

Bernard J. Youngblood
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DEVELOPMENT AGREEMENT

TO ACQUIRE AND DEVELOP LAND

BY AND AMONG

19 ASSOCIATES LLC

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

AND

CITY OF DETROIT

THIS AGREEMENT (referred to herein as this "Agreement") is entered into as of the 24th day of March, 2023 (the "Effective Date"), by and between the City of Detroit, a Michigan public body corporate (the "City"), acting through its Planning & Development Department ("PDD"), whose address is 2 Woodward Ave., Suite 808, Detroit, Michigan 48226, the Detroit Regional Convention Facility Authority (the "DRCFA" or "Developer"), whose address is 1 Washington Blvd., Detroit, Michigan, 48226, and 19 Associates LLC, a Michigan limited liability company, and its successors and assigns (collectively, "JLA Owner"), whose address is 333 West Fort Street, Suite 1350, Detroit, Michigan 48226. The City, JLA Owner and Developer are sometimes referred to in this Agreement as a "Party" and, collectively, as the "Parties".

Recitals:

A. The Parties mutually desire to promote economic growth in the City and pursuant to that goal the City and DRCFA wish to implement a significant enhancement of the Huntington Place Conference Center ("Conference Center"), to enlarge, and improve access to such facility ("Conference Center Expansion"), and to extend and reconnect Second Avenue from Congress Street to Civic Center Drive.

JLA Owner owns a portion of the former Joe Louis Arena site ("JLA Parcel") comprising approximately 4.43 acres of land adjoining the Conference Center.

The City and DRCFA have requested that JLA Owner contribute, for the consideration of \$1.00 approximately 1.922 acres from its JLA Parcel that adjoins the Conference Center to be utilized for the Conference Center Expansion, and to extend Second Avenue as a private road so as to adjoin the Conference Center. JLA Owner's contribution will specifically be composed of 0.723 acres for Second Avenue (the "Second Avenue Parcel") and 1.199 acres

for the Conference Center Expansion (the "Conference Center Expansion Parcel" as described on **Exhibit A**).

JLA Owner has agreed to participate with the City and DRCFA in the Conference Center Expansion, and to forego its development of such contributed portions of the JLA Parcel, as hereinafter provided.

B. In consideration of the Parties', mutual desire to promote economic growth in the City (the "Arrangement"), JLA Owner has agreed to convey to the City fee title to the Second Avenue Parcel and the Conference Center Expansion Parcel (sometimes collectively referred to as the "Property"). As used herein, the term "Property" shall be deemed to include: all rights, title, and interest in the land depicted on the attached Exhibit A, subject to (i) additions and modifications as reasonably requested by JLA Owner (but inclusive of all air rights appertaining thereto, if any); (ii) the City's and/or Developer's interests, if any, in easements located on the Property or appurtenant thereto, now existing; (iii) JLA Owner's interest, in the use and benefit of all easements located on the Property or appurtenant thereto now existing or hereafter granted or reserved as hereinafter provided whether or not of record; and (iv) JLA Owner's interest in and development rights under all authorizations, permits and approvals with respect to the use and development of the Property.

C. The City has agreed to assist the Developer in obtaining all required consents, permits and licenses. In addition, the City will implement the required lot split to create the Conference Center Expansion Parcel and the Second Avenue Parcel, and will provide such other approvals and authorizations necessary for purposes of developing the Property upon the terms and conditions set forth herein (all such assistance is referred to as "City Assistance"). City Assistance is in every instance expressly subject to all applicable laws.

D. Developer shall develop such Property in accordance with the terms and provisions of this Agreement.

Accordingly, the Parties agree that the foregoing recitals are incorporated by reference, and made part of this Agreement, and as follows:

Section 1. DEVELOPMENT

(A) Development Proposal

(1) Conference Center Expansion:

- (a) Simultaneously with the execution of this Agreement, JLA Owner shall deed to the City for \$1.00 of consideration the Conference Center Expansion Parcel; and in connection therewith, the City and the Developer, shall incorporate the Conference Center Expansion Parcel into their current lease for the use and occupancy of the Conference Center, originally dated September 15, 2009, as amended from time to time, and commonly referred to as the "Conference Center Lease". The sole purpose of the conveyance of the Conference Center Expansion Parcel to the City is and shall be to commit and enable the Developer to construct the Conference Center Expansion at its sole cost, substantially as depicted in **Exhibit B** hereto. Developer shall promptly share with JLA Owner all renderings, plans and

specifications for the Conference Center Expansion as the same are developed and become available for approval (the "CCE Approved Development Proposal"). The CCE Approved Development Proposal shall include the construction, at the sole cost of the Developer, of an at grade level, enclosed, climate-controlled walkway from the Conference Center to the JLA Owner's retained portion of the JLA Parcel (which is depicted on **Exhibit C**).

- (b) Developer shall commence construction of the Conference Center Expansion as soon as practicably possible in order to allow for the timely completion of the project. Once construction begins, Developer shall thereafter diligently pursue completion of the same in order to complete the construction and the opening to the public of the Conference Center Expansion no later than January 1, 2026 (the "Conference Center Expansion Completion Deadline").
 - (c) In the event JLA Owner (or any of its successors and assigns) at any time after Closing (hereinafter defined) constructs a hotel on its retained portion of the JLA Parcel, Developer shall equally share with JLA Owner the cost of a glass sky bridge designed (including location) by JLA Owner, and shall permit its installation connecting such hotel directly to the Conference Center substantially as depicted on **Exhibit D** (the "Sky Bridge"). Any modifications to the Conference Center and related costs required to accommodate and maintain the connection of the Sky Bridge to the Conference Center shall be solely the responsibility of the Developer; and the Developer and JLA Owner shall equally share all costs to operate, maintain, and repair the Sky Bridge. The Developer's portion of the cost of such a glass Sky Bridge shall be paid by Developer *pari passu* with JLA Owner's payments of its portion of the cost the Sky Bridge, and within 30 days after receipt of an invoice therefor from JLA Owner. Developer shall permit pedestrian access via the Sky Bridge to the Conference Center 24 hours a day, 7 days a week.
 - (d) Developer represents to JLA Owner that it has in place all the funding necessary, without the further approval of any governmental body, authority or administration, political or otherwise, to perform all of its obligations pertaining to the Conference Center Expansion.
 - (e) The Conference Center Expansion and the Second Avenue Extension are sometimes hereinafter collectively referred to as the "Development".
- (2) Reinstatement And Connection Of Second Avenue Between Congress Street And Civic Center Drive:
- (a) Simultaneously with the execution of this Agreement, JLA Owner shall deed to the City for \$1.00 of consideration the Second Avenue Parcel, and in connection therewith, the City and the Developer, shall incorporate the Second Avenue Parcel into the Conference Center Lease. The sole purpose of the conveyance of the Second Avenue Parcel to the City is and shall be to enable Developer to construct and maintain as a private road an extension of Second Avenue from Congress Street

to Civic Center Drive directly adjoining the Conference Center (as expanded pursuant to the Conference Center Expansion) and the JLA Parcel, at its sole cost, substantially as depicted in Exhibit B hereto (the "Second Avenue Extension").

- (b) The Parties acknowledge and agree that (i) the Developer shall have exclusive authority to construct the Second Avenue Extension as specified in this Agreement, (ii) the City shall cooperate with Developer and shall provide its City Assistance to Developer to facilitate the expeditious completion of the Second Avenue Extension, (iii) the City shall rezone the Property as required for its development (such as PCA/Public Center Adjacent District and/or PC/Public Center District), (iv) the City and JLA Owner shall, with surveys and other documents as may be necessary paid for and provided by the Developer or JLA Owner, apply for a lot split to establish the Property as a separate tax parcel from the remaining portion of the JLA Parcel, such application to be made within 30 days of Closing or as soon thereafter as is reasonably possible-, (v) the Second Avenue Extension to be built on the Second Avenue Parcel shall result in a private road with a right-of-way not to exceed 60 feet in total width, (vi) the Second Avenue Extension shall include a public access easement upon terms and conditions mutually satisfactory among the Parties and substantially similar to the form attached hereto as **Exhibit E**, as well as such enhancements requested by JLA Owner from time to time, and (vii) upon completion of the Second Avenue Extension, such new private roadway shall be maintained, repaired, and replaced as necessary by the Developer to at least the same standards as if such roadway was publicly dedicated to and accepted by the City, and to otherwise ensure that such private roadway is maintained in a first-class condition, open 24 hours a day, seven days a week, and shall at all times be kept open for public pedestrian and vehicular access, and such access shall not be suspended for any reason without prior notice, and prior written approval by JLA Owner and the City.
- (c) The Second Avenue Extension shall include direct pedestrian and vehicular access to and from both JLA Owner's retained portion of the JLA Parcel and the Conference Center (as expanded) in a manner appropriate and necessary to support development of both such parcels, including, without limitation, (i) a stairway to be built from the Second Avenue Parcel to grade level on the JLA Owner's retained portion of the JLA Parcel as depicted on Exhibit C, and (ii) shall maintain ADA accessible compliant slopes from Civic Center Drive to Congress Street. Subject to site plan approval and approval by the City's Department of Public Works, the road corridor shall be developed with a slope of 4.9% or less over 190 linear feet with a starting elevation of +/-99.50 and not to exceed an elevation of +/- 109.00. Retaining walls to accomplish the grade change shall be attractive and placed entirely within the Second Avenue Extension right-of-way. The design of the Second Avenue Extension shall be subject to JLA Owner's review, comment and approval, which approval shall be required prior to the commencement of any construction of the Second Avenue Extension ("SAE Approved Development Proposal").

- (d) Developer shall commence construction of the of the Second Avenue Extension no later than June 30, 2023 (the “Second Avenue Commencement Deadline”). For the purposes of this provision, commencement of construction shall mean the actual physical initial clearing and land balancing necessary to construct the Second Avenue Extension. Once construction begins, Developer shall diligently, using its best good faith efforts, pursue completion of the same in order to complete construction of Second Avenue Extension such that it shall be fully completed, open and accessible to all pedestrian and vehicular traffic no later than June 30, 2025 (the “Second Avenue Extension Completion Deadline”). Developer may not employ the Second Avenue Parcel for any other purpose other than its completion (and maintenance obligations) of the Second Avenue Extension, and may not at any time employ the Second Avenue Parcel for construction staging, or for any other purpose other than its intended use as public roadway, providing pedestrian and vehicular access.
- (e) Developer represents to JLA Owner that it has in place all the funding necessary, without the further approval of any governmental body, authority or administration, political or otherwise, to perform all of its obligations pertaining to the Second Avenue Extension. Developer shall best employ its good faith efforts to expedite the completion of the Second Avenue Extension as soon as possible, and shall prioritize such completion over its development and completion of the Conferenced Center Expansion.

(3) Conference Center Lease Amendment:

Simultaneously upon the delivery of the above-referenced deeds to the City, the Conference Center Lease shall be amended in a form substantially similar to the form attached hereto as **Exhibit F** (“Lease Amendment”) to include the Conference Center Expansion Parcel and the Second Avenue Parcel as part of the Premises as defined in the Conference Center Lease. Furthermore, the City hereby acknowledges and agrees that any and all subsequent leases, and/or other occupancy agreements pertaining to the operation of the Conference Center shall at all times include all of Developer’s obligations under this Agreement; and if for any reason no such agreement pertaining to the operation of the Conference Center is operative, all such obligations shall be the responsibility of the City.

(4) Parking Spaces:

Commencing January 1, 2026, Developer will provide JLA Owner with One Thousand (1,000) parking spaces (such parking spaces to be those physically closest to JLA Owner’s retained portion of the JLA Parcel) within the Conference Center pursuant to a 99-year lease to be prepared by JLA Owner in collaboration with Developer and City (the “Parking Lease”). The Parking Lease shall provide, among other things, that (i) such spaces shall be available 24 hours a day and 365 days a year, (ii) JLA Owner, and its successors and assigns may, at its sole expense, engage parking operators and attendants to operate and supervise its operation of the Parking Lease, and (iii) JLA Owner, and its successors and assigns, may freely assign, sublease, license, and otherwise permit such parking spaces to be

employed for use by any third-party as may be designated by JLA Owner, and its successors and assigns, from time to time. For the initial ten (10) year period of the Parking Lease the parking spaces shall be entirely free of charge to JLA Owner. Thereafter, JLA Owner shall pay to Developer (or City or its affiliated entities as the case may be) the proportionate amount of operating costs allocated to such parking spaces, but in no event shall such operating costs payable by JLA Owner exceed \$500.00 per space per year. Developer has represented to JLA Owner that the current operating expense allocated to each such parking space is as of Closing \$380.00 per year. The Parties agree that the Parking Lease shall be executed no later than six (6) months following Closing along with a Memorandum of Parking Lease suitable for public recording purposes. This provision, along with this entire Agreement, shall survive Closing. The Parking Lease shall survive any default by the City and/or Developer under this Agreement and any reverter of interest in the Property back to JLA Owner as set forth in this Agreement. The Parking Lease shall survive the termination or expiration of the Conference Center Lease, and shall remain in full force and effect and shall continue for the balance of the 99-year Parking Lease term after any such event of termination or expiration.

(5) Reduced Development Opportunities/Right of Reverter:

The City and Developer acknowledge and agree that JLA Owner's conveyance, as set forth in this Agreement, to the City of the Property constituting 45% of its JLA Parcel, for \$1.00 in consideration, substantially reduces JLA Owner's opportunity to develop the JLA Parcel to its full potential. Accordingly, should the Conference Center Expansion and/or the Second Avenue Extension not be commenced, diligently pursued and completed in accordance with the Milestones (hereinafter defined), or if at any time either the Conference Center Expansion Parcel or the Second Avenue parcel are no longer employed exclusively for such purposes, or maintained as specified herein (the "Use Reverter"), then JLA Owner shall have the right, in its sole discretion, to regain ownership of the Property as set forth in this Agreement and as set forth in the QC Deeds (hereinafter defined) with the right to re-enter and take immediate possession of the Property.

(B) The Property

- (1) Title and Survey. JLA Owner has previously delivered to City and Developer a title commitment and ALTA survey for the Property (the "Title Commitment and Survey") and copies of each of the title exceptions referenced in the Title Commitment and Survey. JLA Owner shall cause to be cured, removed or bonded over (i) mechanics' liens pertaining to JLA Owner; (ii) judgment liens against JLA Owner, and (iii) delinquent taxes and assessments. For avoidance of doubt, the JLA Owner shall not be obligated to cure, remove or bond over any other matters of Title Commitment and Survey. The title company ("Title Company") shall be ATA National Title Group/Seaver Title Agency or another title company as selected by JLA Owner.
- (2) "As-Is" Condition of Property. JLA Owner makes no implied or express representations or warranties of any kind as to any condition that may adversely affect the Development, or, its fitness for absolutely any purpose whatsoever. Upon Closing, City and Developer will be deemed to have acknowledged that each is satisfied with all aspects of the condition of

the Property, and each shall be deemed to have waived any right to object to the status of title or to the condition of the Property.

- (3) **Release of JLA Owner from Liability.** Upon Closing, City and Developer shall release JLA Owner and its officials, employees, and agents from any and all claims or causes of action the City and/or Developer may have against JLA Owner for any liability, injury or loss as a result of any physical defects in or physical conditions of the Property, including but not limited to any surface, subsurface, latent, patent, and/or environmental conditions whether naturally occurring or by action of any party. The City and Developer acknowledge and agree that the City was the prior owner of the Property for approximately 40 years and, as the prior owner is very familiar with it and all of its attributes.

(C) Brokerage and Finder's Fees and Commission

The Parties each represent and warrant to the others that it has not engaged or otherwise dealt with any brokers entitled to any commissions, fees, judgments, or expenses in connection with this Agreement. Developer, to the maximum extent permitted by law, will defend and indemnify JLA Owner and hold it harmless with respect to any commissions, fees, judgments, or expenses of any nature and kind that JLA Owner may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents claiming by, through or under the City and/or Developer incident to this Agreement and the transaction contemplated hereby or any litigation or similar proceeding arising therefrom unless JLA Owner has a written agreement with such broker, finder or agent providing for such payment in which case JLA Owner shall be responsible for such broker, finder or agents' commissions, fees, judgments or expenses. JLA Owner will defend and indemnify City and/or Developer and hold City and Developer harmless with respect to any commissions, fees, judgments, or expenses of any nature and kind that the City and/or Developer may become liable to pay by reason of any claims by or on behalf of brokers, finders or agents claiming by, through or under JLA Owner incident to this Agreement and the transaction contemplated hereby or any litigation or similar proceeding arising therefrom unless the City and/or Developer has a written agreement with such broker, finder or agent providing for such payment in which case the City and/or Developer shall be responsible for such broker, finder or agents' commissions, fees, judgments or expenses.

(D) Taxes and Assessments

All taxes and assessments that are due and payable upon the Property or part thereof prior to the date of Closing, shall be paid by the JLA Owner on or prior to the Closing Date based upon the portion of the relevant acreage that the Property bears to the total acreage of the JLA Parcel. From and after Closing, Developer shall be solely responsible for all taxes, liens, and assessments that become due and payable for the period after the Closing against the Property it acquires hereunder or any part thereof, whenever assessed, levied, or due.

Section 3. CLOSING

(A) Closing shall be simultaneous with the execution of this Agreement, at which time (i) JLA Owner shall convey the Property to the City (the "Closing") by quit claim deeds consistent with the terms and conditions of this Agreement and substantially similar in the form of the deeds set forth in **Exhibit G** (the "QC Deeds") using legal descriptions provided by JLA Owner as confirmed by the Title Commitment and Survey, and (ii) the City and Developer shall enter into the Lease Amendment. The Parties agree and acknowledge that the sole and exclusive consideration for

conveyance of the Property hereunder is deemed to be the Arrangement, the sufficiency of which is hereby acknowledged.

(B) Conditions to Closing. JLA Owner's obligation to proceed with the Closing is conditioned on the fulfillment by City and Developer of each of the following conditions precedent:

(a) Resolution of City's and Developer's Authority. City and Developer shall have furnished to JLA Owner a certified copy of a resolution in form and substance reasonably acceptable to JLA Owner and the Title Company, duly authorizing their respective execution, delivery and performance of this Agreement and all other documents and actions contemplated hereunder.

(b) Payment of Closing Costs. Developer shall have tendered payment of the closing costs payable by City and Developer, which shall include all title charges, escrow, closing and recording fees associated with any conveyance hereunder except those costs expressly allocated to JLA Owner hereunder. The Developer shall pay all closing costs in connection with transfer of the Property at Closing to the extent such costs are expressly allocated to sellers of real property in Detroit, Michigan pursuant to applicable law. Each Party shall bear the cost of its own legal fees and expenses in connection with this Agreement.

(C) Delivery of Deeds and Possession. JLA Owner will deliver to Title Company for recording at Closing the QC Deeds with respect to the Property and possession thereof to the City.

(D) Recording. Provided that City and Developer has complied with all their respective obligations specified in this Agreement, the QC Deeds shall be delivered by the Title Company at the Closing for prompt recordation by the Title Company with the Register of Deeds of Wayne County, Michigan. Developer shall pay at Closing all costs for recording the QC Deeds. The Parties shall also execute and deliver a Memorandum of Development Agreement for public recordation purposes.

Section 4: NOTICES

All notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "Notice") required, permitted, or desired to be given hereunder to any Party shall be in writing and either (a) hand delivered, (b) sent by registered or certified mail, postage prepaid, return receipt requested, (c) sent by electronic/email transmission, provided notice is also delivered by one of the other means described in this Section within one Business Day thereafter (the term "Business Day" means every day other than Saturdays, Sundays, or other holidays on which banking institutions in the state in which the Property is located are closed), or (d) sent by reputable overnight prepaid courier, addressed to the Party to be so notified at its address set forth below, or to such other address as such Party may hereafter specify in accordance with the provisions of this Section. Any Notice shall be deemed to have been effectively given and received: (i) in the case of hand delivery, at the time of delivery if delivered prior to 5:00 P.M. Detroit time on a Business Day (or if delivered after 5:00 P.M. or on a day other than a Business Day, then the next succeeding Business Day); (ii) in the case of registered or certified mail, three (3) Business Days from transmittal; (iii) in the case of reputable overnight prepaid courier, one (1) Business Day subsequent to transmittal; or (iv) in the case of electronic/email transmission, upon confirmation that receipt of such transmission was received, provided receipt of such transmission is confirmed prior to 5:00 P.M. Detroit time on the Business Day on which such confirmation is received (or if confirmed after 5:00 P.M. or on a day other than

a Business Day, then the succeeding next Business Day), in each case addressed to the respective Party as follows:

If to Developer: Patrick Bero
C.E.O and C.F.O.
Detroit Regional Convention Facility Authority
One Washington Avenue
Detroit, MI 48226
PBero@DRCFA.org

With a copy to (which copy shall not constitute notice):

Ebony L. Duff, Esq.
Garan Lucow Miller P.C.
1155 Brewery Park, Suite 200
Detroit, MI 48207
eduff@garanlucow.com

If to the City: Director
Planning & Development Department
2 Woodward Ave., Ste 808
Detroit, Michigan 48226

With a copy to (which copy shall not constitute notice):

Corporation Counsel
City of Detroit Law Department
2 Woodward Avenue, Suite 810
Detroit, MI 48226

If to JLA Owner: 19 Associates LLC
333 West Fort Street, Suite 1350
Detroit, MI 48226
Attention: Elie Torgow
eliet@sgdetroit.com

With a copy to (which copy shall not constitute notice):

James S. Fontichiaro, Esq.
Barris, Sott, Denn & Driker, PLLC
333 West Fort Street, Suite 1200
Detroit, MI 48226
jfontichiaro@bsdd.com

And Eli Halpern, Esq.
Law Offices of Eli Halpern, PLLC
333 West Fort Street, Suite 1350
Detroit, MI 48226
Eli@halpernpllc.com

Any Party may notify any other Party of any changes to the address or any of the other details for Notice to such Party specified above; provided, however, that no such change shall be effective earlier than the date such Notice is received or deemed to have been received in accordance with this Section.

Section 5: COVENANTS

(A) **Developer.** Developer covenants for itself and its successors and every successor in interest to the Property, that from and after Closing on the Property, Developer and its successors shall develop such Property only to and in accordance with the CCE Approved Development Proposal and the SAE Approved Development Proposal and otherwise pursuant to the terms and conditions of this Agreement, unless otherwise agreed in writing by JLA Owner. As to the Conference Center Expansion, the Developer, upon commencement of construction, shall diligently prosecute such development on the Property to completion in material conformance with the CCE Approved Development Proposal. The Conference Center Expansion shall be completed by the Conference Center Expansion Completion Deadline. As to the Second Avenue Extension Developer shall commence construction by the Second Avenue Extension Construction Commencement Deadline and shall diligently prosecute such development on the Property to completion in material conformance with the SAE Approved Development Proposal. the Second Avenue Extension shall be completed by the Second Avenue Extension Completion Deadline.

(B) **Commencement of Construction.** For purposes of this Agreement, commencement of construction of the Conference Center Expansion on the Property shall be deemed to have occurred when the Developer shall have commenced site preparation work or that Project on the Property, which site preparation work may include renovation or demolition of existing structures located on the Property by the Developer, as applicable.

(C) **JLA Owner Easements.** City and Developer agree to permit JLA Owner or its designee to encumber that portion of the Property, as necessary and at JLA Owner's sole cost and expense, with an easement upon terms and conditions determined by JLA Owner in its reasonable discretion, for the purpose of (i) constructing the Sky Bridge and related improvements and (ii) connecting any development on JLA Owner's retained portion of the JLA Parcel directly to the Second Avenue Extension as reasonably required by JLA Owner, including, without limitation, public access and public utility easements. In the event the easements contemplated above are not placed of record prior to Closing, the City and Developer (including any successors or assigns thereof) shall permit such easements to be placed of record following Closing at JLA Owner's sole cost and expense, free of charge and each shall execute the same promptly as necessary. For avoidance of doubt, and in the interest of clarity, the easements described in this Agreement shall be at the discretion of JLA Owner, at JLA Owner's sole cost and expense, and shall run with the land, and any Mortgagee of the Property shall consent to and subordinate its mortgage to such easements.

(D) **Estate Conveyed.** Notwithstanding anything contained in this Agreement to the contrary, the estate conveyed by QC Deeds shall be deemed to be a determinable fee and only upon the timely satisfaction of all of the Milestones (hereinafter defined) will the possibility of reverter as to the Milestones (hereinafter defined), but not as to the Use Reverter retained by the JLA Owner, automatically expire as to the Property.

(E) **City and Developer.** The City a represents to JLA Owner that, as of the Closing Date, the City will have the right, power and authority to (i) accept the conveyance of the Property, and

(ii) otherwise perform its obligations specified in this Agreement in the manner provided for in this Agreement. Developer represents to JLA Owner that, as of the Closing Date, it will have the right, power, and authority to (i) accept the conveyance of the Property, (ii) enter into the Parking Lease to JLA Owner, and (iii) otherwise perform all of their respective obligations specified in this Agreement in the manner provided for in this Agreement and shall provide JLA Owner with documentation of the same.

(F) Land Use Covenants/Use Reverter. Developer acknowledges and agrees that the purpose for the conveyances of the Property is in furtherance of a public-private arrangement for the Conference Center Expansion and the Second Avenue Extension within the meaning of Section 5(i) of the Regional Convention Facility Authority Act, Public Act 554 of 2008, as amended. The respective QC Deeds shall, among other things, contain an automatic right of reverter (previously described as the Use Reverter) such that in the event at any time in the future the Conference Center Expansion Parcel or Second Avenue Parcel are no longer utilized for their intended purpose, then the ownership of the land comprising such parcel or parcels shall revert to JLA Owner.

Section 6: REMEDIES

(A) JLA Owner's Remedy of Reverter and Other Remedies.

(1) **Event of Default.** If Developer fails to timely achieve the Milestones (hereinafter defined) such event shall be deemed to constitute an "**Event of Default**". If Developer and/or City breach any other covenant set forth in this Agreement and fail to cure such breach within thirty (30) days after written demand by JLA Owner, such an event shall also be deemed to constitute an Event of Default provided, however, that if the nature of such breach reasonably requires more than the thirty (30) day cure period for its cure, then Developer and/or City shall be entitled to an additional cure period not to exceed ninety (90) days following JLA Owners initial written demand to cure such breach; and if such breach is not cured with such ninety (90) day period, such breach shall constitute an Event of Default, and JLA Owner shall be entitled to exercise all available remedies provided herein for such Event of Default. For the sake of clarity and the avoidance of doubt, Developer shall not be entitled to any notice or cure period with regard to any default as to the Milestones.

(2) **JLA Owner's Other Remedies.** Upon the occurrence of an Event of Default by the Developer, JLA Owner, in addition to its right of reverter described herein, shall have the right to seek injunctive relief, specific performance or other equitable remedies (in addition to the forfeiture of City's title to or interest in the Property pursuant to JLA's right of reverter) for the Developer's breach of this Agreement.

(3) **Right of Reverter.** It is expressly understood and agreed between the Parties hereto that until and unless the following three milestones are each timely satisfied (a) commencement of construction of the Second Avenue Extension by the Second Avenue Commencement Deadline, (b) the completion of the construction of the Second Avenue Extension by the Second Avenue Extension Completion Deadline, and (c) the completion of the construction of the Conference Center Expansion by the Conference Center Expansion Completion Deadline (collectively, the "**Milestones**"), the conveyance of such Property to the City shall be construed and interpreted as the conveyance of a fee simple determinable, and that in the event of an uncured and undisputed Event of Default caused by the failure of the Developer to achieve any of the Milestones as the same may be extended as provided herein, then, at JLA Owner's option, title to the Property shall

automatically revert in JLA Owner upon the recording by JLA Owner and delivery to the city and the Developer of a Notice of Reverter. Upon such reversion of title, JLA Owner shall have the right to re-enter and take immediate possession of the Property. While the right of reversion as to the Property pertaining to the Milestones, but not as to the Use Reverter described in Section 1(A)(4) automatically terminates upon the timely performance and satisfaction of the Milestones, JLA Owner agrees to provide City and Developer with a written acknowledgement, in recordable form, that the Milestones have been satisfactorily achieved and JLA Owner's right of reversion as to the Milestone has terminated hereunder and to take such further action as may reasonably be requested by the City and Developer, at no incremental cost to JLA Owner, to extinguish the right of reversion as to the Milestones only of record. In the event the Property reverts to JLA Owner as provided herein, any and all easements of record (or otherwise) encumbering the Property for the benefit of the City and/or Developer shall be deemed terminated and of no further force or effect and the Property shall revert free and clear of any such easements.

(B) Rights and Remedies Cumulative. The rights and remedies of JLA Owner, whether provided by law or by this Agreement, shall be cumulative against Developer, and the exercise by JLA Owner of any one or more remedies shall not preclude the exercise by it, at the same or different times, of any other remedy for the same default or breach or any other default or breach by the Developer. Upon the occurrence of an Event of Default by the City, in addition only to the forfeiture of City's title to or interest in the Property pursuant to JLA Owner's right of reverter, JLA Owner or the Developer, as the case may be, shall only have the right to seek injunctive relief, specific performance, or other equitable remedies for the City's breach of this Agreement. In no event and under no circumstances will or would JLA Owner or DRCFA, or any successors or assigns, be entitled to seek or recover money damages of any sort against the City for any claim or action, whether sounding in tort or in contracts. No waiver made by any Party shall apply to obligations beyond those expressly waived in writing.

(C) Representatives Not Individually Liable. No official or employee of the City and/or Developer shall be personally liable to JLA Owner or any successor in interest, in the event of any default or breach by the City and/or Developer for any amount which may become due to JLA Owner or successor or on any obligations under the terms of this Agreement. No manager, director, officer, employee or agent of the JLA Owner or any successor in interest shall be personally liable to the City and/or Developer, in the event of any default or breach by the Developer or any successor in interest for any amount which may become due to the City and/or Developer on any obligations under the terms of this Agreement.

Section 7: PROVISIONS NOT MERGED WITH DEEDS

No provision of this Agreement is intended to or shall be merged into the QC Deeds transferring title to the Property from JLA Owner to the City or any successor in interest, and any such QC Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 8: ENTIRE AGREEMENT; AMENDMENT

This Agreement (including all exhibits, schedules or other attachments hereto) constitutes the complete and exclusive statement of the terms of the agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, promises, and arrangements, oral or written, between or among the Parties

with respect to the subject matter hereof. This Agreement may be amended or modified only by an instrument in writing signed by all of the Parties. To be effective and enforceable against the City, any amendment to this Agreement must be approved by a duly adopted resolution of the Detroit City Council.

Section 9: GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts-of-law principles that would require the application of any other law. Any dispute between the Parties under this Agreement resulting in legal action, suit or proceeding shall be brought in a court of competent jurisdiction located in Wayne County, Michigan; provided, further, by execution and delivery of this Agreement, each of the Parties irrevocably accepts and submits to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding.

Section 10: COUNTERPARTS

This Agreement may be executed and delivered by electronic transmission, and in several counterparts, each of which shall be deemed to be an original, but together such counterparts shall constitute one and the same instrument.

Section 11: CITY AGENCIES AND DEPARTMENTS

Except as otherwise provided, and in all events subject to applicable law, whenever this Agreement requires an action or creates an obligation on behalf of the City, the City shall also be required, as applicable, to cause all City executive branch agencies and/or departments to take such actions and perform such obligations.

Section 12: TRANSFERABILITY

Neither the City nor the Developer shall be entitled to transfer or assign its rights and obligations hereunder at any time without the prior written consent of JLA Owner which consent may be withheld in the sole discretion of JLA Owner.

(Signatures contained on the following pages.)

WITNESSES:

Becky Davernot
Greg Murray

DEVELOPER:

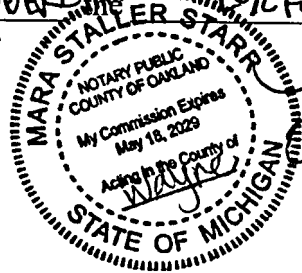
DETROIT REGIONAL CONVENTION
FACILITY AUTHORITY

By: Patrick W Bero
PATRICK BERO
Its: C.E.O., I.C.F.O.

("DRCFA")

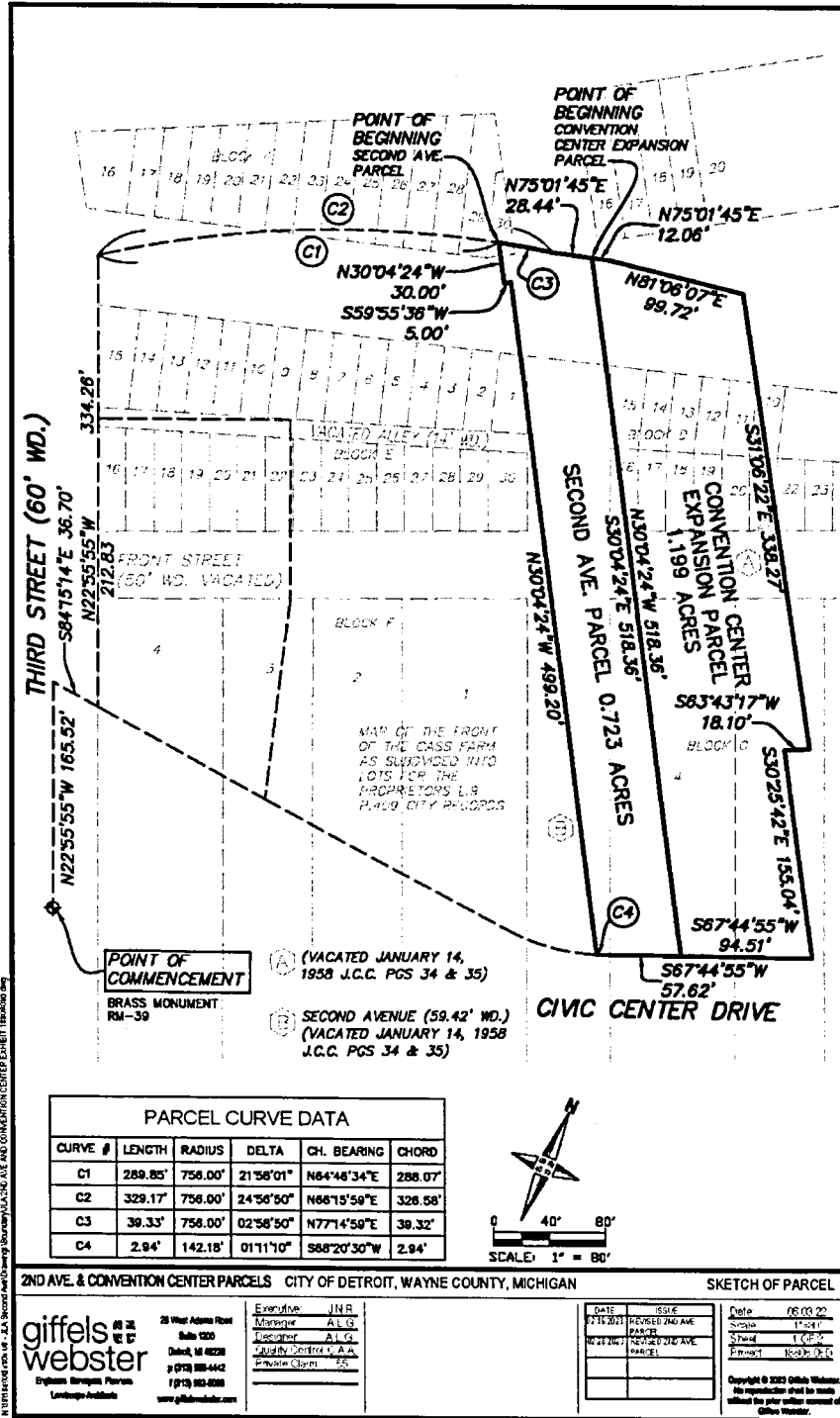
STATE OF MI)
COUNTY OF Wayne)ss

The foregoing instrument was acknowledged before me on this 15th day of March, 2023,
by PATRICK BERO CEO/ICFO of DETROIT REGIONAL CONVENTION FACILITY AUTHORITY



Mara Staller Starr
Notary Public
Oakland County, Michigan
My Commission expires: 5/18/2025

Exhibit A



SECOND AVENUE PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING PART OF LOTS 15 AND 16 OF BLOCK D; ALSO PART OF LOT 1 OF BLOCK E; ALSO PART OF LOT 4 OF BLOCK C; ALSO PART OF LOT 30 OF BLOCK 4 OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT HARBOR REFERENCE MONUMENT NO. 39, SAID MONUMENT BEING 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET (60' WIDE) EXTENDED; THENCE NORTH 22°55'55" WEST, 165.52 FEET ALONG A LINE PARALLEL TO AND 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET TO A POINT ON THE NORTH LINE OF CIVIC CENTER DRIVE (DEDICATED AS CIVIC CENTER DRIVE) EXTENDED; THENCE SOUTH 84°15'14" EAST, 36.70 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF THIRD STREET AND THE NORTH LINE OF CIVIC CENTER DRIVE; THENCE NORTH 22°55'55" WEST, 334.26 FEET ALONG SAID EAST LINE OF THIRD STREET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 289.85 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 21°58'01", AND A CHORD BEARING NORTH 64°46'34" EAST, 288.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT 39.33 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 02°58'50", AND A CHORD BEARING NORTH 77°14'59" EAST, 39.32 FEET; THENCE NORTH 75°01'45" EAST, 28.44 FEET; THENCE SOUTH 30°04'24" EAST, 518.36 FEET; THENCE SOUTH 67°44'55" WEST, 57.62 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT 2.94 FEET, SAID CURVE HAVING A RADIUS OF 142.18 FEET, A CENTRAL ANGLE OF 01°11'10", AND A CHORD BEARING SOUTH 68°20'30" WEST, 2.94 FEET; THENCE NORTH 30°04'24" WEST, 499.20 FEET; THENCE SOUTH 59°55'36" WEST, 5.00 FEET; THENCE NORTH 30°04'24" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.723 ACRES.

CONVENTION CENTER EXPANSION PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 12 THROUGH 14, BOTH INCLUSIVE, AND ALL OF LOTS 17 THROUGH 20, BOTH INCLUSIVE, AND PART OF LOTS 10, 11, 15, 16, 21 AND 22 OF BLOCK D; ALSO PART OF LOTS 3 AND 4 OF BLOCK C OF ALL OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL:

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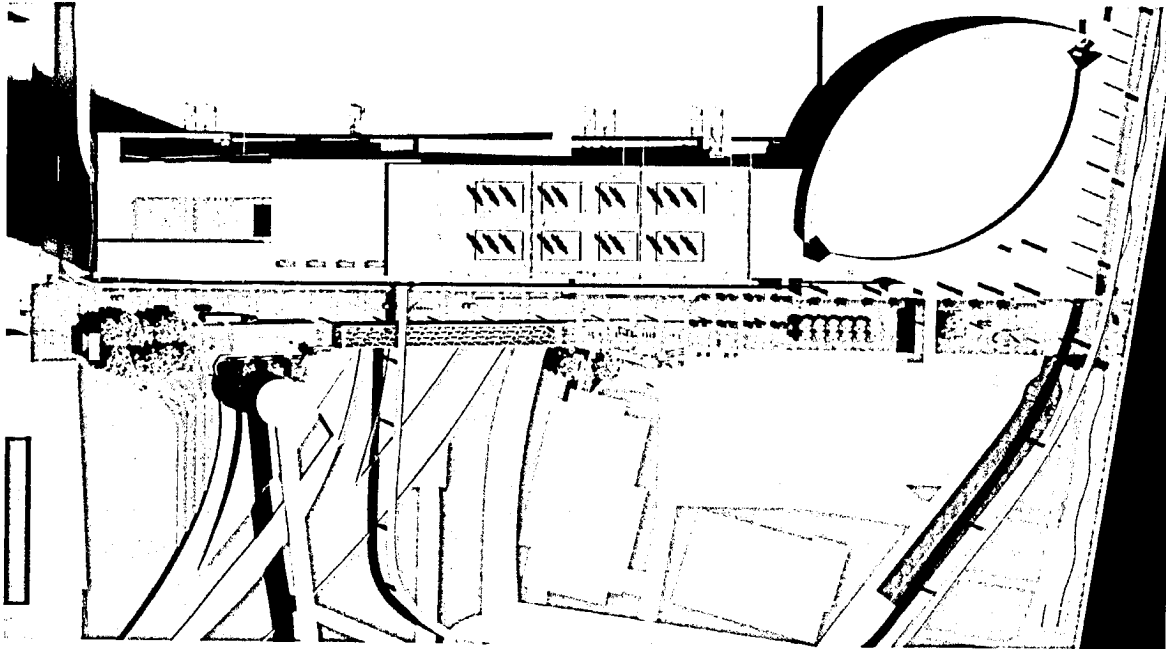
2ND AVE. & CONVENTION CENTER PARCELS		CITY OF DETROIT, WAYNE COUNTY, MICHIGAN		PARCEL DESCRIPTIONS	
 <p>20 West Adams Road Suite 1200 Detroit, MI 48226 p (313) 882-4442 f (313) 882-8200 www.giffelswebster.com</p>	<p>Executive J.N.R. Manager A.L.G. Designer A.L.G. Quality Control C.A.A. Private Client RS</p>	DATE	ISSUE	Date	06.03.22
		07.15.2023	REVISED 2ND AVE. PARCEL	Scale	N/A
		07.28.2023	REVISED 2ND AVE. PARCEL	Sheet	2 OF 2
				Project	1888-B D&D
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Exhibit B



SDG TVS

February 23, 2022 2ND AVENUE FEASIBILITY STUDY

Exhibit C

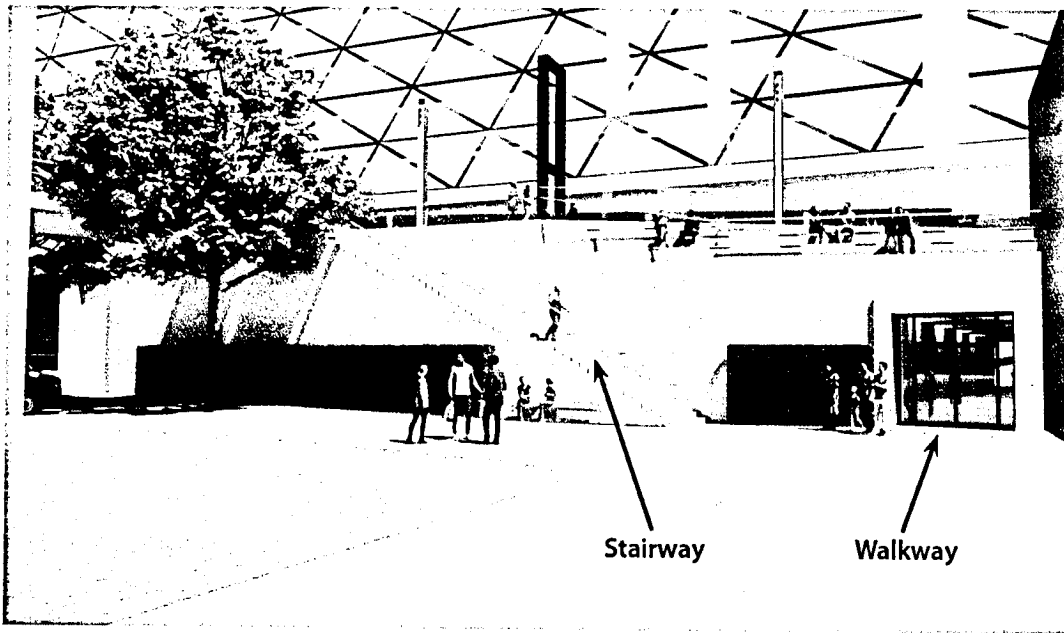


Exhibit D

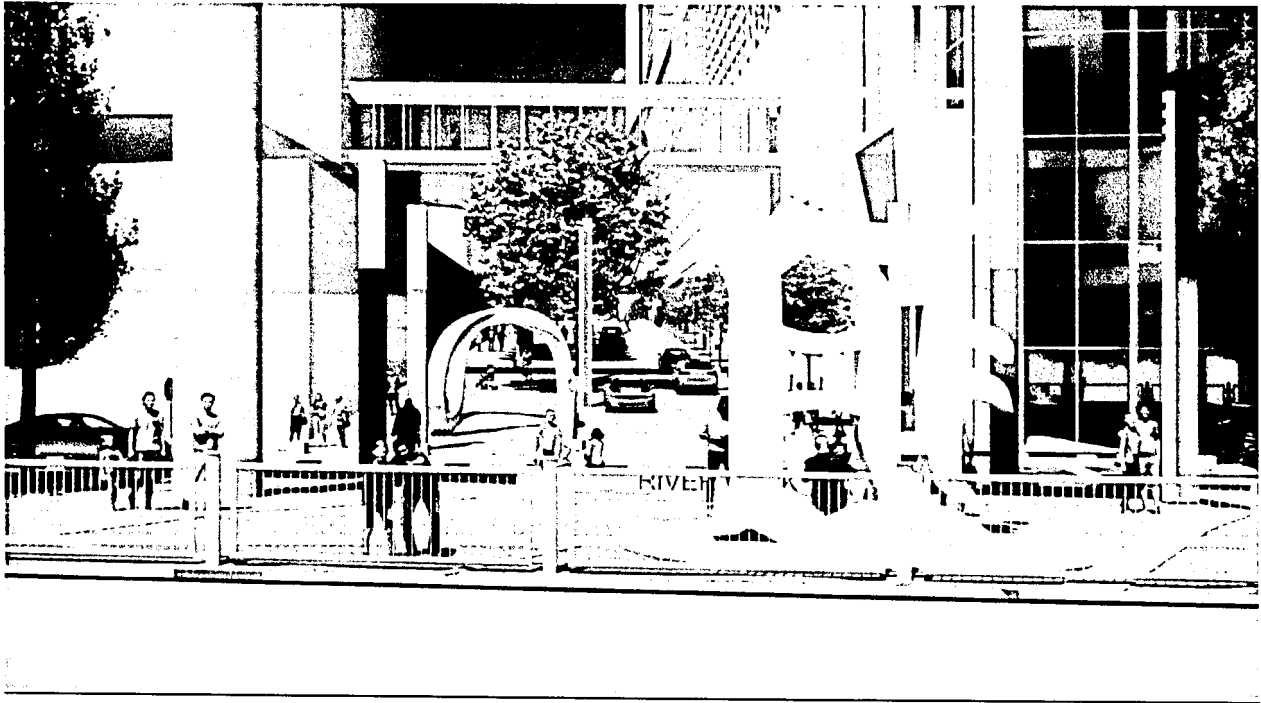


Exhibit E
(Public Access Easement)

**DECLARATION OF CONTINUING PUBLIC USE
EASEMENT AGREEMENT**

This Declaration of Continuing Public Use Easement Agreement ("Declaration") is declared this ___ day of March, 2023 by 19 ASSOCIATES LLC, a Michigan limited liability company, with an address of 333 W. Fort Street, Suite 1350, Detroit, Michigan 48226 ("Declarant").

RECITALS

- A. Declarant owns certain real property located in the City of Detroit, Michigan as more particularly described in the attached Exhibit "A" ("Conference Center Expansion Parcel").
- B. Declarant also owns certain real property located in the City of Detroit, Michigan as more particularly described in the attached Exhibit "B" ("Second Avenue Parcel"). The Conference Center Expansion Parcel and the Second Avenue Parcel may sometimes collectively be referred to herein as the "Property".
- C. Simultaneously with the execution of this Declaration, Declarant is conveying both the Conference Center Expansion Parcel and the Second Avenue Parcel to the City of Detroit pursuant to the terms of that certain Development Agreement between Declarant, the City of Detroit, acting by and through its Planning & Development Department (the "City") and the Detroit Regional Convention Facility Authority (the "Developer") dated March __, 2023 and recorded in Liber __, Page __, Wayne County Records (the "Development Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Development Agreement.
- D. Under the terms of the Development Agreement the City and the Developer have agreed to permit Declarant to encumber that portion of the Property (either the Conference Center Expansion Parcel or the Second Avenue Parcel or both, in whole or in part) with easements necessary to construct and install (i) a glass sky bridge ("Sky Bridge") and related improvements, (ii) connections from any development on any real property retained by Declarant (the "Retained Property"), more particularly

described in Exhibit "C" hereto, after the conveyances of the Conference Center Expansion Parcel and the Second Avenue Parcel to the City, including without limitation, public access and public utilities, and (iii) improvements for any other legal use determined by Declarant, in its sole discretion, from time to time and at any time. Under the terms of the Development Agreement, the Developer shall construct the Second Avenue Extension on the Second Avenue Parcel resulting in a private road which shall, at all times, be subject to the use by the public pursuant to the terms of this Declaration and the Development Agreement.

- E. The easements declared hereunder by Declarant and to be declared in the future pursuant to this Declaration confirm (i) that the public and Declarant are the benefited parties hereunder and (ii) that the Retained Property is the benefited property hereunder.
- F. In addition to the public use easement over the Second Avenue Extension, Declarant desires to establish certain access, construction and use easements, over, under and across the Property or any portion thereof, as hereinafter described, for access, construction and use for the sole benefit of Declarant and the Retained Property.

NOW THEREFORE, in consideration of the foregoing Declarant declares as follows:

- 1. Recitals. The foregoing recitals are fully incorporated herein.
- 2. Grant of Easements.

(A) Declarant declares for the benefit of the public for the purposes hereinafter described, upon the completion of the Second Avenue Extension, an easement for public pedestrian and vehicular traffic over the Second Avenue Extension. The Second Avenue Extension, which is a private roadway, shall be maintained by Developer in a first-class condition, open 24 hours, seven days a week, to be kept open at all times for such public pedestrian and vehicular traffic, all as set forth in the Development Agreement (such easement is hereinafter referred to as the "Public Second Avenue Easement"). Such public access shall not be suspended for any reason without prior written notice to, and prior written approval by Declarant and the City. The land subject to the Public Second Avenue Easement shall be the entirety of the Second Avenue Parcel.

(B) Declarant declares for its benefit and its successors and assigns, as current owner of Conference Center Expansion Parcel and Second Avenue Parcel ("Declarant Parties"), an access, use and construction easement (the "Declarant Easement") over, under and across the Property for any and all legal purposes, including, but not limited to, the installation and maintenance of the Sky Bridge, improvements on the

Retained Property (utilizing, among other things, air rights for cranes and tables), connections from any development on the Retained Property to the Second Avenue Extension, utility lines, parking areas, driveways, curb cuts, sidewalks, landscaping, lighting, signage and ingress and egress to, for or from any improvements on the Conference Center Expansion Parcel and/or Second Avenue Parcel (including direct vehicular access and egress from the Second Avenue Extension to the Retained Property across pedestrian walkways and bicycle pathways). The land subject to the Declarant Easement shall be the entirety of the Conference Center Expansion Parcel and the Second Avenue Parcel ("Declarant's Easement Area"). Maintenance (and the cost thereof), for the Second Avenue Extension built by Developer and any facilities installed and retained thereon by Declarant shall be governed by the terms of the Development Agreement.

3. **No Lien.** Any construction activities by Declarant on the Declarant's Easement Area shall be conducted in accordance with good construction industry practices. Declarant shall not permit any lien to stand against the Declarant's Easement Area, or any improvements within the Declarant's Easement Area for any labor or materials used in connection with work of any character performed or claimed to have been performed by or at the direction of Declarant on the Declarant's Easement Area. In the event of any such lien attaching to the Declarant's Easement Area, or any improvements in the Declarant's Easement Area, Declarant shall either pay or cause to be paid the same and have said liens promptly discharged of record, or shall take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from the property, and in all events shall have such lien discharged prior to the foreclosure of such lien.

4. **Default and Remedies.** If any party defaults in performance of an obligation under this Declaration, the other parties shall not have the right to exercise any remedies hereunder if the default is cured within five (5) business days of receiving written notice of such default specifying in detail the default and the requested remedy (the "Notice of Default") from another party or the other parties; provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than five (5) business days to cure, then the notifying party shall not have the right to exercise any remedies hereunder so long as the defaulting party commences performance of the cure within five (5) business days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence. In the event that a party's default remains uncured beyond the applicable cure periods, the non-defaulting party(ies) shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Declaration or any appropriate injunctive or other equitable relief, or for damages directly resulting from such

default. If any party, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Declarant's Easement Area or significant interference with the use of the Declarant's Easement Area, a non-defaulting party may act immediately, without providing prior notice to the defaulting party and without waiting for the five (5) business day cure period to expire only if providing such notice and/or waiting for such cure period to expire is practically unreasonable under the then circumstances. The non-defaulting party shall provide notice to the defaulting party as soon as practicable. The parties agree that the remedies at law for any violation of the terms of this Declaration rising to the level described in the preceding sentence are inadequate and that the non-defaulting parties shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the non-defaulting parties may be entitled, including specific performance. Notwithstanding the foregoing or anything to the contrary herein, no party shall be liable to the other parties for consequential, incidental, exemplary or punitive damages, or for loss of revenues, profits or the like and subject to the Declarant's rights of reverter as set forth in the Development Agreement and as set forth in certain quit claim deeds conveying the Conference Center Expansion Parcel and Second Avenue Parcel to the City, on or about even date herewith, no party shall have a right to terminate this Declaration.

5. **No Waiver.** Any delay or omission by any party to exercise its rights or remedy under this Declaration shall not be deemed or construed to be a waiver of any right or remedy available to such party under this Declaration or a waiver or consent to any subsequent right or remedy available under this Declaration.
6. **Notices.** All notices or other communications required or permitted by this Declaration shall be in writing and shall be deemed given when personally delivered to Declarant, City or Developer, or in lieu of such personal delivery services, may be sent by a reputable national overnight courier service, postage prepaid, and shall be deemed given upon delivery or when delivery is refused and shall be addressed as follows:

DECLARANT: 19 ASSOCIATES LLC
333 W. Fort Street, Suite 1350
Detroit, Michigan 48226
Attn: Elie Torgow
Email: eliet@detroit.com

With a copy to: Barris, Sott, Denn, & Driker, PLLC
333 W. Fort Street, Suite 100
Detroit, Michigan 48226
Attn: James S. Fontichiaro, Esq.
Email: jfontichiaro@bsdd.com

And Law Offices of Eli Halpern PLLC
333 W. Fort Street, Suite 1350
Detroit, Michigan 48226
Attn: Eli Halpern, Esq.
Email: eli@halpernpllc.com

CITY: Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226
Attn: Director

With a copy to: City of Detroit Law Department
2 Woodward Avenue, Suite 810
Detroit, Michigan 48226
Attn: Corporation Counsel

DEVELOPER: Detroit Regional Convention Facility Authority
One Washington Avenue
Detroit, Michigan 48226
Attn: Patrick Bero, C.E.O and C.F.O
Email: PBero@DRCFA.org

With a copy to: Garan Lucow Miller P.C.
1155 Brewery Park, Suite 200
Detroit, Michigan 48207
Attn: Ebony L. Duff, Esq.
Email: eduff@garanlucow.com

A party may change the address or person to whom notices to it are required to be given by providing proper notice to the other parties in the manner provided in this Section.

7. Reservation of Rights. Declarant reserves the right to create or grant easements and make declarations thereof in the future for any legal purpose whatsoever over, under and across either the Conference Center Expansion Parcel or the Second Avenue Parcel. City and Developer acknowledge and agree with this reservation of rights in favor of Developer.

8. Effective Date. This Declaration shall be effective as of the recording date of this Declaration with the Wayne County Register of Deeds.
9. Successors and Assigns/Easement to Run with the Land. The covenants, terms, conditions and restrictions of this Declaration shall inure to the benefit of and be binding upon the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Declarant's Easement Area, including any lessee, any transferee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall continue as a servitude running in perpetuity with the Declarant's Easement Area.
10. Governing Law/Enforceability. This Declaration shall be construed and enforced in accordance with the laws of the State of Michigan.
11. No Gift/Private Easement. Except as specifically described and declared, herein, nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Conference Center Expansion Parcel or the Second Avenue Parcel to any utility provider, the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Declaration is for the exclusive benefit of Declarant and Declarant Parties, and that nothing in this Declaration, express or implied, shall confer upon any person, other than such parties hereto, any rights or remedies under or by reason of this Declaration.
12. Partial Invalidity. Should any provision of this Declaration be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding and enforceable to the fullest extent permitted by law.
13. Counterparts. This Declaration, and any amendment hereto, may be executed in any number of counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.
14. Exemptions. This Declaration is exempt from Real Estate Transfer Tax pursuant to MCL 207.505(a) and from State Real Estate Transfer Tax pursuant to MCL 207.526(a).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Declaration of Continuing Public Use Easement Agreement as of the last date set forth below:

DECLARANT:

19 ASSOCIATES LLC,
a Michigan limited liability company

By: _____
Printed Name:
Its: _____

STATE OF)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me on March ____, 2023 by _____, the _____ of 19 Associates LLC, a Michigan limited liability company, on behalf of the company.

Printed name:
Notary Public, _____ County, State of _____
My commission expires:
Acting in the County of _____

**INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:**

Laura C. Ragold, Esq.
Barris, Sott, Denn, & Driker, PLLC
333 W. Fort Street, Suite 1200
Detroit, Michigan 48226313-965-9725

EXHIBIT "A"
"CONFERENCE CENTER EXPANSION PARCEL"

CONFERENCE CENTER EXPANSION PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 12 THROUGH 14, BOTH INCLUSIVE, AND ALL OF LOTS 17 THROUGH 20, BOTH INCLUSIVE, AND PART OF LOTS 10, 11, 15, 16, 21 AND 22 OF BLOCK D; ALSO PART OF LOTS 3 AND 4 OF BLOCK C OF ALL OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL:

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EXHIBIT "B"
"SECOND AVENUE PARCEL"

SECOND AVENUE PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

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EXHIBIT "C"

DEVELOPER'S "RETAINED PROPERTY"

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 2 THROUGH 30, AND PART OF LOT 1 OF BLOCK E; ALSO PART OF LOTS 1 THROUGH 4 OF BLOCK F; ALSO PART OF LOTS 22 THROUGH 30, OF BLOCK 4 OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT HARBOR REFERENCE MONUMENT NO. 39, SAID MONUMENT BEING 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET (60' WIDE) EXTENDED; THENCE NORTH 22°55'55" WEST, 165.52 FEET ALONG A LINE PARALLEL TO AND 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET TO A POINT ON THE NORTH LINE OF STEVE YZERMAN DRIVE (DEDICATED AS CIVIC CENTER DRIVE) EXTENDED; THENCE SOUTH 84°15'14" EAST, 36.70 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF THIRD STREET AND THE NORTH LINE OF STEVE YZERMAN DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 22°55'55" WEST, 334.26 FEET ALONG SAID EAST LINE OF THIRD STREET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 289.85 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 21°58'01", AND A CHORD BEARING NORTH 64°46'34" EAST, 288.07 FEET; THENCE SOUTH 30°04'24" EAST, 30.00 FEET; THENCE NORTH 59°55'36" EAST, 5.00 FEET; THENCE SOUTH 30°04'24" EAST, 499.20 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 66.64 FEET, SAID CURVE HAVING A RADIUS OF 142.40 FEET, A CENTRAL ANGLE OF 26°48'46", AND A CHORD BEARING SOUTH 82°20'25" WEST, 66.03 FEET; THENCE NORTH 84°15'14" WEST, 336.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.269 ACRES.

Exhibit F

Lease Amendment
(Huntington Place formerly known as COBO Center)

This Lease Amendment (“Amendment”) is made effective March __, 2023 (the “Effective Date”) by and between the City of Detroit, a Michigan municipal corporation (the “City”), whose address is Coleman A. Young Municipal Center, Two Woodward Avenue, Suite 1200, Detroit, Michigan 48226 and the Detroit Regional Convention Facility Authority, a Michigan public body corporate and politic (the “Authority”), whose address is One Washington Boulevard, Detroit, Michigan 48226, pertaining to a Lease (“Lease”) for certain Premises commonly known as Huntington Place Convention Center (“Premises”).

RECITAL

- A. On September 15, 2009 the City and Authority entered into the Lease for the Premises.
- B. Simultaneously herewith, the City and Authority are entering into a Development Agreement with 19 Associates LLC (the “JLA Owner”), whereby, among other things, JLA Owner is transferring a portion of its property (“JLA Contributed Property”) to the City to be applied exclusively for the (i) reinstatement and connection of Second Avenue between Congress Street, and Civic Center Drive, and (ii) enlargement of the Premises.
- C. The City and Authority have agreed to the foregoing provisions, and to all such other provisions and obligations pertaining to the development and use of the JLA Contributed Property, as specified in the Development Agreement, as hereinafter provided.

Now, Therefore, the City and Authority agree as follows:

- 1. The Lease is hereby modified by the inclusion of the JLA Contributed Property as part of the Premises under the Lease.
- 2. City and Authority acknowledge and agree that such use the JLA Contributed Property shall be subject to all the applicable terms, requirements, and conditions specified in the Development Agreement, a copy of which is attached hereto, and fully incorporated herein by reference.
- 3. The capitalized terms used in this Amendment will have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment. The term “Lease” shall hereafter mean the existing Lease as amended by this Amendment. In the case of any conflict or inconsistency between the terms and conditions of the original Lease, and the terms and conditions of this Amendment, the terms and conditions for this Amendment will govern and control. This Amendment may be

signed in counterpart, and delivered by electronic transmission, and shall be treated in all respects as an originally executed document. Except as herein modified or amended, the provisions, conditions and terms of the Lease remain unchanged and in full force and effect.

In WITNESS WHEREOF, the City and Authority, by and through their duly authorized officers and representatives, have executed this Agreement as of the date written above, pursuant to and in accordance with the Act.

AUTHORITY:

Detroit Regional Convention Facility Authority,
a Michigan public body corporate and politic

By: _____
Name: _____
Title: _____

CITY:

City of Detroit,
a Michigan municipal corporation

By: _____
Name: _____
Title: _____

Exhibit G
(QC Deeds)

QUIT CLAIM DEED

19 Associates LLC, a Michigan limited liability company whose address is 333 W. Fort Street, Suite 1350, Detroit, Michigan 48226 ("Grantor") quit claims to The City of Detroit, a Michigan public body corporate, whose address is 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, acting by and through its Planning & Development Department ("Grantee"), real property located in the City of Detroit, County of Wayne and State of Michigan, and being more particularly described on Exhibit "A" attached hereto ("Property"), for the consideration of less than \$100.00, subject to applicable zoning ordinances and applicable restrictions of record, if any.

This Quit Claim Deed is subject to the terms and conditions of that certain Development Agreement to Acquire and Develop Land of even date herewith (the "Development Agreement") between Grantor, as JLA Owner, Grantee, as the City, and the Detroit Regional Convention Facility Authority, as developer ("Developer"), the terms and conditions of which are incorporated herein by reference and which was recorded on _____, 2023 in Liber __, Page __, Wayne County Register of Deeds. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

Reference is made to the Development Agreement for certain reversion rights, some of which are subject to termination upon the completion of certain Milestones, and some of which are perpetual.

Pursuant to Section 7 of the Development Agreement, no provision of the Development Agreement is intended to or shall be merged into this Deed, and this Deed shall not be deemed to affect or impair any provision or covenant of the Development Agreement, including, without limitation, Grantor's right to encumber portions of the Property as necessary with an easement for purposes of (i) constructing the Sky Bridge and related improvements, and (ii) connecting any development on Grantor's retained real estate directly to the Second Avenue Extension.

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, being Act 288 of the Public Acts of 1967. The Property may be located within the vicinity of farm land or a farm operation. [Generally accepted agricultural and farm management

Second Ave. Parcel

practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*

This Deed is exempt from the Michigan Documentary Stamp Tax by virtue of the provisions of MCL §207.505(a) and MCL §207.526(a).

Dated as of the ____ day of March, 2023.

SIGNATURE AND NOTARY ON FOLLOWING PAGE

Second Ave. Parcel

Exhibit A to Quit Claim Deed

Legal Description of Real Estate

A parcel of land in the City of Detroit, Wayne County, Michigan, being described as:

SECOND AVENUE PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING PART OF LOTS 15 AND 16 OF BLOCK D; ALSO PART OF LOT 1 OF BLOCK E; ALSO PART OF LOT 4 OF BLOCK C; ALSO PART OF LOT 30 OF BLOCK 4 OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT HARBOR REFERENCE MONUMENT NO. 39, SAID MONUMENT BEING 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET (60' WIDE) EXTENDED; THENCE NORTH 22°55'55" WEST, 165.52 FEET ALONG A LINE PARALLEL TO AND 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET TO A POINT ON THE NORTH LINE OF CIVIC CENTER DRIVE (DEDICATED AS CIVIC CENTER DRIVE) EXTENDED; THENCE SOUTH 84°15'14" EAST, 36.70 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF THIRD STREET AND THE NORTH LINE OF CIVIC CENTER DRIVE; THENCE NORTH 22°55'55" WEST, 334.26 FEET ALONG SAID EAST LINE OF THIRD STREET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 289.85 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 21°58'01", AND A CHORD BEARING NORTH 64°46'34" EAST, 288.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT 39.33 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 02°58'50", AND A CHORD BEARING NORTH 77°14'59" EAST, 39.32 FEET; THENCE NORTH 75°01'45" EAST, 28.44 FEET; THENCE SOUTH 30°04'24" EAST, 518.36 FEET; THENCE SOUTH 67°44'55" WEST, 57.62 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT 2.94 FEET, SAID CURVE HAVING A RADIUS OF 142.18 FEET, A CENTRAL ANGLE OF 01°11'10", AND A CHORD BEARING SOUTH 68°20'30" WEST, 2.94 FEET; THENCE NORTH 30°04'24" WEST, 499.20 FEET; THENCE SOUTH 59°55'36" WEST, 5.00 FEET; THENCE NORTH 30°04'24" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.723 ACRES.

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Second Ave. Parcel

QUIT CLAIM DEED

19 Associates LLC, a Michigan limited liability company whose address is 333 W. Fort Street, Suite 1350, Detroit, Michigan 48226 ("Grantor") quit claims to The City of Detroit, a Michigan public body corporate, whose address is 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226, acting by and through its Planning & Development Department ("Grantee"), real property located in the City of Detroit, County of Wayne and State of Michigan, and being more particularly described on Exhibit "A" attached hereto ("Property"), for the consideration of less than \$100.00, subject to applicable zoning ordinances and applicable restrictions of record, if any.

This Quit Claim Deed is subject to the terms and conditions of that certain Development Agreement to Acquire and Develop Land of even date herewith (the "Development Agreement") between Grantor, as JLA Owner, Grantee, as the City, and the Detroit Regional Convention Facility Authority, as developer ("Developer"), the terms and conditions of which are incorporated herein by reference and which was recorded on _____, 2023 in Liber ____, Page ____, Wayne County Register of Deeds. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement.

Reference is made to the Development Agreement for certain reversion rights, some of which are subject to termination upon the completion of certain Milestones, and some of which are perpetual.

Pursuant to Section 7 of the Development Agreement, no provision of the Development Agreement is intended to or shall be merged into this Deed, and this Deed shall not be deemed to affect or impair any provision or covenant of the Development Agreement, including, without limitation, Grantor's right to encumber portions of the Property as necessary with an easement for purposes of (i) constructing the Sky Bridge and related improvements, and (ii) connecting any development on Grantor's retained real estate directly to the Second Avenue Extension and/or the Conference Center and Conference Center Expansion.

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, being Act 288 of the Public Acts of 1967. The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and farm management

Conference Center Expansion Parcel

practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*

This Deed is exempt from the Michigan Documentary Stamp Tax by virtue of the provisions of MCL §207.505(a) and MCL §207.526(a).

Dated as of the ____ day of March, 2023.

SIGNATURE AND NOTARY ON FOLLOWING PAGE

Conference Center Expansion Parcel

Exhibit A to Quit Claim Deed

Legal Description of Real Estate

A parcel of land in the City of Detroit, Wayne County, Michigan, being described as:

CONFERENCE CENTER EXPANSION PARCEL DESCRIPTION

(PART OF TAX ID: 04000004-19)

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, BEING ALL OF LOTS 12 THROUGH 14, BOTH INCLUSIVE, AND ALL OF LOTS 17 THROUGH 20, BOTH INCLUSIVE, AND PART OF LOTS 10, 11, 15, 16, 21 AND 22 OF BLOCK D; ALSO PART OF LOTS 3 AND 4 OF BLOCK C OF ALL OF THE MAP OF THE FRONT OF THE CASS FARM AS SUBDIVIDED INTO LOTS FOR THE PROPRIETORS, ACCORDING TO THE PLAT THEREOF AS RECORDED ON NOVEMBER 19, 1836, IN LIBER 9 OF CITY RECORDS, PAGE 409; INCLUDING ALL OF THE VACATED STREETS AND ALLEYS ADJACENT TO THE ABOVE DESCRIBED LOTS WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT HARBOR REFERENCE MONUMENT NO. 39, SAID MONUMENT BEING 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET (60' WIDE) EXTENDED; THENCE NORTH 22°55'55" WEST, 165.52 FEET ALONG A LINE PARALLEL TO AND 2.20 FEET WEST OF THE CENTERLINE OF THIRD STREET TO A POINT ON THE NORTH LINE OF CIVIC CENTER DRIVE (DEDICATED AS CIVIC CENTER DRIVE) EXTENDED; THENCE SOUTH 84°15'14" EAST, 36.70 FEET TO A POINT AT THE INTERSECTION OF THE EAST LINE OF THIRD STREET AND THE NORTH LINE OF CIVIC CENTER DRIVE; THENCE NORTH 22°55'55" WEST, 334.26 FEET ALONG SAID EAST LINE OF THIRD STREET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 329.17 FEET, SAID CURVE HAVING A RADIUS OF 756.00 FEET, A CENTRAL ANGLE OF 24 DEGREES 56 MINUTES 50 SECONDS, AND LONG CHORD BEARING NORTH 66 DEGREES 15 MINUTES 59 SECONDS EAST, 326.58 FEET; THENCE NORTH 75°01'45" EAST, 28.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 75°01'45" EAST, 12.06 FEET; THENCE NORTH 81°06'07" EAST, 99.72 FEET; THENCE SOUTH 31°06'22" EAST, 338.27 FEET; THENCE SOUTH 63°43'17" WEST, 18.10 FEET; THENCE SOUTH 30°25'42" EAST, 155.04 FEET; THENCE SOUTH 67°44'55" WEST, 94.51 FEET; THENCE NORTH 30°04'24" WEST, 518.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.199 ACRES.

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Conference Center Expansion Parcel