

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

(13003, 13011, 13025, 13035 and 13041 E. Jefferson Avenue)

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (“**Amendment**”) is made as of June 29, 2025, by and between the CITY OF DETROIT, a Michigan municipal corporation (the “**City**”), acting by and through its Planning and Development Department, and CHN.TRIBE JEFFERSON LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership (“**Purchaser**”).

RECITALS

A. City and Purchaser are parties to that certain Purchase and Sale Agreement dated November 29, 2023 (the “**Purchase Agreement**”), regarding the purchase and sale of property owned by the City commonly known as 13003, 13011, 13025, 13035 and 13041 E. Jefferson Avenue, Detroit, Michigan 48215, as more particularly described in the Purchase Agreement (the “**City Property**”), and certain property owned by the Detroit Land Bank Authority, a Michigan public body corporate commonly known as 1126, 1132, and 1138 Dickerson Street, and 1011, 1035, 1041, 1047, and 1053 Lenox Street, Detroit, Michigan 48215 as more particularly described in the Purchase Agreement (the “**DLBA Property**” and, together with the City Property, the “**Property**”).

B. City and Purchaser hereby desire to amend the Purchase Agreement pursuant to the terms, provisions and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are incorporated into this Amendment as if fully set forth herein.

2. Defined Terms. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meaning ascribed to such terms in the Purchase Agreement.

3. Outside Closing Date. Section 1 of the Purchase Agreement is hereby amended by deleting the definition of “Outside Closing Date” contained therein and replacing the same with the following:

“**Outside Closing Date**. 5:00 p.m. eastern time on December 31, 2025”

4. NEPA Rewind. Section 7 of the Purchase Agreement is hereby amended by inserting the following subsection (c) immediately following subsection (b) thereof.

“(c) Notwithstanding any other provision of this Purchase Agreement, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Property may occur, unless and until the United States Department of Housing and Urban Development (“**HUD**”) has provided Purchaser with a written notification

that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other contingencies in this Purchase Agreement, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. Purchaser shall use its best efforts to cause HUD to conclude the environmental review of the property expeditiously.”

5. Effect of Amendment. Except as expressly amended hereby, all of the terms, covenants and conditions of the Purchase Agreement remain in full force and effect. In the event of any conflict between the terms of this Amendment and of the Purchase Agreement, the terms of this Amendment shall control.

6. Counterpart Originals; Electronic Execution and Delivery. This Amendment may be executed by the parties in counterparts and they shall be considered as one fully executed agreement. Executed copies of this Amendment may be delivered between the parties via electronic means including electronic mail. The parties intend that this Amendment 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.*).

7. Authority of City. Notwithstanding anything in this Amendment, in law, in equity, or otherwise to the contrary, this Amendment shall be of no force or effect and may not in any way be enforced against the City, and the City shall not be authorized or obligated to sell the Property to Purchaser, unless and until the Purchase Agreement and this Amendment have 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.

[Signature page follows.]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE
AGREEMENT]**

IN WITNESS WHEREOF, this First Amendment to Purchase and Sale Agreement has been executed by the parties as of the date first provided above.

PURCHASER:

CHN.TRIBE JEFFERSON LIMITED
DIVIDEND HOUSING ASSOCIATION
LIMITED PARTNERSHIP, a Michigan limited
partnership

By: CHN.TRIBE Jefferson LLC, a
Michigan limited liability company
Its: General Partner,

By: CHN Housing Partners,
an Ohio non-profit corporation
Its: Managing Member

By: Mark E. Whipkey
Name: Mark E. Whipkey
Its: Chief of Asset Management

[Signatures continue of following page]

**[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE
AGREEMENT]**

CITY:

CITY OF DETROIT,
a Michigan public body corporate

Signed by:

Alexa Bush

By:

D50834D357784C5

Name: Alexa Bush

Its: Director, Planning and Development
Department

Approved at to form by Corporation
Counsel pursuant to §7.5-206 of the 2012
Charter of the City of Detroit.

Corporation Counsel