

MAINTENANCE AGREEMENT

2121 Cass Avenue

This agreement (this “Agreement”) is made and entered into this ____ day of June, 2026, by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Public Works, whose address is 2 Woodward Ave., Ste. 611, Detroit, MI 48226 (the “City”), 2205 Cass Avenue Owner LLC, a Delaware limited liability company, whose address is _____ (the “Owner”), and The Regents of The University of Michigan, a Michigan constitutional corporation, whose address is 326 E. Hoover Ave., Mail Stop E, Ann Arbor, MI 48109-1002, Attn: Executive Director of Real Estate (the “Regents”).

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually agreed as follows:

1. **Purpose of Agreement:** The Owner holds title to a certain parcel of land depicted as Parcel 1 and legally described in Main A attached hereto (the “Land”). The Regents and Owner have entered into a long-term lease agreement (the “Lease”) concerning Owner’s development of the Land, and the Regents’ possession of the building (the “Building”) and other improvements subsequent to said development (“Possession”). The City has jurisdiction over rights-of-way adjacent to the Building. Inasmuch as persons entering or exiting from the Building may use the City right-of-way and/or to the extent that certain services benefiting the Building (for example, water and sewer) are located in the City right-of-way, the Owner has agreed to improve and maintain a portion of the City right-of-way in the location (the “**Maintenance Area**”) and the Regents will maintain same, in the manner detailed in the plan attached as Exhibit B for the Term, as defined herein. The Detroit City Council has approved the Owner’s encroachment Petition No. x2026-111 attached as Exhibit C to permit the Owner to build or place the encroachment described in the petition in the Maintenance Area (the “Encroachment”). All costs for the construction, maintenance, permits, and use of the Encroachments shall be borne by the Owner and/or the Regents as set forth herein. This Agreement does not relieve the Owner or Regents from securing any other additional permits or right-of-way permits for performing work/activities in the public right-of-way or any obligations or requirements set forth in the City Council Resolution wherein the Encroachments were so approved. The necessary permits shall be requested by the Owner or Regents from the Department of Public Works - City Engineering Division or the Buildings, Safety Engineering and Environmental Department, as applicable.

2. **Financial Responsibility.**

A. It is understood that commencing with the date of this Agreement through the date that Owner grants Possession to the Regents (the “Possession Date”), all physical improvements, maintenance, and repairs to the Maintenance Area, as set forth herein, shall be at the sole cost and expense of the Owner, subject to any express limitations set forth in this Agreement. It is understood that commencing with the Possession Date and for the duration of the Term, all physical improvements and repairs to the Maintenance

Area, as set forth herein, shall be at the sole cost and expense of the Regents, subject to any express limitations set forth in this Agreement. The Owner agrees to maintain the Maintenance Area and to repair any damage to the Maintenance Area until the earlier of the: (i) expiration of the Term, (ii) termination of this Agreement, (iii) removal of the Maintenance Area, (iv) end of the Maintenance Area's useful life, and (v) delivery of Possession to the Regents. Unless this Agreement has been earlier terminated or the Maintenance Area has been removed, on and after delivery of Possession to the Regents, the Regents shall maintain the Maintenance Area and repair any damage to the Maintenance Area until the date that is the earlier of (the "Termination Date") the: (a) expiration of the Term, (b) termination of this Agreement, (c) removal of the Maintenance Area, or (d) end of the Maintenance Area's useful life. Notwithstanding anything to the contrary set forth herein, if after Possession has been delivered to the Regents, Owner is advised by the City in writing that the Regents have failed to fulfill the Regents' obligations hereunder, then Owner shall perform such obligations until: (A) the Regents perform its obligations hereunder, (B)- expiration of the Term, (C)- termination of this Agreement, (D)- removal of the Maintenance Area, or (E) the end of the Maintenance Area's useful life.

B. If the City proposes to carry out work or issues a permit allowing a private party to carry out work, in or near the Maintenance Area, the City shall use good faith efforts to notify the Owner and the Regents of the City's plans or the permit issued, as applicable. Emergency work conducted by the City in or near the Maintenance Area shall be carried out without any requirement to notify the Owner or the Regents. Any work conducted in or near the Maintenance Area by the Owner or the Regents shall be repaired at a minimum pursuant to the Department of Public Works - City Engineering Division's Standard Specifications.

3. Indemnification and Release.

A. The Owner hereby agrees to indemnify, defend and hold the City harmless from all losses, costs, expenses, actions, claims of action, damages, and liabilities (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by the Owner's actions or omissions or incidental to, in the course of or resulting from the improvements and maintenance activities contemplated by this Agreement. The Owner hereby agrees to waive, release, and discharge the City from any and all liability, claims, demands, and causes of action whatsoever, legal and equitable, because of damages, losses, or injuries to the Owner, the Owner's property or a third party or a third party's property, or all of the same, arising from or related to the Owner's activities related to the improvements and maintenance activities contemplated by this Agreement.

B. The Regents hereby agree, to the extent permitted by applicable law, to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages, and liability (including ~~attorneys'~~ attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property to the extent caused by the Regents' actions or omissions in the course of or resulting from

the improvements and maintenance activities contemplated by this Agreement. The Regents hereby agree to waive, release, and discharge the City from any and all liability, claims, demands, and causes of action whatsoever, legal and equitable, because of damages, losses, or injuries to the Regents, the Regents' property, or a third party or a third party's property, or all of the same, arising from or related to the Regents' activities related to the improvements and maintenance activities contemplated by this Agreement.

4. Insurance:

A. For the period commencing with the date of this Agreement through the ~~Possession Date~~, Owner covenants and agrees, at its sole cost and expense, to maintain or cause to be maintained for the mutual benefit of it and the City Comprehensive General Liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by the Owner upon, in or about the Maintenance Area, at combined single limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of the Office of the Chief Financial Officer, Risk Management Division 2 Woodward Ave., Suite 802, Detroit, MI 48226. Said coverage may be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, or by either a certificate or the original of an insurance policy effecting such coverage. The insurance shall be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. The Owner shall be responsible for payment of all premiums and deductibles relating to such insurance. The provisions requiring the Owner to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of the Owner under this Agreement.

B. The Regents covenant and agree, that for the period commencing with the Possession Date through and including the Termination Date, it will, at its sole cost and expense, maintain or cause to be maintained for the mutual benefit of it and the City Comprehensive General Liability insurance on an occurrence form against claims for bodily injuries (including, but not limited to, death) or property damage (including, but not limited to, destruction) at any time occurring in the course of or resulting from work carried out by the Regents upon, in or about the Maintenance Area, at combined single limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate. Such insurance coverage shall name the City of Detroit as an additional insured and shall provide that the same may not be cancelled or materially modified without prior written notice by certified mail to the City to the attention of the Office of the Chief Financial Officer, Risk Management Division 2 Woodward Ave., Suite 802, Detroit, MI 48226. Said coverage may be evidenced by a certificate of insurance issued upon so-called "blanket" coverage, evidence of insurance, or evidence of self-insurance, as applicable. The insurance shall

be primary and any such insurance or self-insurance maintained by the City shall be secondary and non-contributory and excess. The Regents shall be responsible for payment of all premiums and deductibles relating to such insurance. The provisions requiring Regents to carry or cause to be carried such insurance shall not be constructed as waiving or restricting the liability of Regents under this Agreement. If work performed in the Maintenance Area is performed by contractors or subcontractors retained by the Regents, the Regents shall require such contractors or subcontractors to maintain insurance appropriate to the work performed.

5. **Term:** The term of this Agreement (the “**Term**”) shall commence on the date of this Agreement and continue for five (5) years. Within ninety (90) days prior to the end of the initial five (5) year period, the Regents may exercise an option to extend for an additional five (5) year period subject to the written approval from the City in accordance with a duly authorized Resolution of the Detroit City Council, as approved by the Mayor, and approved by the Corporation Counsel in accordance with Section 7.5-206 of the 2012 Charter of the City of Detroit. This Agreement may be terminated or extended as follows:
 - a. The City may terminate this Agreement prior to the end of the Term in the event the City has designed and has committed to implement a uniform scheme for the improvement of an area of City right-of-way that encompasses the Maintenance Area and other adjacent City-owned property and/or rights-of-way. The aforesaid may include widening of streets or sidewalks and relocation of water or sewer facilities.
 - b. The Regents may terminate this Agreement upon written notice to the City not later than ninety (90) days prior to the end of the Term if either grants or intends to grant a mortgage lien or security interest in the Building or portion thereof.
 - c. In the event a party elects to terminate this Agreement pursuant to Sections 5(a) or 5(b) above, such party shall deliver to the other party written notice of such election at least ninety (90) days prior to the date on which such termination is to be effective.
 - d. This Agreement shall terminate if the Regents sell or ground lease the Building.
 - e. Following the expiration of the additional five (5) year period (but not the early termination) of this Agreement, this Agreement shall automatically continue on month-to-month basis subject to final termination by either party upon delivery of at least thirty (30) days’ written notice to the other party.
 - f. The City may terminate this Agreement without cause at any time, by giving written notice to the Owner and the Regents at least thirty (30) days prior to the date on which termination shall be effective.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. Any prior agreements, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Any amendment to or modification of this Agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. **Successors and Assigns:** This Agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person. Neither Owner nor Regents may assign this Agreement to any purchaser of the Building, any affiliate of the Owner or Regents, respectively, or any unaffiliated third-party purchaser of the Building without the prior written consent of the City. The Owner or Regents, as applicable, shall notify the City in writing no later than ninety (90) days prior to such assignment, and the City may, by written notice to the Owner or Regents within forty-five (45) days after receiving such notice from the Owner or Regents, accept such assignment or terminate this Agreement. If the City does not accept such assignment or the assignee fails to provide the City with an acceptance of the assignment and its agreement to be bound by all of the terms hereof, then the City may terminate this Agreement at any time thereafter upon written notice to the Owner or Regents, as applicable.
9. **Permitted Improvements or Modifications:** Any desired improvement or modification to the Maintenance Area shall be subject to the City's prior written approval. Neither Owner nor the Regents shall install or construct in the Maintenance Area any structure, fixture, furniture, or equipment (including but not limited to signs, lighting, fixtures, shades, canopies, or awnings) as may obstruct or in any way encroach upon the Maintenance Area except as set forth in Exhibit B and otherwise properly permitted by the City.
10. **Rights of the City:** The parties understand and agree that this Agreement in no way limits the property rights of the City with respect to or police powers over the Maintenance Area.
11. **Maintenance Obligations of the Owner and the Regents:** From the date of this Agreement to the Possession Date, Owner shall be responsible for the improvement and maintenance activities related to the Maintenance Area as set forth on Exhibit B at its sole cost and expense. From and after the Possession Date through the Termination Date, Regents shall be responsible for the improvement and maintenance activities related to the Maintenance Area as set forth on Exhibit B at its sole cost and expense. Within ten (10) business days after Owner delivers Possession to the Regents, Owner shall provide the City with written notice signed by Owner and Regents confirming the date that Owner delivered Possession to the Regents. If the Regents fail at any time to be responsible for the improvement and maintenance activities related to the Maintenance Area as set forth on Exhibit B, then the Owner shall thereafter be responsible for the improvement and maintenance activities related to the Maintenance Area as set forth on Exhibit B.

IN WITNESS WHEREOF, the City, Owner and the Regents, by and through their respective, authorized officers and representatives, have executed this Agreement as follows:

Olympia Development of Michigan, L.L.C.
a Michigan limited liability company

By: _____
(Signature)

Print Name: _____

Its: _____
(Duly Authorized Representative)

The Regents of the University of Michigan,
a Michigan constitutional corporation

By: _____
(Signature)

Print Name: _____

Its: _____
(Duly Authorized Representative)

The City of Detroit, through its Department of Public Works - City Engineering Division

By: _____
(Signature)

Print Name: _____

Its: _____

Exhibit A

BUILDING DESCRIPTION

W CASS 27 PT OF 28 AMENDED PLAT OF CASS FARM SUB L123 P79 PLATS, WCR DESC
AS BEG AT THE NWLY COR SD LOT 27 TH S 23D 49M 8S E 250 FT TH S 66D 13M 10S W
149.68 FT TH S 23D 46M 53S E 124.55 FT TH S 58D 55M 34S W 10.08 FT TH N 23D 46M 53S
W 91.18 FT TH N 62D 6M 53S W 362.89 FT TH N 66D 13M 10S E 384.6 FT TO POB 73,188
SQFT SPLIT ON 03/18/2024 FROM 02000353-6; Split on 10/29/2025 into 02000353.000,
02000354.000

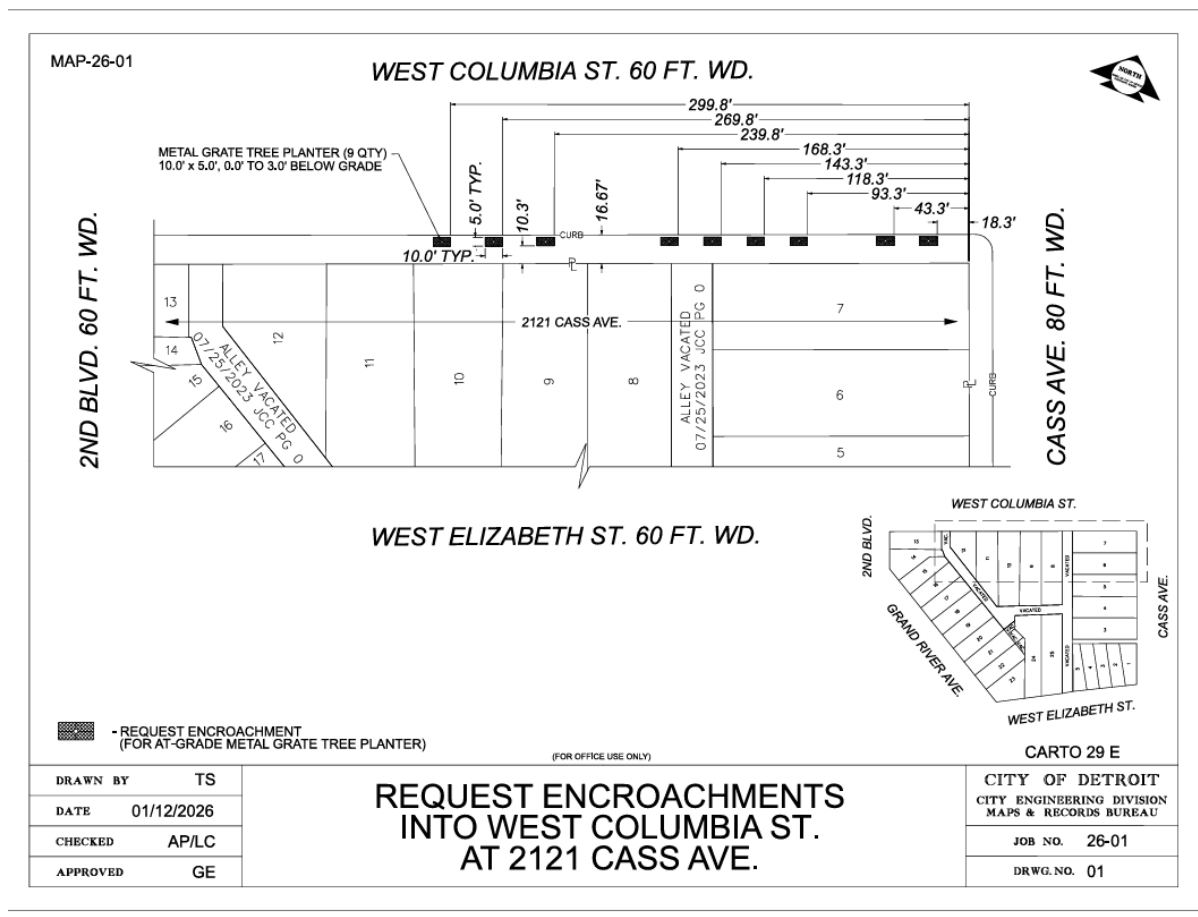
Exhibit B

Maintenance Area and Plan for Improvements; Related Maintenance Responsibilities.

Nine (9) metal tree grates within the southerly part of Columbia St., 60 ft. wide, lying northerly of and adjacent to lots 7 through 12 of "Subdivision of Part of the Cass Farm" as recorded in Liber 1 Page 74 of Plats, Wayne County Records. Said metal tree grates shall be installed ranging from 0.0' to 3.0' below-grade and extend 5' into the southerly part of Columbia St. 2. One (1) below-grade underdrain for tree planters within the southerly part of Columbia St., 60 ft. wide, lying northerly of and adjacent to lots 7 through 10 of "Subdivision of Part of the Cass Farm" as recorded in Liber 1 Page 74 of Plats, Wayne County Records. Said underdrain for tree planters shall be 295.5' in length and shall be installed ranging from 2.75' to 3.75' below-grade. 3. One (1) at-grade exposed aggregate paving area within the southerly part of Columbia St., 60 ft. wide, lying northerly of and adjacent to lot 7 of "Subdivision of Part of the Cass Farm" as recorded in Liber 1 Page 74 of Plats, Wayne County Records. Said at grade exposed aggregate paving area shall be installed 0.0' to 0.5' below-grade and extend 14.8' into the southerly part of Columbia St.

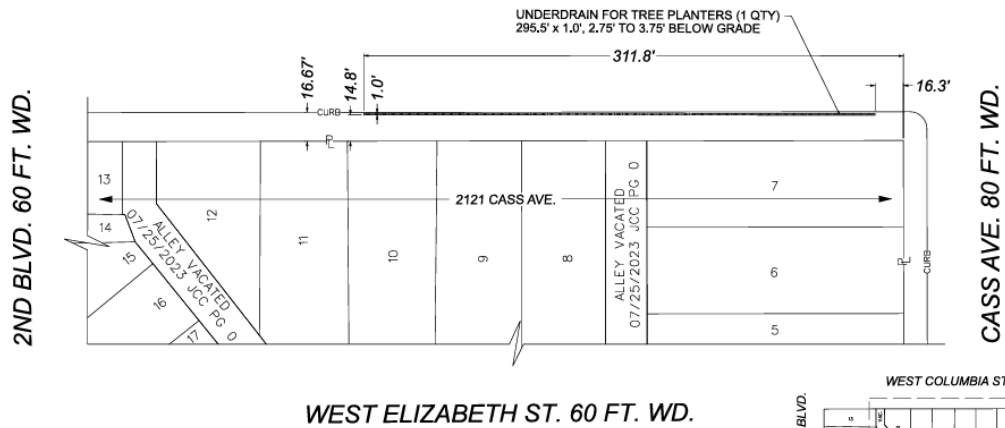
Exhibit C

Encroachment Petition

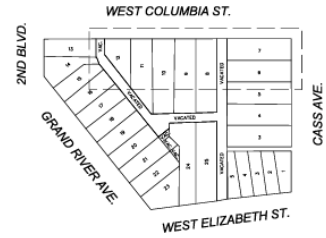


MAP-26-01

WEST COLUMBIA ST. 60 FT. WD.



WEST ELIZABETH ST. 60 FT. WD.



- REQUEST ENCROACHMENT
(FOR BELOW GRADE UNDERDRAIN FOR TREE PLANTERS)

(FOR OFFICE USE ONLY)

CARTO 29 E

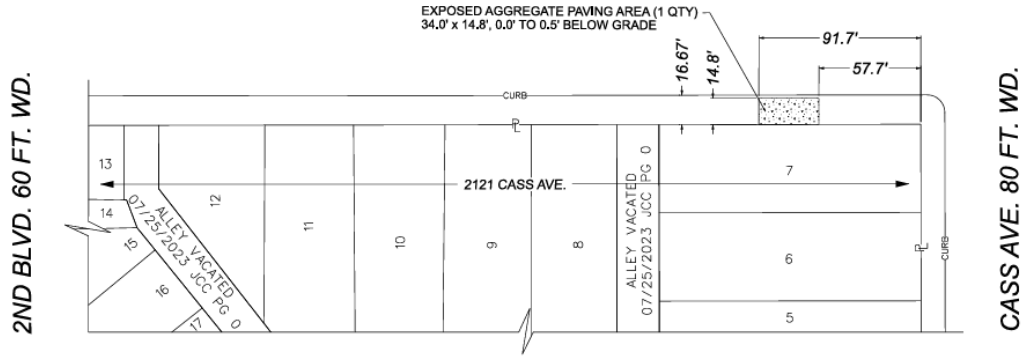
DRAWN BY	TS
DATE	01/13/2026
CHECKED	AP/LC
APPROVED	GE

**REQUEST ENCROACHMENTS
INTO WEST COLUMBIA ST.
AT 2121 CASS AVE.**

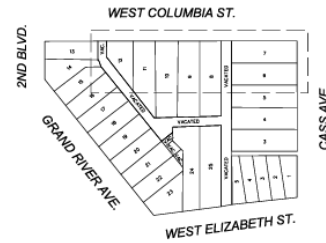
CITY OF DETROIT CITY ENGINEERING DIVISION MAPS & RECORDS BUREAU
JOB NO. 26-01
DRWG. NO. 02

MAP-26-01

WEST COLUMBIA ST. 60 FT. WD.



WEST ELIZABETH ST. 60 FT. WD.



- REQUEST ENCROACHMENT
(FOR AT-GRADE EXPOSED AGGREGATE PAVING AREA)

(FOR OFFICE USE ONLY)

DRAWN BY	TS
DATE	01/12/2026
CHECKED	AP/LC
APPROVED	GE

**REQUEST ENCROACHMENTS
INTO WEST COLUMBIA ST.
AT 2121 CASS AVE.**

CARTO 29 E

CITY OF DETROIT CITY ENGINEERING DIVISION MAPS & RECORDS BUREAU
JOB NO. 26-01
DRWG. NO. 03