

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,

and

CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

Project Name: Vine Street Acquisition
(loan for the acquisition, demolition and stabilization of 14 properties within the 2300 block of Vine Street)

Date: _____, 2024

FUNDING AGREEMENT
(Vine Street Acquisition)

This FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, 2510 Ohio Avenue, Suite C, Cincinnati, Ohio 45219 (“**Developer**”).

Recitals:

A. Pursuant to a *Contract for Purchase of Real Estate* dated February 13, 2023 between Developer and Allen Shannon (“**Seller**”), as amended by that *Addendum #1* to that *Contract to Purchase Real Estate* dated September 9, 2023 and again amended by that *Addendum #2* to that *Contract to Purchase Real Estate* dated December 14, 2023 (as so amended, the “**Lower Vine Purchase Contract**”), Developer has committed to acquire from Seller, at a total purchase price of \$150,000, the real properties consisting of 4 parcels located at 2309, 2311, and 2313 Vine Street, and Auditor Parcel ID No. 095-0004-0168-00 in the CUF neighborhood of Cincinnati as depicted on Exhibit A (*Site Plan*) hereto and as described on Exhibit B (*Legal Description*) hereto (collectively, the “**Lower Vine Properties**”).

B. Pursuant to a *Contract for Purchase of Real Estate* dated February 13, 2023 between Developer and Seller, as amended by that *Addendum #1* to that *Contract to Purchase Real Estate* dated September 9, 2023 and again amended by that *Addendum #2* to that *Contract to Purchase Real Estate* dated December 14, 2023, (as so amended, the “**Upper Vine Purchase Contract**”; and together with the Lower Vine Purchase Contract, the “**Purchase Agreement**”), Developer has committed to acquire from Seller, at a total purchase price of \$550,000, the real properties consisting of those 10 parcels located at 2317-2335 Vine Street, in the CUF neighborhood of Cincinnati, as depicted on Exhibit A hereto and as described on Exhibit B hereto (collectively, the “**Upper Vine Properties**”; and together with the Lower Vine Properties, the “**Property**”).

C. Developer desires to acquire the Property, demolish the blighted buildings located thereon, partially demolish and stabilize the building located at 2313 Vine Street (“**2313 Vine Street Building**”), then market and dispose of the Property for its ultimate redevelopment, all as further described on Exhibit C (*Statement of Work and Budget*) hereto (the “**Project**”).

D. Following acquisition of the Property, Developer desires to market the Property to a third-party developer or end-user of the Property, propose a redevelopment plan for the Property, and cause the redevelopment of the Property in order to transform the Property to a more productive use that will stimulate economic growth and help revitalize the CUF neighborhood, as further described in Exhibit C (the “**Future Project**”).

E. The City, upon the recommendation of the City’s Department of Community and Economic Development (“**DCED**”), desires to provide financial assistance for the Project in an amount not to exceed \$817,462 (the “**Loan**”) for the purpose of acquiring the Property and supporting the demolition and stabilization phase of the Project.

F. The City believes that the Project is (i) in the vital and best interests of the City and the health, safety, and welfare of its residents; and (ii) consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

G. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

H. Execution of this Agreement on behalf of the City was authorized by (i) Ordinance No. 159-2016, passed by City Council on June 26, 2016, which authorized funding for eligible projects; and (ii) Ordinance No. ____-202__, passed by City Council on _____, 202__, which appropriated funds for the acquisition of the Property and demolition and stabilization of the blighted structure located thereon, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 8-CUF/Heights District Incentive District.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date on which the Loan has been paid (or forgiven) in full and Developer has satisfied all other obligations to the City under this Agreement (the “**Term**”). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. **Acquisition of Property.**

(A) **Acquisition.** Developer shall close on the purchase of the Property from the Seller (the “**Closing**”) not later than March 1, 2024. Developer warrants that, in accordance with the Purchase Agreement, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded utility easements and other encumbrances, if any, that will not impair or impede the completion of the Project or the future redevelopment of the Property, as more particularly described on Exhibit C. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by March 31, 2024; *provided however*, upon Developer’s request, the Director of DCED may, in his or her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

(B) **Holding Period.** Following Developer’s acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs and other costs associated with such Property and the City shall have no obligation to reimburse Developer for the same.

3. **Pre-Development Project.**

(A) **Demolition, Stabilization & Pre-Development.** Subject to the terms of this Agreement, Developer shall (1) apply for and receive the required building permits from the City’s Department of Buildings and Inspections (“**B&I**”) for the demolition and stabilization phase of the Project as further described in Exhibit C hereto, and (2) commence construction on the Property in accordance with Exhibit C no later than the date that is 3 months from the Closing (the “**Project Commencement Date**”). Developer shall complete the demolition and stabilization phase of the Project to the satisfaction of the City, in its sole and absolute discretion, no later than the date that is 12 months after the date Developer actually commences construction on the Property (the “**Project Completion Date**”), including any and all other work that may be needed to bring the 2313 Vine Street Building into compliance with Vacated Building Maintenance License (“**VBML**”) requirements, as determined by B&I. Notwithstanding the foregoing, upon Developer’s request, the Director of DCED may, in his or her sole and absolute discretion, extend the Project Completion Date for a period of up to 6 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of the Project Completion Date.

(B) **Sale or Lease of Property for Redevelopment.** Developer shall diligently market the Property for sale or lease to a developer or end-user in accordance with Exhibit C. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City’s sole and absolute discretion, its proposed end-user of the Property along with a plan for the redevelopment of the Property no later than the date that is 60 months from the Closing (the “**Disposition Date**”), *provided however*, upon Developer’s request and at the DCED Director’s sole and absolute discretion, the City may extend the Disposition Date by up to 12 months by providing written notice to Developer. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as

more particularly described on Exhibit C hereto, or for any other use acceptable to the City. Notwithstanding the foregoing, Developer shall not enter into a contract for the Future Project without the City's prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City's prior written consent, which may be withheld in the City's sole and absolute discretion (the "**Mortgage Covenant**"). The Mortgage (as defined below) will contain the Mortgage Covenant.

4. **Amount and Terms of Loan.**

(A) **Amount of Loan.** Subject to the terms and conditions of this Agreement, the City agrees to lend the Loan to Developer in an amount not to exceed \$817,462, being (i) an amount not to exceed \$700,000 for acquisition of the Property (the "**Acquisition Funds**"), and (ii) an amount not to exceed \$117,462 for the construction costs associated with the demolition and stabilization portion of the Project (the "**Construction Funds**", and jointly with the Acquisition Funds, the "**Funds**"). The Acquisition Funds shall be used for the acquisition of the Property (the "**Acquisition**") and for no other purpose, and the Construction Funds shall be used for construction costs associated with the demolition and stabilization phase of the Project (the "**Construction**"), all as itemized on Exhibit C hereto, and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project. The City currently intends to disburse the Loan proceeds in the amount of \$700,000, being all of the Acquisition Funds, at Closing.

(B) **Note & Mortgage from Developer as Security for the Funds.** Prior to the disbursement of any Funds for the Project. Developer shall execute a promissory note in the form of attached Exhibit D (*Form of Promissory Note*) hereto (the "**Note**"), and a mortgage, in the form of attached Exhibit E (*Form of Mortgage*) hereto in favor of the City for the Property described herein (the "**Mortgage**"). The Note and Mortgage shall be in the full amount of the Funds. Developer shall repay the Loan in accordance with the terms of the Note. Developer shall execute the Mortgage and record it in the real property records of Hamilton County, Ohio, all at Developer's expense. Following recording, Developer shall deliver the recorded Mortgage to the City. If Developer fails to timely complete any of its obligations with respect to the Project, as and when required under this Agreement, or the Note, the City may declare all amounts of the Loan disbursed by the City to be immediately due and payable and may foreclose the Mortgage on such Property. The Mortgage shall be released only after the repayment and/or forgiveness of the Loan in accordance with the Note and upon Developer's written request. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Note, and the Mortgage, or available at law or in equity.

(C) **Conditions Precedent to Disbursement.** The obligation of the City to disburse any portion of the Funds in accordance with this Section is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**") which Developer shall deliver to the City. Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

- (i) **Site Control and Evidence of Clear Title.** Developer must present evidence, satisfactory to the City, that Developer will acquire title or will acquire title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered, including but not limited to its proposed deed of transfer, and all other closing documents and instruments and a settlement statement;
- (ii) **Title Commitment.** A commitment of title insurance for the Property, for issuance of both an owner's policy and a lender's policy of title insurance, prepared by a reputable national title insurance company and in such form acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer and a Lender's Policy of Title Insurance to the City;
- (iii) **Environmental Report.** Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("**OES**"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental

certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City;

- (iv) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit C hereto (the "**Budget**");
- (v) Plans and Specifications. Developer must present professionally-prepared architectural plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**");
- (vi) Construction Schedule. Developer must present a proposed construction schedule for the Project (as the same may be amended from time to time and approved by the City, the "**Construction Schedule**");
- (vii) Construction Contract; Approval of Contractors. Developer must present (a) an executed construction contract with a general contractor for construction of the Project acceptable to the City, and (b) a list of proposed subcontractors for the Project. Neither the proposed general contractor nor subcontractors shall be identified as being debarred on lists maintained by the City or by the federal or state governments;
- (viii) Insurance. Developer must present evidence that all insurance policies required by under this Agreement have been secured;
- (ix) Financing. Developer must present evidence that all other financing necessary for completion of the Project has been obtained; and
- (x) Other Information. Developer must present such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

(D) Disbursement of Funds.

(i) Acquisition Funds. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Acquisition Funds to _____ (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Acquisition Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Acquisition Funds to Developer at Closing to facilitate Developer's (a) purchase of the Property from Seller, and (b) commencement of the demolition and stabilization phase of the Project. The City shall not disburse any portion of the Funds to Developer in advance of the Closing. If the amount of funds necessary to finance the Acquisition is *less than* \$700,000.00, then the amount of the Acquisition Funds made available by the City under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City any Funds disbursed by the City in excess of the amount required for the Acquisition.

(ii) Construction Funds. The City shall disburse the Construction Funds in accordance with Exhibit F (Disbursement of Funds) hereto. If the amount of funds necessary to finance the Construction is *less than* \$117,462.00, then the amount of the Construction Funds made available by the City under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City any Funds disbursed by the City in excess of the amount required for the Construction. Notwithstanding anything herein to the contrary, the City shall have no obligation to disburse any of the Construction Funds until all of the conditions for disbursement set forth in Exhibit F have been satisfied.

5. Construction.

(A) Construction. Developer shall commence on-site construction of the Construction on or before the Project Commencement Date. Developer shall complete the Construction in accordance with the approved Plans and Specifications and Construction Schedule and in a good and workmanlike manner on or before the Project Completion Date.

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

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

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

(E) Project Information. During construction of the Project, Developer shall provide the City with such additional pertinent information pertaining to the Project as the City may reasonably request.

6. Insurance; Indemnity.

(A) Insurance during Construction. Until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of construction, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time.

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

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

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

8. **Default; Remedies.**

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

(i) the failure by Developer to pay any sum payable to the City under this Agreement, or under the Note, within 5 days after such payment is due;

(ii) the dissolution, other than in connection with a merger, of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

(iii) any failure of Developer to perform or observe, or the failure of Developer to cause to be performed or observed (if applicable), any other obligation, duty, or responsibility under this Agreement, the Note, or any other agreement executed by Developer and the City, or any instrument executed by Developer in favor of the City, in each case in connection with the Project, and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "Cure Period"); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if Developer fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency.

(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 Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, declare all amounts disbursed by the City with respect to the Loan to be immediately due and payable and demand that Developer repay to the City all such amounts, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement 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, Developer shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer's possession or under Developer's control, including, without limitation, as built-drawings (to the extent that the improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Developer 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 shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse the Loan to Developer if Developer is then in default under this Agreement.

9. 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:

Director
Dept. of Community and Economic Development
City of Cincinnati
805 Central Avenue, 7th Floor
Cincinnati, Ohio 45202

To Developer:

Clifton Heights Community Urban
Redevelopment Corporation
2510 Ohio Avenue, Suite C
Cincinnati, Ohio 45219
Attention: Matt Bourgeois, Executive Director

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

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

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

(iii) The execution, delivery, and performance by Developer 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 Developer, or any mortgage, indenture, contract, agreement, or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

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

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

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

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

11. Reporting Requirements.

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

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

12. General Provisions.

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

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

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

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

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

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

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

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

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

(J) Recognition of City Assistance. Developer 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 stationary) 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, Developer 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 no third party beneficiary rights are intended to be created by this Agreement.

(L) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

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

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

- Exhibit A – *Site Plan*
- Exhibit B – *Legal Description*
- Exhibit C – *Statement of Work and Budget*
- Exhibit D – *Form of Promissory Note*
- Exhibit E – *Form of Mortgage*
- Exhibit F – *Disbursement of Funds*
- Exhibit G – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date: _____, 2024

**CLIFTON HEIGHTS COMMUNITY URBAN
REDEVELOPMENT CORPORATION,**
an Ohio nonprofit corporation

By: _____
Matt Bourgeois, Executive Director

Date: _____, 2024

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFIED DATE: _____

FUND/CODE: _____

AMOUNT: _____

BY: _____
Karen Alder, City Finance Director

Exhibit A
to Funding Agreement

Site Plan



Exhibit B
to Funding Agreement

Legal Description

Parcel 1:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows: All that part of Lot 16 which was laid out by General James Findlay, Joseph C. and J.L. Ludlow, recorded in Book 49, pages 420, 421, and 422 on the Records of Hamilton County and being the North half of Lot 29 in said Block 16, as now subdivided by the Commissioner's in Case of Partition of James and Jane Findlay's Estate, being 25 feet front on Vine Street by 100 feet deep to Van Lear Street. Together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Address: 2309 Vine Street, Cincinnati, OH 45219
PPN: 095-0004-0113-00

Parcel 2:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, to wit:
Being the South half of Lot No. 28, in Block 16, on a map made by John H. Garrard, and William Prince and William Copmann, appointed by the Court of Common Pleas of Hamilton County, to make a partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said Court at the October Term, 1853. Said Lot No. 28, Block 16, was in said proceedings in partition set off to Nancy J. Findlay, said South half of said Lot No. 28, in Block 16 fronts 25 feet on the west side of Vine Street and runs back 100 feet to Van Leer Street.

Address: 2311 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0112-00

Parcel 3:

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

The easterly 59 feet of the North half of that certain lot of land in said city, County and State, known and designated as Lot No. Twenty-Eight (28) of Block Sixteen (16), on map made by John H. Gerald, William Price and William Crossman, appointed by the Court of Common Pleas of Hamilton County, to make partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said court at the October Term 1853. Said lot No. 28, Block 16, was in said proceedings in partition set off to Nancy J. Findlay. Said Lot No. 28, Block 16, fronts fifty (50) feet on the west of Vine Street and running back one hundred (100) feet to Van Lear Street; the premises herein conveyed beginning at the southwest corner of Vine and Polk Streets; thence west on the south line of Polk Street 59 feet; thence of South parallel with Vine Street 25 feet; thence east parallel with Polk Street 59 feet to the west line of Vine Street; thence North on the West line of Vine Street 25 feet to the place of beginning.

Address: 2313 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0111-00

Parcel 4:

Situate in the City of Cincinnati, Hamilton County, Ohio and being part of Lot 28 of Block 16 on map made by John H. Gerard, William Price and William Crossman, appointed by the Court of Common Pleas of Hamilton County, to make partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said court at the October term, 1853, and more particularly described as follows:

Beginning at the southeast corner of Polk Street and Van Lear Street, said point beginning at the northwest corner of Lot 28 aforesaid; thence East on the North line of Lot 28 and the South line of Polk Street, forty one (41) feet to a point; thence South on a line parallel to Van Lear Street twenty-five (25) feet to grantor's South line; thence West on a line parallel to the North line of Lot 28, forty-one (41) feet to the East line of Van Lear Street; thence North on the East line of Van Lear Street, twenty-five (25) feet to the place of beginning.

Address: none

Parcel No: 095-0004-0168-00

Parcel 5:

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio. Being the North half of Lot 27 of Findlay's subdivision by the Commissioner, Plat of which is recorded in Deed Book 81, page 67, Hamilton County, Ohio Plat Records, being more particularly described as follows: Beginning at a point in the west line of Vine Street, twenty-five (25) feet North of the northwest corner of Polk and Vine Streets; thence North along the west line of Vine Street, twenty-five (25) feet; thence from these two points west between parallel lines, one hundred (100) feet to Van Lear Street.

Address: 2317 Vine Street, Cincinnati, OH 45219

Parcel No: 095-004-0109-00

Parcel 6:

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio and being more particularly described as follows: Lot Twenty-six (26) in Block Sixteen (16) of Findlay and Ludlow's Subdivision, recorded in Deed Book 49, Pages 420, 421, 422 Recorder's Office, Hamilton County, Ohio. Fronting twenty-five (25) feet on the west side of Vine Street and extending back one hundred (100) feet to an alley.

Address: 2319 Vine Street, Cincinnati, OH 45219

Parcel No: 095-0004-0108-00

Parcel 7:

Situate in the City of Cincinnati, Hamilton County, Ohio to wit: Being a part of Block 16 as laid out by General James Findley and J. C. and I. L. Ludlow and recorded in Book 49, Pages 420, 421 and 422 of the Hamilton County, Ohio Records. Commencing at a point on the west side of Vine Street (formerly Vince Street Road) where the south line of George Schoeberger's upper road would intersect the west side of Vine Street, said point being 100 feet north of the northwest corner of Vine Street and Polk Street, thence westwardly at right angles with Vine Street 100 feet to an alley; thence south along said alley parallel with Vine Street 25 feet; thence east and parallel to the north line 100 feet to Vine Street; thence north along Vine Street 25 feet to the place of beginning.

Address: 2321 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0107-00

Parcel 8:

Situated in the County of Hamilton, in the State of Ohio and in the City of Cincinnati, and further described as follows: Being part of the Block No. 16 laid out by General James Findlay, J.C. and J.L. Ludlow and recorded in Book 49, Pages 420, 421 and 422 of the Records of Hamilton County, Ohio and being Lot No. 24 as subdivided by the Executors of James Findlay, the said Lot being 20 feet in front on the west side of Vine Street by 100 feet deep to an alley, and being known as 2323 Vine St., Cincinnati, Ohio.

Address: 2323 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0106-00

Parcel 9:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit: All that part of Block Sixteen (16) which was laid out by General James Findlay and James C. and I.L. Ludlow and recorded in Book 49, Pages 420, 421 and 422, Hamilton County Records, being lot twenty-three (23), Block Sixteen (16) as now subdivided by the Executors of James Findlay, deceased, commencing at a point in Vine Street twenty five (25) feet north from Philip Madre's northeast corner; thence along Vine Street north twenty five (25) feet; thence westwardly one hundred (100) feet; thence south parallel with Vine Street twenty five (25) feet; thence easterly one hundred (100) feet to Vine Street to the place of beginning.

Address: 2325 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0105-00

Parcel 10:

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

All that part of Block 16 which was laid out by General James Findlay, James C. and J. L. Ludlow and recorded in Book 49, pages 420, 421 and 422 Hamilton County, Ohio, Records; being Lot Number Twenty-Two (22) in Block 16 as now subdivided by the Executors of James Findlay, deceased, estate. Beginning at the northeast corner of Lot Number 23 of Block 16 aforesaid; thence northwardly along the west side of Vine Street twenty-five (25) feet; thence westwardly along the north line of said Lot Number 22, being the south line of Lot Number 21, one hundred (100) feet; thence southwardly parallel to Vine Street twenty-five (25) feet; thence eastwardly along the north line of Lot Number 23, aforesaid, to the place of beginning.

Address: 2327 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0104-00

Parcel 11:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and bounded and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio and being all that part of Block 16, which was laid out by General James Findlay and J. C. and I. S. Ludlow, recorded in Book 49, pages 420, 421 and 422, Hamilton County, Ohio Records, and being part of Lot Number Twenty-One (21) in Block

Sixteen (16) as now subdivided by Commissioners in Case of Partition of James and Jane Findlay's Estate, being twenty (20) feet off the south side of Lot Number 21 in said Block 16 described as follows:

Commencing at the southeast corner of said Lot Number Twenty-one (21), Block Sixteen (16); thence northerly along Vine Street Twenty (20) feet from the south line of said Lot, One Hundred (100) feet to Van Lear Street; thence south along Van Lear Street Twenty (20) feet to the south line of said Lot; thence east with said line, One Hundred (100) feet to the place of beginning. Together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Address: 2329 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0103-00

Parcel 12:

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

Situate in the City of Cincinnati, Hamilton County, State of Ohio, being that part of Block 16, which was laid out by Gen. James Findlay, I:c and J.C. Ludlow, accorded in book 49, pages 420, 421 and 422 of the records of Hamilton County, Ohio, and being a part of lot 21 in the said Block No. 16, as now subdivided by the Commissioners in partition of James and Jane Findlay Estate, described as follows:

Commencing on the west side of Vine Street, 20 feet north from the southeast corner of said lot; thence westwardly parallel to and 20 feet north of the south line of said lot, 100 feet to Van Lear Street; thence with Van Lear Street, northwardly 20 feet; thence parallel with the first course 100 feet to Vine Street; thence south on Vine Street, 20 feet to the place of beginning.

Address: 2331 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0102-00

Parcel 13:

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

All that part of Block Sixteen (16) which was laid out by Jas. Findlay, Jas. C. and I. L. Ludlow, recorded in Book 49, Pages 420, 421 and 422 of the records of Hamilton County, Ohio, and being part of Lot twenty-one (21) in Block Sixteen (16) as subdivided by the commissioners in case of partition of James and Jane Findlay's estate described as follows:

Commencing on the west side of Vine Street at the northeast corner of lot twenty-one (21); thence westwardly along the north line of said lot one hundred (100) feet to Van Leer Street; thence southwardly along Van Leer Street twenty (20) feet; thence eastwardly parallel to and twenty (20) feet from the north line of said lot One hundred (100) feet; thence northwardly along Vine Street twenty (20) feet to the place of beginning.

Address: 2333 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0101-00

Parcel 14:

Situate, lying and being in the City of Cincinnati, Hamilton County, Ohio and being the South part of Lot No.20 on Map "M" made by John H. Gerard, William Grossman and William Price, Commissioners appointed by the Court of Common Pleas of Hamilton County, Ohio, to make partition among the heirs and devisees of James and Jane Findley and Ludlow's Subdivision, as shown on plat recorded in Deed

Book 49, Page 420 of the Deed Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point of intersection of the West line of Vine Street and the South line of said Lot No. 20; thence Northeastwardly along the West line of Vine Street, a distance of 27.25 feet to the Southeast corner of lands described in Certificate of Title No 29434 of the Registered Land Records of Hamilton County, Ohio; thence North 63 degrees 51 minutes West along the South line of said Registered Land 111.51 feet to the East line of Van Lear Street; thence Southwardly along the East line of Van Lear Street to the Southwest corner of said Lot No. 20; thence Eastwardly along the south line of said Lot No. 20, 100 feet more or less to the point and place of beginning.

Address: 2335 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0100-00

Exhibit C
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

Developer shall acquire the parcels making up the Property, which are recognized by the community as an important part of the CUF neighborhood leading to the community's neighborhood business district. Developer is pursuing site control to eliminate the current slum and blight conditions by demolishing the blighted structures in anticipation of a future redevelopment of the Property. The Project shall generally consist of the phases as described below, with associated costs reflected in the following budget.

(A) Acquisition. Developer shall complete all due diligence activities and acquire the following 14 parcels which collectively make up the Property:

Address	Parcel ID	Current Use
2309 Vine	095-0004-0113-00	Vacant Land
2311 Vine	095-0004-0112-00	Vacant Land
2313 Vine	095-0004-0111-00	Mixed-Use Structure
Polk Street	095-0004-0168-00	Vacant Land
2317 Vine	095-0004-0109-00	Vacant Land
2319 Vine	095-0004-0108-00	Vacant Land
2321 Vine	095-0004-0107-00	Vacant Land
2323 Vine	095-0004-0106-00	Vacant Land
2325 Vine	095-0004-0105-00	Vacant Land
2327 Vine	095-0004-0104-00	Vacant Land
2329 Vine	095-0004-0103-00	Vacant Land
2331 Vine	095-0004-0102-00	Vacant Land
2333 Vine	095-0004-0101-00	Two Family
2335 Vine	095-0004-0100-00	Single Family

(B) Demolition & Stabilization.

- (i) Demolition; Partial Demolition. Developer shall undertake demolition, as necessary and appropriate, to eliminate the slum and blight conditions affecting the Property. The demolition includes the full removal of all building structures, underlying slabs, and subsurface structures on all parcels consisting of the Property, *except for* the 2313 Vine Street Building, which shall involve only partial demolition limited to the removal of the deteriorating addition attached to the rear (west) of the structure on the property.
- (ii) Stabilization of 2313 Vine Street Building. Following Developer's partial demolition to remove the deteriorating addition from the 2313 Vine Street Building, Developer shall stabilize and preserve the remainder of the original, primary structure, including but not limited to, completing sufficient stabilization to lift any open City code orders, and to bring the 2313 Vine Street Building's condition to the City's VBML standards. Developer shall work with B&I to prioritize repairs to make the 2313 Vine Street Building safe and ultimately achieve VBML status.

(C) Marketing and Disposition; Future Project. Upon acquisition of the Property, Developer shall initiate marketing efforts to promote redevelopment of the Property and will continue these efforts through Project execution. Developer will work with community partners and real estate professionals to find potential end users for the Property. Developer shall market the Property with the intent to achieve the Future Project which will, upon completion thereof, include a minimum investment of \$7,000,000 in non-City funds towards hard construction and soft costs, consisting primarily of residential apartments. Developer shall notify the City within 30 days of Developer's receipt of a complete disposition application which shall include, but is not limited to, building and architectural plans and specifications, a redevelopment budget, a financing plan, and an operating pro forma. The marketing and disposition activity of the Project shall be deemed complete upon the sale or lease of the Property to a third-party developer or end-user, subject to the City's approval, which approval may be withheld in the in its sole and absolute discretion, and verification of financing of at least \$7,000,000 in non-City funds.

II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition			
Acquisition	\$700,000.00	\$0.00	\$700,000
SUBTOTAL ACQUISITION COSTS	\$700,000	\$0	\$700,000
Hard Construction Costs			
Demolition and Stabilization	\$117,462.00	\$-	\$117,462.00
Construction Contingency	\$0.00	\$9,853	\$9,853.00
SUBTOTAL HARD CONSTRUCTION COSTS	\$117,462.00	\$9,853	\$127,315
Soft Costs (In most cases, the City funds will not be used for soft costs)			
Alta & Topographic Survey	\$0.00	\$ 6,200.00	\$ 6,200.00
Phase I Environmental	\$0.00	\$ 3,750.00	\$ 3,750
Geotechnical Study	\$0.00	\$ 15,750	\$ 15,750
Schematic Architecture & Design	\$0.00	\$ 76,500.00	\$ 76,500.00
Market Study & Physical and Capital Needs Assessment	\$0.00	\$ 10,700.00	\$ 10,700.00
Contingency – (20%)	\$0.00	\$ 20,440.00	\$ 20,440.00
SUBTOTAL SOFT COSTS	\$0.00	\$133,340.00	\$133,340.00
TOTAL PROJECT COSTS	\$817,462	\$143,193.00	\$960,655.00

TOTAL SOURCES OF FUNDS (LEVERAGE)

City of Cincinnati NCCIP Loan	\$817,462
Clifton Heights CURC Equity	\$143,193
	\$0
TOTAL	\$960,655

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

Exhibit D
to Funding Agreement
Form of Promissory Note

SEE ATTACHED

PROMISSORY NOTE

\$817,462.00

Cincinnati, Ohio
_____, 2024
(the "Effective Date")

FOR VALUE RECEIVED, the undersigned, **CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio nonprofit corporation ("**Borrower**"), hereby promises to pay to the order of the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), the principal sum of Eight Hundred Seventeen Thousand, Four Hundred Sixty-Two and 00/100 Dollars (\$817,462.00), or so much thereof as is disbursed by the City to Borrower under that certain *Funding Agreement* executed between the Borrower and the City and dated on or about the date of this Promissory Note (the "**Funding Agreement**" and this "**Note**", respectively), together with interest as described below (the "**Loan**"). Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Funding Agreement.

This Note is secured by a mortgage on the property located at 2309, 2311, 2313, 2317-2335 Vine Street, and Parcel ID No. 095-0004-0168-00, Cincinnati, Ohio 45219 (the "**Property**"). As more particularly described in the Funding Agreement, Borrower shall use the Loan proceeds exclusively to (i) pay for the purchase price of the Property, and additional acquisition-related costs as approved in writing by the City, (ii) cause the demolition of the structures on the Property in accordance with the terms of the Funding Agreement.

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

- (a) **Amount:** The principal and amount of the Loan evidenced by this Note is Eight Hundred Seventeen Thousand, Four Hundred Sixty-Two and 00/100 Dollars (\$817,462.00).
- (b) **Term:** The term of the Loan (the "**Term**") shall be 5 years, beginning on the date of this Note (the "**Effective Date**"), and ending on the 5th anniversary thereof (the "**Maturity Date**").
- (c) **Interest Rate:** No interest shall accrue on the outstanding amount of the Loan.
- (d) **Payments:**
 - (i) **Balloon Payment:** On the Maturity Date, Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal and interest, if any, and other charges outstanding on the Loan.
 - (ii) **Forgiveness:** Notwithstanding the foregoing, the Loan is forgivable in full upon the completion of the Project, as described in the Funding Agreement, on or before the Disposition Date, as determined by the City in its sole and absolute discretion, *provided that* Borrower is in compliance with the Funding Agreement and this Note. Following the completion of the Project, Borrower may request forgiveness of the Loan, cancellation of this Note, and release the Mortgage from the City. Following the City's confirmation that the Project is complete, including (A) the City's approval of Developer's proposed end-user of the Property and Developer's subsequent disposition of the Property to the City's approved end-user, and (B) the City's confirmation that the Loan should be forgiven in accordance with this Section, the City

shall forgive the outstanding amount of the Loan, cancel this Note, and release the Mortgage.

(e) **Acceleration:** If Borrower fails to make any payment hereunder when due or otherwise defaults under this Note or the Funding Agreement, then the City shall have the right to declare the entire outstanding principal balance of this Note and all accrued interest and other charges thereon to be immediately due and payable.

(f) **Prepayment:** Borrower may prepay the Loan and accrued interest at any time, without penalty.

(g) **Default Rate of Interest; Late Charges:** If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder in the event of a default.

(h) **Due on Sale:** Notwithstanding the Maturity Date specified herein, the entire outstanding principal balance of this Note shall automatically become due and payable in full upon the sale of all or any portion of the Property unless such sale is authorized by the City in writing in accordance with the Funding Agreement.

2. **Authority.** The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.
3. **Place of Payment.** Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the City may designate in writing from time to time.
4. **Borrower's Waivers.** Borrower waives presentment, demand for payment, notice of non-payment, notice of dishonor, protest, notice of protest, and all suretyship type defenses.
5. **Default.** Upon any default under the Funding Agreement or default in the payment of principal or any other sum when due under this Note that is not cured within five (5) days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity or proceedings pursuant to the mortgage to foreclose on the Property. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.
6. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices

given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth below, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas.

SIGNATURE PAGE FOLLOWS

Executed by Borrower as of the Effective Date.

CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION
an Ohio nonprofit corporation

By: _____

Printed name: _____

Title: _____

Borrower's Contact information:

Address: 2510 Ohio Avenue, Suite C, Cincinnati, Ohio 45219

Approved as to Form:

Assistant City Solicitor

cc: Karen Alder, City Finance Director

Exhibit E
to Funding Agreement

Form of Mortgage

SEE ATTACHED

_____ space above for Recorder's office _____

MORTGAGE

THIS MORTGAGE (“**Mortgage**”) is given on _____, 2024, by **CLIFTON HEIGHTS COMMUNITY URBAN REDEVELOPMENT CORPORATION**, an Ohio non-profit corporation, the address of which is 2510 Ohio Avenue, Suite C, Cincinnati, Ohio 45219 (collectively, the “**Borrower**”). This Mortgage is given to the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”). Borrower owes the City the principal sum of \$817,462.00, or so much thereof as is disbursed by the City to Borrower pursuant to that certain *Funding Agreement* dated _____, 2024 between the parties (as the same may hereafter be amended, restated, or replaced from time to time, the “**Agreement**”) and by Borrower’s promissory note in said amount in favor of the City and executed in relation to the Agreement (as the same may hereafter be amended, restated, or replaced from time to time, the “**Note**”). This Mortgage secures to the City the repayment of the debt evidenced by the Note, the performance by Borrower of all of Borrower’s other obligations under the Agreement, and the payment of all other sums, with interest, advanced by the City under this Mortgage. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

For this purpose, Borrower does hereby grant with mortgage covenants to the City certain real property, consisting of the property described on Exhibit A (*Legal Description*) hereto, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property (the “**Property**”):

Property Address	Auditor’s Parcel ID No.
2309 Vine Street	095-0004-0113-00
2311 Vine Street	095-0004-0112-00
2313 Vine Street	095-0004-0111-00
n/a	095-0004-0168-00
2317 Vine Street	095-0004-0109-00
2319 Vine Street	095-0004-0108-00
2321 Vine Street	095-0004-0107-00
2323 Vine Street	095-0004-0106-00
2325 Vine Street	095-0004-0105-00
2327 Vine Street	095-0004-0104-00
2329 Vine Street	095-0004-0103-00
2331 Vine Street	095-0004-0102-00
2333 Vine Street	095-0004-0101-00
2335 Vine Street	095-0004-0100-00

Prior Instrument: OR Book _____, Page _____, Hamilton County, Ohio Records

Pursuant to the Agreement, the City intends to disburse up to [\$817,462.00] for use by Borrower in paying acquisition costs, construction-related demolition costs and other eligible costs associated with the Project under the Agreement.

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

Borrower and the City covenant and agree as follows:

1. Payments. Borrower shall promptly pay when due any and all amounts that may become due and payable under the Agreement and the Note, all in accordance with the terms thereof.

2. Charges; Liens. Borrower shall pay all real property taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage. If Borrower fails to do so in a timely fashion, the City may, at its option, pay such amounts pursuant to paragraph 5 hereof. Borrower shall promptly discharge any lien that has priority over this Mortgage unless the City has consented in writing to the superiority of such lien.

3. Property Insurance. Borrower shall maintain adequate property insurance on any and all improvements now existing or hereafter erected on the Property. All insurance policies and renewals shall include a standard mortgagee clause in favor of the City. If Borrower fails to maintain insurance as required hereunder, the City may, at its option, obtain such insurance pursuant to paragraph 5 hereof. Unless the City and Borrower otherwise agree in writing or unless otherwise provided in the Agreement, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.

4. Maintenance of the Property. Borrower shall maintain the Property in good condition and repair and otherwise in accordance with the terms of the Agreement.

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

6. Successors and Assigns Bound; Governing Law. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the City and Borrower, subject to the provisions of paragraph 8 hereof. This Mortgage shall be governed by the laws of the City of Cincinnati and State of Ohio.

7. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Borrower's address stated herein or any other address Borrower designates by notice to the City. Any notice to the City shall be given by first class mail to the City's address stated herein or any other address the City designates by notice to Borrower.

8. Transfer of the Property. Notwithstanding anything in the Agreement to the contrary, Developer agrees that neither the Property nor any interest therein shall be leased, sold, transferred or conveyed during the Term without the City's prior written consent. If Borrower sells or transfers the Property to anyone without the City's prior written consent, the City may, at its option, require immediate payment in full of all sums secured by this Mortgage.

9. Acceleration; Remedies. If Borrower fails to complete its construction obligations or any other obligations with respect to the Property as and when required under the Agreement, the Note, or this Mortgage, the City may declare all amounts disbursed by the City with respect to the Property to be immediately due and payable and may foreclose this Mortgage. Unless prohibited by law, Borrower shall pay to the City any and all sums, including expenses and reasonable attorneys' fees, that the City may incur or expend (a) in any proceeding to sustain the lien of this Mortgage or its priority or to defend against the liens or claims of any person asserting priority over this Mortgage, or (b) in connection with any suit at law or in equity to enforce the Note, the Agreement, or this Mortgage; to foreclose this Mortgage; or to prove the amount of or to recover any indebtedness hereby secured. All rights and remedies of the City are cumulative, and the City shall be entitled to all other rights and remedies hereunder, under the Note or Agreement, or available at law or in equity.

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

11. Maximum Principal Amount. This Mortgage shall secure the payment of any and all amounts advanced from time to time by the City to Borrower under the Note, the Agreement, or this Mortgage, and under any other promissory notes or other documents signed by Borrower and stating that such advances are secured hereby. The City shall not be obligated to make any additional advances unless the City has agreed to do so in writing. The maximum amount of unpaid loan indebtedness which may be outstanding at any time and secured hereby shall be \$817,462.00, exclusive of interest thereon and unpaid balances of advances made by the City under this Mortgage.

Signature Page Follows

**CLIFTON HEIGHTS COMMUNITY
URBAN REDEVELOPMENT CORPORATION**

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of Clifton Heights Community Urban Redevelopment Corporation, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgement.

Notary Public
My commission expires: _____

Approved as to Form

Assistant City Solicitor

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

Exhibit A
to Mortgage

Legal Description

Parcel 1:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, and bounded and described as follows: All that part of Lot 16 which was laid out by General James Findlay, Joseph C. and J.L. Ludlow, recorded in Book 49, pages 420, 421, and 422 on the Records of Hamilton County and being the North half of Lot 29 in said Block 16, as now subdivided by the Commissioner's in Case of Partition of James and Jane Findlay's Estate, being 25 feet front on Vine Street by 100 feet deep to Van Lear Street. Together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Address: 2309 Vine Street, Cincinnati, OH 45219
PPN: 095-0004-0113-00

Parcel 2:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, to wit:
Being the South half of Lot No. 28, in Block 16, on a map made by John H. Garrard, and William Prince and William Copmann, appointed by the Court of Common Pleas of Hamilton County, to make a partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said Court at the October Term, 1853. Said Lot No. 28, Block 16, was in said proceedings in partition set off to Nancy J. Findlay, said South half of said Lot No. 28, in Block 16 fronts 25 feet on the west side of Vine Street and runs back 100 feet to Van Leer Street.

Address: 2311 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0112-00

Parcel 3:

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

The easterly 59 feet of the North half of that certain lot of land in said city, County and State, known and designated as Lot No. Twenty-Eight (28) of Block Sixteen (16), on map made by John H. Gerald, William Price and William Crossman, appointed by the Court of Common Pleas of Hamilton County, to make partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said court at the October Term 1853. Said lot No. 28, Block 16, was in said proceedings in partition set off to Nancy J. Findlay. Said Lot No. 28, Block 16, fronts fifty (50) feet on the west of Vine Street and running back one hundred (100) feet to Van Lear Street; the premises herein conveyed beginning at the southwest corner of Vine and Polk Streets; thence west on the south line of Polk Street 59 feet; thence of South parallel with Vine Street 25 feet; thence east parallel with Polk Street 59 feet to the west line of Vine Street; thence North on the West line of Vine Street 25 feet to the place of beginning.

Address: 2313 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0111-00

Parcel 4:

Situate in the City of Cincinnati, Hamilton County, Ohio and being part of Lot 28 of Block 16 on map made by John H. Gerard, William Price and William Crossman, appointed by the Court of Common Pleas of Hamilton County, to make partition among the devisees and heirs of James and Jane Findlay, approved and confirmed by the said court at the October term, 1853, and more particularly described as follows:

Beginning at the southeast corner of Polk Street and Van Lear Street, said point beginning at the northwest corner of Lot 28 aforesaid; thence East on the North line of Lot 28 and the South line of Polk Street, forty one (41) feet to a point; thence South on a line parallel to Van Lear Street twenty-five (25) feet to grantor's South line; thence West on a line parallel to the North line of Lot 28, forty-one (41) feet to the East line of Van Lear Street; thence North on the East line of Van Lear Street, twenty-five (25) feet to the place of beginning.

Address: none

Parcel No: 095-0004-0168-00

Parcel 5:

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio. Being the North half of Lot 27 of Findlay's subdivision by the Commissioner, Plat of which is recorded in Deed Book 81, page 67, Hamilton County, Ohio Plat Records, being more particularly described as follows: Beginning at a point in the west line of Vine Street, twenty-five (25) feet North of the northwest corner of Polk and Vine Streets; thence North along the west line of Vine Street, twenty-five (25) feet; thence from these two points west between parallel lines, one hundred (100) feet to Van Lear Street.

Address: 2317 Vine Street, Cincinnati, OH 45219

Parcel No: 095-004-0109-00

Parcel 6:

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio and being more particularly described as follows: Lot Twenty-six (26) in Block Sixteen (16) of Findlay and Ludlow's Subdivision, recorded in Deed Book 49, Pages 420, 421, 422 Recorder's Office, Hamilton County, Ohio. Fronting twenty-five (25) feet on the west side of Vine Street and extending back one hundred (100) feet to an alley.

Address: 2319 Vine Street, Cincinnati, OH 45219

Parcel No: 095-0004-0108-00

Parcel 7:

Situate in the City of Cincinnati, Hamilton County, Ohio to wit: Being a part of Block 16 as laid out by General James Findley and J. C. and I. L. Ludlow and recorded in Book 49, Pages 420, 421 and 422 of the Hamilton County, Ohio Records. Commencing at a point on the west side of Vine Street (formerly Vince Street Road) where the south line of George Schoeberger's upper road would intersect the west side of Vine Street, said point being 100 feet north of the northwest corner of Vine Street and Polk Street, thence westwardly at right angles with Vine Street 100 feet to an alley; thence south along said alley parallel with Vine Street 25 feet; thence east and parallel to the north line 100 feet to Vine Street; thence north along Vine Street 25 feet to the place of beginning.

Address: 2321 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0107-00

Parcel 8:

Situated in the County of Hamilton, in the State of Ohio and in the City of Cincinnati, and further described as follows: Being part of the Block No. 16 laid out by General James Findley, J.C. and J.L. Ludlow and recorded in Book 49, Pages 420, 421 and 422 of the Records of Hamilton County, Ohio and being Lot No. 24 as subdivided by the Executors of James Findley, the said Lot being 20 feet in front on the west side of Vine Street by 100 feet deep to an alley, and being known as 2323 Vine St., Cincinnati, Ohio.

Address: 2323 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0106-00

Parcel 9:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit: All that part of Block Sixteen (16) which was laid out by General James Findley and James C. and I.L. Ludlow and recorded in Book 49, Pages 420, 421 and 422, Hamilton County Records, being lot twenty-three (23), Block Sixteen (16) as now subdivided by the Executors of James Findley, deceased, commencing at a point in Vine Street twenty five (25) feet north from Philip Madre's northeast corner; thence along Vine Street north twenty five (25) feet; thence westwardly one hundred (100) feet; thence south parallel with Vine Street twenty five (25) feet; thence easterly one hundred (100) feet to Vine Street to the place of beginning.

Address: 2325 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0105-00

Parcel 10:

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

All that part of Block 16 which was laid out by General James Findlay, James C. and J. L. Ludlow and recorded in Book 49, pages 420, 421 and 422 Hamilton County, Ohio, Records; being Lot Number Twenty-Two (22) in Block 16 as now subdivided by the Executors of James Findlay, deceased, estate. Beginning at the northeast corner of Lot Number 23 of Block 16 aforesaid; thence northwardly along the west side of Vine Street twenty-five (25) feet; thence westwardly along the north line of said Lot Number 22, being the south line of Lot Number 21, one hundred (100) feet; thence southwardly parallel to Vine Street twenty-five (25) feet; thence eastwardly along the north line of Lot Number 23, aforesaid, to the place of beginning.

Address: 2327 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0104-00

Parcel 11:

Situated in the City of Cincinnati, County of Hamilton and State of Ohio and bounded and more particularly described as follows:

Situate in the City of Cincinnati, Hamilton County, Ohio and being all that part of Block 16, which was laid out by General James Findlay and J. C. and I. S. Ludlow, recorded in Book 49, pages 420, 421 and 422, Hamilton County, Ohio Records, and being part of Lot Number Twenty-One (21) in Block Sixteen (16) as now subdivided by Commissioners in Case of Partition of James and Jane Findlay's Estate, being twenty (20) feet off the south side of Lot Number 21 in said Block 16 described as follows:

Commencing at the southeast corner of said Lot Number Twenty-one (21), Block Sixteen (16); thence northerly along Vine Street Twenty (20) feet from the south line of said Lot, One Hundred (100) feet to Van Lear Street; thence south along Van Lear Street Twenty (20) feet to the south line of said Lot; thence east with said line, One Hundred (100) feet to the place of beginning. Together with and subject to easements, restrictions, conditions and covenants of record and subject to all legal highways.

Address: 2329 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0103-00

Parcel 12:

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

Situate in the City of Cincinnati, Hamilton County, State of Ohio, being that part of Block 16, which was laid out by Gen. James Findlay, I:c and J.C. Ludlow, accorded in book 49, pages 420, 421 and 422 of the records of Hamilton County, Ohio, and being a part of lot 21 in the said Block No. 16, as now subdivided by the Commissioners in partition of James and Jane Findlay Estate, described as follows:

Commencing on the west side of Vine Street, 20 feet north from the southeast corner of said lot; thence westwardly parallel to and 20 feet north of the south line of said lot, 100 feet to Van Lear Street; thence with Van Lear Street, northwardly 20 feet; thence parallel with the first course 100 feet to Vine Street; thence south on Vine Street, 20 feet to the place of beginning.

Address: 2331 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0102-00

Parcel 13:

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

All that part of Block Sixteen (16) which was laid out by Jas. Findlay, Jas. C. and I. L. Ludlow, recorded in Book 49, Pages 420, 421 and 422 of the records of Hamilton County, Ohio, and being part of Lot twenty-one (21) in Block Sixteen (16) as subdivided by the commissioners in case of partition of James and Jane Findlay's estate described as follows:

Commencing on the west side of Vine Street at the northeast corner of lot twenty-one (21); thence westwardly along the north line of said lot one hundred (100) feet to Van Leer Street; thence southwardly along Van Leer Street twenty (20) feet; thence eastwardly parallel to and twenty (20) feet from the north line of said lot One hundred (100) feet; thence northwardly along Vine Street twenty (20) feet to the place of beginning.

Address: 2333 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0101-00

Parcel 14:

Situate, lying and being in the City of Cincinnati, Hamilton County, Ohio and being the South part of Lot No.20 on Map "M" made by John H. Gerard, William Grossman and William Price, Commissioners appointed by the Court of Common Pleas of Hamilton County, Ohio, to make partition among the heirs and devisees of James and Jane Findley and Ludlow's Subdivision, as shown on plat recorded in Deed Book 49, Page 420 of the Deed Records of Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point of intersection of the West line of Vine Street and the South line of said Lot No. 20; thence Northeastwardly along the West line of Vine Street, a distance of 27.25 feet to the Southeast corner of lands described in Certificate of Title No 29434 of the Registered Land Records of Hamilton County, Ohio; thence North 63 degrees 51 minutes West along the South line of said Registered Land 111.51 feet to the East line of Van Lear Street; thence Southwardly along the East line of Van Lear Street to the Southwest corner of said Lot No. 20; thence Eastwardly along the south line of said Lot No. 20, 100 feet more or less to the point and place of beginning.

Address: 2335 Vine Street, Cincinnati, OH 45219
Parcel No: 095-0004-0100-00

Exhibit F
to Funding Agreement

Disbursement of Funds

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

(i) With respect to all of the Funds, Developer has executed and delivered to the City the Mortgage and the Note;

(ii) With respect to all of the Funds, Developer has provided the City with evidence of insurance required under this Agreement;

(iii) With respect to all of the Funds, Developer has provided the City with evidence that it has obtained all licenses, permits, governmental approvals, and the like necessary for the construction work;

(iv) With respect to all of the Funds, Developer has provided the City with evidence that Developer has secured all other funds necessary to complete the Project;

(v) With respect to the Construction Funds, Closing has occurred;

(vi) With respect to the Construction Funds, the City has approved of the Due Diligence Materials and construction shall have commenced and is proceeding in accordance with all City-approved Plans and Specifications, Budget, and Construction Schedule;

(vii) With respect to all of the Funds, Developer has provided the City with such other documents, reports, and information relating to the Project as the City has reasonably requested;

(viii) With respect to all of the Funds, Developer has complied with all obligations under Exhibit G of this Agreement; and

(ix) With respect to all of the Funds, Developer is not in default under this Agreement.

(B) Disbursement of Funds. Provided all of the requirements for disbursement of the Funds shall have been satisfied, the City shall disburse the Funds to Developer. The City shall disburse the Closing Funds as described in Section 4(D)(i) of the Agreement. The City shall disburse the Construction Funds on a reimbursement basis and pro-rata with all other construction funds being utilized for the Construction portion of the Project (i.e., the Construction Funds shall not be first in), subject to the retainage requirements set forth in section (D) below. Developer shall not be entitled to a disbursement of Funds to pay for costs incurred prior to the Effective Date. Developer shall request the Funds and shall use the Funds solely for the purposes permitted under the Agreement. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of Funds for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose expressly disapproved in writing by the City. Developer shall not request a disbursement of the Construction Funds for any expenditure that is not itemized on or contemplated by the approved budget or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld. Disbursements from the project account shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work up to the

amount of such items as set forth in Developer's request for payment. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Project are not sufficient to pay for all the costs to complete construction. Developer acknowledges that the obligation of the City to disburse the Funds to Developer shall be limited to the Funds to be made available by the City under this Agreement. Developer shall provide all additional funds from other resources to complete the Project. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the Funds available to Developer, to the extent such Funds have not been disbursed, shall terminate thirty (30) days following completion of the Project.

(C) Draw Procedure for Construction Funds.

(i) Frequency. Developer may make disbursement requests of the Construction Funds no more frequently than once in any thirty (30) day period.

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

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

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

End of Exhibit

Exhibit G
to Funding Agreement

Additional Requirements

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

This Exhibit serves two functions:

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

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

(A) Construction Workforce.

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party,

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

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

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

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply

materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

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

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

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

(G) Equal Employment Opportunity.

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

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

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

may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

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

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

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

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

(M) Wage Enforcement.

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

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

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

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or

Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

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

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

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