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COMMUNITY BENEFITS AGREEMENT (CBA)

This Community Benefits Agreement (CBA) is entered into as of this 18th day of March 2026 by and between the **City of Cleveland**, through its Director of **The Mayor's Office of Equal Opportunity** ("City"), under the authority of Section 190A.02, Codified Ordinances of Cleveland, Ohio, 1976, ("C.O.") and **East 9th Scarlet, LLC**, and or designee's ("Developer"), with principal office at *6040 Enterprise Parkway, Suite 500, Solon, OH, 44139,* through its authorized officer.

WHEREAS, the City of Cleveland recognizes that it has a unique role and responsibility regarding development projects undertaken within the City with City support, public funds, and financial assistance to ensure that those projects directly benefit the communities in which they are built, that the projects benefit the entire community and that historically underrepresented minorities and women participate in the Cleveland economy by way of the building and construction trades and crafts and professional services; and

WHEREAS, to assure that the City's financial assistance and expenditures on Development Projects provide community benefits and economic impact equitably throughout the City and result in a "win-win" for both Cleveland residents and developers, the City enacted new Chapter 190A of its Codified Ordinances, Community Benefits Agreements; and

WHEREAS, under Section 190A.02, proposed Development Projects with an expected total Project cost under $20,000,000 and City financial assistance equal to or greater than $250,000 must enter into a Community Benefits Agreement with the City; and

WHEREAS, the project for which this CBA is entered into (the "Project") is estimated to have a total cost of approximately **$107,808,442,** for which the following City financial assistance is anticipated:

• **TIF (ED)**	**$12,277,380**
• **UDAG Loan (ED)**	**$1,000,000**
• **TAX ABATEMENT (CD)**	**TBD**
Total:	**$13,277,380**

Now, therefore, in consideration of the foregoing and the mutual covenants contained in this CBA, the receipt and sufficiency of which are hereby acknowledged, the parties to this CBA agree as follows:

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1. **OEO-Certified Subcontractor Utilization Plan:** The Developer shall develop and submit for the City's review and approval a written subcontractor utilization plan for the Project, which shall include at least the following:

   A. A specific plan of action to utilize certified MBE, FBE, and CSB subcontractors on the Project in the dollar amount listed in **Section 1 of the attached Schedule A**.

   B. A specific plan of action to employ or cause its subcontractors to employ Cleveland residents for ten percent (10%) of the total *Construction Worker Hours* in constructing the project. **Section 2 of the attached Schedule A**.

   C. A specific plan of action to employ or cause its contractors to employ certified as low-income Cleveland residents for two percent (2%) of the total *Resident Construction Worker Hours* in constructing the project. **Section 2 of the attached Schedule A**.

2. **OEO-Certified Subcontractor Utilization Performance:** During the execution of the Project, the Developers shall:

   A. Utilize subcontractors to meet or exceed the CSB participation commitments listed in section 1(A) above in its Certified Subcontractor Utilization Plan.

   If, after the start of the Project, the Developers substantiate their inability to meet the certified subcontractor commitments of its Subcontractor Utilization Plan, the Co-Developers may request a change to their subcontracting commitments. Any change request must be submitted to the Office of Equal Opportunity ("OEO") in writing. The OEO will approve a change request only when the Developer has demonstrated, by documentation satisfactory to the OEO, its good-faith efforts to meet its commitments, which efforts were unsuccessful due to circumstances beyond the Developer's control.

   When evaluating subcontractor commitment change requests, the OEO may consider:

   i. Developer's good-faith efforts to meet its subcontracting commitments;

   ii. Developer's good faith efforts to mitigate the loss of certified subcontractor participation;

   iii. Developer's good-faith efforts to improve its certified subcontractor participation in other components of the development project;

   iv. The availability of certified subcontractors; and

   v. Any other factor(s) that may be appropriate for subcontractor commitment change request consideration.

   B. Developer shall employ and/or cause its contractors/subcontractors to employ Cleveland residents for ten percent (10%) of the total *Construction Worker Hours.*

   C. Developer shall employ and/or cause its contractors to employ City of Cleveland Residents who are certified as low-income residents for two percent (2%) of the total *Resident Construction Worker Hours.*

   D. Ten (10) Cleveland Resident Interns.

   E. Developer will make a $100,000 contribution to the Community Equity Fund within 24 months of CBA execution.

F. Developer will create an engagement strategy in conjunction with OEO and the ward councilperson to hire Cleveland residents from the Winton Manor Apts. (1012 Prospect Ave E, Cleveland, Ohio 44115) who are willing, able, and as applicable, qualified to work on Project Scarlet.

G. Developer will use good faith efforts to hire at least 10 residents at Cleveland's living wage. These residents will count toward the Cleveland resident hiring goals.

H. For two (2) years after commencement of operations, the Developer, by way of its property management company, will make good faith efforts to provide internal career advancement opportunities for existing hotel, multifamily and food service employees, with the intent to give priority to promoting employees from within the Project Scarlet organization.

I. Developer shall commit to living wage (currently $16.26) requirement for all full-time housekeeping, front-desk, maintenance and food service employees (excluding servers, bartenders and other employees who primarily work for tips), whether employed by Developer or its management company, for a period of two (2) years following opening of the Hotel to the public.

3. **Mentor-Protégé Program Participation:** The parties acknowledge that one barrier to entry for many MBE/FBEs is the lack of proven success on commercial construction projects.

To mitigate this barrier to entry, the Developer shall:

A. Participate in the OEO Mentor/Protégé program, or a separate Mentor/Protégé program that is approved by OEO, engaging certified MBEs and/or FBEs, with an expected duration of no less than twelve (12) months but shall not end before the project completion date in the event the date of the project completion extends beyond twelve (12) months, or as otherwise defined in **Section 3 of Schedule A**.

Any Mentor/Protégé program above shall:

i. Establish relationships between primes and diverse firms that have no or limited experience providing services to projects with City financial assistance.

ii. Include continuing technical and nontechnical support for diverse firms that have no or limited experience providing services to projects with City financial assistance.

iii. Increase the quantity and the dollar value of prime and subcontractor awards to a Protégé firm that has no or limited experience providing services to projects with City financial assistance.

iv. Expand the quality of the technical capabilities of the Protégé firm.

v. Increase the pool of diverse firms that will be qualified to work on projects with City financial assistance.

vi. Create a pipeline enabling the Protégé and diverse firm(s) to eventually bid on projects as prime contractors.

The Developer (and/or its General Contractor) shall identify an OEO-certified MBE or FBE firm in good standing as its Protégé firm. The Protégé firm must perform a commercially useful function under its contract with the Developer.

Developer (and/or its General Contractor), as Mentor, shall:

i. Assess the Protégé firm's needs;
ii. Provide a description of specific assistance the Mentor will provide to address the Protégé's needs;
iii. Provide its experience with meeting Protégé's needs; and
iv. Enter into a Mentor/Protégé Agreement that includes the following:

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a. A description of the Protégé's areas of assistance.
b. A description of mentoring activities and the associated level of effort, including the estimated number of hours of mentoring activity and Protégé activity.
c. Deliverables associated with mentoring activities.
d. Duties and responsibilities of Mentor and Protégé, including a list of key personnel of each.
e. Benchmarks to measure mentoring progress.
f. Process for evaluating mentor/protégé relationship.
g. Termination provisions.

Protégé shall be and remain a separate and distinct independent business entity from the Mentor. The Mentor may not exercise management control over the Protégé or have any direct or indirect ownership interest in the Protégé.

B. Should the Developer choose to participate in a separate Mentor/Protégé program outside of OEO and fail to identify any MBE, FBE, or CSB subcontractors to meet the Mentor/Protégé requirements and to submit the documentation and information to OEO via the B2GNow application within sixty (60) days of signing this agreement, the Developer must immediately notify the City representative in OEO. Thereafter, OEO will provide assistance to the Developer to help identify and source subcontractors to meet this requirement.

i. Once the Developer has identified an OEO-approved Protégé firm, the Developer has sixty (60) days to conduct the first Mentor/Protégé meeting and submit documentation to OEO via B2GNow.

ii. Thereafter, the Developer shall submit quarterly reports to OEO in the normal course utilizing the OEO's B2GNow until the conclusion of the Mentor/Protégé relationship outlined in the Mentor/Protégé agreement.

4. **Workforce Development:** A key objective of the City is to support local businesses in effectively addressing their workforce needs. The Developer and the Developer's General Contractor agree to request referrals from *Greater Cleveland Works* and give first consideration to hiring job candidates referred by *Greater Cleveland Works*, provided that the Developer determines that they meet the qualifications specified for the relevant position. The Developer and the Developer's General Contractor shall also encourage their subcontractors to give first consideration to hiring job candidates referred by *Greater Cleveland Works*.

5. **Apprenticeship Participation:** The Developer or members of the Project team shall either a) participate in a registered apprenticeship program; or b) engage construction contractors participating in a registered program; or c) satisfy the City's interest in promoting the use of apprentice works in projects receiving City financial assistance. The nature of this effort, including the minimum number of apprentices engaged on the project, shall be described in **Section 4 of Schedule A.**

6. **Internship Participation:** The Developer or members of the Developer's team shall provide internship opportunities for:

A. City of Cleveland High School students with work permits;

B. Adult Cleveland residents; and/or

C. City of Cleveland residents who are community college students.

The requirements associated with this effort, including the minimum number of interns employed by the Developer and/or associated Contractors, the minimum wage of the interns, the minimum

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number of hours required, and the deadline for placement, shall be described in **Section 4 of Schedule A**.

7. **Community Engagement:** The Developer shall meet with community stakeholders throughout the Development Project as described in **Section 5 of Schedule A.**

   Meetings will occur in a forum and cooperation with the City Council representative and/or the Community Engagement Specialist, assigned by OEO, for the appropriate City Ward(s) and the local Community Development Corporation (CDC) if applicable, to gather community input on the Development Project.

8. **Reporting:** The Developer shall provide regular subcontractor utilization reports to the OEO in the normal course utilizing the OEO's B2GNow and LCPtracker applications. The Developer shall also provide other community benefit reports regarding CBA compliance in summary form, including, but not limited to, the status of each community benefit, actions the Developer has taken to meet each community benefit, and the additional actions needed to satisfy community benefit, on the timelines described in **Section 6 of Schedule A**.

9. **Additional Community Benefits:** Additional community benefits agreed upon by the Developer and the City shall be described in **Sections 7 through 12 of Schedule A**. These additional community benefits shall have the same value and significance as any community benefits listed in this agreement and shall be enforced in accordance with the penalty terms described in **Sections 7 through 12 of Schedule A.**

10. **Default/Penalty:** In the event that the City determines that the Developer has failed to fulfill the requirements of this Agreement, the City shall be entitled to damages. If the Developer does not cure such failure to the reasonable satisfaction of the City within thirty 30 days of receiving such notice, the City may assess a penalty against the Developer, including denial or termination of all City financial assistance.

    The City may also assess penalties as described in the appropriate sections of **Schedule A.**

    A. **MBE/FBE/CSB Utilization:** If the Developer fails to meet the MBE, FBE, or CSB subcontractor utilization goals and does not cure such failure to the reasonable satisfaction of the City within thirty (30) days after receiving written notice of default from the City, the City may:

       i. A prorated penalty may be assessed based on the amount of the MBE/FBE/CSB shortfall of the total City Financial Assistance, as described in **Section 1 of Schedule A**. City investment shall be defined as the total amount of "City Financial Assistance" as defined in C.O. Section 190A.01(A) and section 11 of this CBA, but does not include the forgone value of a residential or commercial multi-family tax abatement.

       ii. Where the Developer has received tax increment financing (TIF) and has failed to meet the MBE/FBE/CSB goals, the City may assess a prorated penalty based upon the amount of the MBE/FBE/CSB shortfall of a portion of the estimated present value of the tax increment in relation to the MBE/FBE/CSB shortfall in dollars, as described in **Section 1 of Schedule A**.

    B. **City of Cleveland Resident Participation:** If the Developer fails to meet the *Resident Construction Worker Hours* goal of this Agreement and does not cure such failure to the reasonable satisfaction of the City within thirty (30) days after receiving written notice of default from the City, the City may assess a penalty against the Developer in an amount not to exceed one-eighth of one percent (0.125%) of the total amount of the City investment for each percentage by which it fails to meet each such requirement. The potential maximum penalty for this noncompliance shall be included in **Section 2 of Schedule A**.

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C. If Developer does not meet the Low-Income Residents goal of this Agreement and the OEO reasonably determines that Developer did not use "significant efforts" as described in Chapter 188 of Cleveland's Codified Ordinances, the Director of the OEO shall determine if a penalty is appropriate and assess the foregoing penalty in his/her reasonable discretion. The potential maximum penalty for this noncompliance shall be included in **Section 2 of Schedule A**.

City investment shall be defined as the total amount of "City Financial Assistance" as defined in Section 190A.01(A) and Section 11 of this CBA, excluding the forgone value of a residential or commercial multi-family tax abatement.

D. **Mentor/Protégé Program:** If the Developer fails to meet the Mentor/ Protégé requirement of this CBA and the Developer does not cure such failure to the reasonable satisfaction of the City within thirty (30) days after receiving written notice of default from the City, the City may assess a penalty as described in **Section 3 of Schedule A**.

E. **Apprenticeships/Pre-apprenticeships:** If the Developer fails to meet the Apprenticeship/Pre-apprenticeship commitments of this CBA and the Developer does not cure such failure to the reasonable satisfaction of the City within 30 days after receiving written notice of default from the City, the City may assess a penalty as described in **Section 4 of Schedule A**.

F. **Internships:** If the Developer fails to meet the internship requirements of this CBA does not cure such failure to the reasonable satisfaction of the City within thirty (30) days after receiving written notice of default from the City, the City may assess a penalty as described in **Section 4 of Schedule A**.

G. **Community Engagement:** If the Developer fails to meet the community engagement requirement of this CBA and the Developer does not cure such failure to the reasonable satisfaction of the City within thirty (30) days after receiving written notice of default from the City, the City may assess a penalty as described in **Section 5 of Schedule A**.

H. **Reporting:** If the Developer fails to meet the reporting requirement of this CBA and the Developer does not cure such failure to the reasonable satisfaction of the City within ten (10) days after receiving written notice of default from the City, the City may assess a penalty of up to $100 per day, or other penalty as described in **Section 6 of Schedule A**.

I. **Additional Community Benefits:** If the Developer fails to meet the any of the additional community benefits requirements of this CBA and the Developer does not cure such failure to the reasonable satisfaction of the City within 30 days after receiving written notice of default from the City, the City may assess a penalty as described per benefit in **Section 7 through 12 of Schedule A.**

J. **Egregious Defaults/Acts:** If the City determines that the Developer's defaults are egregious defaults, the City may disqualify the Developer from future financial assistance for a period of up to two years. "Egregious defaults" include but are not limited to:

   i. Providing false information regarding MBE, FBE, or CSB status;

   ii. Failure to cooperate in the City's monitoring of compliance with the performance of this agreement by refusing to provide information or documents required to monitor compliance;

   iii. Failure to respond adequately to issues or claims by City representatives regarding the Developer's performance or other matters;

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iv. Accumulation of like documented complaints regarding the Developer's performance of a contract;

v. Failure to pay any financial obligation to the City or any of its departments, divisions, boards, or commissions;

vi. Failure to pay prevailing wage when required by state or federal law or to comply with similar laws;

vii. Debarment by any federal, state, or local government agency;

viii. Failure to fulfill three (3) or more of the required community benefits elements enumerated in Sections 1 through 12 of Schedule A; or

ix. Commission of wage theft or payroll fraud as defined in Chapter 190 of Cleveland's Codified Ordinances.

11. Definitions:

In this CBA:

A. "City Financial Assistance" means any City-funded grant, loan, tax increment financing, residential multi-family tax abatement in compliance with Ordinance No. 482-2022, passed March 25, 2022, Section 3, below-market-value land transfer, and/or City-funded capital infrastructure improvements associated with a development project;

B. "Community Benefits Agreement" or "CBA" means a legally enforceable agreement between the City of Cleveland and the Developer that provides community benefits;

C. "Community Benefits" means the amenities, benefits, or commitments described in C.O. Sections 190A.02 and 190A.03;

D. "Developer" means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that proposes a Development Project, excluding public improvement projects, in the City of Cleveland;

E. "Development Project" means new construction of and alterations to buildings and structures located in the City; and;

F. "Construction Worker Hours" means the total hours worked on a Construction Contract by both Skilled and Unskilled Construction Trade Workers, regardless of whether those workers are employed by the Contractor or any Subcontractor. In determining the total Construction Worker Hours to be furnished at the construction site, there shall be included the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. Construction Worker Hours exclude the number of hours of work performed by non-Ohio residents; and

G. "Low-Income Resident" means a City of Cleveland Resident who, when first employed by a contractor, is a member of a family with a total income equal to or less than the "Section 8" Low-Income limit established by the United States Department of Housing and Urban Development. Low-Income family is defined as a family whose annual income does not exceed eighty percent (80%) of the median family income for the area in which they reside, as determined by HUD. Income limits are adjusted for family size. A Resident who is not a member of a family shall be considered as a one (1) person family for this purpose. A Resident shall retain "Low-Income Person" status for a continuous five (5) year period starting upon the OEO's written acknowledgment that the Resident's family income does not exceed the above-stated limit, provided the Resident remains a Resident during the five (5) year period.

12. **Intent to Comply:** Parties agree that this CBA is lawful, enforceable, and binding on all Parties: agree to waive any challenges to the enforceability of this Agreement; and agree not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Agreement in any judicial action or proceeding.

13. **Severability:** Each section and each part of each section of this Community Benefits Agreement is declared to be an independent section or part of a section, and it is declared to be the intent of the parties that if any section or part of a section or any provision thereof, or the application thereof to any person or circumstances, is held to be invalid, the remaining sections or parts of sections and the application of such provisions, other than those as to which it is held invalid, shall not be affected thereby.

14. **Successors and Assigns:** This agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

15. **Schedule A:** The attached Schedule A, Community Benefits Agreement Terms, is incorporated into this agreement.

16. **Amendments to Schedule A:** Any changes or amendments to Schedule A that alter either (a) a material community benefit identified in Schedule A or (b) the penalty associated with failure to comply with a material community benefit as described in Schedule A, must be agreed upon by both parties. Upon such agreement, the amended Schedule A shall be incorporated into this agreement.

The parties have caused this instrument to be executed as of the day and year first above written.

CITY OF CLEVELAND

4/21/26

TYSON MITCHELL **DATE**
DIRECTOR
MAYOR'S OFFICE OF EQUAL OPPORTUNITY

EAST 9TH SCARLET, LLC

SIGNATORY **DATE**

Amit Patel

PRINTED NAME

Manager

TITLE

33-1608835

TAXPAYER IDENTIFICATION NO.

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CITY OF CLEVELAND
MAYOR'S OFFICE OF EQUAL OPPORTUNITY

PROJECT SCARLET

Last Revised: April 2026

Office of Equal Opportunity (OEO)
601 Lakeside Avenue, Room 335, Cleveland, Ohio

PROJECT NAME:	*Project Scarlet*
DEVELOPER NAME:	East 9th Scarlet, LLC
PROJECT ADDRESS:	2060 East 9th St. Cleveland, OH., 44115
PRIME CONTRACTOR:	Cleveland Construction

PROJECT DESCRIPTION:

Originally constructed in the early 20th Century, the Rose and Sloan buildings, historic landmarks located in downtown Cleveland, are being revitalized by East9th Scarlet, LLC ("Developer") into a blended residential apartments and hospitality development known as "Project Scarlet". These two centrally located buildings will be modernized and transformed into Marriott-branded premium living spaces and a Tribute hotel. The Rose Building will feature 154 apartments with resident amenities, while the Sloan Building will offer 123 hotel rooms, including double, single, and luxury suites, plus a fitness center, signature restaurant, and 5,400 square feet of event space. Construction is slated to begin in 2026, with the hotel opening in 2027 and apartments in 2028.

Project Scarlet is located at 2060 E. 9th Street, Cleveland, Ohio 44115 and 823 Prospect Avenue, Cleveland Ohio 44115 ("Project Site"). The construction project is scheduled to begin in 2026. The hotel will open in 2027, and the residential apartments will follow in 2028

EXPECTED PROJECT COSTS: $107,808,442

EXPECTED HARD CONSTRUCTION COST: $63,162,548

CITY FINANCIAL ASSISTANCE:

$12,277,380 TIF

$TBD Tax Abatement

$1,000,000 UDAG Loan

$13,277,380 TOTAL

LINE	COMMUNITY BENEFIT AGREEMENT REQUIRED ELEMENTS	KEY CBA CONTRACT TERMS FOR THIS PROJECT	MAXIMUM NON-COMPLIANCE PENALTY	KEY REPORTING DATES POST-SIGNED AGREEMENT	
1	CH. 190A.02 (a)(1): CSB Participation Goal (8%)	$5,053,004	$316,761	B2Gnow:	Monthly
2	CH. 190A.02 (a)(2): FBE Participation Goal (7%)	$4,421,378	$277,166		
3	CH. 190A.02 (a)(3): MBE Participation Goal (15%)	$9,474,382	$593,928		
	Total Diverse Subcontractor Utilization Amount (30%)	$18,948,764	$1,187,855		
4	CH. 190A.02 (b)(1): Cleve. Resident Construction Worker Hours	10% Requirement	$118,786	LCPtracker:	Monthly
5	CH. 190A.02 (b)(2): Low-Income Cleve Res. Construction Worker Hrs.	2% of the 10% Requirement	$23,757		
6	CH. 190A.02 (c): Mentor/Protégé Program	Total of TWO (2) Mentor/Protégé Relationships	$25,000 per M/P	Ongoing reporting:	Quarterly
7	CH. 190A.02 (d)(1): Apprenticeships	TWO (2) Registered Apprentices/Pre-Apprentices	$5,000 per Apprentice	Ongoing Reporting:	Quarterly
8	CH. 190A.02 (d)(2): Internships	TEN (10) Cleveland Resident Interns at the Rate of $20 PER HOUR for a minimum of ONE HUNDRED SIXTY (160) WORKED HOURS PER INTERN. Developer may re-hire Interns for consecutive 160-hour periods, with each such period counting separately toward the 10 intern requirement.	$5,000 per Intern	Hired Intern: 120 Days Ongoing reporting:	Quarterly
9	CH. 190A.02 (e): Community Engagement	THREE (3) Community Stakeholders' meetings,	$1,500 per Meeting		Pre-Construction During Construction Post Construction
10	CH. 190A.02 (f): Reporting	The Developer shall provide QUARTERLY Community Benefits Reports to OEO	Up to $100 per day	Dec. 1st March 1st	June 1st Sept 1st

Developer Initial(s) BP Initial City of Cleveland, Director of OEO Initial

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LINE	ADDITIONAL COMMUNITY BENEFIT AGREEMENT ELEMENTS		KEY CBA CONTRACT TERMS FOR THIS PROJECT	MAXIMUM NON-COMPLIANCE PENALTY
11	**CH. 190A.03 (a)**	**Provide Joint-Venture, co-development, and owner's representative opportunities for MBEs, FBEs, and CSBs.**	The Developer will engage ONE (1) certified MBE/FBE/CSB firm as the owner's representative for the development project, with the engagement documented through a formal contract and the representative's participation tracked throughout the project duration.	$25,000
12	**CH. 190A.03 (d)**	**Host job fairs, contractor information, and networking sessions about upcoming contracting opportunities.**	The Developer will attend FOUR (4) Community Benefits Resource Expos: TWO (2) during the construction phase and TWO (2) within six (6) months of opening, focused on permanent employment opportunities post construction.	$10,000 Per Job Fair
13	**CH. 190A.03 (h):**	**Incorporating LEED principles and additional sustainable business practices into the design and construction of the Development Project**	The project will incorporate LEED for Homes (Silver) certification principles into the design and construction of the development project, with certification pursuit documented through formal LEED registration, design phase submissions, and construction tracking to achieve Silver-level sustainability standards by project completion	$10,000
14	**Ch. 190A.03 (i)**	**Provide neighborhood infrastructure and safety improvements, including but not limited to curbs, street paving, sidewalks, multi-purpose and bicycle paths, pedestrian traffic-calming measures, parks and green space, landscaping, lighting, security cameras, bicycle racks, signage, public art, and blight removal to the extent not provided by the City or other public entity.**	The project will incorporate landscaping, lighting, security cameras, and signage as neighborhood infrastructure and safety improvements for the development project, with all upgrades documented and approved by the City Building Department.	$10,000

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LINE	ADDITIONAL COMMUNITY BENEFIT AGREEMENT ELEMENTS		KEY CBA CONTRACT TERMS FOR THIS PROJECT	MAXIMUM NON-COMPLIANCE PENALTY
15	**Ch. 190A.03 (p):**	**Contribute to a community equity fund**	The Developer will make a $100,000 contribution to the community equity fund within 24 months of CBA execution	$100,000
16	**CH. 190A.03 (q):**	**Implement any other negotiated community benefits, including but not limited to those enumerated in the regulations and procedures promulgated under Section 190A.06.**	For two (2) years after commencement of operations, the Developer, by way of its property management company, will include at least one (1) certified MBE/FBE vendor to participate in all competitive bid processes for substantial building and operational services, including capital building maintenance repairs, specialized food vendors, contract labor, window cleaning, and landscaping services when qualified MBE/FBE vendors are available	$25,000
17		**Additional Community Benefits**	Developer will create an engagement strategy in conjunction with OEO and the ward councilperson to hire Cleveland residents from the Winton Manor Apts. (1012 Project E, Cleveland, Ohio 44115) who are willing, able and, as applicable, qualified to work on Project Scarlet. Developer will use good faith efforts to hire at least 10 residents at Cleveland's living wage (currently $16.26 per hour) within two (2) years following the opening of the Hotel to the public. These residents will count toward the Cleveland resident hiring goals	$50,000
18		**Additional Community Benefits**	For two (2) years after commencement of operations, the Developer, by way of its property management company, will make good faith efforts to provide internal career advancement opportunities for existing hotel, multifamily and food service employees, with the intent to give priority to promoting employees from within the Project Scarlet organization.	None

15	19	**Additional Community Benefits**	Developer shall commit to living wage (currently $16.26) requirement for all full-time housekeeping, front-desk, maintenance and food service employees (excluding servers, bartenders and other employees who primarily work for tips), whether employed by Developer or its management company, for a period of two (2) years following opening of the Hotel to the public.	$50,000

Developer Initial(s) Initial BP **City of Cleveland, Director of OEO Initial** TTM

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The **City of Cleveland** and **Developer** agree to the above **Schedule A**. The parties have caused this instrument to be executed as of the day and year first above written:

CITY OF CLEVELAND – DIRECTOR OF OEO

BY: _____
NAME: TYSON T. MITCHELL, JD/LL.M,
TITLE: *DIRECTOR, OEO*
DATE: 4/24/26

DEVELOPER AND/OR DESIGNEE

DocuSigned by:
BY: _____
NAME: BHAVIN PATEL
TITLE: *OWNER*
DATE: 4/20/2026