

COMMUNITY BENEFITS AGREEMENT

(The Future of Health Development)

THIS COMMUNITY BENEFITS AGREEMENT (this “Agreement”) is entered into as of the Effective Date (as defined herein), by and among the CITY OF DETROIT, a Michigan municipal corporation (“City”), acting through its Planning and Development Department, Henry Ford Health System, a non-profit organization (“HFH”), Board of Trustees of Michigan State University, a Michigan constitutional body corporate of the State of Michigan (“MSU”), and Pistons Sports & Entertainment, LLC, a Delaware limited liability company (“Pistons”) (collectively, the “Developer”).

RECITALS

- A. HFH, MSU and Pistons are each undertaking the development of respective portions of those certain parcels of real property listed on Schedule 1 attached hereto for the purposes summarized on Schedule 1 (collectively the “Project”), which is comprised of (i) the east campus portion of the broader “Future of Health Development” (the “East Campus”), (ii) an expansion of the existing Henry Ford Hospital facilities south of West Grand Boulevard to include a new hospital tower (“Expanded Hospital”), and (iii) a new parking garage, a shared services building and a central utility plant ((ii) and (iii) collectively, “South Campus”).
- B. Pursuant to City of Detroit Ordinance No. 2021-4 effective as of December 8, 2021 (the “Community Benefits Ordinance”), and codified in Chapter 12, Article VIII of the 2019 Detroit City Code (“Code”), certain development projects referred to therein as “Tier 1 Development Projects” are required to undergo certain community engagement procedures as set forth in the Community Benefits Ordinance to permit members of the Neighborhood Advisory Council (as defined in the Community Benefits Ordinance) to make Developer aware of concerns related to the Project and discuss methods of addressing concerns raised by the Neighborhood Advisory Council (the “CBO Process”).
- C. The East Campus, collectively, is expected to incur an investment of at least seventy-five million dollars (\$75,000,000) and to involve the abatement of more than one million dollars (\$1,000,000) in city taxes and qualifies as a Tier 1 Development Project pursuant to the Community Benefits Ordinance and therefore required to comply with the CBO Process.
- D. Although the development of the South Campus contemplated by HFH does not, by itself, qualify as a Tier 1 Development Project pursuant to the Community Benefits Ordinance since it is not receiving a transfer of land or tax abatement, HFH voluntarily committed to participate in the CBO Process as though the South Campus was a Tier 1 Development Project in order to expand the available community benefits for the Impact Area (as defined below) and to address concerns raised by the NAC (as defined below) regarding construction of the South Campus.

- E. From October 3, 2023 to December 12, 2023, the City facilitated and the Developer participated in a CBO Process for the East Campus and the South Campus with the members of the Neighborhood Advisory Council for the Project (the “NAC”), which members were selected from residents living within the area bounded by W. Euclid Street to the north, Woodward Avenue to the east, I-94 to the south, and Rosa Parks Boulevard to the west (the “Impact Area”).
- F. HFH, MSU and Pistons, through the CBO process and discussions with the NAC, have committed to provide certain programs, projects and other benefits to address concerns raised by the NAC as further described on Exhibit A attached hereto (the “Developer Community Benefits”).
- G. The City is willing to provide those certain programs and projects described on Exhibit B attached hereto to address additional concerns raised by the NAC related to City property, programs, and ordinances (the “City Community Benefits”).
- H. The City, HFH, MSU and Pistons desire to memorialize their obligations to provide the City Community Benefits and the Developer Community Benefits, respectively.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, HFH, MSU and Pistons agree as follows:

1. Agreement to Provide Developer Community Benefits. Each of HFH, MSU and Pistons hereby covenants and agrees to construct, operate, or otherwise provide (as appropriate) the Developer Community Benefits, in the manner and as described and as allocated in Exhibit A. HFH, MSU, Pistons and the City acknowledge and agree that the Developer Community Benefits were agreed upon by HFH, MSU and Pistons to address concerns raised by the NAC, as required by the Community Benefits Ordinance. HFH, MSU, Pistons and the City further acknowledge and agree that HFH, MSU and Pistons shall each be responsible for constructing, operating, or otherwise providing (as appropriate) those Developer Community Benefits that are designated to such entity as indicated on Exhibit A and the obligations of each of HFH, MSU and Pistons under this Agreement are several in nature. Except as otherwise set forth in Exhibit A, where more than one of HFH, MSU or Pistons have committed to providing a Developer Community Benefit, each of such entities shall be responsible for fully providing such Developer Community Benefit with respect to the aspects of the Project being constructed or performed by such entity.
2. Agreement to Provide City Community Benefits. The City hereby covenants and agrees to construct, operate, or otherwise provide (as appropriate) the City Community Benefits, in the manner and as described in Exhibit B.
3. Continued Community Engagement. As required by Section 12-8-3(g)(3) of the Code, the City will facilitate, and HFH, MSU and Pistons will actively participate, in at least one (1) meeting per calendar year with the NAC for at least six (6) years, provided that if the Project is not completed within six (6) years, at the discretion of the Director of the Planning and Development Department the City may facilitate, and HFH, MSU and Pistons shall actively participate in,

additional annual meetings until the Project is completed. The purpose of such meetings will be to discuss the status of the Project, to coordinate the implementation of the Developer Community Benefits, and to discuss any additional concerns raised by the NAC.

4. Compliance Reporting; Recordkeeping. Unless a specific Developer Community Benefit provides for more frequent reporting, Developer will submit semi-annual compliance reports to the City via the reporting structure provided by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”) within thirty (30) days of the end of June and December each calendar year which describes HFH, MSU and Pistons’ progress on and compliance with the Developer Community Benefits. The City, HFH, MSU and Pistons shall each maintain information pertinent to its activities under this Agreement for at least two (2) years following completion of the last of the buildings being constructed as part of the Project.

5. Indemnification

a. HFH agrees to indemnify, defend, and hold the City harmless, or shall cause its contractors, agents, affiliates, or subsidiaries performing the Developer Community Benefits which otherwise are the responsibility of HFH herein to indemnify, defend and hold the City harmless, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of (a) any gross negligence or misconduct of HFH or its agents or employees in the performance of this Agreement, (b) any failure by HFH to perform its obligations under this Agreement which constitute an Event of Default of HFH hereunder, or (c) any injury to the person or property of the City or of an employee of the City where such injury arises out of HFH’s performance of its obligations under this Agreement, except to the extent that any of the foregoing are caused by the negligence or misconduct of the City or its employees.

b. MSU agrees to indemnify, defend, and hold the City harmless, or shall cause its contractors, agents, affiliates, or subsidiaries performing the Developer Community Benefits which otherwise are the responsibility of MSU herein to indemnify, defend and hold the City harmless, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of (a) any gross negligence or misconduct of MSU or its agents or employees in the performance of this Agreement, (b) any failure by MSU to perform its obligations under this Agreement which constitute an Event of Default of MSU hereunder, or (c) any injury to the person or property of the City or of an employee of the City where such injury arises out of MSU’s performance of its obligations under this Agreement, except to the extent that any of the foregoing are caused by the negligence or misconduct of the City or its employees.

c. Pistons agree to indemnify, defend, and hold the City harmless, or shall cause its contractors, agents, affiliates, or subsidiaries performing the Developer Community Benefits which otherwise are the responsibility of the Pistons herein to indemnify, defend and hold the City harmless, against and from any and all liabilities, obligations, damages, penalties, claims, costs,

charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of (a) any gross negligence or misconduct of Pistons or its agents or employees in the performance of this Agreement, (b) any failure by Pistons to perform its obligations under this Agreement which constitute an Event of Default of Pistons hereunder, or (c) any injury to the person or property of the City or of an employee of the City where such injury arises out of Pistons' performance of its obligations under this Agreement, except to the extent that any of the foregoing are caused by the negligence or misconduct of the City or its employees.

6. Compliance with Laws. Each party hereunder acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law applicable to its respective businesses and operations, including but not limited to any and all rules and regulations governing the operation and administration of Medicare, Medicaid, Tricare, and any other federal health care programs (as defined in the Social Security Act) and any other State of Michigan health care program, and any grant and other funding restrictions and applicable standards of care and best practices (as amended from time to time, collectively, the "Applicable Laws"). No party hereunder will be responsible for ensuring any other party's compliance with Applicable Laws at any time, unless so required under Applicable Laws; and, Developer's respective obligations to perform as set forth herein are subject to any such Applicable Laws.

7. Nondiscrimination. Developer will, in performing the Developer Community Benefits and its other obligations pursuant to this Agreement, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected or designated classification, in accordance with Chapter 23 of the Detroit City Code and other Applicable Laws.

8. Reporting of Alleged Violations of Community Benefits. Each of HFH, MSU, and the Pistons acknowledges and understands that pursuant to Section 12-8-3(g)(4) of the Code, members of the community may report to the NAC allegations of the Developer's failure to comply with this Agreement. Community members can submit such reports to the City (a) by personal delivery with receipt obtained or by registered or certified first-class mail with return receipt requested at the following address:

City of Detroit,
Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, MI 48226
Attention: Director

(b) by e-mail to cboformalcomplaints@detroitmi.gov, or (c) through an online portal available at <http://bit.ly/CBOComment>.

The City will forward all such reports from community members to (i) the NAC, which may take further action in accordance with Section 12-8-3(g) of the Code and (ii) HFH, MSU and Pistons.

9. Event of Default. The following shall constitute an “Event of Default” by the defaulting party under this agreement:

a. The failure of any Developer to perform any of its respective Developer Community Benefits as and when provided in Exhibit A attached hereto, or any other default by Developer in the performance of the terms of this Agreement, which default or failure is not cured within sixty (60) days after the City’s delivery of written notice of such failure or default to Developer, provided, however, that if the nature of Developer’s failure or default is such that it cannot be reasonably cured within such sixty (60) day period, and Developer commences such cure within said sixty (60) day period and thereafter diligently pursues such cure to completion, then such failure or default shall not constitute an Event of Default hereunder unless Developer fails to cure the same within one hundred twenty (120) days of the City’s original delivery of notice of such failure or default or such longer time period as is reasonable under the circumstances and mutually agreed upon between the applicable Developer and the City. Notwithstanding anything to the contrary contained herein, an Event of Default by one of the or multiple Developers with respect to a Developer Community Benefit for which such Developer is responsible shall not be deemed an Event of Default by all of the Developers under this Agreement, and any such Event of Default shall be solely attributable to and enforceable against the defaulting Developer.

b. The failure of the City to perform any of the City Community Benefits as and when provided in Exhibit B attached hereto, or any other default by the City in the performance of the terms of this Agreement, which default or failure is not cured within sixty (60) days after the Developer’s delivery of written notice of such failure or default to the City, provided, however, that if the nature of the City’s failure or default is such that it cannot be reasonably cured within such sixty (60) day period, and the City commences such cure within said sixty (60) day period and thereafter diligently pursues such cure to completion, then such failure or default shall not constitute an Event of Default hereunder unless the City fails to cure the same within one hundred twenty (120) days of the Developer’s original delivery of notice of such failure or default. In no event shall any failure of the City to perform any of the City Community Benefits hereunder be deemed an Event of Default of any Developer.

c. Notwithstanding anything to the contrary set forth herein, the failure to construct improvements on or renovate any improvements which are contemplated as part of the Project as of the date of this Agreement shall not be a basis for default hereunder.

10. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue and enforce specific performance of the covenant or obligation which the defaulting party failed to perform, it being agreed that the Developer Community Benefits and the City Community Benefits represent ways of addressing specific concerns raised by the NAC and that monetary damages may be inadequate to address such concerns. Developer further agrees to comply with the enforcement and mitigation process of Section 12-8-3(g) of the Code and to cooperate in any investigation or hearings by the Enforcement Committee (as defined in the

Community Benefits Ordinance) or the Detroit City Council. For the avoidance of doubt, upon the occurrence of an Event of Default by one or more of the Developers in performing a Developer Community Benefit for which such Developers are responsible, the City shall only pursue a remedy under this Section 10 against the Developer (or Developers) responsible for such Developer Community Benefit. An Event of Default by one or more Developer(s) shall not be enforced against any non-defaulting Developer(s) and all liabilities hereunder shall be several as to each Developer.

11. Effective Date; Term. This Agreement shall be effective upon the later of (a) approval of the Transformational Brownfield Plan with respect to the Project approved by the City Council on _____, 2024 (as the same may be amended, the “TBP”) by the Michigan Strategic Fund, and the execution by the Developer, the City of Detroit Brownfield Redevelopment Authority and the Michigan Strategic Fund of the reimbursement agreement with respect to the TBP, all with respect to portions of the East Campus, and (b) approval of the Neighborhood Enterprise Zone Certificate by the City Council for One Ford Place, located at 6005 2nd Avenue, Detroit, Michigan, pursuant to the application for a Neighborhood Enterprise Zone Certificate submitted Developer’s affiliate (“Effective Date”). This Agreement will remain in effect as long as the financial incentives available to Developer under the TBP remain available to Developer, and until completion of the Project, and (i) with respect to Developer’s obligations hereunder, the Developer’s satisfaction of all of the Developer Community Benefits, and (ii) with respect to the City’s obligations hereunder, the City’s satisfaction of all of the City Community Benefits.

12. Amendments. No amendment to this Agreement will have any force or effect against any Party unless it is in writing, expressly refers to this Agreement, is fully executed by the duly authorized representative of the City (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and Developer, and is approved by the City of Detroit Law Department.

13. Notices. All notices, requests, notifications, and other communications (collectively, “Notices”) related to this Agreement shall be given in writing, signed by an authorized representative of the Party and sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by express, overnight courier, next day delivery requested, to the respective parties at the addresses listed below, and shall be deemed delivered one (1) business day after the delivery or mailing date:

If to the City: City of Detroit
 Planning & Development Department
 2 Woodward Avenue, Suite 808
 Detroit, MI 48226
 Attention: Director

With a copy to: City of Detroit, Law Department
 2 Woodward Avenue, Suite 500
 Detroit, MI 48226
 Attention: Corporation Counsel

If to Developer: Henry Ford Health System
One Ford Place, 5B
Detroit, Michigan 48202
Attn: Chief Financial & Business Development Officer
With e-mail copy to: Office of General Counsel at legal@hfhs.org

With a copy to: Taft Stettinius & Hollister, LLP
27777 Franklin Road
Ste. 2500
Southfield, Michigan 48034
Attn: Elizabeth M. Rogers, Esq.

With a copy to: Pistons Sports & Entertainment
6201 Second Ave.
Detroit, Michigan 48202
Attn: Richard Haddad, Chief Operating Officer

With a copy to: Board of Trustees of Michigan State University
426 Auditorium Road
Hannah Administrative Building, Room 450
East Lansing, Michigan 48824-1046
Attn: President

And with a copy to: Richard A. Barr, Esq.
Honigman LLP
660 Woodward, Ste. 2290
Detroit, Michigan 48226

Each Party to this Agreement may change its address and/or point of contact for the receipt of Notices at any time by giving written Notice thereof to the other parties in accordance with this Section.

14. Miscellaneous.

a. The City and each Developer are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.

b. The City and Developer acknowledge and agree that this Agreement, and the performance of the obligations hereunder, is intended to satisfy the requirements of the Community Benefits Ordinance and the CBO Process.

c. This Agreement sets forth Developer's intended activities to address impacts on the community by the Project in accordance with the Ordinance and by HFH with respect to the South Campus in accordance with HFH's voluntary submission of the South Campus to the CBO

Process. The Developer may not assign this Agreement, or any portion thereof, either voluntarily or involuntarily, or by operation of law to any third party without the City's written consent, which shall not be unreasonably withheld but may be subject to reasonable conditions. The City and the Developer acknowledge and agree that the development of the Project or portions thereof, and performance of the Developer Community Benefits may be performed by subsidiaries or affiliates of the Developer.

d. In the event of a failure or delay in the Developer's performance of its obligations under this Agreement due to unforeseen causes and causes beyond its control and without its fault, including, but not restricted to, acts of God or of the public enemy, fires, floods, severe weather, pandemic, epidemic, strikes or other labor disputes, national emergency, riot, terrorism, restraint by court order, order by any governing body, judicial order, or order or directive of public authority (each, a "Force Majeure Event") the time for performance of such obligations shall be extended for the period of the Force Majeure Event, but in no event more than one hundred eighty (180) days following the end of the Force Majeure Event; provided that the Developer must within thirty (30) days after the beginning of such Force Majeure Event, have first notified the City in writing of the causes thereof and requested an extension for the period of the Force Majeure Event.

e. This Agreement will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

f. If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining provisions of the Agreement will continue in full force and effect.

g. This Agreement may be executed by the parties in counterparts which shall be considered as one fully executed agreement. Executed copies of this Agreement may be delivered between the parties via electronic means including electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.).

h. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall be of no force or effect and may not in any way be enforced against the City, and the City is not authorized or obligated to perform any of its obligations pursuant to this Agreement unless and until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or

modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, as necessary, and be approved by the Law Department.

[Signature pages follow.]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Community Benefits Agreement as of the Effective Date.

DEVELOPER:

HENRY FORD HEALTH SYSTEM,
a not-for-profit organization

By: _____
Name: _____
Its: _____

BOARD OF TRUSTEES OF MICHIGAN STATE
UNIVERSITY, a Michigan constitutional body
corporate of the State of Michigan

By: _____
Name: _____
Its: _____

PISTONS SPORTS & ENTERTAINMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

CITY:

CITY OF DETROIT,
a Michigan municipal corporation

By: _____
Name: Antoine Bryant
Its: Director, Planning and Development
Department

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED AS TO FORM BY LAW
DEPARTMENT PURSUANT TO § 7.5-206 OF
THE CHARTER OF THE CITY OF DETROIT

Date

Corporation Counsel Date

SCHEDULE 1

SUMMARY OF THE PROJECT

EAST CAMPUS

1. **One Ford Place** – Rehabilitation and adaptive reuse of the existing approximately 625,000 square foot building into a mixed use building containing approximately 403 residential units, with commercial space on the first floor.
2. **725 Amsterdam** – Construction of a new approximately 160,000 square foot mixed use residential building containing approximately 154 residential units with commercial space on the first floor.
3. **675 Amsterdam** – Construction of a new approximately 112,000 square foot mixed use residential building containing approximately 105 residential units with commercial space on the first floor.
4. **6175 Third Street** – Construction of an approximately 335,000 square foot state-of-the-art medical research facility.
5. **6205 Third Street** – Construction of a new parking structure containing approximately 800 parking spaces.

SOUTH CAMPUS

1. **2850 W. Grand Blvd.** – Construction of an approximately 1,100,000 square foot state-of-the-art hospital building to expand the main Henry Ford Hospital.
2. **1130 Baltimore** – Construction of an approximately 151,000 square foot South Campus shared services building anticipated to contain a main kitchen, shipping and receiving space, sterile processing, logistics, and other hospital support functions.
3. **6450 Sterling** – Construction of an approximately 80,000 square foot central energy and facilities building which shall produce heating and cooling water for the new South Campus.
4. **6355 Lincoln** – Construction of a new parking structure containing approximately 1,500 parking spaces.

EXHIBIT A

DEVELOPER COMMUNITY BENEFITS

Developer Community Benefit	HFH	MSU	Pistons
I. Housing For Detroiters			
1. <u>Affordable Housing</u> . Developer shall enter into an affordable housing agreement (the “ <u>Affordable Housing Agreement</u> ”) with the City pursuant to which Developer shall offer to lease twenty percent (20%) of the residential units among the total unit count across the three buildings containing residential units (the “ <u>Residential Buildings</u> ”) that are included in the Developer’s TBP and constructed as a part of the Future of Health Development as affordable units to individuals and families with mixed incomes, as follows and for a term of thirty (30) years from completion of such Residential Building: (i) ten percent (10%) of the affordable units will be reserved for individuals and families with incomes of not more than thirty percent (30%) of the area median family income for the Detroit-Warren-Livonia Metropolitan Statistical Area as published from time to time by HUD (“ <u>AMI</u> ”), based on family size, (ii) eighty percent (80%) of the affordable units will be reserved for individuals and families with incomes of not more than fifty percent (50%) of the AMI, and (iii) ten percent (10%) of the affordable units will be reserved for individuals and families with incomes of not more than seventy percent (70%) of the AMI.			X
2. <u>Acceptance of Section 8 Vouchers</u> : During the thirty (30) year term of the applicable Affordable Housing Agreement, Developer shall not unreasonably refuse to lease an affordable housing unit offered for rent or otherwise discriminate in the terms of tenancy because any prospective tenant is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation. Such obligation shall be included within the Affordable Housing Agreement(s).			X
3. <u>Housing Accessibility</u> . During the period that the proposed projects are under construction (the “ <u>Construction Period</u> ”), with respect to the Residential Buildings, Developer shall either hire (i) an architect for the project with experience in (x) compliance with the Americans with Disabilities Act (the “ADA”), (y) universal design for persons with disabilities and (z) prevailing best practices for accessibility and visit-ability; or (ii) a third-party consultant that specializes in (i)(x)-(i)(z) above, in order to consult on the design of the Residential Buildings and related outdoor environments which are a part of the housing components of the Future of Health Development to make the housing components of the Future of Health Development accessible and usable by persons with disabilities beyond the minimum requirements imposed by the ADA, including concepts of universal design.			X

Developer Community Benefit	HFH	MSU	Pistons
Developer shall include a summary of the number of accessible housing units in each of the Residential Building and the accessibility, visit-ability, and universal design features incorporated into such Residential Building in its next semi-annual report to CRIO after commencement of construction of each of the Residential Buildings.			
4. <u>Home Repair Fund.</u> Developer will make a donation of two million dollars (\$2,000,000) to an experienced non-profit or home repair fund selected by Developer in consultation with the NAC to be used for making home repair grants to qualifying owner-occupied homes, based on criteria to be determined by the selected non-profit or home repair fund, within the neighborhoods of: New Center, New Center Commons, Virginia Park, Virginia Park Community, Tech Town, Elijah McCoy, Piety Hill, LaSalle Gardens, and NW Goldberg (each as defined by the City of Detroit Department of Neighborhoods). Such donation shall be made in five (5) annual donations of four hundred thousand dollars (\$400,000), with the first payment to be paid within ninety (90) days of the start of construction of the first residential housing project, with a maximum spend of fifteen thousand dollars (\$15,000) per qualifying household; provided that the fifth payment shall be made no earlier than ninety (90) days following the start of construction of the third residential housing project.			X
5. <u>Rental Assistance Fund.</u> Developer will make a donation of five hundred thousand dollars (\$500,000) to an experienced non-profit or rental assistance program selected by Developer in consultation with the NAC to be used for rental assistance for qualifying renters within the Impact Area. It is anticipated that the rental assistance program will be designed taking into consideration aspects of the former Live Midtown and Stay Midtown programs. Such donation shall be made in five (5) annual donations of one hundred thousand dollars (\$100,000) with the first payment to be paid within ninety (90) days of the start of construction of the first residential housing project; provided that the fifth payment shall be made no earlier than ninety (90) days following the start of construction of the third residential housing project.			X
6. <u>Affordable Housing Development and Preservation Fund.</u> Developer will make a donation of two million dollars (\$2,000,000) to the Affordable Housing Development and Preservation Fund. Such donation shall be made in five (5) annual donations of four hundred thousand dollars (\$400,000), with the first payment to be paid within ninety (90) days of the start of construction of the first residential housing project; provided that the fifth payment shall be made no earlier than ninety (90) days following the start of construction of the third residential housing project.			X
II. Finest Health Care For Detroiters			
7. <u>Expanded Hospital.</u> As a part of the Future of Health Development, Developer shall expand the existing Henry Ford	X		

Developer Community Benefit	HFH	MSU	Pistons
Hospital facilities, by designing and constructing the Expanded Hospital tower, which shall include new surgical rooms, an expanded emergency department, and private patient rooms.			
8. <u>New Research Center</u> . As a part of the Future of Health Development, Developer shall build a state-of-the-art New Research Center.		X	
9. <u>Urgent/Fast Track Care Services</u> . Developer shall design the Expanded Hospital in a manner that provides a separate and distinct Urgent / Fast Track space utilizing enhanced patient triage for the provision of Urgent / Fast Track care on a 24-hour/7-day per week basis, subject to Applicable Laws. Developer will provide adjacent secured and designated parking for patients' use during such Urgent/Fast Track visits, the parking fees, if any, for which will be consistent with the parking policy at Henry Ford Hospital as it exists from time to time.	X		
10. <u>Behavioral Health Space</u> . Developer shall design the Expanded Hospital in a manner that allows Developer to provide dedicated behavioral health space within the emergency department of the Expanded Hospital following construction completion, and subject to Applicable Laws. Developer shall include information regarding the dedicated behavioral health space in its semi-annual reporting to CRIO hereunder, and will include the methods by which a resident can best access behavioral health services at Henry Ford Hospital on the Information Website.	X		
11. <u>Uncompensated Care</u> . Developer acknowledges that it currently realizes significant uncompensated care losses and that it expects to absorb additional uncompensated care losses that will occur as a direct result of the Expanded Hospital. Each year during the first five (5) years following the date that the Expanded Hospital is fully operational and servicing patients, Developer shall provide a report to CRIO detailing the amount of uncompensated care provided to patients who are Detroit residents, to the extent practicable and permitted by Applicable Law.	X		
12. <u>Community Health Worker + Impact Area Senior Citizens</u> . Commencing not later than January 1, 2025, and continuing for a period not less than five (5) years after commencement, Developer will provide a dedicated and trained employee such as a community health worker or similar person to provide engagement with Impact Area senior citizens (including but not limited to licensed senior facilities within the Impact Area such as Lexington Village) to educate, coordinate community resources, and assist said senior citizens in navigating the healthcare system.	X		
13. <u>Medical Resources for High Schools</u> . Upon the earlier of (i) January 1, 2025, or (ii) within ninety (90) days of the final approval of the TBP by the MSF, Developer shall provide one (1) cardiac kit, one (1) trauma kit and one (1) overdose medical emergency kit to each of Northwestern High School and	X		

Developer Community Benefit	HFH	MSU	Pistons
University Prep. The provision of the kits shall be subject to applicable regulations, and any training and maintenance plans mutually agreed upon between Developer and each high school.			
14. <u>Primary Care Services</u> . Developer shall develop and/or partner with a third-party organization to provide same day services for primary care within the Impact Area at an existing location, PACE facility, Federally Qualified Health Center, or near the Expanded Hospital campus. Developer shall include information on the availability of and best ways to access such primary care services on its Information Website. Developer (itself or through its partner third-party organization) shall provide such services for a period of at least ten (10) years from the date such services are commenced.	X		
15. <u>Community Fairs</u> . Commencing January 1, 2025, and continuing for a period not less than five (5) years after commencement, Developer shall partner with City Council, the City of Detroit, and Developer-selected community groups to host a total of nine (9) community fairs each year during the Construction Period regarding health, education, job opportunities, and/or available hospital resources. Developer shall host one of the nine (9) community fairs in each of the seven Districts and an additional two (2) community fairs in the Impact Area.	X		
16. <u>RYSE MED Program</u> . Commencing not later than January 1, 2025 and continuing for a period of not less than five (5) years after commencement, and subject to any Applicable Laws, Developer will continue to operate its RYSE MED (Readying Youth Scientists for Excellence in Medicine, Health Equity and Discovery) program (or a similar replacement program) designed to provide students interested in health professions and health-related research and having backgrounds underrepresented in medicine, with support and resources through a summer educational/training program designed to help such students pursue jobs in the healthcare field.	X		
17. <u>Infant/Mother Mortality Resources</u> . Commencing not later than January 1, 2025 and continuing for a period not less than five (5) years after commencement, and subject to Applicable Laws, Developer will dedicate research and direct care resources to address infant/mother mortality issues, and will include a summary of the scope and nature of the infant/mother mortality research and direct care resources in its semi-annual reporting to CRIO required hereunder. Developer will include the methods by which a resident can best access such resources on its Information Website.	X		
18. <u>Implicit Bias Training</u> . As a part of Developer's employee training programs, Developer shall provide its part-time employees and full-time employees at the Project with implicit bias training and/or diversity, equity and inclusion training.	X	X	X
III. Education & Career Opportunities Close to Home			

Developer Community Benefit	HFH	MSU	Pistons
19. <u>Tuition-Free Scholarships.</u> Developer shall make available a total of fifty (50), full-time, four-year, tuition-free scholarships to Michigan State University to qualifying seniors at University Prep and Northwestern High School over a period of ten (10) years commencing within one (1) year of the final approval of the TBP by the Michigan Strategic Fund.		X	
20. <u>College Access Programs and Room and Board Assistance.</u> Commencing in 2024, and continuing for five years, Developer will commit \$450,000 (\$90,000 per year over five years) to establish and support a mentoring program tailored to empower and uplift students aged 13 to 17 within University Prep and Northwestern High Schools to improve access and utilization of the tuition scholarships committed to herein. This program is strategically designed to bridge the educational achievement gap, offer exposure to Michigan's public universities, and establish connections with accomplished professionals. The program aims to address these challenges by providing mentorship, exposure to higher education, and career guidance, with objectives to increase exposure to university programs including STEM and health professions, to reduce dropout rates among participants, instill a sense of pride and aspiration in their educational journey, and connect participants with successful professionals who can serve as role models. In addition, to further improve access to the forgoing scholarships, Developer will offer need-based vouchers up to \$10,000 per matriculated student for their first two years on campus to assist with the costs of room and board, up to a total of \$300,000.		X	
21. <u>Student Scholarship Competition and STEM Events.</u> Developer shall engage with Detroit Public Schools Community District, and University Prep schools to invite participation from high school students at Northwestern High School and University Prep in the Detroit Black History Month Scholarship competition and annual Detroit Pistons STEM and Tech Slam events hosted by the Pistons for so long as Developer hosts such events.			X
22. <u>Trade Apprenticeships.</u> During the Construction Period, Developer shall encourage Developer's trade partners to provide on-the-job training through apprenticeship programs with areas of focus including construction, medical, research and technology jobs.	X	X	X
23. <u>Job Fairs.</u> During the Construction Period, Developer shall host a job fair within the Impact Area twice per year to provide resources and information regarding open construction and permanent jobs within the Future of Health Development. Developer will provide information regarding such job fairs on the Information Website, through its social media and through the e-mail listserv maintained for the Project at least thirty (30) days prior to the date of such job fair.	X	X	X
24. <u>HBCU Pipeline.</u> Developer will participate in job fairs hosted by Historically Black Colleges and Universities ("HBCUs"), and	X	X	X

Developer Community Benefit	HFH	MSU	Pistons
perform other outreach to create a partnership with HBCUs and/or related local alumni associations and/or organizations which advocate for HBCUs in order to create a pipeline of diverse, qualified candidates to healthcare positions within Detroit to help increase the diversity of the workforce in Detroit and in the Future of Health Development.			
25. <u>Nursing Assistant Apprenticeship Program</u> . Commencing not later than January 1, 2025 and continuing for a period of not less than five (5) years after commencement, and subject to Applicable Laws, Developer will operate a Nurse Assistant Apprenticeship Program (or similar program) which provides the opportunity for qualified individuals to enroll in the program on a tuition free basis, where applicable, and upon completion, obtain full-time employment at Henry Ford Health (or another health facility) as a nurse assistant. When positions are available in any such program, Developer will advertise such openings with Wayne County Community College District and Detroit Public Schools Community District and Developer will provide a first-review priority for applications timely received from the Impact Area zip codes, followed by a second-review priority for applications timely received from Detroit residents.	X		
26. <u>Educational Partners and Opportunities</u> . Developer commits to work with Detroit Public Schools Community District, Michigan State University, Wayne County Community College, Henry Ford College, and Wayne State University to provide health, wellness and career pathways and education support, such as internships, mentorship opportunities and college application assistance for students within the Impact Area and the City of Detroit.	X	X	X
27. <u>Medical Assistant Apprenticeship Program</u> . Commencing not later than January 1, 2025 and continuing for a period of not less than five (5) years after commencement, and subject to Applicable Laws, Developer will provide the opportunity for qualified candidates to participate in a one-year HFH medical assistant apprenticeship program (or similar program), which provides paid on-the-job training and classroom learning opportunities. When positions are available in this program, Developer will advertise such openings with Wayne County Community College District and Detroit Public Schools Community District and Developer shall provide a first-review priority for applications timely received from the Impact Area zip codes, followed by a second-review priority for applications timely received from Detroit residents.	X		
28. <u>Marvel in Medicine Program</u> . Commencing not later than January 1, 2025 and continuing for a period of not less than five (5) years after commencement, and in accordance with Applicable Laws, Developer will continue the Marvel in Medicine Program (or similar program) to raise awareness of the multidisciplinary nature of medical research careers, encourage	X		

Developer Community Benefit	HFH	MSU	Pistons
creative thinking, and assist school districts and industry leaders in developing future talent. Through the research completed as part of this program, students will gain a deeper understanding of current healthcare issues and gain important teamwork, communication, and problem-solving skills.			
29. <u>Healthcare Career Pathway Mentoring Program</u> . Commencing not later than January 1, 2025 and continuing for a period of not less than five (5) years after commencement, and in accordance with Applicable Laws, Developer will provide mentoring opportunities for students in the Impact Area and the City of Detroit by exposing those interested students to various healthcare professions through healthcare labs and ongoing mentoring and career coaching designed to increase diversity within the healthcare workforce.	X		
30. <u>Ban-the-Box</u> . So long as the financial incentives available to Developer under the TBP remain available to Developer, except where required by law, Developer will not inquire or consider the criminal convictions of an applicant to be an employee of Developer until after Developer first interviews the applicant.	X	X	X
31. <u>Priority Review of Applications</u> . Commencing not later than January 1, 2025, and continuing for a period of not less than one (1) year after completion of construction of the South Campus, and in accordance with Applicable Laws, and existing labor agreements, Developer will provide a first-review priority for job applicants from the Impact Area zip codes, followed by a second-review priority for Detroit resident applicants, for temporary and permanent non-construction jobs created by the Future of Health Development. Within six (6) months of the Effective Date, Developer shall adopt policies implementing this job review priority, and shall provide a copy of such policy to CRIO.	X	X	X
IV. Community Building			
32. <u>Expanded Hospital and New Research Center Accessibility</u> . During the Construction Period, with respect to the Expanded Hospital and the New Research Center, Developer shall either (i) hire an architect for the project with experience in (x) compliance with the Americans with Disabilities Act (the “ADA”), (y) universal design for persons with disabilities and (z) prevailing best practices for accessibility and visit-ability; (ii) hire a third-party consultant or partner with an individual or organization that specializes in (i)(x)-(i)(z) above, in order to consult on the design of the Expanded Hospital, the New Research Center and related outdoor environments which are a part of the Future of Health Development to make the Future of Health Development accessible and usable by persons with disabilities beyond the minimum requirements imposed by the ADA, including concepts of universal design. Developer shall include a summary of accessibility and universal design features incorporated into the Expanded Hospital and the New Research Center in its next	X	X	

Developer Community Benefit	HFH	MSU	Pistons
semi-annual report to CRIO after commencement of construction of each of the Expanded Hospital and the New Research Center.			
33. <u>Infrastructure Improvements</u> . During the Construction Period and as a part of the Future of Health Development, Developer will construct or cause to be constructed up to fifty-five million dollars (\$55,000,000) worth of on-site and adjacent infrastructure, rights-of-way and utility improvements, including roadway improvements, improved crosswalks, road resurfacing, streetscape improvements, and landscaping, to the extent such improvements are required as the buildings within the Project are built.	X	X	X
34. <u>Virtual Information Website</u> . Commencing within ninety (90) days of the final approval of the TBP by the MSF, Developer will provide electronic updates through its existing website for the Future of Health Development (the “ <u>Information Website</u> ”) concerning (i) affordable housing information and assistance to prospective residents of the Future of Health Development, (ii) information on employment opportunities related to the construction and post-construction operation and management of the Future of Health Development, and (iii) periodic construction updates and major road closures related to the Future of Health Development. The Information Website will include contact information for the Developers to whom any questions, comments or concerns from the community may be directed. The Information Website will remain available to access for the duration of the Construction Period. The foregoing information will also be shared through social media accounts for the Project and through an e-mail list-serve that interested persons can subscribe to through the Information Website.	X	X	X
35. <u>NW Goldberg Hoopfest</u> . Developer shall sponsor the NW Goldberg Hoopfest through annual contributions of \$5,000 for three (3) years, with the first of such contribution to be made within one (1) year of the final approval of the TBP by the MSF.			X
36. <u>Community Space/Programming for Children</u> . Developer shall partner with Brilliant Detroit and/or other qualified non-profit organizations by providing a one-time financial contribution of two hundred thousand dollars (\$200,000) in order to support the rehabilitation and transformation of a home in the Impact Area into a community space with programming for children, with such contribution to be made within one (1) year of the final approval of the TBP by the MSF.			X
37. <u>Pistons Wheelchair Team</u> . Developer shall provide a total financial contribution of seventy-five thousand dollars (\$75,000) over five (5) years (\$15,000 each year) to the Pistons Wheelchair Team, with the first of such contribution to be made within one (1) year of the final approval of the TBP by the MSF.			X
38. <u>MoGo</u> . Developer will continue to work with MoGo to explore locations for bike-share stations and other bike and mobility enhancements in the Impact Area.	X		

Developer Community Benefit	HFH	MSU	Pistons
39. <u>Other Organizational Relationships</u> . During the Construction Period, one or more Developers will continue to explore opportunities to collaborate with local area non-profits, including by way of example, 360 Detroit, Northwest Goldberg Cares, Midnight Golf, Black Leaders Detroit, Black United Fund, Detroit Parent Network and Sobriety House.	X	X	X
40. <u>Community Micro-Grants</u> . Developer shall collectively provide an aggregate amount of three hundred thousand dollars (\$300,000) in microgrants spread over fifteen (15) years for community organizations in NW Goldberg, Elijah McCoy, New Center, New Center Commons, Virginia Park, Virginia Park Community, Piety Hill, LaSalle Gardens and Tech Town beginning no later than ninety (90) days following the start of construction of the first residential housing project. A panel of community members representing each census tract will have the ability to nominate organizations for consideration and the funds shall be granted by Developer in consultation with Central Detroit Christian or another mutually agreed third party.			X
41. <u>Community Event Sponsorship</u> . Commencing not later than January 1, 2025, and continuing for a period not less than fifteen (15) years after commencement, Developer shall collectively sponsor or support a total of ten (10) community events each year hosted by organizations headquartered in neighborhoods within and surrounding the Impact Area such as: NW Goldberg, Elijah McCoy, New Center, New Center Commons, Virginia Park, Virginia Park Community, Piety Hill, LaSalle Gardens and Tech Town. Developer's sponsorship or support of such community events is contingent upon Developer receiving such requests from the community organizations in a reasonable time for Developer to commit to such sponsorship or support thereof and provided that such sponsorship or support is permitted by Applicable Laws.	X	X	X
42. <u>Small Business Plan</u> . Within six (6) months of the Effective Date, Developer shall individually or collectively create a plan ("Small Business Plan") to promote local, Impact Area businesses to visitors, patients, contractors, residents and employees of the Future of Health Development; to the extent permitted by Applicable Law. The Small Business Plan shall include Developer strategies to support existing or planned outdoor community events taking place in the Impact Area, which focus on creating awareness for such small businesses. In connection with such Small Business Plan, (a) Developer shall prioritize the use of local small businesses for Developer's needs throughout the Construction Period and (b) Developer shall select at least one (1) small business in the Impact Area and feature such small business's products in its giftshop and/or store, if applicable, throughout the Construction Period.	X	X	X
43. <u>Security</u> . Developer shall individually or collectively install security cameras and blue light phones (or other security	X	X	X

Developer Community Benefit	HFH	MSU	Pistons
mechanisms) throughout the Future of Health Development, consistent with the overall design and site plan for the Future of Health Development.			
44. <u>Environmental Design</u> . Developer shall make reasonable efforts to meet or exceed industry-specific LEED standards applicable to each project at the time each project within the Future of Health Development is designed; provided that nothing contained herein shall obligate Developer to pursue any official LEED or other environmental certification. Developer shall deliver a report to CRIO describing Developer's compliance with applicable industry LEED standards within ninety (90) days of receipt of a certificate of occupancy for each applicable project.	X	X	X
45. <u>Storm Water Management</u> . Developer shall make reasonable efforts to incorporate underground storage, detention and environmentally conscious stormwater mitigation and management designs into the site plans of the Future of Health Development. Developer shall include a summary of the stormwater management features incorporated into each building of the Project in its next semi-annual report to CRIO after commencement of construction of each such building.	X	X	X
46. <u>Construction Parking</u> . During the Construction Period, Developer shall seek to address the parking needs of neighborhood residents and the Future of Health Development by (i) accelerating the planned 2029 commencement of the construction of the new South Campus 1,500 space parking garage by three years, which shall be designed to include use for contractor parking, or (ii) designating a surface parking lot for use for contractor parking.	X		
47. <u>Traffic Routing and Planning</u> . Developer shall commission a traffic study to determine the traffic impacts of the Future of Health Development on the impact area during the Construction Period and after completion of the Future of Health Development and to design solutions to traffic concerns within the impact area. Developer shall also use the results of the traffic study, in partnership with the City of Detroit and other applicable public partners, to inform the overall site master planning of the Future of Health Development and to advocate for roadway and other improvements from the public partners. Developer shall share the results of the traffic study with the Detroit Planning and Development Department.	X	X	X
48. <u>Environmental Mitigation</u> . Prior to any building demolition, Developer will engage with a third-party company to provide an environmental assessment on the building and will pursue clearance from such company that the applicable building is safe to demolish before any demolition begins. Developer will also engage with a third-party company to monitor air quality and vibration monitoring throughout the demolition process and shall make reasonable efforts to reduce airborne particles, noise and vibration during demolition. Where possible, Developer shall	X		

Developer Community Benefit	HFH	MSU	Pistons
make reasonable efforts to direct contractors to use noise mitigating scrubbers on construction equipment.			
49. <u>Fairbanks School Development Plan</u> . Within twelve (12) months of the final approval of the TBP, Developer shall make reasonable efforts and shall use feedback and input from the Henry Ford Health Community Advisory Council and the community through a public community meeting of which prior notice will be provided to community members living near Fairbanks School, to pursue a viable redevelopment plan for Fairbanks School that is consistent with the 5 pillars identified in the Future of Health CBO process: Housing, Finest Healthcare, Careers, Education, Community Building.	X		
50. <u>Community Land Trust</u> . Developers will assist the community and community-based organizations to create a new Community Land Trust (“CLT”) for the impact area and surrounding neighborhoods with the purpose of generating long-term affordable housing in and around the Impact area. Within sixty (60) days of the effective date of this Agreement, Developers will contribute \$250,000 to a qualified community-based nonprofit organization, to be selected by Developers in consultation with the Detroit Justice Center, that has worked within the impact area prior to this Agreement’s effective date. Provided that the CLT has been duly organized as an independent non-profit legal entity and created a viable development plan by December 31, 2025, Developer will (1) contribute ten (10) standard size residential lots (or the equivalent thereof) to the CLT, with reasonable efforts made to contribute lots that are as contiguous; and (2) donate \$500,000 to the CLT to fund construction of affordable housing.	X		
51. <u>Greenspace</u> . As to be reflected in the final design and site plans for construction of the Expanded Hospital, Developer shall create up to approximately five (5) acres of greenspace near the Expanded Hospital, which, except for special/private events, shall be free and open to the public.	X		
52. <u>Bird Friendly Glass</u> . Developer, through its architect and other applicable consultants, shall make reasonable efforts to design and construct the Expanded Hospital using bird-friendly glass and design.	X		
53. <u>Light Pollution</u> . Developer, through its architect and other applicable consultants, shall make reasonable efforts to mitigate the amount of light pollution created by the Expanded Hospital by using directional lighting sources, appropriate backlighting and lighting fixtures that reduce the amount of light thrown into adjacent properties.	X		
54. <u>Business Spend</u> . Developer shall make reasonable efforts to procure, or cause to be procured, thirty percent (30%) of the total development costs of the Project from Detroit-Based Businesses, Detroit-Based Small Businesses, Detroit Headquartered Businesses and Detroit-Resident Businesses, each of the	X	X	X

Developer Community Benefit	HFH	MSU	Pistons
foregoing capitalized terms having the same definition as in Chapter 23 of the 2019 Detroit City Code and being certified by CRIO. Developer shall, to the extent permitted by Applicable Law, have a target to procure, or cause to be procured, at least one hundred million dollars (\$100,000,000) of goods and services from disadvantaged businesses and women-owned businesses.			
55. <u>Executive Order Compliance.</u> Developers shall comply with Executive Order 2021-2 to the extent that the buildings being constructed as part of the Future of Health Development are “publicly funded construction projects” as defined by Executive Order 2021-2. Any contributions owed by Developers in connection with Executive Order 2021-2 shall be calculated using the methodology employed by CRIO as incorporated in CRIO’s reporting form as of December 31, 2023. If Executive Order 2021-2 or the methodology used by CRIO to calculate contributions thereunder is amended or superseded and the application of such would result in lower contributions by Developers, then those subsequent revisions or methodologies shall be applied to the Project. Notwithstanding that the proposed developments which are part of the South Campus are not “publicly funded construction projects” as defined by Executive Order 2021-2, HFH voluntarily agrees to meet the Workforce Target of Executive Order 2021-2 for the Future of Health Development or alternatively make a monetary contribution of the same amount that would be required if Executive Order 2021-2 fully applied to the South Campus. The City Administration and Developer may enter into a mutually agreed upon compliance agreement with respect to the Executive Order 2021-2 but in any event HFH and only HFH may offset any monetary contributions by the cost of any public infrastructure improvements performed by Developer outlined in Item IV(33) of this Exhibit A.	X	X	X

EXHIBIT B

CITY COMMUNITY BENEFITS

1. Clearing and Improving Alleys. By December 31, 2024, the City, through its General Services Department, will perform alley clean up to clear legacy overgrowth and debris from existing public alleys in the Impact Area (which have not been vacated), including from all eight (8) alleys in the Impact Area which were not previously cleared by the City in 2021.
2. Renovation of Joseph Walker Williams Recreation Center. The City has approved and will perform renovations valued at approximately one million three hundred thousand dollars (\$1,300,000) to the Joseph Walker Williams Recreation Center and Park to make entryway improvements, various interior improvements, gymnasium improvements, parking repairs, and electrical and mechanical upgrades to the recreation center and upgraded playground and fitness equipment at the park within two (2) years from the date of this agreement.
3. Additional Programming at the Joseph Walker Williams Recreation Center. The City, through its General Services Department, will provide programming valued at not less than one hundred thousand dollars (\$100,000) per year on programming at the Joseph Walker Williams Recreation Center over the next ten (10) years. The City will perform surveys at least annually to gather community input on programming needs of residents and design programming to be responsive to resident needs.
4. Creation of Additional Greenspace and Community Engagement. The City, through its General Services Department, will host at least two community listening sessions about desired greenspace improvements in the Impact Area by December 31, 2024. The City is currently working to acquire land at the north-east corner of W. Grand Boulevard and Rosa Parks Boulevard for a public park. The improvements and programming at such park will be designed to address the desires of the community solicited in such listening sessions.
5. Emergency Contact to Improve Safety. The City will request that the Downtown Detroit Partnership install an informational kiosk with a dedicated police call button in the Impact Area, with the exact location to be identified following community engagement by the Department of Neighborhoods.
6. Improving Viaducts. The City, through its Department of Public Works, will repair, repave, and resurface broken public sidewalks at the Second and Third Street viaducts. The City will request and encourage property owners adjacent to Second and Third Street to repair structural conditions of the railroad bridge and retaining walls.
7. Rerouting Busses around Construction. The City, through its Department of Transportation, will re-route busses as needed to ensure consistent service around the

proposed construction for the Future of Health Development. All reroute information will be posted on DDOT's website. Reroute information will also be communicated in response to customer inquiries through the Customer Services Center.

8. Improve Bus Stops. The City, through its Department of Transportation, will identify two (2) bus stops along Grand Boulevard near the proposed Future of Health Development for inclusion in future procurements for new or replacement bus shelters. Any future shelter construction would be incorporated into a regular DDOT shelter procurement, coinciding with or subsequent to completion of the Expanded Hospital, subject to obtaining all necessary state and federal approvals, and subject to the cooperation of the Developer in restoring the prospective sites to DDOT/ADA specifications when construction in the right-of-way is complete. Residents are encouraged to report any concerns regarding bus station cleanliness or repair through the "Improve Detroit App". DDOT recently added a "Bus Shelter" category to help expedite maintenance and repair of bus shelters when issues arise.
9. Small Business Support. The City shall direct the Detroit Economic Growth Corporation, for a period of not less than five (5) years from the Effective Date, to support small businesses located within or attempting entrance into the Impact Area (i) by providing technical assistance through the by District Business Liaisons and the Motor City Match program, including quarterly workshops focused on retail and restaurants to highlight best practices, address regulatory challenges, and help program participants access funding as well as technical assistance awards, (ii) by providing, through Motor City Match, awards of at least \$250,000 to new and existing businesses in the impact area, and (iii) designating a real estate manager at the DEGC to support small and emerging real estate developers to develop and rehabilitate commercial and mixed use projects in the Impact Area and serve as a central point of contact for facilitating introductions to real estate financing sources and providing tools and strategies for development within the Impact Area.