



Mr. Chinedum Ndukwe
Burnet Investments LLC
2347 Reading Road LLC
Kingsley and Company
30 West Third Street
Fourth Floor
Cincinnati, OH 45202

Mr. Chinedum Ndukwe:

We, *Stand Strong on Burnet Avenue*, the Tenant Association of 2341 Burnet Avenue, are writing you to relay our demands and frustrations as it pertains to your stated plan to remove us from our homes.

On December 6, 2019 you and your company, Kingsley and Company filed with the State of Ohio for the creation of Burnet Investments LLC. On December 23, 2019 you utilized Burnet Investments LLC to purchase our homes. On December 30, 2019 you utilized CincyLive, a third-party company, to leave Thirty-Day Notices To Leave the Premises on our doors. Therefore, your demand is that we leave our homes by this Thursday, January 30, 2020 or you will file with Hamilton County to evict us from our homes.

We know your intention is to utilize the site currently occupied by our homes in your development plan for the property located at 2347 Reading Road, where you are building what is planned to be a Comfort Suites Hotel, operated by Choice Hotel.

Each of us is experiencing poverty and our homes are affordable to us. Many of us went through enormous and long struggles to find homes that we could afford because Cincinnati and Hamilton County are short more than 40,000 affordable homes. Others of us have lived here for twenty and even thirty years, able to avoid homelessness because of the affordable rents. To learn that you and your company demand we vacate our homes is angering, saddening and depressing.

Several of us experienced homelessness, living in shelters, prior to eventually finding the respite of home here. Since then, we have been rebuilding what we previously lost. Now, you plan to take from us what we have been able to rebuild and push us into a market with an extreme deficit of housing we can afford. For many of us, this would mean returning to homelessness. For some of us, this will force us from our multiple-decades long homes, into shelters, living outdoors or in our car, competing for the scarcely available affordable housing. In fact, the recommendation some of us received from one of your hired third parties was to leave here and go to a shelter.

The fear of losing our homes and stability has caused each of us great stress that is daily affecting our ability to have healthy lives. You cannot imagine the anguish caused by the proposition of not only being forced from our homes, but being forced into the struggles of homelessness. For those of us who are dealing with mental illness, the situation you have created, is worsening the effects of mental illness we were already dealing with. For one of us, who is a veteran, this is bringing the trauma of PTSD constantly to the surface. For those of us who are elderly, the thought of living outdoors comes with an even more aggressive impact.

We are humans and we are valuable. The fact that you have access to large sums of money, and you have a development plan for a hotel, does not make us garbage to be removed from your midst. We assume you believe you are an agent of community and economic progress. We know we are agents of progress; we have all experienced great

progress through being able to afford our homes. We are not in the way and will not allow ourselves to be thrown to the margins.

On November 15, 2018 you and your company convinced Cincinnati City Council to pass an ordinance granting you a fifteen-year property tax abatement at the site of your planned hotel. This ordinance stated that this abatement was being granted "...to provide an appropriate development incentive for the Improvements...". However, we believe that at the time you did not indicate that you planned to push us from our homes and *development* does not include the displacement of other people. The ordinance further states that it was passed as, "...an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare..." Removing neighbors from their homes and forcing us into unhealthy and unstable situations is not in service of public peace, health, safety nor general welfare. The value of this property tax abatement will be approximately \$2,556,414, if not more. These are taxes that our City will not receive. Kingsley and Company benefitting from this significant incentive from our City, while displacing us from our homes and stability, and forcing many of us into homelessness, adds more wrong on top of wrong. As a City we should not invest in the displacement of ourselves.

If all of this were not bad enough, you and your company have commenced to pressuring us from all sides. For about a week now, crews have been constantly cutting down trees all around us and running them through a chipper directly in front of our homes. The constant ear-piercing noise of chainsaws and chippers has been tormenting. In addition, you have removed our front door entirely. Our main stairwell is freezing cold and completely open to whomever chooses to come in. Not only can we no longer lock our building for our own safety, we don't even have a door we can close to keep the weather out. This has been a clear message to us that you believe we are not worth a home and we are not even worth quiet or safety. It feels like being squeezed from all sides. But we will not burst.

As the Tenant Association, *Stand Strong on Burnet Avenue*, we have voted to issue you the following demands. A formal copy of these are attached with room for your signature (Attachment A):

1. Commit to not vacating or closing our building.
2. Renew all of our leases and cease all threats of displacement.
3. Keep our rents at the rates they currently are and maintain the current number of apartments.
4. Cease the noise associated with tree removal.
5. Install on our building a door with a lock.
6. Fix what is broken in our building.

In order to have adequate time for you and ourselves to meet and discuss these demands, we need you to formally send notices to each of us revoking the current Thirty-Day Notices to Leave the Premises. A formal commitment to this revocation is also attached (Attachment B).

We need a reply from you to the email address from which our letter has been sent, by 2PM Wednesday, January 29. If you have not replied to us by that time, or you refuse to revoke the Thirty-Day Notices to Leave the Premises thereby not allowing time for discussions, we will announce a press conference at which we will inform the public of the extreme hardship, stress, and future of homelessness you and Kingsley and Company have thrust upon us and ensure knowledge of the City property tax incentives and other benefits you plan to receive while doing it.

We hope to hear from you very soon and to then schedule a timely meeting with you to discuss further.

Sincerely,

Stand Strong on Burnet Avenue
Tenant Association
2341 Burnet Avenue

CC:
*John Schrider: Attorney, Director,
Legal Aid Society of Southwest Ohio*

*Amanda Barker: Community Organizing Director,
Greater Cincinnati Homeless Coalition*

*Josh Spring LSW: Executive Director,
Greater Cincinnati Homeless Coalition*

Memorandum of Understanding between Chinedum Ndukwe, Kingsley and Company, Burnet Investments LLC and its subsidiaries, affiliates and contractors (hereafter, Burnet Investments LLC), and Stay Strong on Burnet Avenue (hereafter, Residents)

1. Burnet Investments LLC will not vacate or close our 2341 Burnet Avenue.
2. Burnet Investments LLC will renew the leases of all Residents and cease all threats of displacement.
3. Burnet Investments LLC will keep the rents at 2341 Burnet Avenue at the same amount as they currently are and will maintain the current number of apartments.
4. Burnet Investments LLC will cease the noise associated with tree removal.
5. Burnet Investments LLC will install on our building a door with a lock.
6. Burnet Investments LLC will hire professionals to repair what is broken in our building.

I, _____ have the authority to commit to all the above-listed agreements in this memorandum of understanding. I am signing signifying the commitment to the totality of this memorandum of understanding by the Kingsley and Company, Burnet Investments LLC and its subsidiaries, affiliates and contractors.

Signature: _____

Date: _____

Memorandum of Understanding between Chinedum Ndukwe, Kingsley and Company, Burnet Investments LLC and its subsidiaries, affiliates and contractors (hereafter, Burnet Investments LLC), and Stay Strong on Burnet Avenue (hereafter, Residents)

1. As of January 29, 2020 Burnet Investments LLC officially revokes all Thirty-Day Notices to Leave the Premises that were previously issued to Residents of 2341 Burnet Avenue and will provide notice of this revocation to all Residents of 2341 Burnet Avenue.
2. The owner of Burnet Investments LLC will soon thereafter meet with Residents as a group at a time found accessible by Stay Strong on Burnet Avenue.

I, _____ have the authority to commit to all the above-listed agreements in this memorandum of understanding. I am signing signifying the commitment to the totality of this memorandum of understanding by the Kingsley and Company, Burnet Investments LLC and its subsidiaries, affiliates and contractors.

Signature: _____

Date: _____