

COMMUNITY BENEFITS AGREEMENT

This COMMUNITY BENEFITS AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____ 2018, among Fussball Club Cincinnati, LLC, a Delaware limited liability company (“FCC”), [FC Cincinnati StadCo¹] (the “Developer”) and the City of Cincinnati (the “City”).

1. Purpose. The purpose of this Agreement is to (a) provide for a coordinated effort among FCC, the Developer, and the City to facilitate an improved quality of life in the West End specifically and the City generally through (i) the Developer’s construction of a 100% privately funded, first-class MLS soccer-specific stadium at the FCC Stadium Site (the “FCC Stadium”), (ii) the construction of a new first-class, multipurpose, outdoor high school athletics stadium at the New Stargel Stadium Site (“New Stargel Stadium” and together with the construction of the FCC Stadium and related infrastructure, the “Project”), and (iii) FCC’s operation of an MLS team at the FCC Stadium, and (b) for City to support the Project, with the support of West End residents. This Agreement will, among other things, (A) require workforce inclusion and diversity in the Project, (B) set forth prevailing wage requirements, (C) establish a local hiring program and hiring preferences for West End residents, (D) enhance FCC supplier diversity and provide West End businesses priority for FCC supplier and vendor contracts, (E) provide for West End input on certain FCC Stadium design elements, (F) provide for cooperation on traffic and security issues related to the FCC Stadium, (G) provide for a residential parking permit program for the West End, (H) provide for a study on the effects of the Project and development generally on housing costs in the West End, (I) support affordable housing in the West End, (J) provide for FCC commitments to local civic and other organizations, (K) provide for FCC’s cooperation in the economic development of the West End, and (L) provide for FCC to make a commitment to support soccer in the West End.

2. Definitions. As used in this Agreement, the following capitalized terms shall have the respective meanings set forth in this Section 2. All definitions include both the singular and plural form. Any capitalized term not specifically defined herein shall have the respective meaning set forth in the Development Agreement.

“AACC” means the African American Chamber of Commerce of Greater Cincinnati / Northern Kentucky.

“City” means the City of Cincinnati.

“City Council” means the Cincinnati City Council.

“Community Advisory Council” means a working group of community representatives to assist the City with the implementation of this Agreement and facilitate ongoing dialogue between the City and FCC. [The Community Advisory Council shall consist of [• (•)] individual members who currently live or work in the West End to be selected by the City, two of whom must be members of the executive board of the West End Community Council and two of whom

¹ Note to City: This will be the entity that will own and develop the stadium (which has not been formed yet), and will have the same ownership as FCC. We are happy to discuss the entity structure and the reasons for it.

must be business owners or non-profit/faith-based leaders in the West End]². The City may remove any members of the Community Advisory Council at any time for cause or without cause, and/or may fill any of its vacancies on the Community Advisory Council, arising at any time and from any cause. Any member of the Community Advisory Council may resign from office at any time. Such resignation must be made in writing and will take effect at the time specified therein, and if no time be specified, at the time of its receipt by the City. The acceptance of a resignation by the City will not be necessary to make it effective. The corporate governance of the Community Advisory Council shall be collectively determined by its members with the intention that the Community Advisory Council shall be a cooperative and inclusive organization whose mission and objective is consistent with the mission and objective of the Project and this Agreement.

“Contractor” means a prime contractor, a subcontractor, or any other business entering into a contract with the Developer related to the construction of the Project or part thereof (including the General Contractor).

“Employer” means: (a) any Contractor, (b) FCC, or (c) the Developer, excluding (i) businesses, including their parent and subsidiary entities, employing twenty-five (25) or fewer employees for each working day in each of twenty or more calendar weeks in the preceding or current calendar year, so long as the business, including any of its subcontractors, will not need to retain more than twenty-five (25) employees to perform work related to the Project and (ii) businesses classified as tax-exempt under Internal Revenue Service Code, section 501(c)(3), to provide community-based social services, and whose highest paid officer earns a salary that, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.

“Economic Inclusion Plan” shall have the meaning set forth in Section 6(b).

“Effective Date” shall have the meaning set forth in the Development Agreement.

“FCC Stadium Site” shall have the meaning set forth in the Development Agreement.

“First Source Referral System” means the system developed and operated to implement the First Source Hiring Program, described in Attachment A, and the organization, operation, and administration of it.

“General Contractor” means [•].

“Inclusion Consultant” shall have the meaning set forth in Section 6(b).

“Inclusion Corrective Action Plan” shall have the meaning set forth in Section 6(d).

“Job Notification Program” shall mean the program described in Attachment A.

² Note to City: FCC is open to discuss the ideal process to identify and select individuals to create a representative, effective, and efficient Community Advisory Council. If acceptable to the City and the West End Community Council, FCC would propose that Mark Mallory serve on the council.

“Local Hiring Corrective Action Plan” shall have the meaning set forth in Section 7(c).

“MLS” means Major League Soccer L.L.C.

“New Stargel Stadium Site” shall have the meaning set forth in the Development Agreement.

“Previously Incarcerated Individual” shall mean any rehabilitated individual living in the City who has completed all sentencing requirements associated with the previous commission of crimes and who is meeting all applicable conditions of probation or parole, but excluding those individuals convicted of violent crimes, sexual offenses, or crimes against minors.

“Redevelopment Authority” means the Greater Cincinnati Redevelopment Authority.

“Redevelopment Authority Inclusion Standards” means the Economic Inclusion Policy of the Redevelopment Authority adopted by the Board of Directors of the Redevelopment Authority on June 14, 2017 and attached hereto as Schedule 1.

“Site” means the New Stargel Stadium Site or the FCC Stadium Site.

“Supplier Inclusion Plan” shall have the meaning set forth in Section 8(b).

“Targeted Applicants” shall have the meaning set forth in Section 7(a).

“West End” means the West End neighborhood of Cincinnati, comprising 2010 United States Census tracts 2, 264, 265 (block group 1 only), and 269.

“West End Community Council” means the West End Community Council, an Ohio non-profit corporation.

3. FCC Stadium Design Elements. The Developer shall solicit input feedback from the Community Advisory Council on the various design elements of the FCC Stadium affecting the West End, including buffering (distance between the FCC Stadium structure and the surrounding neighborhood), the exterior aesthetic, lights, noise, security (in and around the stadium), parking, traffic, and clean-up. The Developer shall consider in good faith such input and feedback in the final FCC Stadium plans, which are subject to MLS rules and applicable federal, state, and City laws, rules, regulations, ordinances.

4. New Stargel Stadium Design Elements. FCC shall or shall cause the developer of New Stargel Stadium to solicit input and feedback from the Community Advisory Council on the various design elements of New Stargel Stadium affecting the West End, including buffering (distance between the New Stargel Stadium structure and the surrounding neighborhood), the exterior aesthetic, lights, noise, security (in and around the stadium), parking, and clean-up. FCC shall or shall cause the developer of New Stargel Stadium to consider in good faith such input and feedback in the final New Stargel Stadium plans, which are subject to applicable federal, state, and City laws, rules, regulations and ordinances.

5. Prevailing Wages. FCC and the Developer shall, and each shall cause the General Contractor and each Employer to comply with the City's prevailing wage ordinance for all aspects of the Project, whether or not such ordinance is applicable to that specific aspect of the Project.

6. Economic Inclusion.

(a) FCC and the Developer shall and shall use all diligent efforts, in good faith, to cause the General Contractor and each Employer to comply with the Redevelopment Authority Inclusion Standards with respect to the Project. FCC and the Developer view such standards as only the minimum, and FCC and the Developer shall use all diligent efforts, in good faith, to and to cause the General Contractor and each Employer to strive to exceed the goals of the Redevelopment Authority Inclusion Standards with respect to the Project.

(b) The City and FCC shall jointly seek a nonprofit corporation or government entity (such as the Redevelopment Authority, City, or Hamilton County Office of Economic Inclusion and/or the AACC or USA Regional Chamber) that is willing and able to advise, consult, and monitor FCC and the Developer's compliance with this Section 6 (the "Inclusion Consultant"). FCC and the Developer shall work in good faith with such entity to evaluate whether such role requires additional funding needs, and if so, FCC and the Developer shall contribute reasonable funds or jointly with the City and the Inclusion Consultant, use all diligent efforts in good faith to identify additional funding sources to support such funding needs.

(c) The Developer shall require the General Contractor to draft an economic inclusion plan (the "Economic Inclusion Plan") that will outline how it will achieve the goals set forth in the Redevelopment Authority Inclusion Standards. The Developer shall cause the General Contractor to make available the Economic Inclusion Plan to the City, the Inclusion Consultant, and the Community Advisory Council as promptly as practicable. The Developer, the General Contractor, the Inclusion Consultant, and the City shall have at least one meeting to discuss and answer questions regarding the Economic Inclusion Plan with the Community Advisory Council. The Developer shall use its diligent, good faith efforts to cause the General Contractor to make reasonable modifications to the Economic Inclusion Plan to the extent the City identifies any material deficiencies in the Economic Inclusion Plan that would reasonably be expected to materially increase the likelihood the Project will fail to meet the Redevelopment Authority Inclusion Standards.

(d) If the General Contractor fails to meet the goals of the Redevelopment Authority Inclusion Standards during any six (6) month period, the City, in consultation with the Inclusion Consultant and the Community Advisory Council may require the Developer and the General Contractor to provide reasons it has not met the applicable requirement, and the City, in consultation with the Inclusion Consultant and the Community Advisory Council may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. If the reason(s) provided by the Developer and the General Contractor are determined to be inadequate by the City,

in its reasonable discretion, the City shall deliver to the Developer, the General Contractor, the Inclusion Consultant, and the Community Advisory Council a written notice detailing why such reason(s) are inadequate. The Developer and the General Contractor shall develop as quickly as practicable (but in any event within four (4) weeks of the City's notice of inadequacy) and provide to the City, the Inclusion Consultant, and the Community Advisory Council for review, a corrective action plan (the "Inclusion Corrective Action Plan") which outlines the steps the Developer and the General Contractor will take during the following six (6) months to meet the goals in the Redevelopment Authority Inclusion Standards to remedy such failures. If the Developer and the General Contractor fail to timely provide the Inclusion Corrective Action Plan or fail to take the steps set forth in such Inclusion Corrective Action Plan in a timely manner, the City, in consultation with the Inclusion Consultant and the Community Advisory Council, can seek the following remedies, in addition to any other remedy at law or in equity: (a) cause the Developer and the General Contractor to engage in an Inclusive Corrective Action Plan developed by the City, in consultation with the Inclusion Consultant and the Community Advisory Council; and/or (b) if the Developer and the General Contractor fail to complete such Inclusive Corrective Action Plan for a year, the City, in consultation with the Inclusion Consultant and the Community Advisory Council may seek any additional remedy available under this Agreement, including specific performance.

7. Local Hiring.

(a) First Source Hiring Program. This Section 6 and Attachment A set forth steps the Developer and the City shall take to promote employment of Targeted Applicants by Employers within the Project. "Targeted Applicants" are individuals whose residence is in the West End, low-income individuals living within the City, and Previously Incarcerated Individuals. FCC and the Developer shall, and shall exercise diligent, good-faith efforts to cause Employers, to comply with the First Source Hiring Program described on Attachment A.

(b) Reporting. On a semi-annual basis, each Employer shall notify the Community Advisory Council of the number of Targeted Applicants employed by such Employer on the Project during the prior quarter and the total number of employees employed by such Employer on the Project during the prior quarter.

(c) Failure to Meet Requirements. In the event an Employer fails to during any six (6) month period to comply in all material respects with the First Source Hiring Program, the City, in consultation with the Community Advisory Council, may require such Employer to provide reasons it has not complied and the City, in consultation with the Community Advisory Council, may determine whether such reasons are adequate so as to not pursue any remedy set forth herein or otherwise available. If the reason(s) provided by such Employer are determined to be inadequate by the City, in its reasonable discretion, the City shall deliver to such Employer, the Developer, the General Contractor, and the Community Advisory Council a written notice detailing why such reason(s) are inadequate. Such Employer shall develop as quickly as practicable (but in any event within four (4) weeks of receipt of such notice) and provide to the City and the

Community Advisory Council for review, a corrective action plan (the “Local Hiring Corrective Action Plan”) which outlines the steps such Employer will take during the following six (6) months to comply with the First Source Hiring Program. If such Employer fails to timely provide a Local Hiring Corrective Action Plan or fails to take the steps set forth in such Local Hiring Corrective Action Plan in a timely manner, the City, in consultation with Community Advisory Council, can seek the following remedies, in addition to any other remedy at law or in equity: (a) cause such Employer to engage in a Local Hiring Corrective Action Plan developed by the City, in consultation with the Community Advisory Council; and/or (b) if such Employer fails to complete such Local Hiring Corrective Action Plan for a year, the City, in consultation with the Community Advisory Council may seek any additional remedy available under this Agreement, including specific performance.

8. FCC Supplier Diversity and West End Preference.

(a) FCC shall engage a nonprofit corporation or government entity (such as the Redevelopment Authority, City, or Hamilton County Office of Economic Inclusion and/or the AACC or USA Regional Chamber) that is willing and able to advise and consult with FCC on how it can increase the diversity of its suppliers and meet or exceed the goal of the Redevelopment Authority Inclusion Standards and adopt preferences for West End businesses for supplier and vendor contracts on an ongoing basis.

(b) FCC shall draft and adopt a supplier inclusion plan (the “Supplier Inclusion Plan”) that will outline how FCC will seek to achieve the goals set forth in the Redevelopment Authority Inclusion Standards and adopt preferences for West End businesses for supplier and vendor contracts on an ongoing basis. FCC shall make available the Supplier Inclusion Plan to the City and the Community Advisory Council, and FCC and the City shall have at least one meeting with the Community Advisory Council to discuss and answer questions regarding the Supplier Inclusion Plan. FCC shall make reasonable modifications to the Supplier Inclusion Plan to the extent the City identifies material deficiencies in the Supplier Inclusion Plan that would reasonably be expected to materially increase the likelihood FCC will fail to meet the Redevelopment Authority Inclusion Standards on an ongoing basis.

9. Community Protection.

(a) Traffic. The Developer and the City shall commission a traffic study to study the traffic impact of the Project. The Developer and the City shall make the traffic study available to the Community Advisory Council. The Developer and the City shall discuss with the Community Advisory Counsel the traffic management plan for traffic in and around the FCC Stadium, including Central Parkway, Liberty St., Ezzard Charles Dr. and Linn St. and the nearby I-75 and I-71 interchanges, and shall use commercially reasonable efforts, to the extent practicable and subject to applicable federal, state, and City laws, rules, regulations, ordinances, incorporate any reasonable input and feedback into the traffic management plan. The Developer and the City, in consultation with the Community Advisory Council, shall establish a traffic liaison to assist the West End with traffic issues related to the Project.

(b) Security. The Developer shall use commercially reasonable efforts to secure and control access to the Sites, or the portions thereof, upon which construction is occurring. FCC and Developer shall work with the City and the Community Advisory Council to address issues of trash disposal and community safety in the residential areas surrounding the Project. The City shall use commercially reasonable efforts to permit FCC or the Developer to provide additional trash receptacles in the vicinity of the Project, including receptacles located in nearby residential areas. FCC and the City, in consultation with the Community Advisory Council, shall establish a security liaison to coordinate with the Community Advisory Council regarding mitigating the impact on the residential neighborhood of MLS games at the FCC Stadium and with ongoing security matters at the FCC Stadium.

(c) Residential Parking Program. The City shall establish a residential parking program for the West End as set forth below, and FCC shall provide the cooperation as set forth below.

(i) *Permit Area*. The area initially designated as part of the residential parking program is generally bounded by [Central Parkway on the north and east, Winchell Avenue on the west, and West Ninth Street on the south]. The permit area may be adjusted from time to time upon action by the City determining the actual boundaries of a residential parking district in the vicinity of the Project.

(ii) *FCC Support*. FCC shall support City's efforts to establish the parking program in the permit area by requesting the City to establish a residential permit parking district. The City shall estimate the one-time costs to establish the residential parking program. FCC or the Developer shall provide up to \$[10,000] in funding toward the cost of developing and implementing the parking program within the permit area.

(iii) *Limitations*. The City's determination of whether to establish a residential permit parking district and the boundaries thereof are within the City's sole discretion. FCC and the Developer are not liable for any action or inaction on the part of the City as to establishment of a residential permit parking district or for the boundaries thereof.

10. Housing Study. Developer shall commission a professionally-prepared study that will (a) study the effects of the Project and new development generally on privately owned housing costs in the West End, and (b) recommend specific policy measures to encourage investment as well as protect long-term, low-income local residents from displacement. Such study shall include at least two public presentations, with one in the West End. Developer shall have the right to approve the forum, format, and advertising of such presentations, which approval shall not be unreasonably withheld.

11. Affordable Housing.

(a) Developer owns the right to acquire the parcels of land in the West End set forth on Attachment A (the "Residential Parcels"). Developer shall cooperate with the

City and the Community Advisory Council to select a developer or developer(s) who will, with the City and the Community Advisory Council, determine the mix of housing needs in the West End and, through joint efforts with community-based organizations, construct affordable market-rate housing on the Residential Parcels that meets this mix and is affordable to the range of income levels of West End residents.

(b) Developer shall coordinate with the City and the Community Advisory Council to develop a fundraising appeal for affordable housing in the West End. The City acknowledges that Developer makes no representations or warranties regarding how much or whether any funds will actually be raised by such efforts.

12. Community Support.

(a) Business Opportunities. Developer and FCC shall seek opportunities to leverage the Project to enhance existing businesses in the West End and create new business opportunities in the West End, such as by continuing to advocate with the State of Ohio for Linn St. to receive an Opportunity Zone designation.

(b) Entrepreneurship Support. FCC supports local entrepreneurs and desires to support a vibrant entrepreneurship culture in the West End, particularly for racial and socio-economic groups that are underrepresented in the entrepreneurship community. Therefore, FCC shall or shall cause an affiliate to contribute at least \$[10,000] per year to an organization supporting entrepreneurs in the West End. FCC intends to make its initial contribution to [MORTAR Cincinnati] and will consult with the Community Advisory Council regarding contributions in future years.

(c) AACC. FCC is a proud member of the AACC. FCC shall use diligent, good-faith efforts to encourage all Employers on the Project as well as FCC's third party advisors and consultants, including financial, legal, accounting, and other advisors, to become and remain corporate members of the AACC.

(d) Support of Redevelopment Authority Development. Developer and FCC shall seek opportunities to leverage the Project to support the Redevelopment Authority investment and development in the West End and to create new business opportunities in the West End.

13. West End Youth Soccer Program. FCC shall either directly or through an affiliated community fund or in conjunction with CPS, provide the necessary funding to develop a youth soccer program for boys and girls in the West End (the "West End Youth Soccer Program"). FCC shall make all diligent efforts, in good faith, to encourage participation from West End boys and girls in the West End Youth Soccer Program. The Community Advisory Council shall recommend and FCC will appoint at least one person to serve on the board of directors or other governing body of the West End Youth Soccer Program.

14. Community Advisory Council. Without limiting the other obligations in this Agreement, FCC and the Developer will meet with the Community Advisory Council in a good faith, reasonable effort to develop strategies for implementation of the policies and programs set forth in this Agreement, and to discuss the Project and the Project's impact on the City generally

and the West End specifically. Such meetings shall occur quarterly until the Completion of the FCC Stadium and semi-annually thereafter, or less frequently if mutually agreed by the Community Advisory Council and FCC. At such meetings, any representative on the Community Advisory Council or FCC may raise issues related to implementation of this Agreement in an effort to facilitate open dialogue, resolve implementation challenges, and advance the goals of the City and FCC regarding the Project. The City shall ensure that all representatives of the Community Advisory Council are appropriate individuals for issues to be discussed.

15. Miscellaneous.

(a) Governing Law. This Agreement shall be construed, and the rights and obligations of FCC, the Developer and the City hereunder shall be determined, in accordance with the laws of the state of Ohio.

(b) Compliance With Law. This Agreement shall be enforced only to the extent that it is consistent with the laws of the state of Ohio and the United States. If any provision of this Agreement is held by a court of law to be in conflict with law, the applicable law shall prevail over the terms of this Agreement, and the conflicting provisions of this Agreement shall not be enforceable.

(c) Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

(d) Assignment; Binding on Successors. Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment in violation of this section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

(e) Third Party Beneficiary. The West End Community Council is an express third-party beneficiary of this Agreement having the direct right to enforce each provision of Agreement in accordance with its terms.

(f) Remedies.

(i) *Default.* Failure by any party to perform or comply with any term or provision of this Agreement, if not cured, shall constitute a default under this Agreement.

(ii) *Ninety-Day Right to Cure.* If either party believes that the other party is in default of this Agreement, it shall provide written notice to the allegedly defaulting party of the alleged default; offer to meet and confer in a good-faith effort to resolve the issue; and, except where a delay may cause irreparable injury, provide ninety (90) days to cure the alleged default,

commencing at the time of the notice. Any notice given pursuant to this provision shall specify the nature of the alleged default, and, where appropriate, the manner in which the alleged default may be cured.

(iii) *Implementation Meetings and Mediation.* Before or during the ninety (90)-day right-to-cure period described above, the parties may attempt to resolve any alleged default at any regularly scheduled meetings, or in mediation requested by either party.

(iv) *Remedies.* In the event that another party is allegedly in default under this Agreement, then a party alleging default may elect, in its sole and absolute discretion, to waive the default or to pursue remedies as described in this section. Such remedies may be pursued only after exhaustion of the ninety (90)-day right to cure period described above.

(v) *Binding Arbitration.* The parties shall pursue binding arbitration to enforce any term of this Agreement that has allegedly been breached. A party may seek arbitration relief ordering, and the arbitrator shall have the power to order, affirmative equitable and/or affirmative injunctive relief, temporary or permanent, requiring a defaulting party to comply with this Agreement. The parties hereto agree that monetary damages would be an inadequate remedy for a material breach of this Agreement. With the exception of an order by the arbitrator to a party to pay sums it has agreed to pay under this Agreement, monetary damages shall in no circumstances be available as a remedy for default of this Agreement. Arbitration shall be conducted in Cincinnati, Ohio, under the rules of the American Arbitration Association (the “Rules”). Each party shall bear its own fees and other costs in any such action.

(vi) *Jurisdiction and Venue.* The parties hereto hereby submit to the exclusive jurisdiction of the courts sitting in Hamilton County, Ohio and agree that venue is proper therein (and waive any objection to such venue) for the purpose of compelling arbitration, and enforcing any arbitration award entered pursuant hereto.

(g) Term. This Agreement shall become effective on the Effective Date and shall terminate ten (10) years from such date. All commitments of the parties described herein are effective upon the Effective Date, unless otherwise specified. Notwithstanding the foregoing or anything to the contrary in this Agreement, if, either: (i) MLS does not grant FCC an expansion team in the MLS, (ii) FCC or the Developer decide to construct the FCC Stadium outside of the West End, or (iii) the City or another governmental entity materially increases Developer’s obligations or materially decreases Developer’s rights as set forth in the Development Agreement or any documents contemplated thereby, this Agreement shall terminate, at Developer’s election given by written notice to the City, on the date that is five (5) days after the date of Developer’s notice.

(h) Implementation Through Relevant Contracts. Where this Agreement requires FCC or the Developer to impose responsibilities on entities that are not parties to

this Agreement, FCC or the Developer shall ensure that relevant contracts: (i) impose such responsibilities on such parties; (ii) require such parties to impose such responsibilities on subcontractors or other parties involved in the Project through the contract in question; and (iii) require all parties with such responsibilities to provide to the City upon request any information reasonably necessary to determine compliance with such responsibilities, provided that the City shall not request the same or similar records or information more often than once per quarter. Any party that imposes an obligation required by this Agreement on another party shall, in event of failure by that other party to comply with such obligation, enforce that obligation against that other party or terminate the contract in question.

(i) Compliance Information. Upon request from a party, another party hereto shall provide any records or information reasonably necessary to monitor compliance with the terms of this Agreement. No party shall request the same or similar records or information more often than once per quarter, except to the extent that the nature of the obligation being monitored requires more frequent reporting, as reasonably agreed upon by the parties.

(j) Waiver. The waiver by any party of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement. The mere passage of time, or failure to act upon a breach, shall not be deemed a waiver of any provision or term of this Agreement.

(k) Construction. Each of the parties has had the opportunity to be advised by counsel with regard to this Agreement. Accordingly, this Agreement shall not be strictly construed against any party, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Agreement.

(l) Entire Agreement. The Agreement, together with the Development Agreement and the exhibits and schedules thereto, contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral, except those executed concurrently with this Agreement. Concurrent execution is defined as execution within five business days. This Agreement may not be altered, amended or modified except by an instrument in writing signed by the parties hereto.

(m) Notices. All notices, demands, consents, statements, requests, or other communications hereunder, or required by law, shall be in writing, and shall be deemed properly delivered when and if: (a) personally delivered; (b) delivered by overnight private courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries; (c) sent via email with receipt confirmed; or (d) mailed United States, mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto and other persons, at their respective addresses set forth in below or as they may hereafter specify by written notice delivered in accordance herewith. Notices shall be deemed to have been given at the time of delivery if hand delivered (or if delivery is refused or cannot be effected during normal business hours); date of record of receipt if deposited with any private courier service, date of postmark if sent by United States mail, or the date such notice is sent if sent via email. A person

receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.

If to FCC or the Developer:

G. Jeffrey Berding, President
Fussball Club Cincinnati, LLC
14 E. 4th Street, Third Floor
Cincinnati, Ohio 45202
Email: [•]

With a copy to:

Keating Muething & Klekamp PLL
One East Fourth Street
Suite 1400
Cincinnati, Ohio 45202
Attention: D. Brock Denton
Telephone: (513) 579-6400
Fax: (513) 579-6457
Email: ddenton@kmlaw.com

If to the City:

[•]

(n) Authority of Signatories. The individuals executing this Agreement represent and warrant that they have the authority to sign on behalf of their respective parties.

(o) Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof.

(p) Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same document.

(q) Further Assurances. The parties hereto agree to take such actions and execute such additional documents as are reasonably necessary to carry out the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the Effective Date.

FUSSBALL CLUB CINCINNATI LLC

By: _____
Name: _____
Title: _____

[FC CINCINNATI STADCO]

By: _____
Name: _____
Title: _____

CITY OF CINCINNATI

By: _____
Name: _____
Title: _____

APPENDIX A
FIRST SOURCE HIRING PROGRAM

1. Designation of Operator of First Source Referral System. The City and the Developer shall jointly seek a nonprofit corporation or government entity that is willing and able to operate the First Source Referral System. To qualify as “willing and able,” a nonprofit corporation or government entity must commit to dedicating a staff member for at least twenty hours per week to operate the First Source Referral System. FCC and the Developer shall work in good faith with the entity to evaluate whether such role requires additional funding needs, and if so, FCC and the Developer shall provide reasonable funding or together with the City, use all diligent efforts in good faith to identify additional funding sources to satisfy such funding needs.

2. First Source Hiring Program. Under the First Source Hiring Program, which takes effect when an operator of the First Source Referral System as described in Section 1 above is designated, the following will occur:

(a) Employer Commitments. The Developer shall exercise diligent and good-faith efforts to cause all Employers to agree to abide by the First Source Hiring Program.

(b) Responsibilities of First Source Referral System. The First Source Referral System will receive Employer notification of job openings; coordinate with various job-training centers, social service agencies, community centers, churches, and schools within the West End and surrounding neighborhoods to find qualified applicants from which to draw referrals; screen and refer Targeted Applicants according to qualifications and specific selection criteria submitted by Employers; otherwise facilitate employment of Targeted Applicants within the Project; and assist in monitoring compliance with the First Source Hiring Program. The First Source Referral System shall refer Targeted Applicants to Employers.

3. Job Notification Program. Under the Job Notification Program, which takes effect when an operator of the First Source Referral System as described in Section 1 above is designated, the Developer shall exercise diligent and good-faith efforts to cause each Employer to take the following steps to promote hiring of Targeted Applicants:

(a) as soon as practicable prior to the commencement of construction on the Project, provide the First Source Referral System with a list of specialized positions and training opportunities projected to be required for construction of the Project.

(b) at least five business days prior to notification of the general public or recruiting by other means, notify the First Source Referral System of all job openings within the Project, including necessary qualifications and application methods;

(c) work cooperatively with advocates for Targeted Applicants to place such individuals in jobs within the Project; and

(d) make a good faith effort to hire Targeted Applicants.

4. Hiring.

(a) An Employer may at all times consider applicants referred or recruited through any source.

(b) Prior to hiring for any on-Site job, an Employer will notify the First Source Referral System of available job openings and provide a description of job responsibilities and qualifications, including expectations, salary, work schedule, duration of employment, required standard of appearance, and any special requirements (e.g. language skills, drug testing, drivers' license, etc.). Job qualifications shall be limited to skills directly related to performance of job duties.

(c) When making initial hires for the commencement of an Employer's operations in the Project, Employers will hire only Targeted Applicants for a one-week period following the notification of job opportunities described in Section 4(b) above.

(d) When making hires after the commencement of operations in the Project, an Employer will hire only Targeted Applicants for a three-day period following the notification of job opportunities.

(e) During the periods described in Sections 4(c) and 4(d) above, Employers may hire Targeted Applicants recruited or referred through any source. During such periods Employers will use normal hiring practices, including interviews, to consider all applicants referred by the First Source Referral System.

(f) After the periods described in Sections 4(c) and 4(d) above, Employers shall make good-faith efforts to hire Targeted Applicants, but may hire any applicant recruited or referred through any source.

(g) Employers shall use commercially reasonable efforts to promptly inform the First Source Referral System once a job is filled, whether or not the Employer hired a Targeted Applicant for that position.

(h) Goal. Any Employer who has filled more than [•]% of on-Site jobs available during a particular six-month period with Targeted Applicants (whether referred by the First Source Referral System or not), shall be deemed to be in compliance with this First Source Hiring Program for all hiring during that six-month period. Any Employer who has complied with remaining provisions of this First Source Hiring Program in all material respects is in compliance with this First Source Hiring Program even it has not met this [•]% goal during a particular six-month period.

Schedule 1

Redevelopment Authority Inclusion Standards

See attached.



ECONOMIC INCLUSION POLICY

Supporting and empowering minority-owned, women-owned, and small businesses is a priority for the Port of Greater Cincinnati Development Authority (“Port Authority”). The adoption of policies by the Port Authority during its first year of operation demonstrated the depth of that commitment. We believe even more strongly today that great potential exists for a meaningful increase in the inclusion of minority-owned, women-owned, and small businesses in all Port Authority-related projects.

The plan that is outlined below has been developed with the specific intent of enhancing our approach to economic inclusion in Cincinnati and Hamilton County. It has been developed by the Port Authority and is based on principles first put forth by the Riverfront Advisors Commission in its 1999 report. Inherent in those principles is the realization that we must fully utilize the resources of, and provide equal opportunity for, all of our citizens. By doing so, we create a welcoming environment that is conducive to inclusive economic development.

***Board of Directors
Port of Greater Cincinnati Development Authority***

The Vision

The Port of Greater Cincinnati Development Authority (“Port Authority”) strives to continually have meaningful and substantial levels of participation by Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and Small Business Enterprises (SBEs) in the services for which it contracts, and in its various contracts for development projects. Further, the Port Authority strives to increase the equity participation and/or ownership by MBEs and WBEs within those development projects.

The Port Authority is committed to helping build and sustain strong MBEs, WBEs, and SBEs within the Greater Cincinnati community. The Port Authority is further committed to empowering entrepreneurs, generating jobs, building tax base, and providing opportunities for wealth creation in every segment of society.

All contractors, subcontractors, suppliers, and service providers should have an equal opportunity to compete on contracts for services issued by the Port Authority regardless of race, color, sex or national origin. It is also the aspiration that a fair share of contracts be awarded to small, minority, and women business enterprises. This will be promoted through the provision of educational opportunities, training, and a good faith effort by all involved to promote inclusion through locating and engaging qualified MBEs, WBEs, and SBEs. It is the Port Authority’s expectation that this aspiration can be achieved.



The Plan

The Port Authority aspires to achieve a total target goal of 25% Minority Business Enterprise (MBEs), 7% Women Business Enterprise (WBEs), and 30% Small Business Enterprise (SBEs) for:

- Construction
- Supplies
- Services
- Professional Services

In order to implement and work toward the achievement of these aspirational goals, the Port Authority shall:

- I. Strive to be viewed by the business community and the community-at-large as an organization that maximizes participation by MBEs, WBEs, and SBEs by building equity participation, contracting for services, and developing programs that improve the ability of MBEs, WBEs, and SBEs to participate in Port Authority-related projects.
- II. Strive to be a proactive partner with local, state, and federal governments, businesses and community organizations in providing equal opportunities in the utilization of the services of MBEs, WBEs, and SBEs; and thereby create a positive economic development environment.
- III. Be diligent in its efforts to include MBEs, WBEs and SBEs in all phases of its operations in order to play an important role in creating opportunities for increased participation by those who have been historically excluded.
- IV. Support and encourage, where economically feasible, the participation of MBEs, WBEs and SBEs through tenant/ownership in Port Authority-related projects through active recruitment, facilitation of relationships, and aggressive information-sharing.
- V. Utilize programs such as (including but not limited to) the Minority Business Accelerator (MBA) at the Cincinnati USA Chamber, the Ohio Minority Supplier Development Council (OMSDC), the Greater Cincinnati/Northern Kentucky African American Chamber of Commerce, the Urban League of Greater Cincinnati, the Hispanic Chamber of Commerce, as well as other incubators to assist in fostering partnership agreements between majority businesses and MBEs, WBEs and SBEs and other small/women/minority businesses.

In addition, the Port Authority will promote accountability for the efforts to promote the aspirational goals of the Port Authority, will participate in the contracting process in a way that will assist businesses in understanding the benefits of economic inclusion and assist them in their efforts to promote those aspirational goals, and establish a program of continuing outreach to governmental, non-profit, and business communities in order to further promote those goals.



Management Accountability

In order to assist in realizing the commitment of the Port Authority, a process for clear accountability within the Port Authority, persistent follow-up, and accurate measurement and reporting of results has been established.

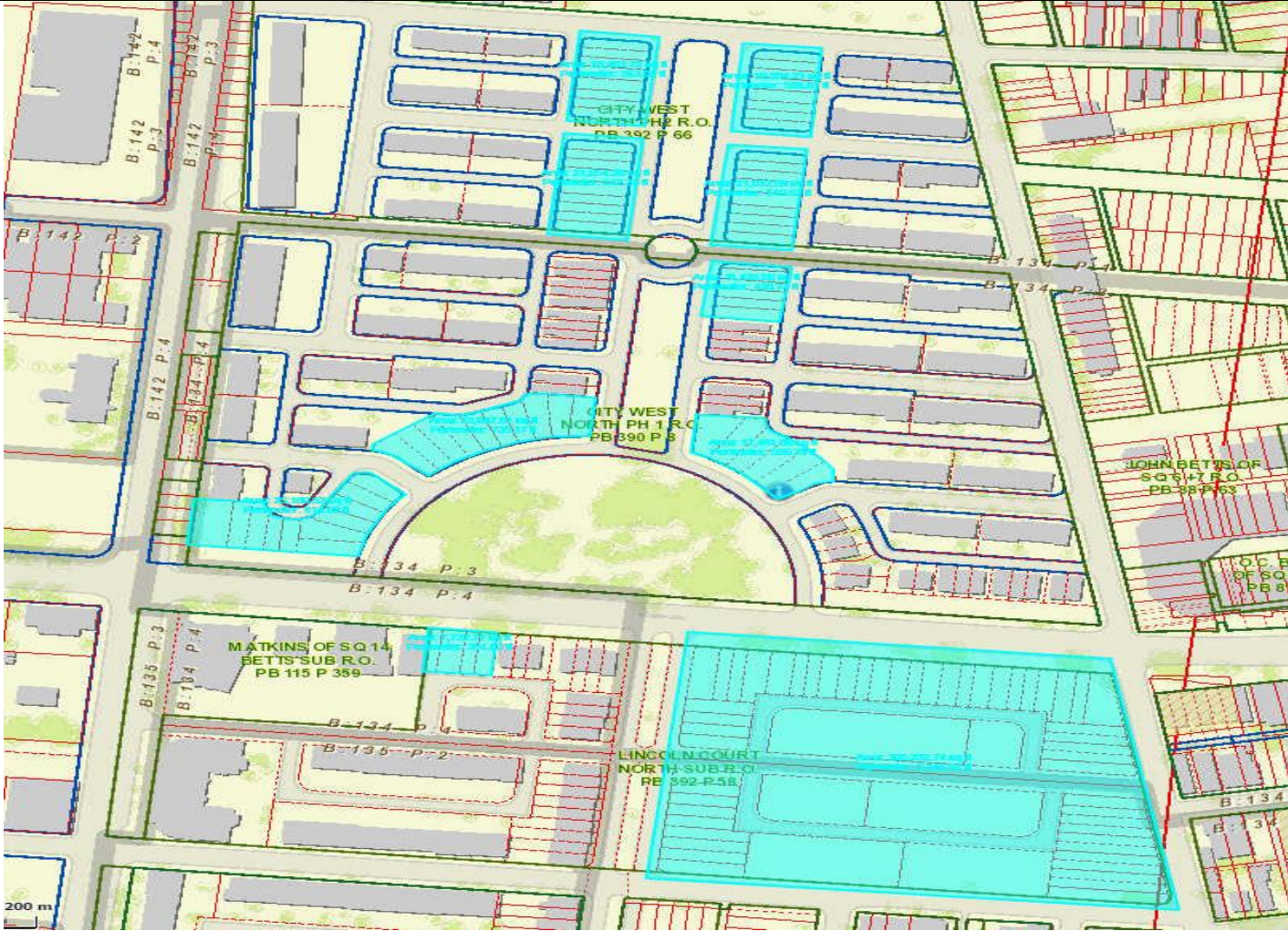
The Port Authority will manage its Economic Inclusion efforts through staff and consultants in both its direct spending and the real estate projects it finances.


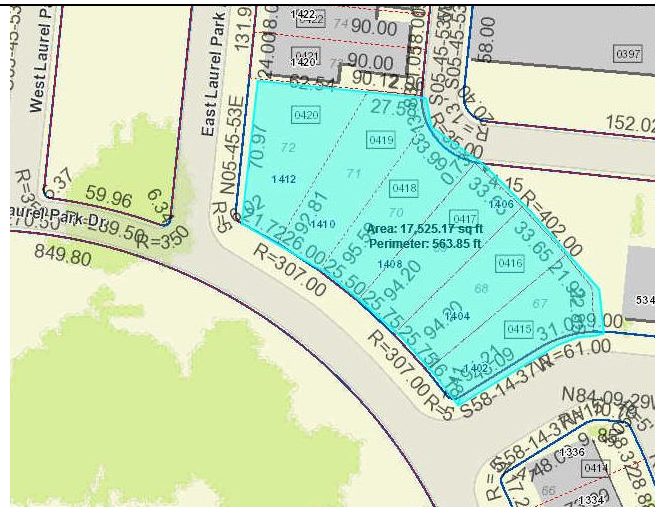
- I. For the direct spending of the Port Authority, and entities it manages, the business lines will be accountable directly to the President for results. The President will provide the Board of Directors, on an annual basis, progress in meeting the established goals.
- II. For Public Finance projects, the business line will use the following approach:
 - a. Introduce the project owner to our inclusion policies at an initial meeting
 - b. Introduce the project owner to an inclusion consultant retained by the Port
 - c. Require an inclusion plan be submitted to the Port prior to approval of the project by the Board of Directors
 - d. Require monthly reporting to our consultant of actual results against the plan
 - e. Report to the Board of Directors on a quarterly basis the results of each project in process
 - f. The President and individual members of the Board of Directors will assist the public finance team in communicating the importance of this Plan if and when the Public Finance team identifies a perceived lack of effort by owners, developers or contractors, as needed

Attachment A
CHMA Properties

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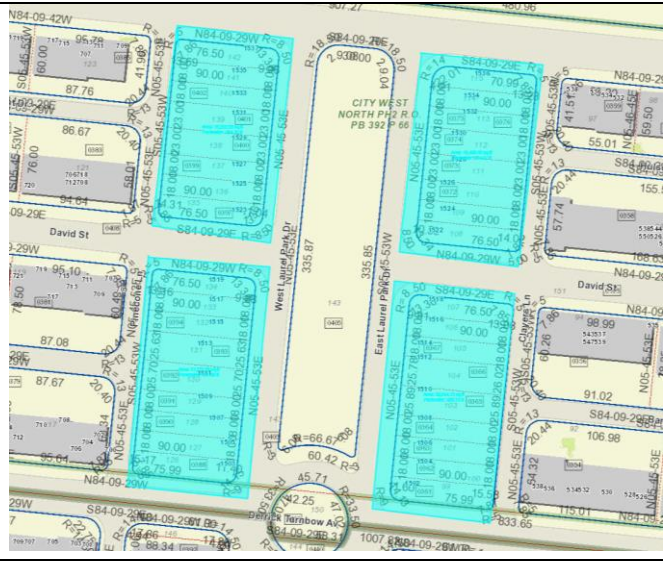
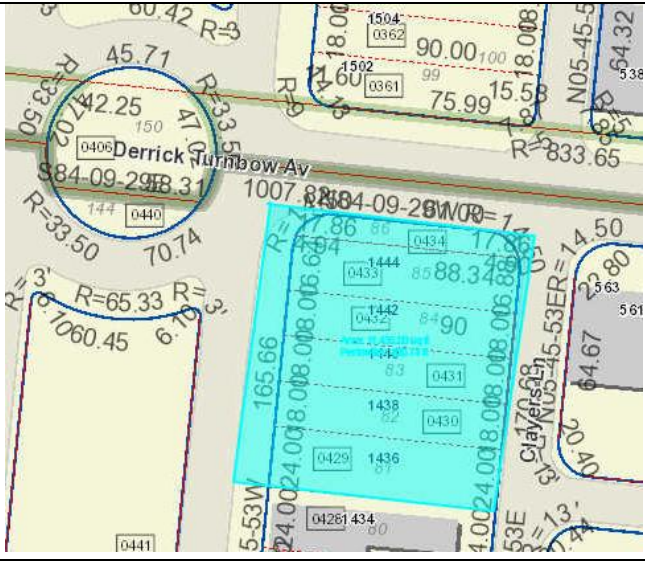
OVERVIEW OF PROPERTY – EXHBIT “A”



3 732-740 Ezzard Charles Drive; 1327 -1421 Laurel Park	4 1402-1412 Laurel Park
	

- 1) 732 Ezzard Charles Drive – Parcel Id. No. 134-0003-0364
- 2) 734 Ezzard Charles Drive – Parcel Id. No. 134-0003-0363
- 3) 736 Ezzard Charles Drive – Parcel Id. No. 134-0003-0362
- 4) 738 Ezzard Charles Drive – Parcel Id. No. 134-0003-0361
- 5) 740 Ezzard Charles Drive – Parcel Id. No. 134-0003-0360

- 6) 1402 Laurel Park - Parcel Id. No. 134-0003-0415
- 7) 1404 Laurel Park- Parcel Id. No. 134-0003-0416
- 8) 1406 Laurel Park - Parcel Id. No. 134-0003-0417
- 9) 1408 Laurel Park - Parcel Id. No. 134-0003-0418
- 10) 1410 Laurel Park - Parcel Id. No. 134-0003-0419
- 11) 1412 Laurel Park - Parcel Id. No. 134-0003-0420

<p>5-8 1503-1519, 1523-1537 West Laurel Park Drive 1502-1518, 1522-1536 East Laurel Park Drive</p>	<p>9 1436-1444 East Laurel Park Drive</p>
	

- 12) 1503 West Laurel Park Drive - Parcel Id. No. 134-0001-0388
- 13) 1505 West Laurel Park Drive - Parcel Id. No. 134-0001-0389
- 14) 1507 West Laurel Park Drive - Parcel Id. No. 134-0001-0390
- 15) 1509 West Laurel Park Drive - Parcel Id. No. 134-0001-0391
- 16) 1511 West Laurel Park Drive - Parcel Id. No. 134-0001-0392
- 17) 1513 West Laurel Park Drive - Parcel Id. No. 134-0001-0393
- 18) 1515 West Laurel Park Drive - Parcel Id. No. 134-0001-0394
- 19) 1517 West Laurel Park Drive - Parcel Id. No. 134-0001-0395
- 20) 1519 West Laurel Park Drive - Parcel Id. No. 134-0001-0396
- 21) 1523 West Laurel Park Drive - Parcel Id. No. 134-0001-0397
- 22) 1525 West Laurel Park Drive - Parcel Id. No. 134-0001-0398
- 23) 1527 West Laurel Park Drive - Parcel Id. No. 134-0001-0399
- 24) 1529 West Laurel Park Drive - Parcel Id. No. 134-0001-0400
- 25) 1531 West Laurel Park Drive - Parcel Id. No. 134-0001-0401

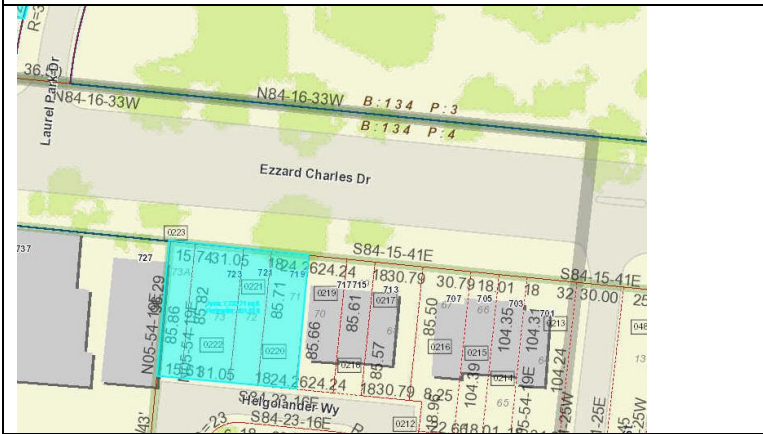
- 26) 1436 East Laurel Park Drive - Parcel Id. No. 134-0003-0429
- 27) 1438 East Laurel Park Drive - Parcel Id. No. 134-0003-0430
- 29) 1440 East Laurel Park Drive - Parcel Id. No. 134-0003-0431
- 30) 1444 East Laurel Park Drive - Parcel Id. No. 134-0003-0433



- 31) 1533 West Laurel Park Drive - Parcel Id. No. 134-0001-0403
- 32) 1535 West Laurel Park Drive - Parcel Id. No. 134-0001-0403
- 33) 1537 West Laurel Park Drive - Parcel Id. No. 134-0001-0404
- 34) 1502 East Laurel Park Drive - Parcel Id. No. 134-0001-0361
- 35) 1504 East Laurel Park Drive - Parcel Id. No. 134-0001-0362
- 36) 1506 East Laurel Park Drive - Parcel Id. No. 134-0001-0363
- 37) 1508 East Laurel Park Drive - Parcel Id. No. 134-0001-0364
- 38) 1510 East Laurel Park Drive - Parcel Id. No. 134-0001-0365
- 39) 1512 East Laurel Park Drive - Parcel Id. No. 134-0001-0366
- 40) 1514 East Laurel Park Drive - Parcel Id. No. 134-0001-0367
- 41) 1516 East Laurel Park Drive - Parcel Id. No. 134-0001-0368
- 42) 1518 East Laurel Park Drive - Parcel Id. No. 134-0001-0369
- 43) 1522 East Laurel Park Drive - Parcel Id. No. 134-0001-0370
- 44) 1524 East Laurel Park Drive - Parcel Id. No. 134-0001-0371
- 45) 1526 East Laurel Park Drive - Parcel Id. No. 134-0001-0372

- 46) 1528 East Laurel Park Drive - Parcel Id. No. 134-0001-0373
- 47) 1530 East Laurel Park Drive - Parcel Id. No. 134-0001-0374
- 48) 1532 East Laurel Park Drive - Parcel Id. No. 134-0001-0375
- 49) 1534 East Laurel Park Drive - Parcel Id. No. 134-0001-0376
- 50) 1536 East Laurel Park Drive - Parcel Id. No. 134-0001-0377
- 51) 1327 Laurel Park Drive - Parcel Id. No. 134-0003-0365
- 52) 1329 Laurel Park Drive - Parcel Id. No. 134-0003-0366
- 53) 1331 Laurel Park Drive - Parcel Id. No. 134-0003-0367
- 54) 1333 Laurel Park Drive - Parcel Id. No. 134-0003-0368
- 55) 1335 Laurel Park Drive - Parcel Id. No. 134-0003-0369
- 56) 1337 Laurel Park Drive - Parcel Id. No. 134-0003-0370

719-725 Ezzard Charles Dr



- 57) 719 Ezzard Charles Dr. Parcel Id. No. 134-0004-0220.
- 58) 721 Ezzard Charles Dr. Parcel Id. No. 134-0004-0221.
- 59) 723 Ezzard Charles Dr. – Parcel Id. No. 134-0004-0223 & 134-0004-222
- 60) 725 Ezzard Charles Dr. – Parcel Id. No. 134-0001-0367
- 65) 732 Genevaview

- 61) 740 Genevaview
- 62) 738 Genevaview
- 63) 736 Genevaview
- 64) 734 Genevaview