

**FIRST AMENDMENT  
to Community Reinvestment Area Tax Exemption Agreement**

THIS FIRST AMENDMENT TO COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT (this "**Amendment**") is entered into on the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation (the "**City**"), BAM REALTY GROUP, LLC, an Ohio limited liability company ("**Prior Owner**"), and ATE FORTH STREET LLC, an Ohio limited liability company ("**New Owner**").

Recitals:

A. The City and Prior Owner are parties to a *Community Reinvestment Area Tax Exemption Agreement* dated December 13, 2016 (the "**Agreement**"), where Prior Owner agreed to remodel an existing building located at 8 E. Fourth Street, Cincinnati, Ohio 45202 (the "**Property**"), into a restaurant, a bar, and offices as more particularly described in the Agreement (the "**Project**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. Prior Owner conveyed the Property to New Owner pursuant to a *General Warranty Deed* executed July 2, 2025, recorded on July 9, 2025, in O.R. Book 15453, Page 1154, Hamilton County, Ohio Records.

C. Prior Owner has informed the City that the Project was not completed by the June 1, 2017, completion deadline set forth in the Agreement, but Prior Owner completed the Project on January 24, 2018, as evidenced by a certificate of occupancy. New Owner has requested that the City amend the Agreement to extend the completion deadline for the Project to January 24, 2018, and amend the commencement of the abatement to no later than 2018. The City is agreeable to amending the completion deadline and the abatement commencement deadline, on and subject to the terms and conditions of this Amendment.

D. New Owner has represented to the City that the offices portion of the Project is in need of additional renovations. New Owner has requested that the City agree to amend the Agreement to extend the tax abatement an additional 5 years to help New Owner absorb the additional costs of the renovations and continue to grow.

E. New Owner has represented to the City that the second and third floor office improvements will create temporary construction jobs and one full-time permanent job while retaining 27 existing full-time equivalent jobs at the Property, and change the estimated cost of improvements to \$2,400,000.

F. The City, upon the recommendation of the Department of Community and Economic Development, is willing to amend the Agreement to extend the abatement term by 5 years to account for the additional improvements to the Property.

G. In addition to the Agreement, as amended hereby, the City and New Owner are parties to a *Funding Agreement* dated on or about the Effective Date hereof, pursuant to which the City agreed to provide New Owner with financial support for the reactivation of the second and third floors of the Property for New Owner's use as its headquarters office.

H. Following the execution of the Agreement, the City and the Board of Education entered into that certain *Tax Incentive Agreement*, executed on April 28, 2020, pursuant to which, the Board of Education approved exemptions of up to 100% of Community Reinvestment Area projects on and after April 28, 2020, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

I. New Owner has entered into (or will enter into) a second agreement with the Board of Education requiring New Owner to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes for the Additional Abatement Period (as defined below) that would have been paid to the Hamilton County Auditor if the Agreement, as amended hereby, was not in effect (the "Board of Education Agreement").

J. Prior Owner desires to assign, and New Owner desires to assume, the Agreement as amended hereby in all respects. The aforementioned assignment requires the express written approval of the City, acting through the City Manager.

K. The City is agreeable to consenting to the foregoing assignment on and subject to the terms and conditions of this Amendment.

L. This Amendment has been authorized by Ordinance No. \_\_\_\_-202\_\_, passed by Cincinnati City Council on \_\_\_\_\_, 202\_\_.

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** Prior Owner hereby grants, bargains, sells, transfers, conveys, and assigns to New Owner all of Prior Owner's right, title, and interest in and to the Agreement.

2. **New Owner's Assumption of All Rights and Obligations.** New Owner hereby agrees to the above assignment and agrees that it will assume all rights, duties and obligations of the "Company" under the Agreement.

3. **Consent to Assignment.** Solely for the purposes of the Agreement, and without consenting to further transfers, assignments, or anything other than the assignment of Prior Owner's interest in the Agreement from Prior Owner to New Owner, the City hereby consents to the assignment of Prior Owner's interest in the Agreement from Prior Owner to New Owner. The City, Prior Owner, and New Owner hereby agree that, on and after the Effective Date of this Amendment, the term "Company" within the Agreement shall refer to New Owner and not Prior Owner.

4. **Board of Education of the Cincinnati School District.** Recital L. and Recital M. are hereby deleted and replaced with the following:

L. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to (i) an agreement with the City entered into on July 2, 1999 (as amended), and (ii) a *Tax Incentive Agreement*, effective as of April 28, 2020, each entered into between the Board of Education and the City, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

M. The Company has entered into (or will enter into) (i) during the Initial Abatement Period (as defined in Section 2), an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to twenty-five percent (25%) of the full amount of exempt real property taxes that would have been paid to the Hamilton County Auditor if this Agreement were not in effect (the "1999 Board of Education Agreement"); and (ii) during the Additional Abatement Period (as defined in Section 2), an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to the Hamilton County Auditor if this Agreement were not in effect (the "2020 Board of Education Agreement", and together with the 1999 Board of Education Agreement, the "Board of Education Agreement").

5. **Funding Agreement.** The following new Recital V shall be added and incorporated into the Agreement:

V. The City and the Company are parties to a *Funding Agreement* dated \_\_\_\_\_, 2025 (the "Funding Agreement") pursuant to which the City agreed to provide the Company with financial support for the reactivation of the second and third floors of the Property for the Company's use as its headquarters office.

6. **Project Cost and Completion.** With reference to Section 1 of the Agreement, the phrase "at an estimated aggregate construction cost of Two Million Dollars (\$2,000,000) to commence after the execution of this Agreement and to be completed no later than June 1, 2017." is hereby deleted and the phrase "at an estimated aggregate construction cost of \$2,000,000 to commence after the execution of this Agreement and to be completed no later than January 24, 2018." is inserted in its place.

7. **Real Property Tax Exemption.** Section 2 of the Agreement is hereby deleted and replaced with the following:

Section 2. **Real Property Tax Exemption.** Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of seventy-five percent (75%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of eight (8) years, provided that the Company shall have entered into the 1999 Board of Education Agreement. After completion of the Project, the Company must file the appropriate application for tax exemption with the City's Housing Officer for the City of Cincinnati, the Director of the City's Department of Community and Economic Development (the "Housing Officer"), to proceed with the exemption authorized by this Agreement. The Company is solely responsible to take this action. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2018 nor extend beyond the earlier of (i) tax year 2025 or (ii) the end of the eighth (8<sup>th</sup>) year of exemption (the "Initial Abatement Period"). Commencing at the end of the eighth (8<sup>th</sup>) year of the exemption, and provided the Company shall have entered into the 2020 Board of Education Agreement, the exemption shall continue an additional five (5) years, to end no later than the end of tax year 2030 (the "Additional Abatement Period").

8. **Jobs.** Section 12 of the Agreement is hereby deleted and replaced with the following:

Section 12. **Jobs.** At the start of the Initial Abatement Period, the Company represents that the Company will have two (2) existing full-time employees with annual payroll of approximately sixty thousand dollars (\$60,000) at the Property or in the State. At the start of the Additional Abatement Period, the Company represents that the Company will have 27 existing full-time employees with annual payroll of approximately \$2,749,000 at the Property (the "Retained Jobs").

9. **Job Creation and Retention.** Section 13. A. and B. of the Agreement are hereby deleted and replaced with the following:

A. **Jobs to be Created by Company.** The Company agrees to use its best efforts to cause the Retained Jobs to be retained at the Property, and additionally to create (i) twenty-five (25) full-time permanent jobs during the Initial Abatement Period, (ii) one (1) full-time permanent job during the Additional Abatement Period, and (iii) sixty (60) full-time temporary construction jobs, in each case at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling. In the case of the other jobs described herein, the job creation period during the Initial Abatement Period shall begin upon completion of remodeling and shall end 3 years thereafter, and the job creation period during the Additional Abatement Period shall begin upon completion of remodeling and shall end 1 year thereafter, and the job retention period shall continue for the full term of the abatement (i.e., the Initial Abatement Period and the Additional Abatement Period).

B. **Company's Estimated Payroll Increase.** The Company's increase in the number of employees will result in approximately (i) \$465,000 of additional annual payroll with respect to the full-time permanent jobs created during the Initial Abatement Period, (ii) \$97,400 of additional annual payroll with respect to the full-time permanent jobs created during the Additional Abatement Period, and (iii) \$700,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

10. **Default.** Section 16 of the Agreement is hereby deleted and replaced with the following:

Section 16. **Default.** As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

11. **Annual Fee.** Section 21 of the Agreement is hereby deleted and replaced with the following:

Section 21. **Annual Fee.** The Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this

Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

12. **Notice Address of New Owner.** For purposes of Section 23 of the Agreement, the notice address of the Company shall be:

Ate Forth Street LLC  
8 E. Fourth Street  
Cincinnati, Ohio 45202

13. **General Indemnity.** The following new Section 37 shall be added and incorporated into the Agreement:

37. **General Indemnity.** Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Company 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 the Company, its agents, employees, contractors, subcontractors, licensees, invitees, or anyone else acting at the request of the Company in connection with the Project. The Company's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

14. **Release.** In consideration of the City's execution of this Amendment, Prior Owner and New owner, each on behalf of itself, hereby waives any and all defaults or failures to observe or perform any of the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure or liability occurred or arose before the Effective Date hereof.

15. **Reaffirmation.** All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties.

16. **Counterparts and Electronic Signatures.** This Amendment 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 Amendment may be executed and delivered by electronic signature.

*[Signature Page Follows]*

Executed by the parties 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: \_\_\_\_\_, 2025

**BAM REALTY GROUP, LLC,**  
an Ohio limited liability company

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

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

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

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

**ATE FORTH STREET LLC,**  
an Ohio limited liability company

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

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

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

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

Approved as to Form:

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

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

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

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

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

Steve Webb, City Finance Director  
4932-8277-1571, v. 8