

LIST OF PROPOSED COMMUNITY BENEFITS

I. Housing For Detroiters

1. Affordable Housing. Developer¹ shall enter into an affordable housing agreement (the “Affordable Housing Agreement”) with the City pursuant to which Developer shall offer to lease twenty percent (20%) of the residential units among the total unit count across the Residential Projects that are included in the Developer’s Transformational Brownfield Plan (“TBP”) and constructed as a part of the Future of Health Development as affordable units to individuals and families with mixed incomes, as follows and for a term of thirty (30) years: (i) ten percent (10%) of the affordable units will be reserved for individuals and families with incomes of not more than thirty percent (30%) of the area median family income for the Detroit-Warren-Livonia Metropolitan Statistical Area as published from time to time by HUD (“AMI”), based on family size, (ii) eighty percent (80%) of the affordable units will be reserved for individuals and families with incomes of not more than fifty percent (50%) of the AMI, and (iii) ten percent (10%) of the affordable units will be reserved for individuals and families with incomes of not more than seventy percent (70%) of the AMI.
2. Acceptance of Section 8 Vouchers: During the thirty (30) year term of the applicable Affordable Housing Agreement, Developer shall not unreasonably refuse to lease a dwelling unit offered for rent or otherwise discriminate in the terms of tenancy because any prospective tenant is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 USC §1437f), or any successor legislation. Such obligation shall be included within the Affordable Housing Agreement(s).
3. Housing Accessibility. During the period that the proposed projects are under construction (the “Construction Period”), with respect to the Residential Projects, Developer shall either hire (i) an architect for the project with experience in (x) compliance with the Americans with Disabilities Act (the “ADA”), (y) universal design for persons with disabilities and (z) prevailing best practices for accessibility and visit-ability; or (ii) a third-party consultant that specializes in (i)(x)-(i)(z) above, in order to consult on the design of the Residential Projects and related outdoor environments which are a part of the housing components of the Future of Health Development to make the housing components of the Future of Health Development accessible and usable by persons with disabilities beyond the minimum requirements imposed by the ADA, including concepts of universal design.
4. Home Repair Fund. Developer will make a donation of two million dollars (\$2,000,000) to a home repair fund selected by Developer in consultation with the NAC to be used for home repair expenses of qualifying owner-occupied homes within the Impact Area. Such

¹ “Developer” shall be defined as one or more of Palace Sports & Entertainment, LLC d/b/a Pistons Sports & Entertainment (the “Pistons”), Michigan State University (“MSU”), and/or Henry Ford Health (“HFH”).

donation shall be made in five (5) annual donations of four hundred thousand dollars (\$400,000), commencing within ninety (90) days of the start of construction of the first residential housing project, with a maximum spend of fifteen thousand dollars (\$15,000) per qualifying household. This two million dollar (\$2,000,000) donation shall be offset by Developer from, and credited towards, contributions that Developer would pay to the City as part of Developer’s voluntary compliance with Executive Order 2021-2.

5. Rental Assistance Fund. Developer will make a donation of five hundred thousand dollars (\$500,000) to a rental assistance fund selected by Developer in consultation with the NAC to be used for rental assistance for qualifying renters within the Impact Area. Such donation shall be made in five (5) annual donations of one hundred thousand dollars (\$100,000) commencing within ninety (90) days of the start of construction of the first residential housing project. This five hundred thousand dollar (\$500,000) donation may be offset by Developer from, and credited towards, contributions that Developer would pay to the City as part of Developer’s voluntary compliance with Executive Order 2021-2.

II. Finest Health Care For Detroiters

6. Expanded Hospital. As a part of the Future of Health Development, Developer shall expand the existing Henry Ford Hospital facilities, by designing and constructing the Expanded Hospital tower, which shall include new surgical rooms, an expanded emergency department, and private patient rooms.
7. New Research Center. As a part of the Future of Health Development, Developer shall build a state-of-the-art New Research Center.
8. Urgent/Fast Track Care Services. Developer shall design the Expanded Hospital in a manner that provides a separate and distinct Urgent / Fast Track space utilizing enhanced patient triage as a part of 24/7 provision of Urgent / Fast Track care. Developer will provide adjacent secured and designated parking for short-term patient requirements. This parking will be consistent with Developer’s parking policy at Henry Ford Hospital as it exists from time to time, which currently is to not charge patients for parking.
9. Behavioral Health Space. Developer shall design the Expanded Hospital in a manner that allows Developer to provide dedicated behavioral health space within the emergency department of the Expanded Hospital following construction completion.
10. Uncompensated Care. Developer currently realizes significant uncompensated care losses and shall absorb additional uncompensated care losses that will occur as a direct result of the Expanded Hospital.
11. Community Health Worker + Impact Area Senior Citizens. Developer shall provide a dedicated and trained community health worker (“CHW”) in the Impact Area, who will prioritize engagement with Impact Area senior citizens to educate, coordinate community

resources, and assist in navigating the healthcare system. The CHW will have an emphasis on providing assistance to licensed senior facilities, including, but not limited to Lexington Village.

12. Medical Resources for High Schools. Within ninety (90) days of the final approval of the TBP by the MSF, Developer shall provide one (1) cardiac kit, one (1) trauma kit and one (1) overdose medical emergency kit to each of Northwestern High School and University Prep. The provision of the kits shall be subject to applicable regulations, and any training and maintenance plans mutually agreed upon between Developer and each high school.
13. Primary Care Services. Developer shall develop and/or partner with a third-party organization to provide walk-up primary care services within the Impact Area at an existing location, PACE facility, Federally Qualified Health Center, or near the Expanded Hospital campus.
14. Community Fairs. Developer shall partner with City Council, the City of Detroit, and Developer-selected community groups to host a total of nine (9) community fairs each year during the Construction Period regarding health, education and/or available hospital resources. Developer shall host one of the nine (9) community fairs in each of the seven Districts and an additional two (2) community fairs in the Impact Area.
15. RYSE MED Program. Developer shall make reasonable efforts to provide students interested in health professions and research and who identify with underrepresented groups in these areas with support and resources.
16. Infant/Mother Mortality Resources. Developer will dedicate research and direct care resources to address infant/mother mortality issues.
17. Implicit Bias Training. As a part of Developer's employee training programs, Developer shall provide its full-time employees with implicit bias training.

III. Education & Career Opportunities Close to Home

18. Tuition-Free Scholarships. Developer shall make available a total of fifty (50), full-time, four-year, tuition-free scholarships to Michigan State University to qualifying seniors at University Prep and Northwestern High School over a period of ten (10) years commencing within one (1) year of the final approval of the TBP by the MSF.
19. Student Scholarship Competition and STEM Events. Developer shall engage with Detroit Public Schools to invite participation from high school students at Northwestern High School and University Prep in the Detroit Black History Month Scholarship competition and Detroit Pistons STEM and Tech Slam events hosted by the Pistons.

20. Trade Apprenticeships. During the Construction Period, Developer shall encourage Developer's trade partners to provide on-the-job training through apprenticeship programs with areas of focus including construction, medical, research and technology jobs.
21. Job Fairs. During the Construction Period, Developer shall host a job fair within the Impact Area twice per year to provide resources and information regarding open construction and permanent jobs within the Future of Health Development.
22. HBCU Pipeline. Developer will make reasonable efforts to create a partnership with Historically Black Colleges and Universities in order to create a pipeline of diverse, qualified candidates to healthcare positions within the City of Detroit to help increase the diversity of the workforce in Detroit and in the Future of Health Development.
23. Nursing Assistant Apprenticeship Program. Developer will operate the Henry Ford Health's Nurse Assistant Apprenticeship Program, which provides an opportunity for qualified individuals to enroll in the program and upon completion, get hired full-time at Henry Ford Health as a nurse assistant.
24. Educational Partners and Opportunities. Developer commits to work with Detroit Public Schools Community District, Michigan State University College of Education, Wayne County Community College, Henry Ford College, and Wayne State University to provide health, wellness and career pathway education opportunities, internships, mentorship opportunities and college application assistance for students within the Impact Area and the balance of the City of Detroit.
25. Medical Assistant Apprenticeship Program. Developer shall provide the opportunity for qualified candidates to participate in a one-year HFH medical assistant apprenticeship program, which provides paid on-the-job training and classroom learning opportunities.
26. Marvel in Medicine Program. Developer will continue the Marvel in Medicine Program during the Construction Period.
27. Healthcare Career Pathway Mentoring Program. Developer will provide mentoring opportunities for students in the Impact Area and the balance of the City of Detroit through the Healthcare Career Pathway Mentoring Program, which is a medical scholars program designed to increase diversity within the healthcare workforce exposing interested students from the City of Detroit to various healthcare professions through healthcare labs and ongoing mentoring and career coaching.
28. Ban-the-Box. Except where required by law, Developer will not inquire or consider the criminal convictions of an applicant to be an employee of Developer until Developer interviews the applicant or determines that the applicant is qualified.

29. Priority Review of Applications. To the extent permitted by applicable law and existing labor agreements, Developer shall provide a first-review priority for job applicants from the Impact Area zip codes, followed by a second-review priority for Detroit resident applicants, for temporary and permanent non-construction jobs created by the Future of Health Development.

IV. Community Building

30. Expanded Hospital and New Research Center Accessibility. During the Construction Period, with respect to the Expanded Hospital and the New Research Center, Developer shall either (i) hire an architect for the project with experience in (x) compliance with the Americans with Disabilities Act (the “ADA”), (y) universal design for persons with disabilities and (z) prevailing best practices for accessibility and visit-ability; (ii) hire a third-party consultant or partner with an individual or organization that specializes in (i)(x)-(i)(z) above, in order to consult on the design of the Expanded Hospital, the New Research Center and related outdoor environments which are a part of the Future of Health Development to make the Future of Health Development accessible and usable by persons with disabilities beyond the minimum requirements imposed by the ADA, including concepts of universal design.
31. Infrastructure Improvements. During the Construction Period and as a part of the Future of Health Development, Developer shall spend up to fifty-five million dollars (\$55,000,000) on the construction costs for on-site and adjacent infrastructure, rights-of-way and utility improvements, including roadway improvements, improved crosswalks, road resurfacing, streetscape improvements, and landscaping.
32. Virtual Information Website. Within ninety (90) days of the final approval of the TBP by the MSF, Developer will establish a virtual information website (“Information Website”) to provide (i) affordable housing information and assistance to prospective residents of the Future of Health Development, (ii) information on employment opportunities related to the construction and post-construction operation and management of the Future of Health Development, and (iii) periodic construction updates and major road closures related to the Future of Health Development. The Information Website will include contact information for the Developers where any questions, comments or concerns from the community may be directed. The Information Website will remain available to access for the duration of the Construction Period.
33. NW Goldberg Hoopfest. Developer shall sponsor the NW Goldberg Hoopfest through annual contributions of \$5,000 for three (3) years, with the first of such contribution to be made within one (1) year of the final approval of the TBP by the MSF.
34. Brilliant Detroit. Developer shall partner with Brilliant Detroit by providing a one-time financial contribution of two hundred thousand dollars (\$200,000) in order to support the rehabilitation and transformation of a home in the Impact Area into a community space

with programming for children, with such contribution to be made within one (1) year of the final approval of the TBP by the MSF.

35. Pistons Wheelchair Team. Developer shall provide a total financial contribution of seventy-five thousand dollars (\$75,000) over five (5) years (\$15,000 each year) to the Pistons Wheelchair Team, with the first of such contribution to be made within one (1) year of the final approval of the TBP by the MSF.
36. MoGo. Developer shall partner with MoGo in order to explore options for providing bike and mobility enhancements in the Impact Area.
37. Other Organizational Relationships. Developer shall explore opportunities to collaborate with Midnight Golf, Black Leaders Detroit, Black United Fund, Detroit Parent Network and Sobriety House during the Construction Period.
38. Community Micro-Grants. Developer shall provide three hundred thousand dollars (\$300,000) total (\$100,000 per census tract) in microgrants spread over fifteen (15) years for impact area organizations. A panel of community members representing each census tract will have the ability to nominate organizations for consideration and the funds shall be granted by Developer in consultation with Central Detroit Christian or another mutually agreed third party.
39. Community Event Sponsorship. Developer shall sponsor or support a total of ten (10) community events each year for a period of fifteen (15) years that are hosted by organizations headquartered in the following neighborhoods: NW Goldberg, Elijah McCoy, New Center, New Center Commons, Virginia Park, Virginia Park Community, Piety Hill, LaSalle Gardens and Tech Town. Developer's sponsorship or support of such community events is contingent upon Developer receiving such requests from the community organizations in a reasonable time for Developer to commit to such sponsorship or support thereof.
40. Small Business Plan. Within six (6) months of the final approval of the TBP by the MSF and execution of the final TBP Reimbursement Agreement, Developer shall create a small business plan ("Small Business Plan") to promote local, Impact Area businesses to visitors, patients, contractors, residents and employees of the Future of Health Development. The Small Business Plan shall include Developer strategies to support existing or planned outdoor community events taking place in the Impact Area, which focus on creating awareness for such small businesses. In connection with such Small Business Plan, Developer shall prioritize the use of local small businesses for Developer's needs throughout the Construction Period and Developer shall select at least one (1) small business in the Impact Area in which Developer shall feature such small business's products in its giftshop and/or store during the Construction Period.

41. Security. Developer shall install security cameras and blue light phones throughout the Future of Health Development, consistent with the overall design and site plan for the Future of Health Development.
42. Environmental Design. Developer shall make reasonable efforts to meet or exceed industry-specific LEED standards applicable to each project at the time each project within the Future of Health Development is designed; provided that nothing contained herein shall obligate Developer to pursue any official LEED or other environmental certification. Developer shall deliver a report to CRIO describing Developer's compliance with applicable industry LEED standards within ninety (90) days of receipt of a certificate of occupancy for each applicable project.
43. Storm Water Management. Developer shall make reasonable efforts to incorporate underground storage, detention and environmentally conscious stormwater mitigation and management designs into the site plans of the Future of Health Development.
44. Construction Parking. During the Construction Period, Developer shall seek to address the parking needs of neighborhood residents and the Future of Health Development by (i) accelerating the commencement of construction of the new South Campus 1,500 space parking garage by three years, which shall be designated to include use for contractor parking, or (ii) designating a surface parking lot for use for contractor parking.
45. Traffic Routing and Planning. Developer shall commission a traffic study to determine the traffic impacts of the Future of Health Development on the impact area during the Construction Period and after completion of the Future of Health Development and to design solutions to traffic concerns within the impact area. Developer shall also use the results of the traffic study, in partnership with the City of Detroit and other applicable public partners, to inform the overall site master planning of the Future of Health Development and to advocate for roadway and other improvements from the public partners.
46. Environmental Mitigation. Prior to any building demolition, Developer will engage with a third-party company to provide an environmental assessment on the building and will pursue clearance from such company that the applicable building is safe to demolish before any demolition begins. Developer will also engage with a third-party company to monitor air quality and vibration monitoring throughout the demolition process and shall make reasonable efforts to reduce airborne particles, noise and vibration during demolition. Where possible, Developer shall make reasonable efforts to direct contractors to use noise mitigating scrubbers on construction equipment.
47. Fairbanks School Development Plan. Within twelve (12) months of the final approval of the TBP, Developer shall make reasonable efforts and shall use feedback and input from the Henry Ford Health Community Advisory Council and the community through a public

community meeting of which prior notice will be provided to community members living near Fairbanks School, to pursue a viable redevelopment plan for Fairbanks School that is consistent with the 5 pillars of this CBO process.

48. Greenspace. In connection with the construction of the Expanded Hospital, Developer shall build approximately five (5) acres of greenspace near the Expanded Hospital, which, except for special/private events, shall be free and open to the public.
49. Bird Friendly Glass. Developer, through its architect and other applicable consultants, shall make reasonable efforts to design and construct the Expanded Hospital using use bird-friendly glass and design.
50. Light Pollution. Developer, through its architect and other applicable consultants, shall make reasonable efforts to mitigate the amount of light pollution created by the Expanded Hospital by using directional lighting sources, appropriate backlighting and lighting fixtures that reduce the amount of light thrown into adjacent properties.
51. Business Spend. If permitted by applicable law, Developer shall make reasonable efforts to procure, or cause to be procured, one hundred million dollars (\$100,000,000) of goods and services from historically disadvantaged businesses, women-owned businesses, Detroit-Based Businesses, Detroit-Based Small Businesses, Detroit Headquartered Businesses and Detroit-Resident Businesses, each of the foregoing capitalized terms having the same definition as in Chapter 23 of the 2019 Detroit City Code and being certified by CRIO.
52. Executive Order Compliance. Developer will make reasonable efforts to cause City of Detroit residents to perform at least fifty-one percent (51%) of the hours worked on construction of the Future of Health Development in accordance with and otherwise comply with the requirements of Executive Order 2021-2.

V. Additional Benefits

53. Clearing and Improving Alleys. The City, through its General Services Department, will perform alley clean up to clear legacy overgrowth and debris from existing public alleys in the Impact Area (which have not been vacated), including from all eight (8) alleys in the Impact Area which were not previously cleared by the City in 2021.
54. Renovation of Williams Recreation Center. The City will spend approximately one million three hundred thousand dollars (\$1,300,000) to perform renovations to the Williams Recreation Center and Park to make entryway improvements, various interior improvements, gymnasium improvements, parking repairs, and electrical and mechanical upgrades to the recreation center and upgraded playground and fitness equipment at the park.

55. Additional Programming at Williams Recreation Center. The City, through its General Services Department, will spend at least \$100,000 per year for the next ten (10) years on programming at the Williams Recreation Center. The City will perform surveys at least annually to gather community input on programming needs of residents and design programming to be responsive to resident needs.
56. Creation of Additional Greenspace and Community Engagement. The City, through its General Services Department, will host at least two community listening sessions about desired greenspace improvements in the Impact Area in 2024. The City is currently working to acquire land at the north-east corner of W. Grand Boulevard and Rosa Parks Boulevard for a public park. The improvements and programming at such park will be designed to address the desires of the community solicited in such listening sessions.
57. Emergency Contact to Improve Safety. The City will request that the Downtown Detroit Partnership install an informational kiosk with a dedicated police call button in the Impact Area, with the exact location to be identified following community engagement by the Department of Neighborhoods.
58. Improving Viaducts. The City, through its Department of Public Works, will repair, repave, and resurface broken public sidewalks at the Second and Third Street viaducts. The City will request and encourage property owners adjacent to Second and Third Street to repair structural conditions of the railroad bridge and retaining walls.
59. Rerouting Busses around Construction. The City, through its Department of Transportation, will re-route busses as needed to ensure consistent service around the proposed construction for the Future of Health Development. All reroute information will be posted on DDOT’s website. Reroute information will also be communicated in response to customer inquiries through the Customer Services Center.
60. Improve Bus Stops. The City, through its Department of Transportation, will identify two (2) bus stops along Grand Boulevard near the proposed Future of Health Development for inclusion in future procurements for new or replacement bus shelters. Any future shelter construction would be incorporated into a regular DDOT shelter procurement, coinciding with or subsequent to completion of the Expanded Hospital, subject to obtaining all necessary state and federal approvals, and subject to the cooperation of the Developer in restoring the prospective sites to DDOT/ADA specifications when construction in the right-of-way is complete. Residents are encouraged to report any concerns regarding bus station cleanliness or repair through the “Improve Detroit App”. DDOT recently added a “Bus Shelter” category to help expedite maintenance and repair of bus shelters when issues arise.
61. Small Business Support. The City shall direct the Detroit Economic Growth Corporation, for a period of not less than five (5) years, to support small businesses located within or

attempting entrance into the Impact Area (i) by providing technical assistance through the by District Business Liaisons and the Motor City Match program, including both quarterly workshops focused on retail and restaurants to highlight best practices, address regulatory challenges, and help program participants access funding as well as technical assistance awards, (ii) by funding, through Motor City Match, at least one Motor City Match cash awards of at least \$250,000 to new and existing businesses in the impact area, and (iii) designating a real estate manager at the DEGC to support small and emerging real estate developers to develop and rehabilitate commercial and mixed use projects in the Impact Area and serve as a central point of contact for facilitating introductions to real estate financing sources and providing tools and strategies for development within the Impact Area.

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