINST WASTE.**

(a) Maintenance and Repairs. During the Term of this Lease, Ground Lessee shall assume all responsibility for the maintenance and repair of the Leased Premises, including keeping the Leased Premises and the sidewalks, curbs, and landscaping clean and in a continuous state of good, safe, orderly, and sanitary condition and repair, and free of accumulations of dirt, rubbish, debris, snow, and ice. The City shall not have any maintenance or repair obligations or any obligation to provide services for the benefit of the Leased Premises under this Lease.

(b) Covenant Against Waste. During the Term of this Lease, Ground Lessee shall not cause or permit any waste, damage, or injury to the Leased Premises.

## 8. ALTERATIONS; SIGNS; NO LIENS.

(a) Alterations. From and after substantial completion of the construction of the Improvements, Ground Lessee shall not make any material alterations, additions or other changes to the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld, including, without limitation, changes that affect the structural portions of the Improvements, the mechanical equipment serving the Improvements or the Leased Premises, the utility systems serving the Improvements, or the ingress, egress or traffic flow within the Leased Premises, nor shall Ground Lessee make any alterations, additions or other changes that would diminish the fair market value of the Leased Premises or which are not consistent with the purposes of the Project. Ground Lessee shall have the right to make all minor and cosmetic type alterations to the Leased Premises without having to obtain the City's prior consent. All alterations made by Ground Lessee shall be made in a good and workmanlike manner, in compliance with all Legal Requirements, shall not diminish the value of the Leased Premises, and shall be consistent with the quality, design, functionality, and aesthetic appeal of the Leased Premises. Once installed, Ground Lessee shall not remove such alterations (unless such removal shall have been consented to in writing by the City), and Ground Lessee shall surrender the same to the City at the end of the Term as described in Section 15 (*Surrender; Holdover*) below.

(b) Signs. Ground Lessee shall be permitted to install such directional, informational, advertising and other signs at the Leased Premises as Ground Lessee deems appropriate provided that all such signs comply with all Legal Requirements. Ground Lessee shall, at its expense, keep all signs in good condition and repair.

(c) No Liens. If any mechanics' lien or other similar lien is filed against the Leased Premises as a result of labor or material furnished at Ground Lessee's request, Ground Lessee shall cause the lien to be released or bonded off within 30 days following the filing of such lien.

## 9. PERMITTED LEASEHOLD MORTGAGES.

(a) Permitted Mortgages. The parties acknowledge and agree that, in connection with the redevelopment of the Leased Premises, (i) Ground Lessee has obtained or will obtain a construction loan from CATALYST CDE-37, LLC, a Delaware limited liability company ("**Catalyst**") in an amount not to exceed \$11,580,000 (the "**Catalyst Loan**"), and a construction loan from TCDE 135, LLC, a Georgia limited liability company ("**TCDE**"; and together with Catalyst, the "**Permitted Mortgagee**") in an amount not to exceed \$2,000,000 (the "**TCDE Loan**"), and (ii) following the parties' execution of this Lease, Ground Lessee may grant, with respect to Ground Lessee's leasehold interests in the Leased Premises, that certain *Open-End Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing* securing the Catalyst Loan and the TDE Loan on the Lease Premises in favor of the Permitted Mortgagee (the "**Permitted Mortgage**"). Notwithstanding the foregoing, the City shall not be required to subject the Property to the lien of any other financing or mortgage sought or obtained by Ground Lessee, and Ground Lessee shall not permit any other lien to be recorded against the Leased Premises, without the express written consent of the City. Ground Lessee shall not refinance the debt on the Leased Premises without prior written authorization from the City (including written recommendation by the City's Finance Director). At the end of the Term, Ground Lessee shall surrender the Leased Premises to the City free and clear of the Permitted Mortgage, and any other liens the City may have authorized hereunder.

(b) Notice to Permitted Mortgagees and Opportunity to Cure. If the City sends a notice of default to Ground Lessee under this Lease and intends to exercise any right it may have under this Lease to terminate this Lease by reason of such default, the City shall, prior to exercising such right, send a copy of such notice of default to each Permitted Mortgagee pursuant to Section 16 hereof and at the address set forth therein. The City shall send notices to the Permitted Mortgagees in the same manner in which the City sends notices to Ground Lessee under this Lease. Notwithstanding anything in Section 12 (*Default; Remedies*) below to the contrary, the City shall permit each Permitted Mortgagee a reasonable

opportunity to cure Ground Lessee's default; provided, however, that if the Permitted Mortgagee has not notified the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default (by way of instituting foreclosure proceedings or otherwise), or if the Permitted Mortgagee notifies the City in writing, within 60 days after receiving a copy of the notice of default, that the Permitted Mortgagee has commenced to cure the default but the Permitted Mortgagee fails to completely cure the default to the City's reasonable satisfaction within 120 days after receiving a copy of the notice of default, the City shall be free to exercise its right to terminate this Lease. Nothing in this Lease shall be construed as requiring any Permitted Mortgagee to cure defaults of Ground Lessee under this Lease. If the nature of the default is such that the Permitted Mortgagee determines that, in order to cure such default, it is necessary to hire a contractor or other third party to do work on-site, all such persons and companies shall be subject to the City's prior written approval and shall perform such work in accordance with all Legal Requirements.

(c) Ground Lessee's Default under Permitted Mortgages. If Ground Lessee receives a notice of default from any Permitted Mortgagee, Ground Lessee shall promptly send a copy of each such notice to the City. If, as a result of Ground Lessee's default under a Permitted Mortgage, the Permitted Mortgagee exercises any right that it may have under the Permitted Mortgage to institute foreclosure proceedings, the acquisition of Ground Lessee's leasehold estate by the Permitted Mortgagee or purchaser at foreclosure shall not be effective unless and until (i) if Ground Lessee is then in default under this Lease, all rent and other amounts then owed by Ground Lessee under this Lease shall have been paid and all nonmonetary defaults under this Lease that are capable of being cured shall have been cured; (ii) the City shall have received financial and business information that establishes to the City's satisfaction that such Permitted Mortgagee or purchaser at foreclosure has the financial strength and business experience to satisfactorily perform the obligations of Ground Lessee under this Lease (provided that each of Catalyst and TCDE shall be deemed to satisfy the requirements of this clause provided the financial condition of each shall have remained stable since the Effective Date hereof); and (iii) the City shall have received a copy of the fully executed instrument evidencing such acquisition containing an express assumption by the Permitted Mortgagee or purchaser at foreclosure of all of Ground Lessee's obligations and liability under this Lease. The City may waive any or all of such requirements in the preceding sentence at its sole discretion. Ground Lessee shall reimburse the City for any and all out-of-pocket costs incurred by the City in connection with any such mortgage foreclosure.

(d) Subordination of City's Rights of Distraint with Respect to Ground Lessee's Personal Property. Notwithstanding any existing or future statute, law or rule of law to the contrary, the City hereby agrees that any rights of distraint arising in favor of the City under this Lease to any machinery, equipment, apparatus, appliances, goods, chattels and any other personal property located upon the Leased Premises or any portion thereof and belonging to Ground Lessee shall be subject and subordinate to the rights of any holder of a Permitted Mortgage. Although the foregoing subordination shall be self-operative without the necessity for any further instrument or document, the City hereby agrees, upon written request from Ground Lessee, to furnish written confirmation thereof to Ground Lessee and any vendor, supplier, holder of a security interest in Ground Lessee's property, or any other third party designated by Ground Lessee.

(e) City's Transfer of its Interest in the Leased Premises. If during the Term of this Lease the City sells or otherwise transfers its interest in the Leased Premises to a third party, such sale or transfer shall be subject to this Lease and to the rights of each Permitted Mortgagee hereunder.

## **10. INSURANCE; INDEMNITY.**

(a) Insurance. From and after substantial completion of construction and thereafter throughout the Term, Ground Lessee shall maintain, or shall cause to be maintained, the following insurance:

(i) special peril (formerly known as "all-risk") full replacement cost insurance on the Improvements, naming the City and Ground Lessee as their interests may appear;



(ii) property insurance on any and all personal property of Ground Lessee from time to time located at the Leased Premises in the amount of the full replacement cost thereof;

(iii) Commercial General Liability insurance covering claims for bodily injury, personal injury or death, and property damage occurring at the Leased Premises in an amount not less than \$3,000,000 per occurrence, combined single limit or such additional amount as the City or its insurance or risk advisors may determine from time to time to be customary for comparable facilities in the Cincinnati area, naming the City as an additional insured;

(iv) workers' compensation insurance as required by law; and

(v) such other or additional amounts of insurance as may be required under any and all Permitted Mortgages.

The insurance requirements during the initial construction of the Improvements are set forth in the Development Agreement.

(b) Policy Requirements. Ground Lessee's insurance policies shall (i) be written in standard form by insurance companies authorized to do business in Ohio and having an A.M. Best rating of A VII or better, (ii) provide that they may not be canceled or modified without at least 30 days prior written notice to the City, and (iii) be primary and non-contributory with respect to insurance maintained by the City. Prior to the date on which the redeveloped Leased Premises is opened to the public, and annually thereafter, Ground Lessee shall provide the City with a certificate of insurance evidencing the insurance required to be maintained by Ground Lessee hereunder.

(c) Waiver of Subrogation. Ground Lessee hereby waives all claims and rights of recovery, and on behalf of Ground Lessee'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 Lease to be maintained by Ground Lessee, 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 Ground Lessee shall at all times protect itself against such loss or damage by maintaining adequate insurance. Ground Lessee shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(d) Indemnity. The City assumes no responsibility for any acts, errors or omissions of Ground Lessee or any employee, agent, representative or any other person acting or purporting to act for or on behalf of Ground Lessee. Ground Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City, its officers, council members, employees, agents, contractors and subcontractors (collectively, the "**Indemnified Parties**") harmless from and against all costs (including, without limitation, legal costs), losses, claims, demands, actions, suits, judgments, claims for relief, damages and liability suffered or incurred by or asserted against the Indemnified Parties or any one or more of them as a result of or arising from (i) the acts of Ground Lessee, its agents, employees, licensees, invitees, contractors, subcontractors or anyone else acting at the request of Ground Lessee in connection with Ground Lessee's activities at or with respect to the Leased Premises, (ii) in connection with any breach by Ground Lessee, or any sublessee or assignee, under this Lease, or (iii) any and all claims arising during the Term of this Lease from any condition of the Leased Premises, or of any space therein or appurtenant or adjoining thereto.

**11. CASUALTY; EMINENT DOMAIN.** If the Improvements are damaged or destroyed by fire or other casualty, or if any portion of the Leased Premises is taken by exercise of eminent domain (federal, state or local), Ground Lessee shall repair and restore the Leased Premises, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Leased Premises and the Improvements were in immediately prior to such occurrence. The City and Ground Lessee shall

jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If insurance proceeds under Ground Lessee's insurance policies are paid to the City as the owner of the fee simple title to the land, the City shall turn over such proceeds to Ground Lessee for Ground Lessee's use in repairing and restoring the Leased Premises and Improvements. If the proceeds are insufficient to fully repair and restore the Leased Premises and Improvements, the City shall not be required to make up the deficiency. Ground Lessee shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, complying with all Legal Requirements and obtaining the City's approval of the plans and specifications if they deviate from the Final Plans. Ground Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises and Improvements are being repaired or restored.

## **12. DEFAULT; REMEDIES.**

(a) Default. Each of the following shall constitute an "**Event of Default**" by Ground Lessee under this Lease:

- (i) Nonpayment. If Ground Lessee fails to pay rent or any other sum payable to the City hereunder when due, and such failure to pay continues for longer than 30 days after Ground Lessee receives written notice thereof from the City;
- (ii) Failure to Perform. If Ground Lessee fails to perform or observe any of the other covenants, terms or conditions contained in this Lease, and such failure continues for longer than 30 days after Ground Lessee receives written notice thereof from the City; provided, however, that if such failure is not reasonably susceptible of being cured within such 30 day period, an Event of Default shall not be deemed to have occurred if Ground Lessee commences to cure such failure within such 30 day period and thereafter diligently pursues such cure to completion and, in fact, cures such failure within 90 days after Ground Lessee receives written notice of the default from the City. If any default is of the nature which is not reasonably susceptible of being cured within 30 days, Ground Lessee shall provide written notice to the City of such fact within 30 days of receipt of the notice of default. The foregoing notwithstanding, if the failure 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 Ground Lessee fails to take corrective action immediately upon discovering such dangerous condition or emergency;
- (iii) Bankruptcy; Insolvency. The commencement of levy, execution or attachment proceedings against Ground Lessee or any of the assets of Ground Lessee, or the application for or appointment of a liquidator, receiver, custodian, sequester, conservator, trustee, or other similar judicial officer; or the insolvency in the bankruptcy or equity sense, of Ground Lessee; or the assignment for the benefit of creditors, or the admission in writing of an inability to pay debts generally as they become due, or the ordering of the winding-up or liquidation of the affairs of Ground Lessee; or the commencement of a case by or against Ground Lessee under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar laws, state or federal, or the determination by Ground Lessee to request relief under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar proceeding, state or federal, including, without limitation, the consent by Ground Lessee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequester or similar official for it or for any of its property or assets (unless, in the case of involuntary proceedings, the same shall be dismissed within 90 days after institution); or

(iv) Development Agreement. Any event of default occurs (beyond any applicable notice and cure periods) under the Development Agreement.

(b) Remedies. Upon the occurrence of an Event of Default that continues beyond the applicable notice and cure period (if any) provided for under Section 12(a) above, the City shall be entitled to (i) terminate this Lease by giving Ground Lessee written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, including retaking the Leased Premises and excluding Ground Lessee from the same, and seizing and enforcing liens against any personal property of Ground Lessee at the Leased Premises, all at the expense of Ground Lessee, and (iii) exercise any and all other rights and remedies under this Lease or available at law or in equity, including, without limitation, pursuing an action for specific performance; all such rights and remedies being cumulative. Ground Lessee shall be liable for all costs and damages, including, without limitation, legal fees, suffered or incurred by the City as a result of a default of Ground Lessee under this Lease or the City's enforcement or termination of this Lease. Ground Lessee shall pay all such costs and damages within 30 days after receiving documentation from the City of the amount due. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Lease shall not constitute a waiver of the breach of such covenant or of such remedy. Nothing contained in this Lease shall limit or prejudice the right of a party to prove for and obtain as damages incident to a termination of this Lease in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(c) Rights of Permitted Mortgagees. Notwithstanding the City's termination rights provided for in Section 12(b) above, prior to exercising such termination rights the City shall provide each Permitted Mortgagee with notice and an opportunity to cure as described in Section 9(b) above.

**13. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING.** Ground Lessee acknowledges that the City is entering into this Lease because of the City's confidence that Ground Lessee has the financial backing, business experience, and community support that are necessary to carry out the redevelopment and operation of the Leased Premises as outlined herein. Ground Lessee acknowledges that the City shall not be expected to consent to a proposed assignment by Ground Lessee of its interest under this Lease, or to a proposed sublease of all or any portion of the Leased Premises to any person or entity in which the City does not have similar confidence. Any attempt by Ground Lessee to assign or otherwise transfer its interests under this Lease, or to sublease all or any portion of the Leased Premises to a third party without the City's prior written consent (which shall not be unreasonably withheld or delayed) shall be null and void and shall, at the option of the City, constitute a default of Ground Lessee under this Lease. The foregoing notwithstanding, if Ground Lessee transfers its interests under this Lease to an affiliate, or to the surviving entity in a merger involving Ground Lessee, or to the purchaser of all or substantially all of Ground Lessee's assets or ownership interests, such transfer shall not constitute a prohibited assignment or sublease for purposes of this section. As used in the preceding sentence, an "affiliate" of Ground Lessee means an entity that controls, or is controlled by, or is under common control with, Ground Lessee. For purposes hereof "control" shall mean the power, exercisable jointly or severally, to manage and direct the business and affairs of a party through the ownership of more than 50% of membership or partnership interests, corporate stock and/or voting rights. Ground Lessee shall not assign its interests under this Lease pursuant to the preceding three sentences without the prior written consent of the City, which must first be requested by Ground Lessee giving the City at least 60 days prior written notice thereof. No assignment or sublease by Ground Lessee of its rights or obligations under this Lease to a third party shall relieve Ground Lessee from any liability to the City under this Lease. [Notwithstanding the foregoing, Ground Lessee may, without the consent of but with notice to the City, sublease a portion of the Leased Premises to be used as a dental office.]

**14. ESTOPPEL CERTIFICATES.** Within 15 days after written request from the other party (or, with respect to certificates from the City, within such longer period of time as may be reasonably needed in order to obtain all required governmental authorizations and signatures), each party shall execute and

deliver to the requesting party an estoppel certificate (a) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Lease, and, if so, specifying the nature of such default, and (c) covering such other matters pertaining to this Lease as the requesting party may reasonably request.

**15. SURRENDER; HOLDOVER.**

(a) Surrender. On the last day of the Term of this Lease, Ground Lessee shall surrender the Leased Premises, including Improvements, to the City in good condition and repair, reasonable wear and tear excepted, and free and clear of all mortgages and other monetary liens (except those, if any, caused by the City). From and after the date of surrender, the City shall be deemed to be the owner of the Improvements for all purposes. On or before the last day of the Term, Ground Lessee shall remove all of Ground Lessee's personal property, and any property not so removed shall be deemed abandoned. Ground Lessee shall not remove any signs, trade fixtures, ordinary fixtures or equipment used in connection with the Leased Premises and Improvements unless the City approves of such removal in writing. Ground Lessee shall promptly repair any and all damage to the Leased Premises, including the Improvements, caused by its removal of any items under this paragraph.

(b) Holdover. If Ground Lessee fails to surrender possession of the Leased Premises to the City at the end of the Term, such holdover shall be deemed as creating a tenancy-at-will on all of the same terms and conditions as set forth herein (except for the duration of the Term), terminable immediately by the City at any time by giving written notice thereof to Ground Lessee. Ground Lessee shall be liable for all costs and damages suffered or incurred by the City as a result of Ground Lessee's holding over.

(c) Documents to be Delivered to City. At the end of the Term, Ground Lessee shall deliver to the City originals of all books and records, unpaid invoices, operating manuals, contracts with third parties, warranty information, and all other written materials and documents that are in Ground Lessee's possession or under Ground Lessee's control and that are reasonably needed in order for there to be a seamless transition with respect to the operation of the Leased Premises.

**16. NOTICES.** All notices required to be given to any party under this Lease shall be in writing and (a) personally delivered, (b) deposited in the United States mail, first class, postage prepaid, or (c) delivered by a nationally recognized overnight courier service, to the parties at the following addresses or such other address as either party may specify from time to time by notice to the other. Notices shall be deemed given upon receipt.

To the City:  City of Cincinnati 801 Plum Street Cincinnati, Ohio 45202 Attention: City Manager	To Ground Lessee:  Crossroad Health Center 1712 Race Street Cincinnati, Ohio 45202 Attention: James Berrens
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<p>With a copy to:</p> <p>TCDE 135, LLC  c/o Truist Community Capital, LLC  303 Peachtree Street, NE, 22<sup>nd</sup> Floor  Atlanta, GA 30308</p> <p>and to:</p> <p>Catalyst CDE-37, LLC  c/o Corporation for Supportive Housing  55 Broadway, 10<sup>th</sup> Floor  New York, NY 10006</p>	<p>With a copy to:</p> <p>Keating Muething &amp; Klekamp PLL  One East Fourth Street, Suite 1400  Cincinnati, Ohio 45202  Attention: Geoff Leder, Esq.</p> <p>and to:</p> <p>TCDE 135, LLC  c/o Truist Community Capital, LLC  303 Peachtree Street, NE, 22<sup>nd</sup> Floor  Atlanta, GA 30308</p> <p>and to:</p> <p>Catalyst CDE-37, LLC  c/o Corporation for Supportive Housing  55 Broadway, 10<sup>th</sup> Floor  New York, NY 10006</p>
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If Ground Lessee sends a notice to the City alleging that the City is in breach of this Lease, Ground Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

**17. REPRESENTATION, WARRANTIES, AND COVENANTS OF GROUND LESSEE.**

Ground Lessee hereby makes the following representations, warranties, and covenants to induce the City to enter into this Lease:

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

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

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

(d) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Ground Lessee, threatened against or affecting the Project, Ground Lessee 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.

(e) Ground Lessee 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 Ground Lessee that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its operation of the Leased Premises as contemplated hereunder.

(f) The statements made and information contained in the documentation provided by Ground Lessee to the City that are descriptive of Ground Lessee or the Project have been reviewed by Ground Lessee 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.

#### **18. PURCHASE OPTION; RIGHT OF FIRST REFUSAL; REPURCHASE OPTION.**

(a) Purchase Option. On or after the last day of the 7<sup>th</sup> year of the Term, provided no event of default has occurred and is then continuing under this Lease, Ground Lessee (or a designated affiliate approved by the City) shall have an ongoing option to purchase the Leased Premises from the City for the sum of One Dollar (\$1.00) (the "**Purchase Option**"). In the event Ground Lessee (or such affiliate) exercises the Purchase Option, the Leased Premises shall be conveyed to Ground Lessee (or such affiliate) pursuant to a Quitclaim Deed duly executed by the City, which shall be substantially in the form of Exhibit F (Form of City Deed) hereto. The Purchase Option shall be subject to the Right of First Refusal (as defined below), and any deed conveyed pursuant to the Purchase Option shall contain a reservation of said Right of First Refusal.

(b) Right of First Refusal. In the event Ground Lessee (or its designated affiliate) exercises the Purchase Option, the City shall have an ongoing right of first refusal (the "**Right of First Refusal**") to repurchase the Leased Premises as provided herein. If Ground Lessee (or its designated affiliate which has purchased the Leased Premises pursuant to the Purchase Option) receives a bona fide offer from a third party purchaser who has qualified financing to purchase the Leased Premises, as evidenced by a commitment letter from a reputable lender (the "**Offer**"), then before Ground Lessee (or its designated affiliate) may accept the Offer, Ground Lessee (or its designated affiliate) shall give written notice to the City notifying the City of the Offer with all relevant terms, conditions, and other relevant information associated with the Offer that the City may reasonably request (the "**Offer Notice**"). The City shall have 30 days from the date of receipt of the Offer to respond to Ground Lessee (or its designated affiliate) notifying Ground Lessee (or its designated affiliate) of the City's decision whether to exercise its Right of First Refusal. If the City elects not to exercise its Right of First Refusal or otherwise fails to respond to the Offer Notice, Ground Lessee may sell the Leased Premises to such bona fide third party on terms and conditions consistent with the Offer[ and the Repurchase Option set forth in Section 18(c) shall terminate]. However, if the City exercises its Right of First Refusal pursuant to this Section 18(b), then the closing for Ground Lessee (or its designated affiliate) to convey fee title to the Leased Premises shall occur no later than 30 days after the City delivers notice to Ground Lessee (or its designated affiliate) of its decision to exercise its Right of First Refusal (the "**ROFR Closing**"). The City may elect, in its sole discretion, to assign its right to purchase the Leased Premises to its designated transferee. At the ROFR Closing, all of the following shall occur:

(i) First, the City shall pay, or cause the City's designee to pay, Ground Lessee (or its designated affiliate) the amount set forth below based in accordance with the amount of the Offer:

(A) if the purchase price stated in the Offer is an amount of \$4,350,000.00 or less, then the City shall pay the same amount as contained in the Offer to purchase the Leased Premises;

(B) if the purchase price stated in the Offer is an amount more than \$4,350,000.00 but less than \$5,423,500.00, then the City shall pay \$4,350,000.00 for the Leased Premises; and

(C) if the purchase price stated in the Offer is in an amount of \$5,423,500.00 or more, then the City shall pay for the Leased Premises the greater amount of either: (1) the amount that is the difference between the purchase price stated in the Offer, less \$1,073,500.00, being the appraised value of the Leased Premises as of the Effective Date, or (2) \$4,350,000.00.

(D) (by means of example only: if the purchase price stated in the Offer is \$6,000,000.00, then the City shall pay a purchase price in the amount of \$4,926,500.00 ( $\$6,000,000.00 - \$1,073,500.00 = \$4,926,500.00$ , being an amount greater than \$4,350,000.00). *Alternatively*, if the purchase price stated in the Offer is \$5,000,000.00, then the City shall pay a purchase price in the amount of \$4,350,000.00 ( $\$5,000,000.00 - \$1,073,500.00 = \$3,926,500.00$ , being an amount less than \$4,350,000.00).

(ii) Second and finally, Ground Lessee (or its designated affiliate) shall convey fee title to the Leased Premises to the City (or the City's designee) via general warranty deed, in a form acceptable to the City, executed by Ground Lessee (or its designated affiliate), free and clear of all encumbrances.

(c) Repurchase Option. If, at any time after exercise of the Purchase Option, the Improvements on the Leased Premises are used as anything other than a public health center ("**Change in Use**"), [or if Ground Lessee desires to sell the Leased Premises but has failed to obtain an Offer from a Bona Fide Purchaser as described above ("**Absence of Bona Fide Offers**")], then the City shall have the option to purchase the Leased Premises from Ground Lessee (the "**Repurchase Option**"). The City shall have the right to assign the Repurchase Option to a designee of its choosing. The City (or its designee) may exercise its Repurchase Option by delivering written notice to Ground Lessee of its intent to exercise the Repurchase Option[ to Ground Lessee], stating [and] that it is exercising the Repurchase Option because either a Change in Use has occurred[, or there has been an Absence of Bona Fide Offers]. If the City (or its designee) exercises the Repurchase Option, then Ground Lessee shall convey the Leased Premises to the City (or its designee) on the date specified in the City's written notice of exercise (but not later than 6 months after the date of the City's notice). Immediately following delivery of said notice, the City (or its designee) and Ground Lessee will negotiate a purchase price, which the City and Ground Lessee agree will be reflective of the City's contribution to funding the Improvements, but in no event will the purchase price be greater than the fair market value of the Leased Premises. At the closing on such conveyance of the Leased Premises from Ground Lessee to the City (or its designee): (i) Ground Lessee shall convey marketable title to the Leased Premises to the City (or its designee) by general 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 the City's conveyance of the Leased Premises to Ground Lessee at the time of Ground Lessee's Purchase Option, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted, (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) any and all closing costs associated therewith will be paid in a manner and amount negotiated and agreed upon between the City (or its designee) and Ground Lessee.

(d) Subordination. Each of the Purchase Option, the Right of First Refusal and the Repurchase Option shall be subject and subordinate to the rights of any holder of a Permitted Mortgage, as and if applicable.

(e) Parking Lot Ground Lease. If the City exercises its Right of First Refusal or, after the City fails to exercise its Right of First Refusal, the Leased Premises is sold to a bona fide third party, or if the City exercises its Repurchase Option, then upon the closing of such sale to the City or such third party, that certain *Ground Lease* dated as of the Effective Date by and between the City and Ground Lessee,

relating to premises contiguous to the Leased Premises, pursuant to which Ground Lessee is constructing (or has constructed) an approximately 109-space public parking lot, shall automatically terminate.

## 19. GENERAL PROVISIONS.

(a) Entire Agreement. This Lease (including the exhibits hereto and the other agreements referred to herein, including, without limitation, the Development Agreement) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

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

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

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

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

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

(g) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's Office. At the request of either party, the parties shall execute a memorandum of lease for recording purposes in substantially the form attached hereto as Exhibit G (*Form of Memorandum of Lease (Ground Lease)*).

(h) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Lease.

(i) No Third-Party Beneficiaries. The parties hereby agree that, except for the rights of Permitted Mortgagees under Section 9 hereof, no third-party beneficiary rights are intended to be created by this Lease.

(j) No Brokers. The City and Ground Lessee represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

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



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

(m) Limitation on Liability. Notwithstanding any provision in this Lease or under applicable law, each of the parties agrees in accepting this Lease that it shall have no recourse to any members (individuals or entities), officers or employees of Ground Lessee, any member (individual or entity) of any committee of Ground Lessee, or any members, officers or employees of any Permitted Mortgagee (collectively, the "**Constituent Entities**"). Each of the parties further agrees that no Constituent Entity shall have any personal liability for any obligation under this Lease.

(n) Representation as to Authority. The City and Ground Lessee each represents to the other that it has the power and authority to enter into and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease have been duly authorized by all necessary actions on the part of the performing party, including the authorizations and approvals described in the Recitals to this Lease.

(o) Counterparts. This Lease 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.

(p) Exhibits. The following exhibits are attached hereto and made a part hereof:

- Exhibit A – *Depiction of Leased Premises*
- Exhibit B – *Legal Description of Leased Premises*
- Exhibit C – *Construction Requirements*
- Exhibit D – *Additional Requirements*
- Exhibit E – *Health Center Operational Requirements*
- Exhibit F – *Form of City Deed*
- Exhibit G – *Form of Memorandum of Lease (Ground Lease)*

SIGNATURES ON FOLLOWING PAGE

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

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Sheryl M. M. Long, City Manager

Date: \_\_\_\_\_, 2025

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_  
Karen Alder, City Finance Director

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Sheryl M. M. Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:

*Ground Lessee Signature Page Follows*

**CHRISTIAN COMMUNITY HEALTH SERVICES** dba Crossroad Health Center

By

\_\_\_\_\_,  
James J. Berrens, Chief Executive Officer

Date: \_\_\_\_\_, 2025

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by James J. Berrens, Chief Executive Officer of Christian Community Health Services, an Ohio nonprofit corporation dba Crossroad Health Center, on behalf of the nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit A  
to Ground Lease

*Depiction of Leased Premises*

TO BE ATTACHED

Exhibit B  
to Ground Lease

*Legal Description of Leased Premises*

TO BE ATTACHED

Exhibit C  
to Ground Lease

*Construction Requirements*

As used in this exhibit, the term “**Project**” shall mean the construction of the Improvements.

1. Budget. The estimated total cost of the Project is set forth in Recital B of this Agreement, as reflected on Ground Lessee’s budget previously submitted to the City (sometimes referred to as the “**Project Budget**”). If Ground Lessee makes changes to the Project Budget during construction, Ground Lessee shall submit each such revised Project Budget to the City.

2. Sources of Funds. The sources of funds obtained or expected to be obtained by Ground Lessee for the Project are set forth on a schedule previously submitted to the City. If Ground Lessee makes changes to the sources of funds during construction, Ground Lessee shall submit each such revised schedule of its sources of funds to the City. Throughout construction of the Project, Ground Lessee shall ensure compliance with all of the provisions of the Development Agreement, all of which are incorporated herein by reference.

3. Acknowledgement of City Funding. During construction, Ground Lessee shall acknowledge the financial support of the City 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 funder, Ground Lessee shall use either the phrase “Funded 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.

4. No Liens. Ground Lessee shall not permit any mechanics liens to attach to the Leased Premises in connection with the Project. If any such liens attach, Ground Lessee shall cause them to be released or bonded off within 30 days after filing.

5. Joinder in Applications for Permits, Licenses and Tax Reductions. If the City's participation is required by applicable law, the City shall, upon request by Ground Lessee, and at no expense to the City, (i) join with Ground Lessee in any and all applications for permits, licenses, zoning, rezoning, subdivision, variances, land development plans and any other authorizations sought from any utility, governmental or other body claiming jurisdiction in connection with the Project, to the extent permissible by law; and (ii) grant such easements for electricity, telephone, gas, water, sewer and other public utilities and facilities as Ground Lessee may reasonably require in connection with the Project. Ground Lessee shall be solely responsible, at its own expense, for any and all applications for permits, licenses, zoning, rezoning, subdivision, variances, land development plans and any other authorizations sought from any governmental or other body claiming jurisdiction in connection with the Project.

6. Environmental Issues. During construction, Ground Lessee shall not accumulate, process, store, treat, or dispose of any Hazardous Materials (as hereinafter defined) at the Leased Premises, nor shall Ground Lessee allow any other person or entity to do so, except that Ground Lessee may, in accordance with all applicable Legal Requirements, store, use and dispose of such Hazardous Materials as are necessary or incidental in connection with the Project. Under no circumstances shall the City have any liability to Ground Lessee, nor shall the City be expected to take any remedial or other actions, with respect to pre-existing Hazardous Materials or other pre-existing environmental conditions at the Leased Premises. For purposes of this Lease, "Hazardous Materials" shall mean: (i) any "hazardous substance," "pollutant" or "contaminant" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14) and (33) or 40 C.F.R. Part 302 (including asbestos, asbestos containing materials and polychlorinated biphenyls (PCBs)), and (ii) any substance containing

"petroleum," as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §6991(8), or 40 C.F.R. §280.12.

7. Additional Requirements. In addition to the requirements set forth above, Ground Lessee shall comply with the requirements set forth on Exhibit D (*Additional Requirements*) hereto.

Exhibit D  
to Ground Lease

*Additional Requirements*

As used in this exhibit, the term “**Developer**” shall mean Ground Lessee, and the term “**Project**” shall mean the construction of the Improvements.

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:

(iii) 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.

(iv) Affirmatively Imposing Contractual Obligations.

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if



Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

(c) 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.

(d) 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 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 15<sup>th</sup>. 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 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 Section 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

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

(M) Wage Enforcement.

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

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

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

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

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(iii) 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.

(iv) 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.

Exhibit E  
to Ground Lease

*Health Center Operational Requirements*

Ground Lessee shall cause the Leased Premises to be operated throughout the Term in accordance with the following requirements:

- A) Maintenance, Repairs, and Replacement Services. Ground Lessee shall maintain the Leased Premises at all times in neat, clean, orderly, safe, and operational condition and otherwise in accordance with standards established by the City. Ground Lessee, at its sole expense, shall be responsible for all reasonably necessary capital costs, including but not limited to maintenance of abutting sidewalk areas, signage, mechanical and electrical systems, plumbing fixtures and equipment, the roof and all structural portions of the Improvements located in the Leased Premises.
- B) General Reporting Requirements. Throughout the Term, Ground Lessee shall deliver to the City all of the following:
- i. Annual operating budget that includes projections of expected revenues and expenses for the following year, due no later than the date that is 15 days prior to the end of the calendar year;
  - ii. [Annual inspection report, no later than the date that is 60 days prior to the end of the [calendar year]];
  - iii. Annual financial statements, no later than the date that is 120 days after to the end of the calendar year;
  - iv. Other Information as requested at the City's reasonable discretion.

The City retains the right to request the above-described information at any point during the Term of the Lease and the same shall be provided within a reasonable time following such a request.

The City shall have no obligation to pay any costs or expenses associated with the Leased Premises or its operation.



Exhibit F  
to Ground Lease

*Form of City Deed*

TO BE ATTACHED

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[SPACE ABOVE FOR RECORDER'S USE ONLY]

**QUITCLAIM DEED**

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration, hereby grants and conveys to the **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description of Property*) hereto (the "**Property**").

Property Address: 1712 Race Street  
Cincinnati, Ohio 45202

Auditor's Parcel No.: [\_\_-\_\_\_\_-\_\_\_\_-\_\_]

THIS TRANSFER IS SUBJECT TO, AND THE CITY HEREBY RESERVES, THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS:

**20. Right of First Refusal.** The City shall have an ongoing right of first refusal (the "**Right of First Refusal**") to repurchase the Property as provided herein. If Grantee receives a bona fide offer from a third party purchaser who has qualified financing to purchase the Property[ ("**Bona Fide Purchaser**"),,] as evidenced by a commitment letter from a reputable lender (the "**Offer**"), then before Grantee may accept the Offer, Grantee shall give written notice to the City notifying the City of the Offer with all relevant terms, conditions, and other relevant information associated with the Offer that the City may reasonably request (the "**Offer Notice**"). The City shall have 30 days from the date of receipt of the Offer to respond to Grantee notifying Grantee of the City's decision whether to exercise its Right of First Refusal. If the City elects not to exercise its Right of First Refusal or otherwise fails to respond to the Offer Notice, Grantee may sell the Property to such bona fide third party on terms and conditions consistent with the Offer[ and the Repurchase Option set forth in paragraph 2 below shall terminate.] However, if the City exercises its Right of First Refusal, then the closing for Ground Lessee (or its designated affiliate) to convey fee title to the Property shall occur no later than 30 days after the City delivers notice to Grantee of its decision to exercise its Right of First Refusal (the "**ROFR Closing**"). The City may elect, in its sole discretion, to assign its right to purchase the Property to its designated transferee. At the ROFR Closing, all of the following shall occur:

- a. First, the City shall pay, or cause the City's designee to pay, Grantee the amount set forth below based in accordance with the amount of the Offer:
  - i. if the purchase price stated in the Offer is an amount of \$4,350,000.00 or less, then the City shall pay the same amount as contained in the Offer to purchase the Property;
  - ii. if the purchase price stated in the Offer is an amount more than \$4,350,000.00 but less than \$5,423,500.00, then the City shall pay \$4,350,000.00 for the Property; and

- iii. if the purchase price stated in the Offer is in an amount of \$5,423,500.00 or more, then the City shall pay for the Property the greater amount of either: (1) the amount that is the difference between the purchase price stated in the Offer, less \$1,073,500.00, or (2) \$4,350,000.00.

(by means of example only: if the purchase price stated in the Offer is \$6,000,000.00, then the City shall pay a purchase price in the amount of \$4,926,500.00 ( $\$6,000,000.00 - \$1,073,500.00 = \$4,926,500.00$ , being an amount greater than \$4,350,000.00). *Alternatively*, if the purchase price stated in the Offer is \$5,000,000.00, then the City shall pay a purchase price in the amount of \$4,350,000.00 ( $\$5,000,000.00 - \$1,073,500.00 = \$3,926,500.00$ , being an amount less than \$4,350,000.00).

- b. Second and finally, Grantee shall convey fee title to the Property to the City (or the City's designee) via general warranty deed, in a form acceptable to the City, executed by Grantee (or its designated affiliate), free and clear of all encumbrances.

- 2. Repurchase Option. If at any time the Improvements on the Property are used as anything other than a public health center ("**Change in Use**"), [or if Grantee desires to sell the Property but has failed to obtain an Offer from a Bona Fide Purchaser as described above ("**Absence of Bona Fide Offers**"), ]then the City shall have the option to purchase the Property from Grantee (the "**Repurchase Option**"). The City shall have the right to assign the Repurchase Option to a designee of its choosing. The City (or its designee) may exercise its Repurchase Option by delivering written notice to Grantee of its intent to exercise the Repurchase Option to Grantee, stating [and ]that it is exercising the Repurchase Option because [either ]a Change in Use has occurred[, or there has been an Absence of Bona Fide Offers]. If the City (or its designee) exercises the Repurchase Option, then Grantee shall convey the Property to the City (or its designee) on the date specified in the City's written notice of exercise (but not later than 6 months after the date of the City's notice). Immediately following delivery of said notice, the City (or its designee) and Grantee will negotiate a purchase price, which the City and Grantee agree will be reflective of the City's contribution to funding the improvements on the Property, but in no event will the purchase price be greater than the fair market value of the Property. At the closing on such conveyance of the Property from Grantee to the City: (i) Grantee shall convey marketable title to the Property to the City (or its designee) by general 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 the City's conveyance of the Property through this Quitclaim Deed, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted, (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) any and all closing costs associated therewith will be paid in a manner and amount negotiated and agreed upon between the City (or its designee) and Grantee.

Notwithstanding the foregoing, all other easements, covenants, and restrictions, including the Right of First Refusal and the Repurchase Option, shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

This conveyance was authorized by Ordinance No. \_\_\_\_-2025, passed by Cincinnati City Council on \_\_\_\_\_, 2025.

Prior instrument reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio Records.

[Signature Page Follows]

Executed on the date of acknowledgement below.

**CITY OF CINCINNATI**

By: \_\_\_\_\_

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, Suite 214  
Cincinnati, Ohio 45202

Accepted and Agreed to by:

**CHRISTIAN COMMUNITY HEALTH SERVICES,**  
an Ohio nonprofit corporation doing business as Crossroad Health Center

By: \_\_\_\_\_

Printed Name:

Title:

Date: \_\_\_\_\_, 2025

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by [\_\_\_\_\_, the \_\_\_\_\_] of Christian Community Health Services, an Ohio nonprofit corporation dba Crossroad Health Center, on behalf of the nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Exhibit:  
Exhibit A – *Legal Description of Property*

Exhibit A  
to Quitclaim Deed

*Legal Description of Property*

Property Address: 1712 Race Street, Cincinnati, Ohio 45202

Auditor Parcel ID No.: [\_\_-\_\_-\_\_-\_\_]

Exhibit G  
to Ground Lease

*Form of Memorandum of Lease (Ground Lease)*

SEE ATTACHED

----- space above for recording -----

**MEMORANDUM OF LEASE**

(Ground Lease – Crossroad – 55 years)

This Memorandum of Lease is executed this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **CHRISTIAN COMMUNITY HEALTH SERVICES**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 (“**Ground Lessee**”).

1. By virtue of instruments recorded in Deed Book 3818, Page 52, Deed Book 3816, Page 719, Deed Book 3854, Page 321, Deed Book 3828, Page 192, Deed Book 3863, Page 116, Official Record \_\_\_\_\_, Page \_\_\_\_\_, and Official Record \_\_\_\_\_, Page \_\_\_\_\_, in the Hamilton County, Ohio Recorder’s Office, the City owns certain real property located at 1712 Race Street in the Over-the-Rhine neighborhood of Cincinnati, which property is depicted and more particularly described on Exhibit A (Site Plan) and Exhibit B (Legal Description) hereto (the “**Premises**”).

2. The City and Ground Lessee entered into a certain *Ground Lease* on \_\_\_\_\_, 2025 (the “**Ground Lease**”), pursuant to which the City leases the Premises to Ground Lessee.

3. The term of the Ground Lease commenced on the date set forth in paragraph 2 above (“**Commencement Date**”) and expires fifty-five (55) years thereafter (unless earlier terminated in accordance with the terms of the Ground Lease).

4. This Memorandum of Lease is executed solely for recording purposes, and nothing herein shall be deemed as modifying any of the terms or conditions of the Ground Lease.

[Signatures on Next Page]



**CITY OF CINCINNATI**

**CHRISTIAN COMMUNITY HEALTH SERVICES dba  
Crossroad Health Center**

By: \_\_\_\_\_  
Sheryl M. M. Long, City Manager

By: \_\_\_\_\_  
James J. Berrens,  
Chief Executive Officer

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by Sheryl M. M. Long, City Manager of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by James J. Berrens, Chief Executive Officer of Christian Community Health Services, an Ohio nonprofit corporation dba Crossroad Health Center, on behalf of the nonprofit corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by:

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

Exhibits:  
Exhibit A – Site Plan  
Exhibit B – Legal Description

Exhibit A  
to Memorandum of Lease

*Site Plan*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit B  
to Memorandum of Lease

*Legal Description*

[TO BE ATTACHED TO EXECUTION VERSION]

Exhibit J  
to Funding and Development Agreement

*Sources of Project Funds*

<b>Sources</b>	<b>Amount</b>
Crossroad Equity	\$500,000
3CDC Developer Equity	\$1,500,000
Federal NMTC Equity	\$4,368,000
State Demo Grant	\$2,266,234
Fundraising (Crossroad)	\$1,750,000
City Grant	\$3,167,464
Crossroad Sale Proceeds	\$944,118
Crossroad Grant	\$600,000
<b>TOTAL SOURCES</b>	<b>\$15,095,816</b>

Exhibit K-1  
to Funding and Development Agreement  
*Form of Developer Parcel Deed to Crossroad*

SEE ATTACHED

----- space above for recorder -----

### GENERAL WARRANTY DEED

**OTR Holdings, Inc.**, an Ohio nonprofit corporation ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to **Christian Community Health Services**, an Ohio nonprofit corporation doing business as Crossroad Health Center, the address of which is 1712 Race Street, Cincinnati, Ohio 45202 ("**Grantee**"), all of Grantor's right, title, and interest in and to the real property more particularly described on Exhibit A (*Legal Description of the Property*) to wit:

Project: Crossroad Health Center

Property Address: 34 Green St., Cincinnati, Ohio 45202

Auditor's Parcel No.: 094-0008-0367-00

Prior Instrument Reference: Official Record 14421, Page 1329, Hamilton County, Ohio  
Recorder's Office

**Exhibits.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A – Legal Description of the Property

Executed on the date of acknowledgement below.

**Grantor: OTR Holdings, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by **OTR Holdings, Inc.**, an Ohio nonprofit corporation, by its \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by:

City of Cincinnati Law Department  
801 Plum Street, #122  
Cincinnati, Ohio 45202

**EXHIBIT A**  
to General Warranty Deed  
*Legal Description of the Property*

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio, and being all of Lots 1 and 2 and parts of Lots 25 and 26 of Block "B" of Findlay and Garrard's Subdivision, as per plat thereof, recorded in Deed Book 47, Page 319, Hamilton County Recorder's Office, and a part of the portion of Goose Alley as now vacated, and being more particularly described as follows:

Commencing at a point where the easterly right-of-way line of Race Street (a 60 foot street) intersects the northerly right-of-way line of Green Street (a 50 foot street), said point being the true place of beginning for this description; thence from said point along the northerly right-of-way of said Green Street North  $73^{\circ}47'50''$ , 141.70 feet to a point in the East face of a curb line along the West edge of a 9 foot concrete sidewalk; thence along the East face of said curb line and parallel to the easterly right-of-way line of said Race Street North  $16^{\circ}05'00''$  West, 64.09 feet to a point; thence leaving said curb line and along a line parallel to the northerly right-of-way line of said Green Street South  $73^{\circ}47'50''$  West, 141.70 feet to a point in the easterly right-of-way line of said Race Street; thence along the easterly right-of-way line of said Race Street South  $16^{\circ}05'00''$  East for a distance of 64.09 feet to a point, being the true place of beginning for this description.



Exhibit K-2  
to Funding and Development Agreement  
*Form of Developer Parcel Deed to the City*

SEE ATTACHED

----- space above for recorder -----

### GENERAL WARRANTY DEED

**Christian Community Health Services**, an Ohio nonprofit corporation doing business as Crossroad Health Center ("**Grantor**"), for valuable consideration paid, hereby grants and conveys, with general warranty covenants, to the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 ("**Grantee**"), all of Grantor's right, title, and interest in and to the real property more particularly described on Exhibit A (*Legal Description of the Property*) hereto (the "**Property**") to wit:

Project: Crossroad Health Center

Property Address: 34 Green St., Cincinnati, Ohio 45202

Auditor's Parcel No. 094-0008-0367-00

Prior Instrument Reference: Official Record \_\_\_\_\_, Page \_\_\_\_\_, Hamilton County, Ohio  
Recorder's Office

Funding for the City's acquisition of the described Property was authorized by Ordinance No. \_\_\_\_\_, passed by City Council on \_\_\_\_\_.

**Exhibits.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A – Legal Description of the Property

Executed on the date of acknowledgement below.

**Grantor: Christian Community Health Services  
(dba Crossroad Health Center)**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Christian Community Health Services**, an Ohio nonprofit corporation doing business as Crossroad  
Health Center, by its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Accepted by:

**CITY OF CINCINNATI**

By: \_\_\_\_\_

Printed Name: Sheryl M. M. Long

Title: City Manager

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, #122  
Cincinnati, Ohio 45202

**EXHIBIT A**  
to General Warranty Deed  
*Legal Description of the Property*

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio, and being all of Lots 1 and 2 and parts of Lots 25 and 26 of Block "B" of Findlay and Garrard's Subdivision, as per plat thereof, recorded in Deed Book 47, Page 319, Hamilton County Recorder's Office, and a part of the portion of Goose Alley as now vacated, and being more particularly described as follows:

Commencing at a point where the easterly right-of-way line of Race Street (a 60 foot street) intersects the northerly right-of-way line of Green Street (a 50 foot street), said point being the true place of beginning for this description; thence from said point along the northerly right-of-way of said Green Street North  $73^{\circ}47'50''$ , 141.70 feet to a point in the East face of a curb line along the West edge of a 9 foot concrete sidewalk; thence along the East face of said curb line and parallel to the easterly right-of-way line of said Race Street North  $16^{\circ}05'00''$  West, 64.09 feet to a point; thence leaving said curb line and along a line parallel to the northerly right-of-way line of said Green Street South  $73^{\circ}47'50''$  West, 141.70 feet to a point in the easterly right-of-way line of said Race Street; thence along the easterly right-of-way line of said Race Street South  $16^{\circ}05'00''$  East for a distance of 64.09 feet to a point, being the true place of beginning for this description.

Exhibit L  
to Funding and Development Agreement

*Additional Requirements*

As used in this Exhibit, the term “Developer” shall mean the Developer Parties.

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:

(v) 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.

(vi) 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 Conferring 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.

(e) 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.

(f) 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 15<sup>th</sup>. 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.

(v) 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.

(vi) 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 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*

**DEI - Request for Wage Determination (Form 217)**

REQUEST FOR PROJECT WAGE DETERMINATION	
<b>IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:</b> 2024-139	<b>CHOOSE SOURCE &amp; WRITE IN THE FUND NUMBER</b>
<b>DEPARTMENT *</b> DCED	<b>CITY</b> <input checked="" type="radio"/> Yes <input type="radio"/> No <b>FUND *</b> 980
<b>CONTACT PERSON *</b> MARC VON ALLMEN	<b>STATE</b> <input type="radio"/> Yes <input type="radio"/> No <b>FUND *</b> 000
<b>Phone # *</b> (513)352-6109	<b>COUNTY</b> <input type="radio"/> Yes <input checked="" type="radio"/> No <b>FUND</b>
<b>Email *</b> MARC.VONALLMEN@CINCINNATI-OH.GOV	<b>FEDERAL</b> <input checked="" type="radio"/> Yes <input type="radio"/> No <b>FUND *</b> 000
<b>Requested Date:</b> 03/24/2025	<b>IS THIS PROJECT BEING COMPETIVLY BID?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Estimated Advertising Date:</b> 04/01/2025	<b>PROJECT ACCOUNT NUMBER:</b> 7289
<b>Estimated Bid Opening Date:</b> 05/01/2025	<b>AMT. OF PUB. FUNDING \$: *</b> \$7,533,698.00
<b>Estimated Starting Date:</b> 05/14/2025	<b>TOTAL PROJECT DOLLARS: *</b> \$15,651,698.00
	<b>NAME OF PROJECT (Maximum 100 Letters) *</b> CROSSROAD HEALTH CENTER RELOCATION

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

Commercial building, parking lot

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

Parcel 1: 1715 Republic St (94-8-185-90), Parcel 2: 34 Green St. (94-8-367-00), Parcel 3: 1708 Race St. (94-8-192-90), Parcel 4: 1710 Race St. (94-8-193-90), Parcel 5: 1712 Race St. (94-8-194-90).

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

3CDC currently owns 34 Green St. The City currently owns all other listed parcels as well as Goose Alley. 3CDC intends to convey 34 Green St. to the City. The City would then consolidate all parcels and subdivide the site into two new lots. The City will then enter into separate long-term leases for both new lots with the Crossroad QALICB.

**Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) \***

See attached. City funding will be NTR bond proceeds (\$3.16MM) as well as TIF District funding (\$1.5MM). State funding (\$2.2MM) is a grant from the State's Building Demolition and Site Revitalization Program. Federal grant (\$600K listed as Crossroad's grant in budget attachment) is a grant from the Health Resources and Services Administration ("HRSA") American Rescue Plan Capital Grant program.

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

The Project involves the demolition of 34 Green St., the demolition of the northern building located on 1715 Republic St. (addressed 19 W Elder St.) and the partial demolition and renovation of the southern building located on 1715 Republic St. (addressed as 1715 Republic). The renovated building will be converted into a 21,000 SF public health center including primary care facilities as well as pharmacy services and dental care facilities. The remainder of the Property will include a newly constructed approx. 112 space public parking surface lot.

The Total Project Cost is estimated to be \$15,651,698 including an estimated \$11,168,852 of Hard Construction Costs.

**Upload Supporting Documents (1)**

Supporting Documents

[CROSSROAD RELOCATION - REVISED BUDGET 1-22-25.XLSX - Von Allmen, Marc, 3/24/2025 12:03:52 PM](#)

**DEI USE ONLY**

**Assigned Number** 57712813      **Dept Submitted Date** 03/24/2025      **DEI Received Date** 03/12/2025

**Original Assigned Number**  
2024-139

**Funding Guidelines:**

**State**       **Federal**       **Prevailing Wage Will Not Apply**

**Rates That Apply:**

**Building**       **Heavy**       **Highway**       **Residential**

**Decision Number:**      **Modification Number:**      **Publication Date:** 03/24/2025

**Determination By:**

<b>Name *</b>	<b>Title</b>	<b>Date *</b>
LYDZIA SARTOR	Deputy Director	03/24/2025

**Decision Summary: \***

The project as described is above the state prevailing wage threshold for demolition and renovation under ORC 4115.03(B)(2)(c), which is \$75,000 therefore, State Building rates will apply.

The newly constructed 112 space public parking surface lot will require State Heavy Highway rates as per ORC 4115.03(B)(3) for New Construction – Sewers/Roads/Etc.

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

**Director Approval Signature**  
LAURA CASTILLO

**Director Approval Date**  
03/25/2025