

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2899374
 STANDARD PO NUMBER
 CHANGE ORDER #
 REVISION
 REVISION

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> DEED <input type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT POLICE DEPARTMENT
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY % OTHER REVENUE	DEPARTMENT CONTACT PERSON CAPTAIN SALANO	PHONE NO. 313-269-6258
CONTRACTOR'S NAME: COMERICA BANK CORPORATION		DATE PREPARED
CONTRACTOR'S ADDRESS: 3701 HAMLIN RD AUBURN HILL, MI 48326	ENGINEER'S ESTIMATE <input type="checkbox"/> REVENUE CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$ TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$	
PHONE NO. 248-371-4516	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 421741646		MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO
PURPOSE OF CONTRACT: LEASE OF AUTOMATED TELLER MACHINES IN SEVERAL POLICE PRECINCT AND DENTENTION CENTER 1050-370590-000000-474100-00119-000000-00000		
CHARGE ACCOUNT:		

DETROIT DETENTION

APPROVED

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
NOV 29 12:29 REQUESTING DEPARTMENT OFFICE OF THE CHIEF BUDGET OPERATIONS	 AUTHORIZED DEPARTMENT REPRESENTATIVE	12/4/2014 1720 hrs
DEC - 8 2:08 BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 BUDGET DIRECTOR OR DEPUTY	14 DEC 18 AM 10:32 DEC 15 2014
GRANT MANAGEMENT SECTION <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	GRANT ACCOUNTANT	
DEC 16 2014 FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 FINANCE DIRECTOR OR DEPUTY	12/16/14
LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	 CORPORATION COUNSEL	12/17/14
PURCHASING DIVISION RECEIVED DEC 16 2014	 PURCHASING DIRECTOR	

CITY OF DETROIT CONTRACTS SECTION APPROVAL JCC REFERENCE: PAGE _____ DATE _____

FR APPROVAL FEB 23 2015

(IC) FEB 03 2015

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: February 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

Reported by Internal Operations Committee

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL
Submitted in the List for January 27, 2015; Referred to the Adjourned Session
Correction submitted to the term and contract amount; Approved with **WAIVER**.

Reported by Public Health and Safety Committee

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.

One contract was Reconsidered at the Session of February 3, 2015, that was approved at the Adjourned Session of January 29, 2015

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Request to Reconsider by Council Member Scott Benson; Reconsideration Approved;
Vote to consider the Contract **POSTPONED** 1 Week.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Internal Operations Committee:

No Contracts Reported

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Reported by the Planning and Economic Development Committee:

2892521, Amend. Corporate F.A.C.T.S. No. Increase to \$2,135,137 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Includes corrections submitted Jan. 30, 2015.

2899854 Detroit Economic Development Corp. \$255,000 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

2899858 Detroit Economic Growth Corp. \$865,837 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

Reported by the Public Health and Safety Committee:

2901177 Walker's Heating & Cooling \$149,861.61 TRANSPORTATION
Submitted in the List for the Week of December 15, 2014.

2897760 Automotive Media d/b/a IM Branded \$33,833 FIRE
Submitted in the List and Referred January 13, 2015.

2899374, Revenue Comerica Bank Corp. Est. Revenue not indicated POLICE
Submitted in the List and Referred January 13, 2015.

2900062 (MiDeal) – Motorola Solutions \$7,500,000 QOL POLICE
Submitted in the List and Referred January 13, 2015.

2899331 CTT Equipment \$147,200 TRANSPORTATION
Submitted in the List and Referred October 28, 2014; Approved November 12, 2014 for \$135,200;
Correction to Cost, for \$147,200, Referred January 13, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: *continued*

2901820	Crestline Specialties	\$54,000	TRANSPORTATION
	Submitted in the List and Referred January 20, 2015.		
2821497,Ext.	PIE Management (IT services)	No +\$ to \$5,000,000	ADMIN.HEARINGS
	Submitted in the List and Referred January 20, 2015.		
2900137	Detroit Building Authority	\$240,000	AIRPORT
	Submitted in the List and Referred January 20, 2015.		
2900804	Booth Research Group (Promotion Exams)	\$226,000	POLICE
	Submitted in the List and Referred January 20, 2015.		
86955	Tiffany Perry (Victims Assist.Advocate)	\$36,400	POLICE
	Submitted in the List and Referred January 20, 2015.		
2901724	AIS Construction Equipment	\$165,200	PUBLIC WORKS
	Submitted in the List and Referred January 20, 2015.		

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

No Contracts Referred

Referred to Neighborhood and Community Services Committee

No Contracts Referred

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee

2893571,Ext.	Det.Rescue Mission Ministries	PLANNING & DEVELOPMT.
2893809,Ext.	Cass Comm. Social Services	PLANNING & DEVELOPMT.
2893819,Ext.	Operation Get Down	PLANNING & DEVELOPMT.

Referred to Public Health and Safety Committee

No Contracts Referred

The following items have been HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee

2877416,Chg.	Computech Corporation	+ \$1,015,562.67 to \$2,700,562.67	HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry			
2877420,Chg.	FutureNet Group	+ \$1,117,011.10 to \$2,802,011.10	HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry			
2903277	American Society of Employers	\$10,270	HUMAN RESOURCES
Submitted in the List and Referred January 27, 2015.			
2903278	Magnet Consulting	\$373,830	HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.			
2903279	Polaris Assessment Systems	\$227,997	HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.			
2903280	Right Management	\$405,000	HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.			

Public Health and Safety Committee

2901532	Detroit Building Authority (St. Maint.Build.)	\$4,500,000	PUBLIC WORKS
Submitted in the List and Referred January 13, 2015; Question about new construction.			

CONTRACT #2899374

DEPARTMENT Police

[] WAIVER

AGENDA DATE _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Comerica Bank Corporation

CONTRACTOR

ADDRESS:

3701 Hamlin
Auburn Hills Mi. 48326

**WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:**

Request For Proposal (RFP) # _____
Request For Quotes (RFQ) # _____
Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why:

PROJECT:

TYPE OF FUNDING:

AND%:

CONTRACT AMOUNT: REVENUE _____

CONTRACT PERIOD: Five (5) years upon Council's Approval.

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Lease of Automated Teller Machines in Police Precincts and the Detroit Detention Center

REASON FOR DELAY: _____

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: December 8, 2014 Department: Police Division: Grants and Contracts

Dept Head/Contact Person: Tina Tolliver Phone No.: 313-596-1922

Description: Lease Agreement for Automated Teller Machines in Police Precincts and the Detroit Detention Center Contract No.: _____ PO Type: Prof Svc - CPO #2899374 Est. Value: REVENUE

Contract Term (if applicable): Five (5) years upon council's approval

Funding: City 100% State % _____ Federal _____ % Other: _____ %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Comerica Bank Corporation Required Date: upon council's approval

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: _____

Consequence of not buying: _____

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

6. The business being awarded is RENEWAL OF EXISTING CONTRACT

If #6 is a renewal provide justification for renewal: _____

If #6 is a increase/decrease does this represent:

Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

01/11/12

Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

8. Is this a service that can be performed by City employees? Yes No

Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: 

DATE: December 8, 2014

INFORMATION PROVIDED BY: Otis Milhouse

TITLE: Police Officer

PHONE NO. 596-1922



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Comerica Bank

E-MAIL ADDRESS: LDTurner@comerica.com

CONTACT NAME: LaJeanna Turner PHONE: (313) 222-3404 FAX: (313) 222-3900

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
individual or
Company Name Comerica Bank
Address 411 W. Lafayette - MC3354

City Detroit

State MI Zip Code 48226

Telephone (313) 222-3404 Fax # (313) 222-3900

E-mail Address LDTurner@comerica.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) <u>La. Jeanna Turner, VP</u>	Telephone # <u>(313) 222-3404</u>
Employer Identification or Social Security Number <u>42-1741646</u>	Fax # <u>(313) 222-3900</u>
	Spouse Social Security Number

Nature of Contract RFQ BID CONTRACT AMOUNT (if known):
Automated Teller Services Labor: \$ _____ Material: \$ _____
Contract # (if known) 48138

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
- Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
- Were you employed during the last seven (7) years? Yes No
- Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
- Will the company have employees working in Detroit? Yes No
- Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes No Signature LUCRETIA JENNINGS Date JUN 21 2014 Expires JUN 21 2015

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.

**PURCHASING DIVISION
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections
Purchasing Vendor
128 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract ATM Services
Contract Amount @ Rent

Business Type: Corp Partnership Sole Proprietorship Personal Services

Business Name Comerica Bank a Texas banking association

Business Address P.O. Box 75000, Detroit, MI 48275

Ward/Item # 1717 Main Street, Dallas, TX 75201

F.I.D. NO. 42-174-1646

City Personal Property I.D. # Not Applicable (per Annette Smith)

Owner(s) Name _____

Owner(s) SS# _____

Contact Person Barbara Tardiff

Phone Number 248-371-4516

Fax Number 248-371-4643

Owner(s) Home Address _____ Lease Own

Please do not write below this line for department use only.

Real Property	Special Assessment	Personal Property	Other Receivable
<input checked="" type="checkbox"/> Approved			

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

Comments: _____
Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Annette Smith
Signature (City of Detroit)

JUL 28 2014
Date

JAN 15 2015
Expiration Date

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract Is Awarded)

I, being a duly authorized representative of Comerica Bank, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) 48138

Duration of Covenant July 2014 to July 2019

Printed Name of Contractor/Organization Comerica Bank
(Type or Print Legibly)

Contractor Address Detroit MI 48
(City) (State) (Zip)

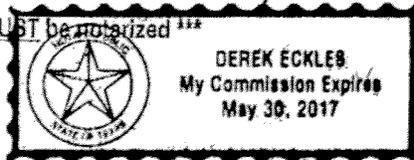
Contractor Phone/E-mail 248-371-4516 | bbtadiff@comerica.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Danny Sanchez - SVP Employee Relations Director

Signature of Authorized Representative: [Signature]

Date: July 23, 2014

Signature of Notary: [Signature]
Printed Name of Seal of Notary: Derek Eckles
My Commission Expires: 05/30/2017



FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: 7/11/14 Received by: Chris Miller, E Title: Police Officer

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

10/10/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME CONTACT PERSON AND ADDRESS: Willis of Texas, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	PHONE (A.C. No. Ext): 877-945-7378	COMPANY NAME AND ADDRESS Factory Mutual Insurance Company 15303 Dallas Parkway Suite 1050, LB 84 Dallas, TX 75240	NAIC NO: 21482-001
FAX (A.C. No): 888-467-2378	E-MAIL ADDRESS: certificates@willis.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID#:	SUB CODE:	POLICY TYPE Property	
NAMED INSURED AND ADDRESS Comerica, Inc. Attn: Risk Management 1717 Main Street 3rd Floor Dallas, TX 75201	ADDITIONAL NAMED INSURED(S)	LOAN NUMBER	POLICY NUMBER JV943
		EFFECTIVE DATE 08/01/2014	EXPIRATION DATE 08/01/2016
		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL	Value Per Location
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COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$	PER LOC	DED: \$150,000
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	YES NO N/A	If YES, LIMIT: Actual Loss Sustained; # of months:
BLANKET COVERAGE		If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X	Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		
IS DOMESTIC TERRORISM EXCLUDED?		
LIMITED FUNGUS COVERAGE		If YES, LIMIT: DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X
REPLACEMENT COST	X	
AGREED VALUE		X
COINSURANCE		X
EQUIPMENT BREAKDOWN (If Applicable)	X	If YES, LIMIT: \$300,000,000 DED: \$50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X
- Demolition Costs	X	If YES, LIMIT: \$300,000,000 DED: \$150,000
- Incr. Cost of Construction	X	If YES, LIMIT: \$300,000,000 DED: \$150,000
EARTH MOVEMENT (If Applicable)	X	If YES, LIMIT: \$25,000,000 DED: \$250,000
FLOOD (If Applicable)	X	If YES, LIMIT: \$100,000,000 DED: \$500,000
WIND / HAIL (If Subject to Different Provisions)	X	If YES, LIMIT: \$300,000,000 DED: \$50,000
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE		
NAME AND ADDRESS City of Detroit Finance Department Purchasing Division, Room 1008 Coleman A. Young Municipal Center Detroit, MI 48226		AUTHORIZED REPRESENTATIVE

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

Remarks

Re: Comerica Bank located at 3701 Hamlin Road, Auburn Hills, MI 48326

Lease agreement by and between the City of Detroit and Comerica Bank Corporation for the purpose of installing, operating, maintaining, and managing automated teller machines at 6 certain Police Precincts and the Detroit Detention Center.

HIRING POLICY COMPLIANCE AFFIDAVIT

I, Kristin M Impastato, being duly sworn, state that I am the Talent Acquisition Operations Manager, VP of Comerica Bank.

Title

Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of *Article V, Division 6* of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof, including all exceptions related to obligations to conduct criminal background checks on applicants for positions where there is a statutory duty to do so.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Kristin Impastato

Title: Talent Acquisition Operations Manager Date: 4/25/14

STATE OF Michigan

COUNTY OF Oakland

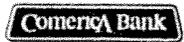
The foregoing Affidavit was acknowledged before me the 25 day of June, 2014, by Kristin Impastato.

Cynthia M

Notary Public, County of Wayne

State of Michigan

My commission expires: 08/01/2017



Comerica Bank

P.O. Box 75000
Detroit, Michigan 48275

RE: City of Detroit Hiring Compliance Affidavit

"Due to the nature of our business as a Banking and Financial Institution our pre-screen questions concerning criminal activity are required."

Regards,

Kristin Impastato, Vice President, Talent Acquisition Operations
Managerkmimpastato@comerica.com | Office 248-647-1429



It's what you get from 160 years of banking experience.



To find a career suited to your skill set, select a job area from the list below. You may narrow your selection further by choosing a location or entering a keyword.

Welcome. You are not signed in.

[Job Search](#)

New User Registration

Please take a few moments to register. You will need this information to access your account in the future.

Mandatory fields are marked with an asterisk.

*User Name

*Password

*Re-enter Password

CONFIDENCE
It's what you get from 160 years of banking experience.

To find a career suited to your skill set, select a job area from the list below. You may narrow your selection further by choosing a location or entering a keyword.

Welcome. You are signed in. | [My Account Options](#) My Job Cart (0 items) | [Sign Out](#)

[Job Search](#) [My Jobpage](#)

Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird** (Job Number: 1402544) Step 2 out of 11 | [Print/Email](#)

Personal Information
 Questionnaire - Part 1
 Questionnaire - Part 2
 Work Experience
 Education
 Certification
 Attachments

Personal Information

Source Tracking

Please indicate how you heard about this job.

* Source Type

Select One...

Personal Information

Please enter all relevant personal information in the fields below.

Anonymous Job Submission

Prefix

*First Name

Middle Name

*Last Name

Please enter your full legal name as stated on your Social Security card.

Suffix

*Street Address (line 1)

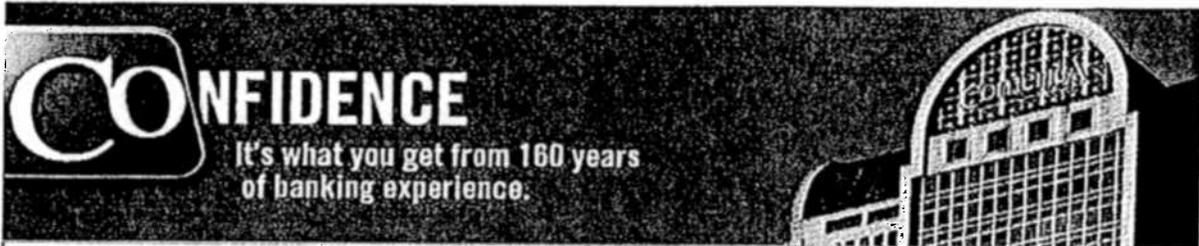
Address (line 2)

*Place of Residence

Country
Not Specified

*City

*Zip/Postal Code



CONFIDENCE
It's what you get from 160 years of banking experience.

To find a career suited to your skill set, select a job area from the list below. You may narrow your selection further by choosing a location or entering a keyword.

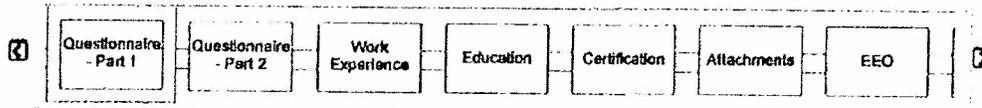
KTest | Test, you are signed in. | My Account Options

My Job Cart (0 items) | Sign Out

[Job Search](#) [My Jobpage](#)

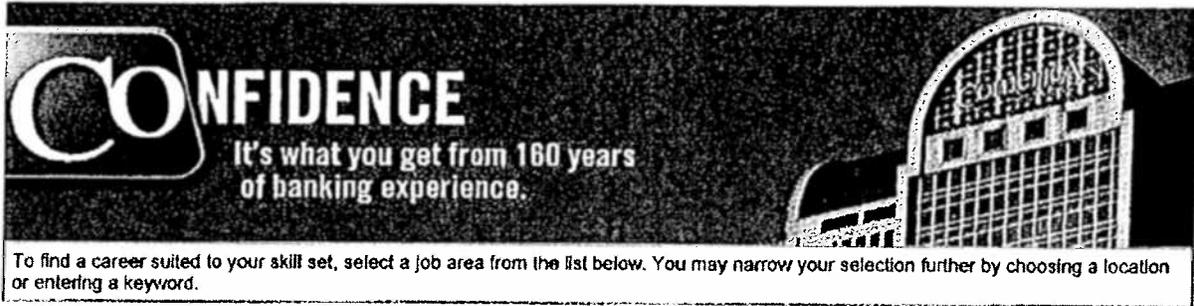
Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird**
(Job Number: 1402544)

Step 3 out of 11 | [Print/Email](#)



[Save and Continue](#) [Save as Draft](#) [Quit](#)

Page 1 out of 3



CONFIDENCE
It's what you get from 160 years of banking experience.

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Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird** Step 3 out of 11 | [Print/Email](#)
(Job Number: 1402544)

Progress bar: 1 Questionnaire - Part 1 | Questionnaire - Part 2 | Work Experience | Education | Certification | Attachments | EEO 11

[Save and Continue](#) [Save as Draft](#) [Quit](#) Page 2 out of 3



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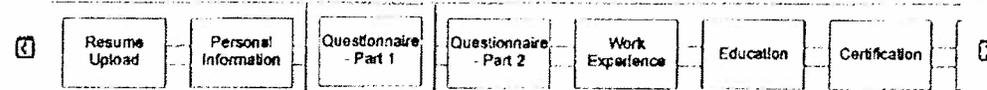
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Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird**
 (Job Number: 1402544)

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Questionnaire - Part 1

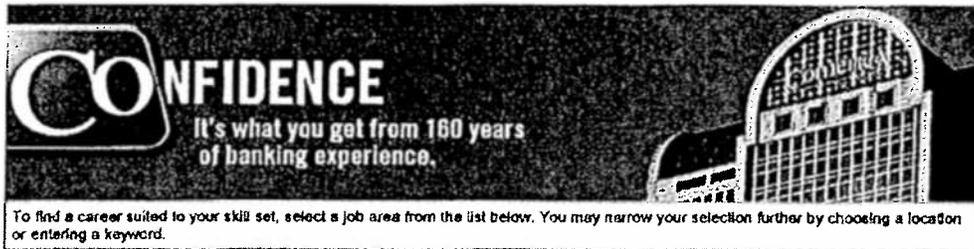
Questionnaire

To help us better know you and further assess your qualifications for this position, please answer the following questions as accurately as possible.

*11. Have you ever worked or do you have a relative working for Ernst & Young?

*12. If arrested, have you avoided prosecution/conviction of any of the crimes involving theft, fraud, breach of trust, money laundering, dishonesty, illegal manufacture, sale, distribution or trafficking of controlled substances by entering a program which involved the suspension or eventual dismissal of charges or criminal prosecution against you in exchange for your agreement to enter treatment, rehabilitation, restitution, community service or any other noncriminal alternatives?

*13. If arrested, have you avoided prosecution/conviction of any of the crimes theft, fraud, breach of trust, money laundering, dishonesty, illegal manufacture, sale, distribution or trafficking of controlled substances by agreeing to enter a pretrial or first offender's diversion program in exchange for your agreement to enter treatment, rehabilitation, restitution, community service or any other noncriminal alternatives?



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Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird** (Job Number: 1402644) Step 5 out of 11 | [Print/Email](#)

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[Education](#)
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[eSignature](#)
[Summary](#)

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[Quit](#)

Work Experience

Work Experience

List the work experiences below, starting with the most relevant one.

Work Experience 1

Current Job

eEmployer

[Select](#)

eJob Function

[Select](#)

eStart Date

Month Year

End Date

Month Year

eCity*

eState*

eSupervisor's Name

Supervisor's Phone

[Remove Work Experience](#)

[Add Work Experience](#)

[Save and Continue](#)
[Save as Draft](#)
[Quit](#)

Adding work experience entries

To create one work experience, click "Add Work Experience". A new section including blank fields appears. Enter any relevant information.

Removing work experience entries

To remove a work experience from the list, identify it, then click "Remove Work Experience".

Reordering work experience entries

To reorder work experience entries, click "Move Up" or "Move Down" next to each entry until the relevant work experience reaches the desired position.

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Applying for: Banking Center Manager at Seventy Fifth Avenue and Thunderbird (Job Number: 1402544)

Step 8 out of 11 | Print/Email

Work Experience
 Education
 Certification
 Attachments
 EEO
 eSignature
 Summary

Attachments

Attachments

You can attach files to the candidate record (e.g.: cover letter, resume, references, transcripts, etc.). Once a file is attached, you can overwrite it by attaching a file with exactly the same name and extension.

Select the file to attach

Comments about the file

This section displays basic information regarding the files attached to the candidate record. You can delete some or all the files. The "Relevant Files" column allows you to select the files relevant to this job submission. Also, please indicate which of the attached documents is your Resume.

Relevant Files	Resume	File Name	Date	Comments	Actions
No files are attached.					

Tips
You cannot attach a file that exceeds the allocated limit of 500 kilobytes.
You can attach a maximum of 3 files, one at a time.
The search tool that recruiters use to search for candidates will not be able to analyze the content of some attached files, mostly image files and compressed files (.zip).

Attaching files
To attach a file, click "Browse" and select the file you want to attach. Then, click "Attach".

Deleting files
To delete a file, in the list of files already attached, select the file you wish to delete. Then, click the corresponding "Delete" button.



To find a career suited to your skill set, select a job area from the list below. You may narrow your selection further by choosing a location or entering a keyword.

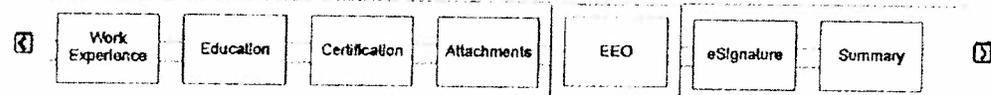
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Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird**
(Job Number: 1402544)

Step 9 out of 11 | [Print/Email](#)



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EEO

EEO

Please provide the information requested in the fields below regarding EEO.

Comerica is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, Comerica invites applicants to self-identify their gender and race/ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual.

*1.Ethnicity

*2.Race



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Applying for: **Banking Center Manager at Seventy Fifth Avenue and Thunderbird**
(Job Number: 1402544) Step 10 out of 11 | [Print/Email](#)

[Work Experience](#) [Education](#) [Certification](#) [Attachments](#) [EEO](#) [eSignature](#) [Summary](#)

[Save and Continue](#) [Save as Draft](#) [Quit](#)

eSignature

eSignature

Please read the following statement carefully, then acknowledge that you have read and approved it by providing the information requested at the bottom of the page. Please note that an esignature is the electronic equivalent of a hand-written signature.

I understand that not providing true and accurate information during the application process can be cause for applicant withdrawal. The information you provide below will be verified if you are hired at Comerica Bank. Please make sure all required information is accurate.

Do Not E-Sign Until You Have Read The Above Statement.

Federal Deposit Insurance Corporation

Each depositor insured to at least \$250,000 per insured bank

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[EDIE Online Calculator](#) [BankFind](#) [Understanding Deposit Insurance](#) [What's Covered](#) [Bank Failures](#)

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FDIC Law, Regulations, Related Acts

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5000 - Statements of Policy

FDIC STATEMENT OF POLICY FOR SECTION 19 OF THE FDI ACT

Section 19 of the Federal Deposit Insurance Act (12 U.S.C. 1829) prohibits, without the prior written consent of the FDIC, any person convicted of any criminal offense involving dishonesty or breach of trust or money laundering (covered offense) from becoming or continuing as an insured depository institution (insured institution), or otherwise participating, directly or indirectly, in the management or affairs of an insured institution. In addition, the law forbids an insured institution from permitting such a person to engage in any conduct prohibited by Section 19. It imposes a ten-year ban against the FDIC's consent for persons convicted of certain crimes enumerated in Title 18, U.S.C. 2251. The FDIC and court approval.

Section 19 imposes a duty upon the insured institution to make a reasonable inquiry regarding an applicant's history and the circumstances, consistent with applicable law, to avoid hiring or permitting participation in its affairs by a person convicted of a covered offense. The FDIC believes that at a minimum, each insured institution should establish a screening process that pertains to any convictions or program entry pertaining to a job applicant. This would include, for example, the requirement that an applicant provide a listing of all convictions and program entries. The FDIC will look to the circumstances of each situation to determine whether notice of a conviction or program entry, an application seeking the FDIC's consent prior to the person's participation in the insured institution's affairs.

Section 19 applies, by operation of law, as a statutory bar to participation absent the written consent of the FDIC. It provides an applicant an opportunity to demonstrate that, notwithstanding the bar, a person is fit to participate in the conduct of the insured institution without posing a risk to its safety and soundness or impairing public confidence in that institution. The burden is upon the applicant to demonstrate that.

A. Scope of Section 19

Section 19 covers institution-affiliated parties, as defined by 12 U.S.C. 1813(u) and others who are participants in the insured institution's affairs. Therefore, all employees of an insured institution fall within the scope of Section 19. In addition, those deemed to be covered depends upon their degree of influence or control over the management or affairs of an insured institution. Whether other persons are covered depends upon their degree of influence or control over the management or affairs of an insured institution. Similarly, directors and officers of affiliates, subsidiaries or joint ventures of an insured institution would be deemed participants in the affairs of that institution and covered by section 19. Typically, persons who are merely employees of an insured institution's holding company, but would apply to its directors and officers who direct the policies of the insured institution. Similarly, directors and officers of affiliates, subsidiaries or joint ventures of an insured institution would be deemed participants in the affairs of that institution and covered by section 19. Typically, persons who are merely employees of an insured institution's holding company, but would apply to its directors and officers who direct the policies of the insured institution. Similarly, directors and officers of affiliates, subsidiaries or joint ventures of an insured institution would be deemed participants in the affairs of that institution and covered by section 19. Typically, persons who are merely employees of an insured institution's holding company, but would apply to its directors and officers who direct the policies of the insured institution. Similarly, directors and officers of affiliates, subsidiaries or joint ventures of an insured institution would be deemed participants in the affairs of that institution and covered by section 19. Typically, persons who are merely employees of an insured institution's holding company, but would apply to its directors and officers who direct the policies of the insured institution. Similarly, directors and officers of affiliates, subsidiaries or joint ventures of an insured institution would be deemed participants in the affairs of that institution and covered by section 19. Further, "person" for purposes of section 19 includes any individual, partnership, firm or other business entity.

Individuals who file an application with the FDIC under the provisions of Section 19 who are participating in the affairs of an insured institution may also have to comply with any filing requirements of the Board of the Governors of the Federal Reserve System, the Office of Thrift Supervision under 12 U.S.C. § 1819(e), in the case of a savings and loan institution, or the Office of the Comptroller of the Currency under 12 U.S.C. § 1487(e), in the case of a savings and loan institution, is used in the Dodd-Frank Wall Street Reform Act (Pub. L. 111--203, § 311, July 21 2010). Upon the Transfer Date, all applications should be filed with the Board of Governors of the Federal Reserve System.

The essential criteria in assessing an application are whether the person has demonstrated his or her fitness to part institution, and whether the affiliation, ownership, control or participation by the person in the conduct of the affairs c safety and soundness of the insured institution or the interests of its depositors or threaten to impair public confiden degree of risk, the FDIC will consider:

- (1) The conviction or program entry and the specific nature and circumstances of the covered offense;
- (2) Evidence of rehabilitation including the person's reputation since the conviction or program entry, the person's a time that has elapsed since the conviction or program entry;
- (3) The position to be held or the level of participation by the person at an insured institution;
- (4) The amount of influence and control the person will be able to exercise over the management or affairs of an in:
- (5) The ability of management of the insured institution to supervise and control the person's activities;
- (6) The degree of ownership the person will have of the insured institution;
- (7) The applicability of the insured institution's fidelity bond coverage to the person;
- (8) The opinion or position of the primary Federal and/or state regulator; and
- (9) Any additional factors in the specific case that appear relevant.

The foregoing criteria will also be applied by the FDIC to determine whether the interests of justice are served in ser application is made to terminate the ten-year ban prior to its expiration date.

Some applications can be approved without an extensive review because the person will not be in a position to con: soundness of the insured institution. Persons who will occupy clerical, maintenance, service or purely administrative detailed analysis will be performed in the case of persons who will be in a position to influence or control the manag orders will be subject to the condition that the person shall be covered by a fidelity bond to the same extent as other the institution filing requirement has been granted to an individual, approval of the application will be conditioned up conviction to all insured institutions in the affairs of which he or she wishes to participate. When deemed appropriate condition that the prior consent of the FDIC will be required for any proposed significant changes in the person's dut may, in the discretion of the Regional Director, require a new application. In situations in which an approval has bee particular insured institution and subsequently seeks to participate at another insured institution, approval does not : application must be submitted.

By order of the Board of Directors, December 11, 2012.

[Source: 63 Fed. Reg. 66184 December 1, 1998; amended at 77 Fed. Reg. 74849, December 18, 2012]

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CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Comerica Bank
2. Address of Contractor: Comerica Bank, Contract Administration, 411 West Layayette, Detroit, Michigan 48226
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission? No Yes, on: _____
If "No", complete Items 5 and 6. (Date of prior submission)
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. _____ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
 Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
_____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

By: _____

(Signature)

Name: DJ Culkar

(Printed)

Senior Vice President & General Counsel – Wealth

Title: Management, Retail Bank, Operations and Reaulatory Affairs

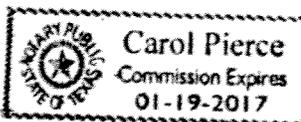
Date: August 13, 2014

Subscribed and sworn to before me
this 13th day of August 2014.

Carol Pierce

Notary Public, Dallas County, Texas

My Commission expires 1-19-2017



LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DETROIT
AND
COMERICA BANK

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of September, 2014, by and between the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Police Department (hereinafter "Lessor"), and Comerica Bank, a Texas banking association with an office at 3701 Hamlin Road, Auburn Hills, MI 48326 (hereinafter "Lessee").

RECITALS:

WHEREAS, the Lessor is the owner six (6) certain Police Precincts and operator of the Detroit Detention Center in the City of Detroit; and

WHEREAS, the Lessee desires to lease certain space within the six Police Precincts and Detroit Detention Center (hereinafter referred to as the "Premises"), for the purposes of installing, operating, maintaining and managing automated teller machines ("ATMs"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PREMISES

1.01 Lessor does, subject to the terms, covenants conditions of this Lease, hereby let the Premises to the Lessee. The Premises shall be further described in Exhibit A, which is attached hereto and made a part of this Lease. Lessee shall have exclusive use of the Premises for the installation, operation, maintenance and management of ATMs. Placement of the ATMs must be mutually agreed upon with no installations on the exterior of any respective building.

1.02 Scope of Work.

(a) Lessee, at its expense, will install, operate and provide hardware, software, signage, security cost, service and maintenance for all the ATMs located at the Premises.

(b) The ATM cash dispensing models that Leases shall install are Diebold Opteva 500 and Opteva 529 models. The ATMs will dispense 10 and 20 dollar bills. Lessee bank customers and government issued card holders are not charged a transaction fee, but

non-Lessee bank customers (foreign) are charged a \$3.00 fee for a foreign withdrawal transaction.

(c) Lessee's networks are Plus, Cirrus, Visa, Master Card, Pulse, American Express, Discover and Quest.

(d) Lessee will provide Lessor with a monthly statement letter that provides the monthly foreign transaction volumes and fees per ATM.

(e) Lessee's ATM Servicing Department shall monitor the ATMs and has system capability to send a repair technician to each ATM site as needed.

(f) Lessee's Service Standards shall be:

a. Response time when an ATM is inoperable:

- 3 Hours for Service
- 4 Hours for Cash Replenishment
- If inoperable beyond repair, ATMs will be replaced within two weeks.

b. Frequency of checking each machine: weekly

c. Frequency service will be provided 25 days per month

1.03 ATM Requirement

(a) Lessee will only be providing cash dispenser ATMs, which dispense U.S. currency, facilitate transfer of funds between same financial institution accounts of the same customer and provide a printed receipt of transactions on the customer's request. The ATMs do not accept cash or check deposits. Lessee's cash dispensing ATMs accept credit, debit and government issued entitlement cards. The ATMs do not allow check cashing. Lessee's networks are Plus, Cirrus, Visa, Master Card, Pulse, American Express, Discover and Quest.

(b) ATMs will be installed on the Premises within in 60 days of approval of this Lease. Except when an ATM or ATMS are inoperable and being serviced or repaired in accordance with section 1.02(f) above, Lessee shall use its best efforts to cause the ATMS to operate continuously 24 hours per day, 7 days per week.

(c) Lessee in-house systems are used to address and properly operate service, repair, and restocked with cash and supplies. Lessee shall meet or exceed ATM best practices.

(d) ATMs will be monitored and kept in good working operating condition in accordance with the terms of this Lease. Servicing and cash replenishments will occur during the business hours of each respective ATM location.

(e) Lessee will comply with all the security policies and procedures of the Detroit Police Department. The personnel of Lessee and its Associates shall have completed background checks prior to entering the Premises, if required by the Detroit Police Department, and their vehicles shall comply with the Detroit Police Department's policy and procedures which will be provided to Lessee.

(f) The ATMs are compatible to existing electrical and data transmission. If applicable, Lessee will accept the expense to ensure compliance.

(g) The ATMs will have a clearly marked Comerica 24 hour transaction error contact number.

(h) Lessee's ATMs have alarms including a seismic alarm that will send an alert to their Security Console.

(i) ATMs must be compatible with existing electrical, data transmission and loading capabilities of the Premises. However, modifications to any of the ATM locations may be completed at the sole cost of the Lessee to ensure that the respective ATM works.

2. TERM OF LEASE

2.01 The Term of this Lease shall commence on September 1, 2014 and expire at midnight on August 31, 2019 ("Lease Term") unless otherwise terminated pursuant to the provisions of this Lease. At the end of the Lease Term, Lessee shall return the Leased Premises to the Lessor in broom sweep condition.

2.02 Option to Extend. The Lease Term may be extended upon mutual agreement of both parties for one (1) additional five (5) year term. To exercise this option, Lessee shall send a letter to the Lessor indicating Lessee's desire to invoke the option to extend the Lease for another five (5) year period. The letter shall be received by the Lessor within thirty (30) days of the expiration of the then current Lease Term due to expire. The additional extended term shall require a written amendment to this Lease, as well as separate approval by Detroit City Council to be effective. Rent for any extended term shall be negotiated prior to the commencement of the extended term. The term "Lease Term" shall include the initial and any extended terms of this Lease.

3. RENT

3.01 The Lessee shall pay to the Lessor as rent the sum of \$0.50 per transaction fee for each foreign withdrawal transaction that exceeds a combined threshold number of 3,030 charged foreign withdrawal transactions each month ("Rent"). Rent shall be paid monthly and shall be remitted with a statement that outlines the number of foreign transactions per ATM per location.

Payment shall be made out to the "City of Detroit, Treasurer" and remitted to:

Detroit Police Department
Budget / Fiscal Operations
Attn: 2nd Deputy Chief Tina Tolliver
1301 Third Street
Detroit, MI 48226

4. TAXES AND UTILITY CHARGES

4.01 Rent for the Premises, as set forth above, does not include taxes and Lessee may be required to remit additional amounts for taxes. The above notwithstanding, Lessee will pay when due all taxes assessed specifically against Lessee for Lessee's personal property or equipment on the Premises. Electricity for the Premises shall be provided by the Lessor. Any telephone or wireless services required for the ATMs shall be provided by Lessee at Lessee's sole cost.

5. AUTHORIZED USE

5.01 The Lessee shall use and occupy the Premises to provide ATM services at designated Detroit Police Department locations. The Lessee shall procure, at its sole expense, any governmental license or permit required for the proper and lawful conduct of the Lessee's business or other activity carried on in accordance with the above use. The Lessee shall purchase and install the ATM machines and related equipment, including enclosures, modems, alarms, and electrical installation, signage and telephone all at its expense. Lessee shall be the owner of the ATM equipment at all times and shall have the right to upgrade or modify the ATMs at any time and remove the ATM equipment upon termination of this Lease.

6. INSURANCE

6.01 The Lessee shall assume all risks of operation and maintain at its expense during the term of the Lease the following insurance:

(a) Workers Compensation for Employees which meets Michigan's statutory requirements and Employer's Liability insurance with minimum limits of \$500,000.00 per accident. The Lessee agrees that it will obtain a similar covenant with respect to workers' compensation from any subcontractor retained by it to render any of the approved services.

(b) Comprehensive General Liability including Products Liability. The City of Detroit shall be an additionally named insured, with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage.

(c) The Lessee shall maintain at its sole cost and expense adequate fire and extended coverage insurance on the Premises and the equipment, fixtures, and other property located therein (if any), boiler insurance, plate glass insurance and such other types of insurance as are usually carried by owners of like property.

6.02 Certificates of Insurance shall be furnished to the Lessor via the City of Detroit Finance Department, Purchasing Division, Room 1008 Coleman A. Young Municipal Center, Detroit, MI 48226, as evidence of such coverage before the Lessee commences performance of the Lease. The Lessee shall furthermore hold the Lessor harmless against any and all loss, damage or injury arising out of or in the course of the Lessee's activities; including but not limited to, any deductible on the aforementioned insurance policies, except to the extent that such loss, damage or injury is caused by, in whole or in part, the acts or omissions of Lessor, its agents, employees, and/or contractors. The Lessor shall be an additionally named insured on all Certificates of Insurance.

6.03 If during the Lease term, changed conditions or other pertinent factors, should in the reasonable judgment of the Lessor, render inadequate the insurance limits stated above, the Lessee shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such additional insurance shall be effected at the Lessee's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well-rated by national rating organizations and are reasonably acceptable to the Lessor.

6.04 Said policies shall name the Lessee as the insured and the Lessor as an additional insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Lessor.

6.05 The Lessee shall be responsible for payment of all deductibles contained in any insurance required of the Lessee hereunder.

6.06 The provisions requiring the Lessee to carry such insurance shall not be construed in any manner as waiving or restricting the liability of the Lessee under this Lease.

7. INDEMNITY

7.01 The Lessee shall indemnify and save harmless the Lessor and all other associated, affiliated, allied or subsidiary entities or commissions now existing or hereafter created, their agents and employees against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor by reason of any of the following occurring on the Premises during the Lease Term to the extent that the following is caused by Lessee, its employees, agents, or contractors:

(a) any work, act, error, omission or thing done in or about the Premises, any part thereof or affecting same, by Lessee, its agents, subcontractors, employees, licensees or invitees, or any entities associated, affiliated or subsidiary to Lessee, their agents and employees (herein collectively called "Associates") for whose acts any of them might be liable;

(b) any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof or any street, alley sidewalk, curb, passageway or space adjacent thereto, or of Lessee equipment;

(c) any negligent or tortious act or omission of Lessee, Lessee's Associates or sublessees of Lessee;

(d) any accident, injury or damage to any person or property occurring on the Premises;

(e) any failure by Lessee to perform its obligations under this Lease; and

(f) any loss or expense incurred by an employee of the Lessee which arises out of or pursuant to the Lessee's performance under this Lease.

7.02 The Lessee has examined and inspected the Premises and takes same "AS IS". The Lessee has made no warranties or representations of whatever nature in connection with the condition of the Premises, and the Lessee shall not be liable for any defects contained therein.

7.03 The Lessee agrees that it is its responsibility to safeguard its property and equipment that it or its Associates use or have in their possession on or about the Premises; provided, further, the Lessee agrees to hold the Lessor harmless for any loss of such property or equipment. Further, except as otherwise provided herein, the Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises hereby leased or any part of the various Police Department locations in which the Premises are a part, or from any loss or damage resulting to the Lessee, or its property, from roof or wall leaks or bursting, stoppage, or leaking of water, gas, sewer or steam pipes, and the like, or for any damage or loss of property within the Premises from any other cause whatsoever.

7.04 The Lessee shall indemnify Lessor for all costs and expenses, including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants, incurred by the Lessor in obtaining possession upon the earlier termination of the Lease Term due to Lessee's abandonment or in enforcing any obligation of Lessee under this Lease.

7.05 The indemnification obligation under this Section shall not be limited in any way

by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee under worker's compensation acts or other employee benefit acts.

8. TERMINATION

8.01 Termination by Lessee. The Lessee may terminate this Lease at its convenience at any time during the Lease Term by giving a written Notice of Termination at least sixty (60) days before the effective date thereof. Lessee may also terminate this Lease by issuing a Notice of Termination to the Lessor at least thirty (30) days before the effective date thereof should the Lessor be in default or violate any term or obligation of this Lease and fail to cure such default within thirty (30) days after notice thereof, or extension as approved by the Lessee.

8.02 Termination by Lessor. The Lessor may terminate this Lease at its convenience at any time during the Lease Term by giving a written Notice of Termination at least sixty (60) days before the effective date thereof. Lessor may also terminate this Lease by issuing a Notice of Termination to the Lessee at least thirty (30) days before the effective date thereof should the Lessee be in default or violate any term or obligation of this Lease and fail to cure such default within thirty (30) days after notice thereof, or extension as approved by the Lessor.

9. LIENS

9.01 Lessee shall keep the Premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee.

9.02 In the event that the Premises or any part thereof or Lessee's leasehold interest therein shall, at any time during the Lease Term, become subject to any vendor's mechanic's, laborer's, material man's or other lien, encumbrance or charge based upon the furnishing of materials or labor to or for the benefit of Lessee, Lessee shall cause the same, at its sole cost and expense to be satisfied or discharged within ten (10) days after notice thereof to Lessee given by or on behalf of the lienor. Failure to discharge such a lien by Lessee shall be considered an event of default under the terms of this Lease.

10. ASSIGNMENT, SUBLETTING OR RENTAL TO OTHER TENANTS

10.01 The Lessee shall not assign, encumber or mortgage this Lease, or any part thereof, or sublet all or any part of the Premises or permit the Premises, or any part thereof, to be occupied or used by any person or entity other than Lessee without the prior consent of Lessor. This Section does not apply to the general public who utilize the ATMs on the Premises for personal banking.

11. NOTICES

11.01 All notices, consents, approvals, requests and other communications (herein collectively called Notices) required or permitted under this Lease shall be given in writing and mailed by registered or certified first class mail, postage prepaid, and addressed as follows:

If to Lessor:

City of Detroit
Detroit Public Safety Headquarters
1301 Third Street
Detroit, MI 48226
Attn: 2nd Deputy Chief Tina Tolliver

If to Lessee:

Comerica's National ATM Department
3701 Hamlin
Auburn Hills, MI 48326
Attn: Barbara Tardiff

12. ALTERATIONS/TENANT EQUIPMENT/SIGNS

12.01 The Lessee shall make no changes, additions, alterations or leasehold improvements of any nature whatsoever in or to the Premises or any part thereof (herein collectively called "Improvements") without Lessor's prior consent and shall not demolish or destroy the whole or any part of the Premises. Improvements shall include, but not to be limited to, installation or repair of elevators, boilers, air conditioning and heating systems, sprinkler systems, sewage systems, wall repair or installation. Lessee may make Improvements prior to or after the commencement of the Lease Term, subject in all cases to the following:

(a) prior to the making of Improvements, Lessee shall have furnished Lessor with a written description thereof, in such reasonable detail as Lessor shall require, and all applicable plans and specifications therefor, and Lessor shall have given its written consent therefor, which shall not be unreasonably withheld;

(b) the making of Improvements shall be accomplished in a good and workmanlike manner (which means that the quality of workmanship and materials will be at least equal to that as existing in the Premises), without damage to the Premises or any part thereof and in compliance with all applicable laws and regulations of governmental authorities having jurisdiction including, without limitation, the obtaining of all required

permits, licenses and bonds;

(c) the cost of the making of Improvements shall be paid or caused to be paid by Lessee so that the Premises shall at all times be free from any lien, mortgage, conditional sales agreement, conditional sales agreement, security interest or title retention agreement or any charge for labor, services, or material supplied or claimed to have been supplied to the Premises as a result of the making of Improvements;

(d) title to all Improvements shall at once be and become the property of Lessor, without payment or offset, and shall be deemed part of the Premises and subject to all the terms and provisions of this Lease as though included in the Premises as of the commencement of the Lease Term. Title to all equipment and fixtures shall remain the sole property of Lessee;

(e) all the terms and provisions of this Lease shall be in force and effect during the making of Improvements;

(f) any consent given to Lessee for the making of Improvements will not relieve Lessee of its obligation to obtain the prior consent of Lessor to the making of any other Improvements;

(g) the making of Improvements shall be performed so as not to interfere with the construction or alteration of any improvements undertaken by Lessor; and

(h) Lessee shall provide payment and performance bonds before undertaking any Improvements as provided by State statute.

12.02 Lessee shall, upon termination of this Lease, remove all equipment and fixtures and repair any damage to the Premises caused by such removal, and all equipment and fixtures not so removed may be removed by Lessor, at Lessee's cost and expense, or may be treated by Lessor as abandoned property and part of the Premises. Lessee shall pay to Lessor on demand the cost of repairing any damage to the Premises resulting from Lessor's removal of equipment or fixtures.

12.03 Lessee shall not place or cause to be placed or maintained on any exterior door, wall or window of the Premises any sign, placard, or other advertising matter without the Lessor's prior written consent, without first requesting permission for such placement in writing to Lessor and obtaining Lessor's written approval.

13. RIGHT OF ENTRY

13.01 Lessee and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of maintenance, servicing and cash replenishment.

13.02 The Lessor hereby reserves the right to restrict access to the Premises for reasons of public safety and it is understood and agreed that the Lessor's exercise of this right shall not constitute a breach of this Lease, or otherwise give rise to any liability, cause of action against the Lessor or damages for loss of Lessee's business. Lessee's use of the Premises shall not interfere with the operations of the Lessor.

14. FAIR EMPLOYMENT PRACTICES

14.01 Lessee covenants that it shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Lease, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, creed, national origin, age, marital status, handicap, public benefit status, sex, or sexual orientation. This provision shall not apply if it is determined by Lessor's Human Rights Department that such requirements are bona fide occupational qualifications reasonably necessary to the performance of the duties required by employment. The burden of proof that the occupational qualifications are bona fide is upon Lessee. Lessee shall promptly furnish any information reasonably required by Lessor or its Human Rights Department pursuant to this Section.

- (a) Lessee further agrees that it shall notify any Associate of Lessee's obligations relative to non-discrimination under this Lease when soliciting an Associate and shall include the provisions of this Section in any contract or subcontract relating to Lessee's performance under this Lease as well as provide Lessor with a copy of any such contract or subcontract upon request. Lessee further agrees to take such action with respect to any such subcontract as Lessee may direct as a means of enforcing the provisions of this Section.
- (b) Breach of the terms and conditions of this Section shall be regarded as a material breach of this Lease if such breach shall continue for more than thirty (30) days after receipt of notice of such breach by Lessee. In the event Lessee fails to comply with this Section, Lessor, at its option, may utilize such remedies as may be provided by law.

15. WASTE AND NUISANCE

15.01 The Lessee shall not commit or suffer to be committed any waste upon the Premises, and shall not place a load, machinery, or equipment upon any floor of the Premises which exceeds the floor load per square foot area which such floor was designed to carry, to the extent known by Lessee. Lessee shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the six Police Precincts and Detroit Detention Center which the Premises forms a part.

16. HAZARDOUS SUBSTANCE

16.01 Hazardous Materials. Lessee shall not use, handle, generate, treat, store or dispose of, or permit the handling, generation, treatment, storage or disposal of any Hazardous Materials in, on, under, around or above the Premises during the Lease Term unless the Lessee agrees to follow all laws and regulations in doing so and agrees to indemnify the City from any and all liability that may arise from such activities. Any and all claims, costs, expenses, fines, and losses of any kind (including but not limited to those arising from injury to or the death of any person, damage to or loss of use or value of real or personal property, and costs of investigation, cleanup, and attorneys' and consultants' fees) incurred by Lessor which arise solely due to the acts, omissions, or failure to act of Lessee, its agents, employees, contractors, and servants and arising out of or are related to Lessee's use of the Premises during the License Term shall constitute additional fees and shall be payable within thirty (30) days after receipt of Lessor's invoice and supporting documentation.

16.02 Hazardous Materials Remediation. Lessee shall assume the sole responsibility of all environmental response and remediation of Hazardous Materials that are introduced into the Premises by the Lessee, its associates or agents. In the event Lessee shall discover Hazardous Materials within the Premises, Lessee shall notify Lessor and advise Lessor of its plans for environmental response and remediation of the Hazardous materials. Except for those Hazardous Materials introduced into the Premises by Lessor, Lessor shall not be responsible for the costs to abate any Hazardous Materials introduced into the Premises by the Lessee, its associates or any third party. Lessee shall not be responsible for any hazardous material introduced onto the Premises prior to September 1st, 2014.

17. SUBORDINATION

17.01 The Lessee agrees that this Lease shall at all times be subordinate to any mortgages, encumbrances, or deeds of trust that may hereafter be placed on the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions therefor by the Lessor, any mortgagee or trustee. The Lessee shall execute whatever instruments, in the form designated by such person(s), as are reasonably necessary to carry out the intent of this Section.

18. BANKRUPTCY OR INSOLVENCY

18.01 Lessee agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Lessee shall be declared bankrupt or insolvent according to law, or any receiver, custodian or trustee be appointed for the business and property of Lessee, or if any assignment shall be made of the Lessee's property for the benefit of creditors, then and in any such events, this Lease may be terminated at the option of the Lessor as an event of default by Lessee in accordance with the termination provisions set forth herein.

19. RULES AND REGULATIONS

19.01 The Lessee agrees to comply with and observe all rules and regulations established by Lessor from time to time, provided that Lessee has been provided with written copies of such rules. The Lessee's failure to keep and observe such rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants.

20. HOLDING OVER

20.01 If Lessee retains possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, Lessee, with the written permission of the Lessor, shall continue its tenancy from month to month until a new lease is executed between the Lessor and Lessee, or until Lessor serves a Notice to Quit upon the Lessee. The provisions of this Section shall not be deemed to limit or exclude any of the Lessor's rights of reentry or any other right granted to Lessor according to the terms of this Lease or under law.

21. QUIET POSSESSION

21.01 The Lessor covenants that the Lessee upon its observing the terms and conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises during Lease Term free from unreasonably interference by Lessor.

22. AMENDMENTS

22.01 The Lessee or Lessor may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Lease. Any such change, deletion, or modification, which is mutually agreed upon by and between the parties shall be incorporated in a written amendment ("Amendment") to this Lease. Such Amendment shall require separate approval by Detroit City Council. Such Amendment shall not invalidate this Lease nor relieve or release the parties of any of its obligations under the Lease unless stated therein.

23. MISCELLANEOUS

23.01 No failure by Lessor or Lessee to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right, power or remedy consequent upon a breach thereof and no acceptance of full or partial rent by Lessor during the continuance of any such breach by Lessor shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23.02 The rights and obligations contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and, except as otherwise provided herein, their respective personal representatives, successors and assigns; provided, however, the obligations of Lessor and Lessee under this Lease shall no longer be binding upon Lessor named herein after the sale, assignment, or transfer by Lessor or Lessee, respectively (or upon any subsequent landlord or tenant), of its interest in the Premises, as owner or lessor or lessee, respectively, and in the event of any such sale, assignment, or transfer, such obligations shall thereafter be binding upon the grantee, assignee, or other transferee of such interest, and any such grantee, assignee, or transferee, by accepting such interest, shall be deemed to have assumed such obligations. A lease of the entire Premises, other than for occupancy thereof, shall be deemed a transfer within the meaning of this Section.

23.03 If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.04 This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. The Lessee agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising under this Lease. The Lessee and Lessor agree that service of process at the address and in the manner specified in Section 11.01 will be sufficient to put the Lessee and Lessor on notice and hereby waive any and all claims relative to such notice. The Lessee and Lessor also agree that they will not commence any action against the other party because of any matter whatsoever arising out of or related to the validity, construction, interpretation, and enforcement of this Lease in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in either the Michigan Court of Appeals, Michigan Supreme Court or the U.S. District Court for the Eastern District of Michigan, Southern Division.

23.05 This Lease or any part of this Lease may not be changed, waived, discharged or terminated orally, but only by an instrument in writing.

23.06 This instrument, including the Exhibit hereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Lessee, the Lessee's agents, Lessor nor the Lessor's agents have made any representations or warranties with respect to the Premises or this Lease, except as expressly set forth herein, and no rights, or remedies are or shall be acquired by Lessee or Lessor by implication or otherwise unless expressly set forth herein.

23.07 The Lessee agrees that neither this Lease nor any memorandum or short form thereof may be recorded without the prior consent of Lessor.

23.08 The relationship between the parties hereto is solely that of landlord and tenant and nothing herein contained shall constitute or be construed as establishing any other relationship between them including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other or to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

23.09 Unless the context otherwise expressly requires, the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Section.

23.10 All the terms and provisions of this Lease shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

23.11 The headings of the Sections in this Lease are for convenience only and shall not be used to construe or interpret the scope or intent of this Lease or in any way affect the same.

23.12 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the determination of a court with appropriate jurisdiction, in compliance with the terms set forth herein, shall be controlling.

23.13 The Lessee warrants that it is currently authorized to do business in the State of Michigan and is amendable to service of process at the address stated in Section 11.01.

23.14 This Lease may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof the Lessor shall transmit to the Lessee a conformed copy of this Lease.

23.15 The parties represent that they have not dealt with any brokers or finders in connection with this Lease. Each party agrees to hold the other harmless from and against any loss, damage, costs, or expenses, including court costs and reasonable attorneys fees that the other may suffer as a result of the breach of the foregoing representation made by each party.

23.16 Authority of City. Notwithstanding anything in this Lease or otherwise to the contrary, the Lessor shall not be authorized or obligated to lease the Premises to Lessee until this Lease has been fully executed by the duly authorized representatives of the City, as well as approved by the Detroit City Council, the Mayor of the City of Detroit, and the City of Detroit Law Department. Any amendments or modifications must likewise be duly approved by the City Council, the Mayor, and the Law Department.

IN WITNESS WHEREOF, the Lessor and the Lessee, by and through their authorized officers and representatives, have executed this Lease as follows:

WITNESSES:

1. [Signature]

Print: JOSEPH COVICH

2. [Signature]

Print: Cherie Messina

LESSEE:

COMERICA BANK, a Texas banking association

BY: [Signature]

Print: MICHAEL C. VENETIA

ITS: V.P. - REAL ESTATE

WITNESSES:

1. [Signature]

Print: OTIS W. MILHOUSE

2. [Signature]

Print: Shawana Dook

CITY OF DETROIT
POLICE DEPARTMENT

BY: [Signature]

Print: J. E. CRAIG

ITS: Police Chief

Approved by Detroit City Council on:

FEB 03 2015

[Signature]

Purchasing Director

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Finance Director

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

[Signature]
Supervising Assistant Corporation Counsel

THIS LEASE IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL.

CORPORATE ACKNOWLEDGMENT

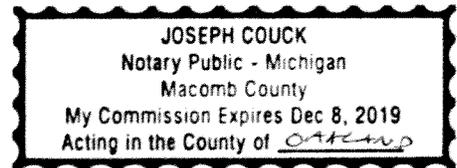
STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10 day of OCT 2014, by MICHAEL C VENTIS, the VP OF REALESTATE of the Comerica Bank Corporation, ~~on behalf of the Michigan corporation.~~ A TEXAS BANKING ASSOCIATION ON BEHALF OF THE ASSOCIATION



MACOMB
Notary Public, Wayne County, MI

My commission expires: DEC 8, 2019



CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

COUNTY OF WAYNE)

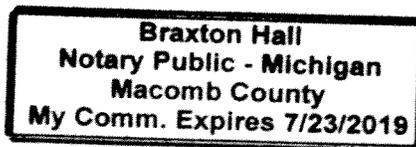
The foregoing contract was acknowledged before me the 5th day of DEC.,
2014, by James E. Craig,
(name of person who signed the contract)
the Chief,
(title of person who signed the contract as it appears on the contract)
of Police,
(complete name of the City department)
on behalf of the City.

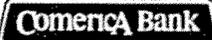
Braxton Hall

Notary Public, County of Wayne

State of Michigan

My commission expires: 07/23/19





COMERICA BANK
CORPORATE AUTHORIZATION AND INCUMBENCY CERTIFICATE

Lawrence A. Sommers certifies as follows:

1. He is an Assistant Secretary of Comerica Bank, a Texas banking association, successor in interest by merger to Comerica Bank, a Michigan banking corporation (the "Bank"), and in this capacity maintains the corporate books and records.
2. As set forth in the resolutions attached hereto as **Exhibit A**, which resolutions are now in full force and effect and have not been modified, superseded or rescinded, all resolutions of Comerica Bank, a Michigan banking corporation (the "Michigan Bank"), that were valid and effective immediately prior to the merger of the Michigan Bank into the Bank and that have not been superseded or rescinded are also the resolutions of the Bank, with the same force and effect as if they had been adopted by the Board of Directors, a Board committee or the Shareholder, as the case may be, of the Bank.
3. Attached hereto as **Exhibit B** is a true copy of resolutions designating the signing authority of the Bank's officers and others, which resolutions were duly adopted by the Board of Directors of the Michigan Bank on May 13, 2004 and which are now in full force and effect with respect to the Bank.
4. Attached hereto is a true copy of resolutions clarifying divisional title authority which resolutions were duly adopted by the board of directors of the Michigan Bank on July 15, 2003 and February 15, 2006, **Exhibit C** and **Exhibit D** respectively, and which are now in full force and effect with respect to the Bank.
5. Michael C. Venetis, a Vice President of the Bank, is a duly elected, acting and qualified officer of the Bank, authorized to sign instruments on behalf of the Bank as stated in the resolutions attached hereto as **Exhibits B, C and D**.
6. The specimen signature appearing below is genuine.


Michael C. Venetis

SEAL


Lawrence A. Sommers
Assistant Secretary

Dated: May 22, 2014

Exhibit A

**COMERICA BANK
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
NOVEMBER 7, 2007**

RESOLUTION: CONTINUING AUTHORIZATIONS OF COMERICA BANK, A MICHIGAN BANKING CORPORATION

WHEREAS, Comerica Bank, a Michigan banking corporation (the "Michigan Bank") merged with and into Comerica Bank, a Texas banking association, which was the survivor (the "Texas Bank") effective October 31, 2007 (the "Merger"); and

WHEREAS, pursuant to the associated Agreement and Plan of Merger, all corporate acts, plans, policies, approvals and authorizations of the Michigan Bank, its stockholders, board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the Merger are taken for all purposes as the acts, plans, policies, approvals, obligations and authorizations of the Texas Bank and shall be effective and binding thereon as the same were with respect to the Michigan Bank (collectively, the "Continuing Authorizations"); and

WHEREAS, the Texas Bank wishes to clarify that the Continuing Authorizations include, without limitation, all applicable resolutions of the Michigan Bank.

RESOLVED, that all resolutions of the Michigan Bank that were valid and effective immediately prior to the Merger and that have not been superseded (by an equivalent resolution of the Board of Directors or Shareholder of the Texas Bank or otherwise) or rescinded are hereby confirmed and ratified as the resolutions of the Texas Bank, with the same force and effect as if they had been adopted by the Board of Directors, a Board committee or the Shareholder, as the case may be, of the Texas Bank; and

RESOLVED FURTHER, that the Secretary or any Assistant Secretary of the Texas Bank is hereby authorized to amend these resolutions and/or any exhibits hereto to correct them for any scrivener's or other errors, to provide clarification thereof or to ensure technical compliance with applicable law, order or regulation, and such resolutions and/or exhibits are hereby deemed adopted *in haec verba* with the same force and effect as if set forth herein at length and that copies thereof be filed with the records of the Texas Bank.

Exhibit B

**COMERICA BANK
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS
MAY 13, 2004**

RESOLUTION: DESIGNATING SIGNING AUTHORITIES OF
OFFICERS AND AGENTS

WHEREAS, Article VII, Paragraph A of the Bylaws of Comerica Bank (the "Bank") provides that the Board of Directors may designate by name or office the person or persons who shall have authority to execute in the name of the Bank any instrument or class of instruments; and

WHEREAS, for the information of persons dealing with the Bank, the Board of Directors desires to designate the authority of the Bank's officers and agents to sign instruments in the name of the Bank.

1. RESOLVED, that except as otherwise required by this Resolution, any instrument of any character may be signed in the name of the Bank by any person holding the office of Chairman, Vice Chairman, Chief Executive Officer, President, Executive Vice President, Senior Vice President, First Vice President, Vice President, Cashier or Assistant Cashier, or Secretary or Assistant Secretary.
2. RESOLVED FURTHER, that the following classes of instruments may be signed in the name of the Bank by any officer of the Bank:
 - (a) Checks, drafts and orders for the payment of money drawn by the Bank on itself or against funds deposited to the credit of the Bank in any depository.
 - (b) Drafts and advises of drafts drawn by the Bank on foreign banks.
 - (c) Acceptances of drafts drawn on the Bank.
 - (d) Letters of credit.
 - (e) Certification of checks, drafts and orders for the payment of money.
 - (f) Endorsements on checks, drafts, notes, bills of exchange, acceptances, bills of lading, warehouse receipts, insurance policies and certificates and similar documents transmitted for sale, discount or collection.

- (g) Time deposits.
- (h) Receipts for money, securities and other property.
- (i) Guarantees of signatures on transfers of securities and powers of attorney to transfer securities.
- (j) Certification of United States Savings Bonds, United States Tax Notes and United States Armed Forces Leave Bonds.
- (k) Deeds, land contracts, leases, bills of sale, conditional sale contracts, financing statements, assignments and discharges of mortgages, disclaimers and releases, whether these instruments relate to property held by the Bank for its own account or in a fiduciary, agency or any other capacity.
- (l) Pleadings, petitions, accounts, proofs of claim, verifications, stipulations, satisfactions, powers of attorney, fiduciary bonds and any other papers necessary or proper to be made or filed in any proceeding before a judicial or administrative tribunal or the Treasury Department.
- (m) Contracts for property and services to be acquired by the Bank and services to be rendered to the Bank.

3. RESOLVED FURTHER, that instruments of the following classes may be signed in the name of the Bank by any Trust Department Officer or any Private Banking Division Officer responsible for fiduciary activities:

- (a) Trust agreements, trust indentures, acceptances of trusts, escrow agreements and other agreements under which the Bank acts or is to act in a fiduciary or agency capacity, including revisions and revocations of these agreements.
- (b) Assignments and powers of attorney to transfer securities held by the Bank in a fiduciary or agency capacity, orders to buy and sell these securities and orders to withdraw these securities from custodial or safekeeping accounts.
- (c) Certificates of authentication for securities issued pursuant to indentures and agreements under which the Bank is trustee; certificates for securities deposited, interim certificates and all other certificates issued or signed by the Bank as depository, transfer agent, registrar or agent; and

cremation certificates covering securities destroyed by the Bank.

- (d) Instruments in connection with the qualification or resignation of the Bank as a fiduciary or renunciation of fiduciary nomination.
4. RESOLVED FURTHER, that instruments of the following classes may be signed in the name of the Bank by any person holding the position of Branch Manager, Assistant Manager II, Assistant Manager I, Branch Management Trainee, Customer Service Administrator, Retail Service Representative or Comerimart Banking Specialist II:
- (a) Checks drawn by the Bank on itself.
 - (b) Certification of drafts and wire transfers.
 - (c) Interbank funds transfers.
 - (d) Certification of United States Savings Bonds, United States Tax Notes and United States Armed Forces Leave Bonds.
 - (e) Guarantees of signatures on transfers of securities and powers of attorney to transfer securities.
 - (f) Time deposits.
5. RESOLVED FURTHER, that instruments of the following classes may be signed in the name of the Bank by any person holding the office of Senior Customer Service Representative:
- (a) Checks drawn by the Bank on itself.
 - (b) Certification of drafts and wire transfers.
 - (c) Interbank funds transfers.
 - (d) Certification and encashment of United States Savings Bonds.
 - (e) Guarantees of signatures on transfers of securities and powers of attorney to transfer securities.

The Cashier or Assistant Cashier or Secretary or Assistant Secretary, however, from time to time may extend the authority of

any Senior Customer Service Representative to include the signing of any instrument which may be signed in the name of the Bank by a Retail Service Representative.

6. RESOLVED FURTHER, that instruments of the following classes may be signed in the name of the Bank by any person holding the position of Customer Service Representative II, Customer Service Representative I or Comerimart Banking Specialist I; and that the transaction authority limits for these instruments will be established from time to time by branch administration:
 - (a) Checks drawn by the Bank on itself.
 - (b) Certification of drafts and wire transfers.
 - (c) Interbank funds transfers.
 - (d) Certification and encashment of United States Savings Bonds.

The Cashier or Assistant Cashier or Secretary or Assistant Secretary, however, from time to time may extend the authority of any Customer Service Representative II, or Customer Service Representative I or Comerimart Banking Specialist I to include the signing of any instrument which may be signed in the name of the Bank by a Senior Customer Service Representative III or Retail Service Representative.

7. RESOLVED FURTHER, that all persons listed in the document entitled "Selected Authorized Signatures for International Banking Activities" (as this list may be amended and so designated from time to time by the bank's Cashier or Assistant Cashier or Secretary or Assistant Secretary) may sign:
 - (a) Checks drawn by the Bank on itself.
 - (b) Certification of checks, drafts and other orders for the payment of money.
 - (c) Domestic and foreign drafts.
 - (d) Interbank funds transfers.
 - (e) Guarantees of signatures on transfers of securities and powers of attorney to transfer securities.

(f) Endorsements on checks, drafts and bills of lading.

From time to time, the Bank's Cashier or Assistant Cashier or Secretary or Assistant Secretary may designate any person listed in the document entitled "Selected Authorized Signatures for International Banking Activities" with additional authority to sign, for example, but not limited to, letters of credit or bankers acceptances.

8. RESOLVED FURTHER, that the Officer in Charge of any department or division of the Bank may designate, in writing, the authority of specific lenders, account representatives and branch managers to sign in the name of the Bank any commitment letters, loan facility letters and related instruments designated in writing by such Officer in Charge, which authority shall not exceed the lesser of the authorities established for such designees by this Board of Directors or the Credit Policy Committee.
9. RESOLVED FURTHER, that notwithstanding the authorizations set forth in the foregoing resolutions, the Bank's management is authorized to further limit the authority of officers and others to sign in the name of the Bank any instruments designated by management.
10. RESOLVED FURTHER, that the Cashier or Assistant Cashier or Secretary or Assistant Secretary, or any other officer designated by the Cashier or Assistant Cashier or Secretary or Assistant Secretary, from time to time may designate and rescind the designation of specific employees to sign in the name of the Bank any instruments designated by the Cashier or Assistant Cashier or Secretary or Assistant Secretary.
11. RESOLVED FURTHER, that two signatures are not required by the Bank.
12. RESOLVED FURTHER, that two signatures are not required by the Bank in any case except that the signatures of two officers, one of whom shall be an officer specified in resolution numbered 1 above, are required on orders to buy, sell, exchange, transfer, deliver or otherwise dispose of securities held by the Bank for its own account or to withdraw these securities from any custodial or safekeeping account; provided however, the Cashier or Assistant Cashier or Secretary or Assistant Secretary, or any other officer designated by the Cashier or Assistant Cashier or Secretary or Assistant Secretary, from time to time may designate and rescind designations of specific officers and employees to sign these transactions in the name of the Bank.

13. RESOLVED FURTHER, that certification of resolutions adopted by the Board of Directors and certifications of incumbency of officers or designation shall be signed by the Secretary or any Assistant Secretary of the Bank. The Secretary or any Assistant Secretary also may execute certifications of records, confirmations, acknowledgments and affidavits.
14. RESOLVED FURTHER, that mechanical or facsimile signatures may be used on stock certificates, dividend checks, interest checks, salary and other payroll checks, pension checks and checks representing distributions to trust beneficiaries when any check is drawn by the Bank on itself or one of its depositories.
15. RESOLVED FURTHER, that the Cashier or Assistant Cashier or Secretary or Assistant Secretary, or any other officer designated by the Cashier or Assistant Cashier or Secretary or Assistant Secretary, is authorized and instructed by appropriate means in his or her discretion to certify to correspondent banks and other persons dealing with the Bank the authority and signatures of all persons who are authorized to sign instruments in the name of the Bank according to the foregoing resolutions, and similarly to certify all revocations of any authority and to maintain in his or her office a complete record of these certifications. For purposes of this resolution, Cashier and Assistant Cashier shall have the same meaning as Treasurer and Assistant Treasurer.
16. RESOLVED FURTHER, that all prior resolutions inconsistent with the foregoing resolutions are rescinded.

EXHIBIT C

COMERICA BANK
REGULAR MEETING OF THE BOARD OF DIRECTORS
JULY 15, 2003

RESOLUTION: CLARIFYING DIVISIONAL TITLE AUTHORITY

WHEREAS, Comerica Bank (the "Bank") is the surviving entity in a merger with Comerica Bank-California and Comerica Bank-Texas;

WHEREAS, certain of the former officers of Comerica Bank-California ("Former California Officers") and Comerica Bank-Texas ("Former Texas Officers") are now officers of the Bank;

WHEREAS, the Bank titles of Former California Officers generally are followed with divisional demarcations including, without limitation, "Western Division," "Technology & Life Sciences-Division," "Financial Services-Division," "SBA-Division," "Entertainment-Division" or "Merchant Services-Division" and the Bank titles of Former Texas Officers generally are followed with divisional demarcations including, without limitation, "Texas Division" or "Houston Region";

WHEREAS, the titles of Former California Officers and Former Texas Officers are typically one level higher than the respective titles of equivalent officers of the Bank; and

WHEREAS, the Bank periodically grants certain officers the authority to take or cause to be taken various actions, such as is done (by way of example) in the following sample resolution:

RESOLVED, that the Chairman, President and Chief Executive Officer, any Vice Chairman, any Executive Vice President, Senior Vice President or their designees (collectively, the "Authorized Officers") are individually authorized to take or cause to be taken any and all actions, and to execute and deliver or cause to be executed and delivered all agreements, documents, certificates and undertakings, in the name and on behalf of the Bank, as the Authorized Officer shall determine to be necessary, advisable, appropriate or desirable to carry out the intent of the foregoing resolutions.

NOW THEREFORE, BE IT RESOLVED, that, unless specifically stated otherwise, when Bank officers of a particular title level are granted authority in a Bank Board resolution, such officer title shall be deemed to mean (i) a non-divisional title or (ii) a divisional title that is one level higher than the one listed. For example, if a Bank Board resolution grants authority to any First Vice President, such authority shall only be conferred upon non-divisional First Vice Presidents or divisional Senior Vice Presidents.

RESOLVED FURTHER, that the Secretary or Assistant Secretary of the Bank is hereby authorized to amend these resolutions to correct them for any scrivener's or other errors, to provide clarification thereof or to ensure technical compliance with applicable law, order or regulation, and such resolutions are hereby deemed adopted *in haec verba* with the same force and effect as if set forth herein at length and that copies thereof be filed with the records of the Bank.

EXHIBIT D

COMERICA BANK
REGULAR MEETING OF THE BOARD OF DIRECTORS
FEBRUARY 15, 2006

RESOLUTION: DIVISIONAL TITLES

WHEREAS, the titles of certain officers of Comerica Bank (the "Bank") include the following geographical divisional demarcations: "Western Division," "Texas Division" and "Florida Division"; and

WHEREAS, the Bank desires to change the foregoing "Division" demarcations to "Market" demarcations.

NOW THEREFORE, BE IT RESOLVED, that any reference to the word "Division" in the titles of individual officers assigned to any of the foregoing geographical divisions of the Bank shall be, and the same hereby is, replaced with the word "Market";

RESOLVED FURTHER, that the Secretary or Assistant Secretary of the Bank is hereby authorized to amend these resolutions to correct them for any scrivener's or other errors, to provide clarification thereof or to ensure technical compliance with applicable law, order or regulation, and such resolutions are hereby deemed adopted *in haec verba* with the same force and effect as if set forth herein at length and that copies thereof be filed with the records of the Bank.

EXHIBIT A

DESCRIPTION OF THE PREMISES

The Premises shall include certain space designed by the Lessor sufficient to house one (1) ATM within the following locations of the Lessor:

<u>Building Name</u>	<u>Location / Address</u>	<u>Type of ATM</u>
2 nd Precinct	13530 Lesure, Detroit, MI 48227	Cash Dispensing Only
4 th Precinct	4700 W. Fort, Detroit, MI 48209	Cash Dispensing Only
6 th Precinct	11450 Warwick, Detroit, MI 48228	Cash Dispensing Only
9 th Precinct	11187 Gratiot, Detroit, MI 48205	Cash Dispensing Only
11 th Precinct	1500 Nevada, Detroit, MI 48234	Cash Dispensing Only
12 th Precinct	1440 W. 7 Mile Road, Detroit, MI 48203	Cash Dispensing Only
Detroit Detention Center	17601 Mound Road, Detroit, MI 48212	Cash Dispensing Only

In the event that the location of a respective precinct changes during the Lease Term, the Lessee shall remove its ATM at that respective precinct within 14 days of receipt of a written notice from Lessor and Lessee shall relocate such ATM to the new location of the respective precinct as designated by Lessor in such written notice.