

EXHIBIT A

DEVELOPER COMMUNITY BENEFITS

A. Communication

1. Within 60 days of the approval of this Community Benefits Agreement, Developer will establish an informational website for the Project (the “Informational Website”) for communicating construction and development details to residents of the Impact Area. Developer will provide reasonable advanced notice of any anticipated road closures, detours, or traffic rerouting due to construction of the Project on the Informational Website.
2. Developer will establish a phone number where residents of the impact area can contact the Developer directly to raise questions or concerns during the construction period.
3. During the construction period, Developer will designate a central contact person to communicate updates on the Project to residents of the Impact Area.
4. Developer will host quarterly meetings open to residents of the Impact Area and other interested Detroit residents to provide updates on the Project and discuss any resident concerns. Notices for such meetings will be provided two weeks in advance through the Informational Website and to any e-mail contact or physical address provided to Developer of the company responsible for management of the Riverfront Towers and Hotel Fort Shelby.

B. Construction

5. Developer will establish truck routing for construction vehicles for the Project and will communicate any traffic routing to residents of the Impact Area through the Informational Website.
6. Developer will notify all contractors not to park on the street.
7. Developer will plan construction to avoid starting site work or construction work on the building exterior prior to 8:00 a.m. on Saturdays and Sundays, but acknowledges that occasional early starts on weekend work may be necessary. Developer will use its best efforts to provide 48-hour advanced notice of any construction work occurring on a Saturday or a Sunday through the Informational Website.
8. Developer will install a 15' tall temporary fence between the Residences at Water Square and the hotel and a standard 6' temporary fence on all other site perimeters. All temporary fencing shall have windscreen fabric to aid in controlling dust.
9. Approximately once per week while site work or exterior construction is ongoing at the Project site, Developer will (a) provide a water truck to spray water on all grad areas to control dust, and (b) clean streets adjacent to the project. Developer will provide additional street sweeping as needed while site work is ongoing.
10. During the construction period, Developer will provide a metal, mud track-off mat that will be located at both gate locations for trucks to drive over before leaving the site to “shake off” any loose mud/dirt prior to leaving the construction site.
11. Quarterly while site work or exterior construction is ongoing at the Project site, Developer will spray calcium chloride on all dirt/gravel areas to aid in dust control.
12. Developer will utilize dumpster covers to help control levels of stray debris and contaminants when the dumpsters are not in use for long periods of time.
13. Developer will use best efforts to provide at least 48-hour advance notice of any planned utility shut-offs occur via the Informational Website.

14. During the construction period, Developer will adopt and implement a pest control plan and will share such pest control plan with the NAC prior to commencement of construction.

C. Design and Landscaping

15. Developer will construct a public park on the Project site between the hotel and residences. The park shall include small maintained doggie stations with waste bags and trash cans.

16. Developer will, to the extent legally permissible, name the park after Joe Louis and will incorporate a sculpture or mural of Joe Louis that illustrates the significance of the former Joe Louis Arena site.

17. Developer will partner with City Walls or other Detroit artists or Detroit-based artist organizations to provide all artwork in the pocket park, and at least 50% of the art in the pocket park will be procured from historically disadvantaged persons.

D. Employment and Education Opportunities

18. Commencing in 2024 and continuing for five years, Developer will provide five, \$10,000 post-secondary scholarships (for a total of \$250,000) to current or recent students who live in District 6, with a prioritizing for students who are planning to attend school or training for construction or hospitality fields. Developer will coordinate with high schools serving District 6 to publicize and award such post-secondary scholarships.

19. Developer will arrange at least two meetings between Detroit at Work and hotel operator with the goal of connecting Detroiters to full time hotel employment. Developer will request the hotel operator to use Detroit at Work as a resource for hiring Detroit job-seekers of all ages.

20. Developer will comply with Executive Order 2021-2 regarding Detroit workforce hiring on publicly funded construction projects.

21. Developer will allow and request contractors to use apprentices on the Project Site.

22. Commencing in 2024 and continuing for five years, Developer will donate \$20,000 annually (for a total of \$100,000) to internship programs providing opportunities for Detroit youth such as Grow Detroit's Young Talent.

23. Developer shall make reasonable efforts to procure, or cause to be procured, thirty percent (30%) of the total hard costs of the Project from Detroit-Based Businesses, Detroit-Based Small Businesses, Detroit Headquartered Businesses or 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. Developer shall, to the extent permitted by Applicable Law, have a target to procure, or cause to be procured, at least ten million dollars (\$10,000,000) of goods and services from disadvantaged businesses.

E. Retail

24. Developer will prioritize and make reasonable efforts to recruit a well-qualified, Detroit-based, and historically disadvantaged restaurant operator to lease and operate the restaurant space at the Project that will be under Developer's control.

F. Accessibility, Mobility, and Traffic

25. Developer will contribute \$20,000 annually for five years (for a total of \$100,000) to a charity or nonprofit organization within the Corktown Neighborhood that the NAC selects, which the NAC shall select by December 1, 2024.

26. Developer will arrange the route for valet parking, queuing, and circulation to travel directly to and from parking leased by Developer at Huntington Place (or other future parking locations leased or owned by Developer) and minimize traffic on Steve Yzerman Drive and W. Jefferson Avenue.

27. Developer will ensure that the accessible rooms shall be dispersed across all room types and classes within the hotel, including both high and low floors, and all view options. Developer will include bathtubs in at least some of the designated accessible rooms.

28. Developer will ensure that the hotel entrance doors shall have automatic opening sensors and are accessible to persons with disabilities.

29. Developer will ensure that the Project includes at least one public restroom equipped with an automatic opener and one public single person “family” restroom in the publicly accessible areas of the Hotel.

G. Sustainability and Environment

30. Developer will incorporate the following environmental design materials and practices into the construction of the Project: (a) low VOC paints and adhesives (b) high efficiency glass systems, and insulation exceeding energy code, to minimize solar heat gains, (c) roofing systems that meet and exceed energy code requirements, (d) Energy efficient chillers which will draw Detroit River water for cooling and eliminating large, power-drawing cooling towers on the roof, (e) LED light fixtures to greatly reduce power consumption as well as occupancy sensors to turn on/off lights when not in use, (f) a food service BioDigester which minimizes food waste and reduces the carbon footprint of the Site.

31. Developer will adopt on-site stormwater management practices in accordance with the City of Detroit Post-Construction Stormwater Ordinance including collecting surface and roof rainwater and removing, as reasonable, “total suspended solids” prior to release into the Detroit River, separated sanitary flow for isolated discharge into the City’s sewers, and construction green spaces to decrease impervious areas, reduce heat island and runoff effects, and promoting water infiltration and irrigation.

32. Developer will provide enough electric vehicle chargers at the Porte Cochere to meet demand for use by hotel guests, residents, and other visitors at Water Square, and will evaluate the need for additional electric vehicle chargers on an annual basis.

H. Community Investment

33. Commencing in 2024 and continuing for five years, Developer will contribute \$20,000 annually (for a total of \$100,000) to organizations & services that specialize in benefitting the unhoused individuals and families such as HAND, Detroit Rescue Mission, Covenant House, Cabrini Clinic, Pope Francis Center, Cass Community Services, or other similar organization to be determined in consultation with the NAC, to be identified prior to December 1, 2024.

34. Commencing in 2024 and continuing for five years, Developer will contribute \$20,000 annually (for a total of \$100,000) to organizations who provide services or shelter to victims of domestic violence and human trafficking, with the specific organization to be determined in consultation with the NAC, to be identified prior to December 1, 2024.

I. People Mover

35. Developer will donate \$500,000 to the Detroit Transportation Corporation (“DTC”) which shall be used specifically for upgrades and improvements to the West Riverfront Station pursuant to a grant agreement between Developer and the DTC, and which the DTC will use to leverage its applications for state or federal funding grants for additional upgrades to the West Riverfront Station. The grant agreement shall provide that DTC shall submit such grant applications no later than December 31, 2024, and have until December 31, 2025, to secure such additional state or federal grant funding, after which the \$500,000 donation and any such grant funding shall be used to perform station improvements on the West Riverfront Station, including priority improvements identified by the NAC, as diligently as possible thereafter.

CITY COMMITMENTS

A. Streetscape Improvements in the Impact Area

1. The City, through its Department of Public Works (“DPW”), as part of the construction of the Ralph C. Wilson Centennial Park, will redesign the intersection of W. Jefferson Avenue and Rosa Parks Boulevard to reduce speed and make traffic more pedestrian friendly on West Jefferson. Such street redesign will be completed within a year following the construction of the Hotel at Water Square.

2. The City, through DPW, will re-align and reduce traffic lanes on W. Jefferson and install bike lanes on W. Jefferson to improve pedestrian and cyclist safety within one year of completion of the Hotel at Water Square.

3. The City, through DPW, will replace broken sidewalks from the parking structure for the Riverfront Towers to Steve Yzerman drive, and will widen sidewalks where possible, given limits of the current size of the public right of way and multiple support columns. Such repairs will be performed within one year of completion of the Hotel at Water Square.

4. The City recently resurfaced portions of W. Jefferson which are asphalt, and will perform permanent concrete repairs the ramps from W. Jefferson to M-10, to the extent the City has jurisdiction over such roads. Such repairs will be performed within one year of completion of the Hotel at Water Square. Between the Effective Date of this Agreement and the date that DPW performs such permanent concrete repairs, DPW will make temporary repairs to any potholes on said ramps from W. Jefferson to M-10.

B. Park and Green Space Improvements

5. The City, through GSD, will repair deteriorated concrete riverwalk sidewalks in front of Steve Yzerman Drive and perform tree maintenance the area before the end of Summer 2024.

C. Detroit People Mover:

6. The City will authorize the Detroit Transportation Corporation to spend up to \$500,000 in any unspent funds included in any capital funds requests between the date of this Agreement and December 31, 2026 on upgrades and improvements to the West Riverfront Station.

D. Small Business Support

7. The City will direct the Detroit Economic Growth Corporation to support small businesses located within or attempting entrance into the Impact Area (a) by providing technical assistance through the by District Business Liaisons and the Motor City Match program over a period of five years, including quarterly workshops focused on retail and restaurants to highlight best practices, address regulatory challenges, and help program participants access funding as well as technical assistance awards, (b) by providing, through Motor City Match, awards of at least \$50,000 per year to new and existing businesses in the impact area over the next five years.