


David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Senior City Planner
Janese Chapman
Deputy Director

John Alexander
LaKisha Barclift, Esq.
M. Rory Bolger, Ph.D., AICP
Elizabeth Cabot, Esq.
Tasha Cowen
Richard Drumb
George Etheridge
Deborah Goldstein

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

Christopher Gulock, AICP
Derrick Headd
Marcel Hurt, Esq.
Kimani Jeffrey
Anne Marie Langan
Jamie Murphy
Carolyn Nelson
Kim Newby
Analine Powers, Ph.D.
Jennifer Reinhardt
Sabrina Shockley
Thomas Stephens, Esq.
David Teeter
Theresa Thomas
Kathryn Lynch Underwood
Ashley A. Wilson

TO: Detroit City Council

FROM: David Whitaker, Director
Legislative Policy Division 

DATE: April 17, 2019

RE: **Report on Development Commitments made Regarding the Event Center Ancillary Development Project**

Council Member Castañeda-López has requested a review and status of the construction and post-construction development commitments made by Olympia Development¹ entities regarding the Event Center and Ancillary Development Project. The Legislative Policy Division (LPD) was assigned to identify the commitments and status, while the Law Department was to determine the remedies available for failure to meet the commitments made.

In light of the fact that nearly all terms of a contract are commitments undertaken by the parties, LPD has tried to identify those particular commitments of Olympia Development entities that were intended to impact the community (for example: commitments regarding employment and development surrounding the area).

The construction and post construction commitments made by the Olympia Development entities regarding the Events Center (also known as the Little Caesar's Arena) are relative to two primary agreements. One is the First Amended and Restated Concession and Management Agreement (CMA) between the Detroit Downtown Development Authority (DDA) and Olympia Entertainment Events Center, LLC (ODMEC). The other is the Master Development and Reimbursement Agreement (EC Ancillary Development Project), hereinafter referred to as the

¹ The agreements reviewed are entered into by what appears to be two separate legal entities of Olympia Development. The First Amended and Restated Concession and Management Agreement is signed by Olympia Entertainment Events Center, LLC (This entity is the successor in interest of Olympia Development of Michigan Events Center, LLC). The Master Development and Reimbursement Agreement (EC Ancillary Development Project) is signed by Olympia Development of Michigan, LLC.

MDR, between the Detroit Downtown Development Authority (DDA) and Olympia Development of Michigan, Inc., (ODM).

LPD notes that these two agreements are relative to the construction and development of the Events Center as well as the properties in the surrounding area identified as the Ancillary Development Properties². The two agreements do not address other concerns in the area that are not specifically detailed within the four corners of the documents.³ It is under this paradigm that Olympia Development entities can be in compliance with most of the terms and conditions of the agreements while situations outside of the agreements are problematic within the community at large.

Having presented the various commitment terms to the DDA for review, LPD received information from Malinda Jensen, Senior Vice President for Governmental Affairs and Board Administration of the DDA, on the status of the commitments made. LPD has outlined each of the commitments of the respective Olympia Development entities and provided the accompanying status as provided by the DDA.

Two areas of concern regarding Olympia Development entities commitments are: (i) the post construction commitments in Section 22.2 of the CMA relative to jobs and contract opportunities; and (ii) the First Amendment to the MDR regarding the Eddystone Hotel.

With regard to post construction commitments under Section 22.2 of the CMA, there was a commitment to provide approximately 1,100 jobs at the Events Center as well as the use of “commercially reasonable efforts”⁴ to fill employment vacancies with Detroit residents, provide training opportunities to prepare Detroit residents for promotional opportunities and ensure that Detroit-based businesses and Detroit resident businesses are given opportunities to bid on contracts. The Olympia Development entity provided in excess of 3,000 jobs at the Events Center. However, much more information is needed to determine whether the commitment to providing Detroit residents jobs, training opportunities and contract opportunities for Detroit-based and Detroit resident owned businesses has been achieved.

In addition, under the MDR, the terms under which the redevelopment of the Eddystone Hotel was to occur included a completion date within one year of the issuance of a temporary certificate of occupancy for the Events Center. The temporary certificate of occupancy for the Events Center was received in the fall of 2017, before the October 5, 2017, Red Wings home

² The Ancillary Development Properties are defined as the properties identified in Exhibit A in the MDR, as amended from time to time pursuant to the Ancillary Land Transfer Agreement (between the City and the DDA). The Ancillary Development Properties consist of 26 properties located on Woodward Ave, Third and Fourth streets.

³ The referenced agreements and the terms and conditions thereof do not address the management, use or condition of properties owned by the Olympia entities or the Ilitch family that are outside of the Events Center and Ancillary Development Area. Any issues outside of the parameters of the agreements would need to be addressed by the appropriate agencies designated to handle such matters. Matters that would not be included in the terms and conditions of the agreements include but are not limited to the use of surface parking lots, street closures unrelated to the construction of the Events Center.

⁴ Under the CMA, “Commercially Reasonable Efforts” include but are not limited to, utilizing existing training and workforce programs developed by appropriate governmental agencies, civic organizations and community agencies, without limitation, the MEDC, Michigan Works! Associates, Detroit Employment Solutions Corporation, SER Metro Detroit, Mariner’s Inn, Focus Hope, Payne Pulliam School and the Skills Trades Taskforce, and other Detroit-based pre-employment and /or skills training programs (collectively the “Local Hiring Resources).

game. The Eddystone Hotel renovations should have been completed in the fall of 2018. ODM has failed to meet its commitment with regard to the Eddystone Hotel.⁵

Based on the information received from the DDA, it appears that the ODEMC may be in substantial compliance, with the terms and conditions of the CMA, except more information is needed with regard to the post construction employment and contract commitments regarding Detroit residents and Detroit-based or Detroit resident owned businesses. The other commitments under the CMA are outlined below.

In addition, based on the information received from the DDA, it appears that the ODM is in compliance, with the terms and conditions of the MDR, except for the redevelopment of the Eddystone Hotel, which was not completed within the committed one year timeframe. LPD notes that under the MDR, the “Deadline Date”⁶ for ODM’s \$200 million commitment to the Ancillary Development Area is five years after the first Red Wing home game. That deadline will occur on October 5, 2022.⁷ Because the deadlines for ODM’s commitments under the MDR (except for the Eddystone Hotel) have not yet occurred, those commitments have not yet been breached. The other commitments outlined in the MDR are also detailed below.

CMA (Amended and Restated Concession and Management Agreement) Applicable Provisions

The Amended and Restated Concession and Management Agreement (CMA) is an agreement between the Detroit Downtown Development Authority (DDA), Olympia Development of Michigan Events Center, LLC (ODMEC), and the Detroit Red Wings, Inc., dated December 11, 2014. The CMA provides the terms and conditions of the parties regarding the development, construction, financing, management, use and operation of the Events Center as set forth therein. Under the CMA the ODMEC made several commitments that were required to be conducted during and after construction of the Events Center. The most pertinent commitments made under the CMA are:

Article 2 Acquisition and Ownership of Events Center Property

Section 2.6, *Uniform Relocation Act*, indicates that ODMEC shall comply with the Uniform Relocation Act and all related federal, State and City statutes, ordinances and code requirements

⁵ The First Amendment provides that under Section 12.05, the remedy for ODM’s failure to complete the renovations of the Eddystone Hotel in conformance with the Agreement is a claim for “Specific Performance”. As defined by Blacks Law, “Specific Performance” is “The court order that is mandatory where a party must fulfill its contractual obligations according to the exact terms of the contract.”

⁶ The Deadline Date is defined as 5 years after the CMA Commencement Date. The Commencement Date of the Events Center is the first game of the Red Wings which occurred in October 5, 2017. Pursuant to the MDR, the Deadline Date would be October 5, 2022.

⁷ The deadline for an Acceptable Development Plan for the “Woodward Properties” is different than the deadline for the other Ancillary Development Properties. The Woodward Properties deadline was within three years of the effective date of the MDR (December 11, 2014), however, the Fourth Amendment to the MDR extended the deadline date to June 2019.

relating to the relocation of persons and businesses in connection with the DDA's acquisition of title to the Events Center property.

According to the representative of the DDA: the "ODMEC has completed its commitment".

Section 2.7, *Designated Historic Structures*, ODMEC shall follow all established procedures and processes relative to local or federally designated or eligible historic structures located on the Events Center Property, per applicable Federal, State or City laws, including but not limited to, compliance with historic designation requirements relative to demolition of historically designated buildings on the Events Center Property.

According to the representative of the DDA, the "ODMEC has completed its commitment".

Article 5 Construction

Section 5.6, *Access to Local Business during Construction*, ODMEC commits that during the construction of the Events Center project and improvements thereto, appropriate access to existing businesses located near the Events Center project will be provided.

According to the representative of the DDA: the "ODMEC has completed its commitment".

Article 11 Use of and Rights to Receive Revenue from the Events Center Property

Section 11.3 *DDA's Rights*, indicates that ODMEC commits to provide without payment of fees or any other consideration, (i) the use of one (1) suite and tickets for all seats in such suite for all Hockey Events and Concessionaire Non-Hockey Events at the Events Center to the same extent as provided to suite holders at the Events Center, and (ii) twelve (12) tickets (of which four (4) shall be "lower bowl" tickets) to all Hockey Events and Concessionaire Non-Hockey Events at the Events Center.⁸

According to the representative of the DDA: the "ODMEC has kept its commitment per the terms outlined in the agreement."

Under Section 11.3(b) ODMEC also commits to allow the DDA (subject to unavailability due to use reserved to ODMEC or the Red Wings) the use of the Events Center for a civic, charitable, or cultural purpose which does not compete with any business of OEDC or the Red Wings or related person. The use by the DDA for the allowed events shall be pursuant to the requirements set forth in the subsection including but not limited to providing written notice ninety (90) days in advance of the DDA Event. ODMEC shall provide the DDA a good faith estimate of managerial, operational, maintenance, utility and any other costs which will be incurred as a result of the DDA Event.

⁸ LPD notes that Section 11.4 provides the Michigan Economic Development Corporation identical use to a suite and tickets for Hockey events and Non-Hockey Events at the Events Center.

According to the representative of the DDA: “To date, the DDA has not made a request to use certain areas within the Events center for the events as described in Section 11.3 (b).”

Section 11.3(c) provides that the DDA shall have the right to retain the net revenues (all revenues realized from ticket sales or the equivalent, less the cost of preparation, operation staffing, security, clean up, playing field protection, utilities and restoration, if required) for each DDA Event and that percentage agreed to by ODMEC and the DDA of the revenues from parking related to the DDA Event and sales of food and beverages at the Events Center other than the “Stadium Club”. Section 11.3(d) indicate the rights under this Section is conditioned upon there being an Agreement between the DDA and ODMEC that would require the DDA to either prepay subject to final accounting and reconciliation, or, within thirty (30) days after receipt of an itemized statement of the actual costs from ODMEC, reimburse all reasonable costs anticipated to be incurred as a result of a proposed DDA Event.

According to the representative of the DDA: “To date, the DDA has not made a request to use certain areas within the Events Center”.

Article 12 Operating Costs, Maintenance, Repairs and Management

Section 12.2(d) indicates that ODMEC commits to pay reasonable cost that are related to and germane to security both outside and inside the Events Center.

According to the representative of the DDA:

“Need to defer to Police Department. It’s our understanding that there is a secondary police agreement but LPD needs to confirm its existence with DPD.”
LPD notes that ODM entered into a Security Plan for Events Center with the City’s Police Chief on April 15, 2014.⁹

Article 22 Events Center Business and Workforce Participation and Outreach Plan

Section 22.1 *Construction Contract*, indicates that ODMEC will incorporate provisions requiring the Construction Contractor to implement and administer business and workforce participation and outreach plan for involving Detroit Headquartered and Detroit-based businesses, and bona-fide City residents in the work to be performed and materials to be supplied in connection with the construction of the Events Center Project. Also included is the Apprentice Program¹⁰ under

⁹ Should City Council require more information regarding the nature and extent of this Security Plan and Detroit Police Department involvement therein, perhaps the Law Department might be consulted so that Council might be fully briefed in a privileged and confidential manner.

¹⁰ The Apprentice Program is outlined in Section XIV of Exhibit I of the CMA. It is designed to create employment opportunities for Targeted Persons (individuals that are bona-fide Detroit residents) so that they may participate in the construction of the Events Center. The DDA is to provide copies of the reports from ODMEC received under Section XV of Exhibit I, of the CMA that includes the Business Compliance Report, the Apprenticeship Status Report, as well as the Labor Compliance Report regarding the construction of the Events Center.

which ODMEC committed to utilizing commercially reasonable efforts to develop a robust apprenticeship program by utilizing Greater Detroit unionized construction apprentice schools and other apprentice training groups to accomplish that end.

According to the representative of the DDA:

“ODMEC has kept its commitment and worked with the Civil Rights, Inclusion and Opportunity Department, formerly known as the Human Rights Department to monitor business and workforce participation compliance with the Executive Orders, and where applicable, make cash or other contributions as required by the Executive Orders.”

Section 22.2 *Post Construction Inclusion Plan and Employment Objectives*, this provision indicates that ODMEC seeks to maximize the opportunities to hire and promote Detroit residents and the purchase of goods, supplies and services from business located in Detroit or owned by Detroit residents in connection with ongoing operations of the Events Center. The provision estimates that there will be approximately 1,100 jobs at the Events Center. ODMEC anticipated that the proportion of jobs filled by Detroit residents at the Events Center will be consistent with or greater than the number of jobs at the Joe Louis Arena. ODMEC committed to use commercially reasonable efforts¹¹ to recruit qualified Detroit residents to fill employee vacancies at the Event Center, provide internal and external development and training opportunities to prepare Detroit resident employees to qualify for promotional opportunities and ensure that Detroit-based and Detroit resident-owned businesses are given ample opportunities to bid on contracts for goods, supplies and services at the Event Center. ODMEC also committed to using commercially reasonable efforts to recruit qualified Detroit residents or workforce programs such as Clean Detroit for ongoing maintenance activities at the Event Center as well as encourage its vendors to hire and use Detroit residents and businesses and provide special consideration to those who do so.

According to the representative of the DDA:

“To adhere to its annual reporting requirements, the DDA does request employment data from the largest employers in the Downtown Development Authority (DDA). In 2018, ODM reported 143 full-time positions and 3,028 part-time positions employed at Little Caesars arena.”

“The DDA is entitled to request a meeting with the Concessionaire to discuss its efforts and results under this section and the possibility of developing or identifying additional resources or programs to advance these goals as outlined in Section 22.2 (a). The DDA will request a meeting by May 1, 2019 with a follow-up meeting to be scheduled thereafter. Going forward, the DDA will continue to request employment data at Little Caesars arena. This information will be included in the annual DDA Report that is submitted to the state, per the requirement of PA 57 (formerly PA 197) and Detroit City Council.”

¹¹ Section 22.2 provides that “commercially reasonable efforts” include utilizing existing training and workforce programs developed by governmental, civic and community agencies such as MEDC, Michigan Works! Associates, Detroit Employment Solutions Corporation, SER-Metro Detroit, Mariner’s Inn, Focus: Hope, Payne Pulliam School and the Skilled Trades Task Force as well as other Detroit-based pre-employment and/or skills-training programs.

LPD notes that the DDA did not have information regarding the breakdown of Detroit residents employed; training opportunities to prepare Detroit residents; and Detroit-based businesses and Detroit resident businesses opportunities to bid on contracts. The DDA indicated they “will definitely request more detailed information going forward... also reaching out to CRIO since they monitored EO compliance on the construction of the LCA.”¹²

Article 23 Community Development and Youth Programs

Section 23.1 *Community Development and Youth Programs*, indicates that ODMEC will engage in community development and youth programs and outreach efforts within the city of Detroit designed to introduce Detroit youth to the game of hockey and/or sports and entertainment business or otherwise foster positive local change throughout the community. ODMEC will provide to the DDA not more than one (1) time per calendar year a report summarizing such program undertaken in the previous calendar year and a description of the program anticipated to be undertaken in the current calendar year.

According to the representative of the DDA:

“The DDA has the option to request a Community Development Youth Program report no more than once per year. Since the arena opened in September 2017, we waited until after the first of the year to request this report. Going forward, the DDA will continue to request the report during the first quarter of each calendar year.”

“ODMEC submitted the first report in February 2019 and has kept its commitment per the terms outlined in this agreement.” (See Attachment A)

Section 23.2 *Neighborhood Advisory Committee*, indicates the ODMEC shall appoint and maintain a liaison to communicate with the NAC and provide a consistent, reliable contact point for the NAC. ODMEC will meet regularly on a least a quarterly basis and continue to do so for a minimum of two (2) years after the Commencement Date or five (5) years from the NAC’s formation. ODMEC shall solicit and consider advisory input as to the Events Center Project on activities relating to: design and signage, development and construction; traffic and transportation; parking; security; use and support of local businesses; vending and snow removal and management; issues related to Cass Park; historic preservation; post construction hiring; property maintenance; green initiatives; community needs and recommendations as to charity groups to support.

According to the representative of the DDA, the “ODMEC has kept its commitment per the terms outlined in the agreement.”

Applicable Provisions of the MDR

¹² It might be helpful if this provision was flagged by an appropriate Standing Committee of City Council and monitored for oversight purposes pursuant to Section 4-109 of the City Charter.

(The Master Development and Reimbursement Agreement/ EC Ancillary Development Project)

The Master Development and Reimbursement Agreement (EC Ancillary Development Project¹³) is an agreement dated December 11, 2014, between the Detroit Downtown Development Authority (DDA) and the Olympia Development of Michigan, Inc., (ODM). The Master Development and Reimbursement Agreement (MDR) provides the terms and conditions upon which the parties agree the Event Center Ancillary Development Project (Ancillary Development Project) will proceed. As earlier indicated LPD received status information from Malinda Jensen, Senior Vice President for Governmental Affairs and Board Administration of the DDA. The pertinent commitments of the ODM as they relate to Ancillary Development Project are as follows:

Article II General Provisions

Article II of the MDR provides under Section 2.01 that ODM or its affiliate shall make or cause other parties to make a financial investment in Projects in the EC Ancillary Development Area in not less than \$200 million. The Commitment shall be satisfied if, on or before the Deadline Date. ODM its affiliates or other developers shall have submitted and the DDA shall have approved "Accepted Development Plans" with Aggregate Budgeted "Eligible Cost" of at least \$200 million. Section 2.02 provides that the DDA commits to reimburse ODM in the manner described in Section 6.03 for Eligible Costs incurred in connection with the Project in an amount not to exceed the "Maximum Reimbursement".¹⁴

According to the representative of the DDA the commitments made by ODM have been met. See attachment B regarding Article II.

Section 2.03a, provides the conditions to the DDA's commitment as being contingent upon the occurrence of both the following: (1) on or before the Deadline, ODM (its affiliate or developer) shall have submitted and the DDA have approved Accepted Development Plans with aggregate Budgeted Eligible Costs of at least \$200 million; and (2) Projects have been completed, within the timeframes described in the respective Development Plans for such Projects and with Eligible Costs of at least \$200 million and otherwise in accordance with Accepted Development Plans, evidenced by the issuance of one or more certificates of compliance for such Projects.

According to the representative of the DDA the commitments made by ODM have been met. See attachment B regarding Article II.

¹³ The EC Ancillary Development Project is the development that is intended to take place in the area surrounding the Event Center.

¹⁴ The Maximum Reimbursement under the MDR is defined as \$62 million (Subject to adjustment). Section 6.01 provides the Maximum Reimbursement may be increased to \$74 million provided that each of the following occurs: (i) the Michigan Strategic Fund shall have approved said increase; (ii) the DDA Plan shall have been amended to account for said increase; and (iii) the amended DDA Plan have been approved by the DDA Board of Directors and the City Council. Each of the conditions were met and the amount was modified to \$74 million in the First Amended and Restated Concession and Management Agreement dated July 11, 2016.

Under Section 2.03b, the failure to complete a particular project in accordance with the Project Specific Development Agreement or to obtain a Certificate of Completion (A non-completed Project) shall not constitute (1) a failure of the Reimbursement Conditions so long as the Reimbursement Conditions are satisfied by virtue of other Projects, or (2) A breach of default under the MDR: (i) if on a particular project the actual eligible costs incurred exceed the Budgeted Eligible Costs for the project, or (ii) the actual eligible costs incurred are less than the Budgeted Eligible Costs for the Project, then the Actual eligible costs incurred for the Project shall be used to determine satisfaction of the Reimbursement Conditions.

According to the representative of the DDA, the commitments made by ODM have been met. See attachment B regarding Article II.

On April 22, 2015, the First Amendment to the MDR was executed to add Section 2.04 *Eddystone Hotel*, where ODM committed to redevelop or cause an affiliate or another developer to redevelop the Eddystone Hotel for commercial and residential use with a 20% affordable housing component. Also included was restoration of the façade in compliance with established procedures and process relative to historic structures per federal, state and local laws.¹⁵ The Eddystone was to be completed within one year of the issuance of the temporary certificate of occupancy for the Events Center. The First Amendment to the MDR also amended Section 12.05 by providing that the City of Detroit (City) is a third-party beneficiary of the MDR regarding ODM's obligations to the Eddystone under Section 2.04 only. The provision sets forth that monetary damages are inadequate as a remedy for default and that the City shall have a right to pursue a claim for specific performance against ODM and the owner of the Eddystone building and parcel.

According to the representative of the DDA:

“Project has been delayed. The DDA monitors development agreements to which we are a party and decides on a case by case basis with the Administration how to work with developers who encounter delays.”

Article IV

Conveyance of Ancillary Development Properties

Section 4.01 *Sale/Transfer*, indicates that within thirty (30) days of the DDA securing fee simple title to any Ancillary Development Property¹⁶, the DDA shall convey the subject property to ODM or its affiliate by Quit-Claim Deed subject to a payment of fair market value. However, with respect to the “Woodward Properties”¹⁷ each Woodward Property shall be conveyed to ODM or its affiliate for fair market value upon the execution by the DDA and a Developer of a

¹⁵ The Amendment adding to Section 2.04 further provided that the renovations to the Eddystone may be completed pursuant to a Development Plan submitted to the DDA, however, the party submitting the plan may elect not to have the eligible costs relating to the hotel renovation apply to the satisfaction of the ODM Commitment.

¹⁶ The Ancillary Development Properties are defined as the properties identified in Exhibit A in the MDR, as amended from time to time pursuant to the Ancillary Land transfer Agreement (between the City and the DDA). The Ancillary Development Properties consist of 26 properties located on Woodward Ave, Third and Fourth streets.

¹⁷ The Woodward Properties are identified in Schedule I of the MDR and consist of 15 properties located on Woodward Ave

Development Agreement¹⁸ relating to such properties. The DDA may impose restrictions on the user of the Woodward Properties prior to the approval of an Accepted Development Plan in its reasonable discretion. The DDA shall permit all or any portion of the Woodward Properties to be used as (i) a temporary staging area for construction of the Events Center Project and/or any projects subject to an Accepted Development Plan (so long as such projects are adjacent to, or in close proximity, to such Woodward Property) (ii) parking to the extent provided for in an Accepted Development Plan for the Applicable Woodward Properties, (iii) Commercial Surface Parking on an interim basis to the extent reasonably agreed to by the DDA and a Developer. Section 401a was amended in the Second Amendment to the MDR to add subsection (iv) for a pedestrian plaza and outdoor gathering and entertainment space.

According to the representative of the DDA:

“All “Woodward Properties” have approved development plans except for the property at the corner of Woodward and I-75. The deadline for this property has been extended to June 28, 2019.”

Section 4.01a was amended under the Third and Fourth Amendments to the MDR in December 2017 and June 2018 respectively. The Third Amendment extended the deadline for the submission of an Accepted Development Plan (Initial Development Period) for the Remaining Woodward Properties to June 29, 2018. The Fourth Amendment extended the deadline for the Initial Development Period to June 28, 2019.

Article V

EC Ancillary Development

Section 5.01 *Submittal of Development Plan*, indicates that any time on or before the Deadline, ODM, its Affiliate or a proposed Developer may submit to the DDA one or more Development Plan(s) for a project or projects within the EC Ancillary Development Area.

According to the representative of the DDA:

“Development Plans that have been submitted and approved by the DDA have met this requirement. As referenced above, the development plan for the sole remaining Woodward Property has been extended to June 28, 2019. The deadline for non-Woodward properties is five years after the CMA Commencement Date, September 2022.”

Section 5.02 *Review/Rejection/Acceptance of Development Plan(s)*, indicates that within 30 days of receipt of a Development Plan by ODM, its Affiliate or a proposed Developer, the DDA shall review the Development Plan and provide ODM (and such Developer) a written statement stating the DDA’s acceptance or rejection of the Development Plan.¹⁹ If the DDA rejects the

¹⁸ The Development Agreement shall provide, among other things, that if the Woodward Property is not subject to an Accepted Development Plan, within three (3) years after the Effective Date of this Agreement, the Woodward Property shall be reconveyed to the DDA in accordance with Section 4.06.

¹⁹ The DDA may use its reasonable judgment consistent with its usual standards and practices in making its determination of acceptance or rejection of the Development Plan. The DDA may consider several factor in making

Development Plan, in whole or in part, the written statement shall set forth the reasons for the rejection as well as a list of actions that can be taken by ODM or the Developer to obtain approval as long as the proposed Development Plan satisfies the requirements in Section 5.01a. The DDA acknowledges that the projects listed in Schedule 2 of the MDR are of the nature and character of projects that would be acceptable to the DDA.²⁰ The acceptance, rejection, resubmission of a corrected Development Plan (with respect to the original Development Plan) shall be submitted to allow reasonable review by the DDA prior to the Deadline.

According to the representative of the DDA: “ODMEC and DDA has maintain compliance with this provision.”

Section 5.08 *NAC; Public Spaces*, indicates that ODM commits to solicit and consider advisory input regarding ODM’s Projects in the EC Ancillary Development Area relating to the following: issues related to Cass Park; mixed income development and community needs. ODM shall seek advisory input from the NAC as to how local neighborhood Detroit businesses and entrepreneurs may be included as part of retail development and projects that ODM or Developers will undertake in the EC Ancillary Development Area. The ODM and NAC shall share information with the community in a minimum of one (1) community presentation for the EC Ancillary Development Area. ODM, its Affiliates and Developer shall follow all established procedures and processes relative to local, state and federal designated or eligible historic structures in the EC Ancillary Development Area. The City is a third party beneficiary with respect to the NAC and ODM’s obligations contained in Section 5.08. The City shall have the right to enforce against ODM its failure to perform an declare a default and exercise the same remedies as the DDA as a result of such default and are limited to the available remedies and dispute resolution provisions set forth in the MDR.

According to the representative of the DDA

“ODM has identified a liaison to communicate with the NAC to provide regularly scheduled updates on the issues as referenced. The DDA also provides copies of its meeting notices and related materials regarding District Detroit and the EC Ancillary Development Area to the NAC Chair, Francis Grunow.”

“ODM representative shall meet regularly with NAC on at least a quarterly basis for a minimum of two (2) years after the Commencement Date or five years from the NAC’s formation, with the option to extend this period by mutual agreement of the City, the NAC and ODM.”

its determination including but not limited to: community needs; conformity of the Development Plan to the City’s Master Plan; and available financing.

²⁰ The projects listed under Schedule 2 of the MDR are: (i) Parking structure with 10,000 sq.ft. of Ground Floor Retail to support Events Center and Ancillary Development; DTE Substation; New Construction at Woodward near Sproat (105,000 sq.ft office and 35,000 sq.ft retail); 25,000 sq.ft Office/Retail on Woodward; Detroit Life Building Renovation (3,645 sq.ft retail and 35 units residential); Blenheim Building Renovation (1,833 sq.ft. retail and 16 units residential); 1922 Cass Building Renovation (70,000 sq.ft. office); New Parking Deck (700 cars) with 15,000 sq.ft ground floor retail at Clifford; and New Hotel/Retail – 20,000 sq.ft. floor space.

As indicated earlier, from the information provided by the DDA regarding the current status of the commitments outlined in the agreements, Olympia Development entities appear to have primarily complied, except for the redevelopment of the Eddystone Hotel. The Law Department has been requested to provide the remedy for any material breach of the commitments. With City Council's approval, LPD will forward this report to the Law Department.

ATTACHMENT A

Ilitch Holdings, Inc.

Fox Office Center
2211 Woodward Avenue
Detroit, Michigan 48201-3467
313.471.6600 Phone
313.471.6048 Fax

March 4, 2019

Malinda Jensen
City of Detroit Downtown Development Authority
500 Griswold, Suite 2200, 22nd Floor
Detroit, Michigan 48226

Re: Community Development and Youth Program Report

Dear Ms. Jensen:

As requested by the City of Detroit Downtown Development Authority (the "DDA"), and pursuant to Section 23.1 of the Amended and Restated Concession and Management Agreement dated December 11, 2014 (as amended) ("CMA"), this letter sets forth the Community Development and Youth Program Report of Olympia Entertainment Events Center, LLC ("Concessionaire").

As set forth below, Concessionaire, as well as its sub-concessionaires, affiliates and related entities, including Ilitch Charities, the Detroit Red Wings Foundation and the Detroit Tigers Foundation, have engaged in significant community development and youth programs and outreach efforts within the City of Detroit. The efforts are designed to introduce Detroit youth to the game of hockey and/or the sports and entertainment business or otherwise to foster positive social change throughout the community.

Below are highlights of some of the most impactful initiatives we have undertaken as well as a comprehensive list of the local organizations we have supported since the opening of Little Caesars Arena in October of 2017 through December 31, 2018 ("Report Period").

1. Introducing Detroit Youth to the Game of Hockey through the Detroit Red Wings School Assembly Program

During the Report Period, we have continued to introduce Detroit youth to the game of hockey through the Detroit Red Wings Assembly Program.

The above program, now in its 9th season, is a street and floor hockey initiative that also encourages students to live a healthy and active lifestyle, to save for college and to respect each other.

During the Report Period, the program has affected more than 6,000 students at 15 schools within the city of Detroit.

2. Introducing Detroit Youth to the Game of Baseball through Support of Detroit PAL

During the Report Period, we have continued to introduce Detroit youth to the game of baseball through direct support of Detroit PAL, including the Tiny Tigers program for young boys and girls.

In 2018, the Detroit Tigers Foundation donated more than 2,000 pieces of youth baseball and softball equipment to the Detroit Public Schools Community District that included approximately 1,000 baseballs and softballs, 100 bats, 30 sets of catcher's gear and 160 mitts.

The Detroit Tigers Foundation donated an additional 1,800 pieces of baseball gear to teams and charities in Detroit including nearly 1,200 baseball caps, 230 balls, mitts, bats, helmets and tees.

3. Introducing Detroit Youth to Another Sporting Activity through the Detroit Red Wings Road & Bicycle Safety Program

During the Report Period, we introduced Detroit youth to another sporting activity through the Detroit Red Wings Road & Bicycle Safety Program.

In concert with other sponsors, the Detroit Red Wings Road & Bicycle Safety Program provided instructive curricula, as well as new bicycles, helmets and locks for nearly 500 second grade students at 10 schools within the Detroit Public Schools Community District.

The bikes were presented at Little Caesars Arena by current Detroit Red Wings players and others. To support current and future education, an additional 100 bicycles, helmets and locks were distributed to the participating schools.

4. Introducing Detroit Youth to the Sports and Entertainment Businesses through the Cass Technical High School Internship Program

During the Report Period, we continued to introduce Detroit youth to the Sports and Entertainment Businesses through the Cass Technical High School Internship Program.

Our partnership with Detroit's Cass Technical High School is entering its fifth year this summer and provides paid internships for 24 public high school students at businesses like the Detroit Tigers, the Detroit Red Wings, Olympia Entertainment and Little Caesars.

These internships offer experience in the sports and entertainment businesses, as well as career paths in Communications, Human Resources, Sales & Marketing.

Since 2015, nearly 100 students have interned at the Ilitch companies where they have learned professional skills that will help them advance in school, college and throughout their careers.

5. Fostering Positive Social Change Throughout the Community

During the Report Period, we have engaged in other programs within the City of Detroit to foster positive social change throughout the community.

a. Visits to Hospitals, Veterans, and Firefighters

As they have for many years, the Detroit Tigers team players visited Detroit-based Children's Hospital of Michigan to spend time with young patients and their families. Visits were also made to the Michigan Veterans Foundation in Detroit and to the John D. Dingell VA Medical Center. Similarly, Detroit Tigers players also visited three Detroit firehouses to show support for the city's first responders.

b. Unveiling of Red Wings Play Zone at Children's Hospital

Continuing with its long-standing support of Children's Hospital of Michigan, the Detroit Red Wings unveiled the first Red Wings Play Zone at Children's Hospital of Michigan. The new amenity is a 1,700 square foot, state-of-the-art outdoor play area that provides a safe and fun escape for patients and their families. For a brief period of time, children are able to take their minds off of health-related issues, and, instead, explore, play and imagine together.

c. Little Caesars Arena Blood Drive

During the Report Period, The Via concourse at Little Caesars Arena was the host for the Red Cross of Southeastern Michigan's highly-successful blood drive. More than 200 people donated

223 units of blood, which were expected to aid as many as 560 hospital patients. Donors received tickets to shows or games for their contributions.

d. National Association of Black Journalists Townhall

Last year, our community outreach also included hosting a 2-hour townhall gathering with attendees of the annual National Association of Black Journalists Convention and Job Fair held in Detroit last summer.

Hundreds attended the event and heard frank conversations about diversity in Detroit and the field of journalism from a panel that included Detroit City Council president pro-tempore Mary Sheffield and other newsmakers.

Attendees from throughout the country were able to see first-hand the incredible progress being made in revitalizing city neighborhoods, downtown and The District Detroit.

e. Cass Park Adoption Program

In a partnership with Woodside Bible Church, we have continued to help maintain the historic Cass Park through the city's Adopt-A-Park program. In addition to park maintenance, for the past two years Ilitch Charities has organized a company volunteer program to help with additional cleanup. A similar employee volunteer effort has been conducted to support Core Orchards, an affiliate of Wolverine Human Services, one of Michigan's largest agencies rehabilitating youths in need.

f. Little Caesars Love Kitchen in Detroit

As part of the Little Caesars effort to provide meals to those in need across the country, the Little Caesars Love Kitchen, hosted nine servings and fed approximately 1,000 people during a 6-day visit to Detroit Rescue Mission Ministries homeless shelters throughout the city of Detroit and Highland Park, this year alone.

6. Additional Efforts

The above initiatives represent only a small portion of our overall outreach. Numerous organizations received monetary support as well as in-kind support.

a. Additional Organizations Receiving Monetary Support

Organizations that have received monetary or other support from us, our sub-concessionaries, affiliates and related entities include the following:



Alternative for Girls
 American Red Cross
 Arthritis Foundation of Michigan
 Autism Alliance of Michigan
 Belle Isle Conservancy
 Beyond Basics
 Big Brothers Big Sisters of
 Metropolitan Detroit
 Black Family Development
 Boy Scouts of America Great Lakes FS
 Council
 Boys & Girls Club of Southeastern
 Michigan
 CATCH: Sparky Anderson's Charity for
 Children
 Child and Family Services
 Children's Hospital of Michigan
 Foundation
 Children's Tumor Foundation
 City of Detroit Motor City Makeover
 City Year Detroit
 Clark Park Coalition
 Coalition On Temporary Shelter (COTS)
 College for Creative Studies
 Community Foundation for Southeast
 Michigan
 Community Social Services
 Crime Stoppers of Michigan
 Detroit Children's Choir
 Detroit Children's Fund
 Detroit Concert for a Cure
 Detroit Donates
 Detroit Entertainment District
 Association
 Detroit Institute of Arts (DIA)
 Detroit PAL
 Detroit Public Safety Foundation
 Detroit Public Schools Foundation
 Detroit Rescue Mission Ministries
 Detroit Sports Commission
 Detroit Sports Media
 Detroit Symphony Orchestra
 Detroit Windsor Dance Academy
 Detroit Youth Sports Commission
 Detroit Zoological Society
 Dignity Detroit
 Fisher House Detroit
 Forgotten Harvest
 Franklin-Wright Settlements

Goodfellows Fund
 Goodwill Industries of Greater Detroit
 Health Emergency Lifeline Programs
 Humble Design
 John D. Dingell VA Medical Center
 JVS Detroit
 Karmanos Cancer Institute

 Kids on the Go
 Latin Americans for Social and Economic Development
 (LA SED)
 Leukemia and Lymphoma Society

 Light Up Detroit

 Mack Alive
 March of Dimes

 Marine Week Detroit
 Mariners Inn
 Michigan Black Chamber of Commerce
 Michigan Fitness Foundation
 Michigan High School Baseball Coaches Association
 Michigan Jewish Sports Foundation
 Michigan Sports Hall of Fame

 Michigan Veterans Foundation
 Museum of Contemporary Art + Design (MOCAD)
 NAACP
 National Association of Black Journalists
 National Business League
 Neighborhood Service Organization (NSO)
 Old Newsboys' Goodfellow Fund of Detroit

 Payne Pulliam School of Trade & Commerce
 Pelotonia Cancer Research
 Rhonda Walker Foundation
 S.A.Y. Detroit
 SER-Metro Detroit
 St. Francis D'Assisi-St. Hedwig Parish
 Susan G. Komen (Pink Elevator)
 The Children's Center
 The EMG Foundation
 The Parade Company
 University Detroit Jesuit Scholarship
 Variety The Children's Charity
 Volunteers of America
 Wayne State University
 Women of Tomorrow

b. Additional Organizations Receiving In-Kind Donations

Organizations that have received in-kind donations from us, our sub-concessionaries, affiliates and related entities include the following:

A Place of Our Own Clubhouse	Caring Athletes Team for Children's and Henry Ford Hospitals
A.L. Holmes Academy of Blended Learning	Cass Community Social Services Inc
Accounting Aid Society	Cass Technical High School
Adams/Butzel Recreation Complex	CATCH: Sparky Anderson's Charity for Children
Adopt-A-Park Program	Catholic Youth Organization
Adult Well Being Services	Center For Success
Alpha Epsilon Phi Sorority	Central City Integ Health - Adult Foster Care/Employment
Alpha Kappa Alpha Foundation of Detroit	Centria Autism Services
Alternatives For Girls	Challenge Detroit
American Heart Association Walk	Charity Motors
American Human Rights Council	Charles H. Wright Museum of African American History
American Red Cross	Children's Hospital of Michigan Foundation
Amplify Christian Church	Children's Leukemia Foundation
Archdiocese of Detroit	Children's Miracle Network
Arthritis Foundation	Christ Child House
Arts and Scraps	Christ the King Parish
Autism Alliance of Michigan	City of Detroit - Water & Sewage Department Security
Ballet Folklorico De Detroit	Clark Park Coalition
Behavioral Health Professionals Inc.	Coalition on Temporary Shelter (COTS)
Belle Isle Conservancy	COBO - Office of Public Safety
Big Brothers Big Sisters of Metropolitan Detroit	Cody Rouge Community Action Alliance
Black Family Development, Inc.	Coleman A. Young Foundation
BoATFE G.R.E.A.T (Gang Resistance Educ. & Training)	College For Creative Studies
Boy Scouts of America	Commercial Real-Estate Women
Boys & Girls Club of SE Michigan	Commerorative Air Force Red Tails Squadron
Boys Hope Girls Hope	Communities of Hope
Brazeal + Dennard Chorale Choir	Community and Home Supports
Bridging Communities	Community Social Services Of Wayne County
Brown Bag Kitchen Workers	Core Orchards Detroit
Brush Park Manor	Corktown Development Corporation
Bunche Elementary Prep Academy	Covenant House Michigan
Burton International School	Creative Movement Brazil
Cancer Awareness and Resource Network	Crimestoppers of Michigan
Capuchin Soup Kitchen	Crossroads of Michigan
Carelton Elementary School	Detroit 300 Conservancy
Detroit Aint Violent Its Safe (DAVIS)	Detroit SWIMS
Detroit Area Pre-College Engineering Program	Detroit Vet Center
Detroit Baseball Clinics through Ike Blessitt	Detroit Wayne Mental Health Authority
Detroit Blight Busters	Detroit Yacht Club Foundation
Detroit Branch NAACP	Development Centers Detroit
Detroit Bridge Unit	Disabled American Veterans
Detroit Catholic Pastoral Alliance	Dixon Educational Learning Academy
Detroit Central City CMH - Women's Trauma Program	DMC Care Express

Detroit City Bikes
 Detroit Collegiate Preparatory HS at
 Northwestern
 Detroit Community Health Connection, Inc.
 Detroit Crime Commission
 Detroit Cristo Rey High School
 Detroit Dog Rescue
 Detroit Drug Enforcement Agency
 Detroit Experience Factory
 Detroit Fire Department - CR & PS
 Headquarters
 Detroit Goodfellows
 Detroit Hispanic Development Corporation
 Detroit Historical Society
 Detroit Hope Clubhouse - Development Centers
 Detroit Institute of Arts (DIA)
 Detroit Labor Force
 Detroit Leadership Academy
 Detroit Lions Foundation
 Detroit Merit Academy
 Detroit Metropolitan Bar Association

 Detroit PAL

 Detroit Parent Network
 Detroit Phoenix Center
 Detroit Police Department - 12th Precinct -
 Senior CG
 Detroit Police Department - 4th Precinct
 Detroit Police Department - 7th Precinct
 Detroit Police Department - Central Business
 District
 Detroit Police Department - Crime Scene
 Services
 Detroit Police Department - Downtown Tactical
 Ops
 Detroit Police Department - RSA

 Detroit Police Department - Special Victims
 Unit
 Detroit Police Department - Traffic Division

 Detroit Police Department Academy
 Detroit Prep
 Detroit Public Safety Foundation
 Detroit Public Schools Community District
 Detroit Recreation Center
 Detroit Rescue Mission Ministries
 Detroit Riverfront Conservancy
 Detroit Sports Commission
 Detroit Sports Media
 Detroit Sports Zone, Inc.

Don Bosco Hall
 Dove Academy Of Detroit

 Down Syndrome Guild of SE Michigan
 Downtown Boxing Gym
 Downtown Detroit Partnership
 Earhart Elementary & Middle School
 Eastern Market
 Edison Elementary
 Elizabeth Glaser Pediatric AIDS

 Epiphany Education Center
 Escuela Avancemos Academy
 Families on the Move
 Focus: HOPE
 Forgotten Harvest
 Franklin-Wright Settlements
 Free Legal Aid Clinic, Inc.
 Friends for Animal of Metro Detroit
 G.E.A.R. Services Detroit
 Galilee Missionary Baptist Church Men's
 Ministry
 GE Funding - Detroit Martial Arts Institute
 LS
 Girl Scouts of Southeastern MI
 Gleaners Community Food Bank
 Gompers Elementary

 Goodwill Industries of Greater Detroit
 Great Lakes Field Service Council
 Greater Grace Temple

 Greenfield Elementary PTA

 Greenhouse Apartments Group

 Hartford Nursing and Rehabilitation
 Center
 Health Emergency Lifeline Programs
 (HELP)
 Henry Ford Academy School for Creative
 Studies
 Henry Ford Health System - Detroit
 Holy Redeemer Grade School
 Holy Trinity Church
 Homes For Black Children
 HUDA Clinic
 Humble Design
 Inner City Clubhouse
 Jalen Rose Leadership Academy
 John D. Dingell VA Medical Center
 John R. King Academic Performing Arts
 Center

JVS Human Services Detroit
 Karmanos Cancer Institute
 Keeping Kids in the Game
 Kids Without Cancer
 Know Thyself Foundation
 Latino Family Services
 Let's Go Detroit
 Leukemia & Lymphoma Society
 Life Challenge Ministries
 Life Directions
 Life Remodeled
 LifeBUILDERS
 Lions Hearing Center of Michigan
 Loyola High School
 Lupus Detroit
 Majik Touch Dance Company
 Mariners Inn
 Mark Murray Elementary
 Martin Evans Missionary Baptist Church

 Martin Luther King Jr. School
 Marygrove College
 Matrix Human Services
 MCEDSV
 Mercy Education Project
 Metropolitan Detroit Center for Independent Living
 Metropolitan United Methodist Church
 Michael Lee Searcy Community Development Center
 Michelle Obama Tour
 Michigan Anti-Cruelty Society
 Michigan Black Chamber of Commerce
 Michigan Career Days
 Michigan Coalition for Human Rights
 Michigan Humane Society
 Michigan Medicare Medicaid Assistance/DAAoA
 Michigan Opera Theatre
 Michigan Psychoanalytic Foundation
 Michigan Roundtable for Diversity and Inclusion
 Michigan Tech: Detroit Chapter Scholarship
 Michigan Thanksgiving Day Parade
 Michigan Veterans Foundation

 Michigan Women's Foundation
 Midnight Golf Program
 Minds Matter of Detroit, Inc.
 Mittens for Detroit
 Most Holy Trinity School
 Motor City Bulldogs 8U
 MotorCity Makeover
 Mt. Carmel Missionary Baptist Church

National Black MBA Association
 National Business League
 Neighborhood Service Organization (NSO)
 New Bright Star Missionary Baptist Church
 New Galilee Missionary Baptist Church
 New Jerusalem Missionary Baptist Church
 No Child without a Christmas
 Northeast Guidance Center
 Old St. Mary's Catholic Church
 Orchard's Childrens Services
 Parade Company Thanksgiving Day
 Penrickton School for the Blind
 People for Palmer Park
 Pepsico Foundation
 Playworks
 Plymouth United Church of Christ
 Pope Francis Center
 Project Homeless Connect
 Province of St. Joseph of the Capuchin Soup Kitchen
 Raices Mexicanasa De Detroit
 Read to a Child, Inc.
 Rebel Nell (TEA)
 Restoration Fellowship Tabernacle
 Revive Detroit CD Corporation- Cody Rouge
 Rhonda Walker Foundation

 RIM Foundation
 Robert Mathog Lions Hearing Centers

 Robert R. Frank Student-Run Free Clinic
 Rock CF Foundation
 Ronald McDonald House Detroit
 Ross Initiative in Sports for Equality (RISE)
 Ruth Ellis
 S.A.Y. Detroit
 Sacred Heart Seminary
 SER Metro Detroit
 SHAR Rehabilitation Center
 Sheffield Manor Nursing and Rehab Center
 SMASH Scholars
 Society of St. Vincent de Paul
 Southeast Michigan Adult Rehabilitation Center
 Southern Style Care
 Southwest Aztecs
 Southwest Detroit Business Association
 Southwest Detroit Environmental Vision
 Spain Elementary School
 Spectrum Human Services
 Sphinx Organization
 St Dominic Outreach Center

National Association of Black Journalists
 St. Francis D'Assisi-St. Hedwig Parish
 St. John Hospital Foundation
 St. John's Episcopal Church
 St. Joseph Roman Catholic Church
 St. Paul of the Cross Passionist Retreat Center
 St. Vincent and Sarah Fisher Center
 Ste. Anne Parish de Detroit

 Summer in the City
 The Avalon Village

 The Beaumont Foundation

 The Boggs Educational Center Project Team
 The Children's Center
 Community Health & Social Services Center - La Vida
 The Detroit Regional LGBT Chamber of Commerce
 The Greening of Detroit
 The Heat and Warmth Fund (THAW)
 The Mattie H. Ware Community Fund
 The Natural Momma Me Initiative
 The Parade Company
 The Salvation Army - Adult Rehabilitation Center
 The Salvation Army - William Booth Legal Aid Clinic
 Third New Hope Baptist Church
 Thriveology
 Thurgood Marshall Elementary School
 Tiger Sharks Swim Team of Detroit
 Tour De Troit
 Toys for Tots
 Triumph Church
 Tux and Chucks
 U.S. Citizenship and Immigration Services
 UCP Detroit
 United Way for Southeastern Michigan
 University of Dayton - Detroit Alumni Chapter
 University of Detroit Jesuit High School and Academy
 University of Detroit Mercy
 Urban Link Village
 US Coast Guard - Sector Detroit
 Vernor Elementary School
 Vet Center - Detroit
 Victory Fellowship Missionary Baptist Church
 Volunteers of America
 Voyageur Academy
 Warren Plaza Apartments Senior Group
 Wayne Children's Healthcare Access Program
 Wayne County Airport Authority

St. Elizabeth Catholic Church
 Wayne County Medical Society Foundation
 Wayne County Sheriff
 Wayne County Sheriff - Reserve Division
 Wayne Metro Community Action Agency
 Wayne State Medical Alumni Association
 Wayne State University - Athletic Department
 Wayne State University - Community Health Pipeline
 Wayne State University - High Program
 Wayne State University - Kinesiology, Health and Sports
 Wayne State University - Mike Ilitch School of Business
 Wayne State University - Police Department
 Wayne State University - School of Medicine
 Wayne State University - Sports Management

 Wayne State University - Student Veterans
 Wayne State University - Youth Baseball Camp
 Wayne State University School of Medicine
 Whitman Elementary School
 William Booth Legal Aid Clinic
 Woodbridge Neighborhood Development
 Woodside Bible Church Detroit
 YMCA of Metropolitan Detroit

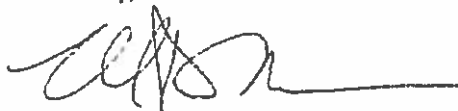
7. Our Commitment to the Detroit Community is Steadfast

Our commitment to the Detroit community has been steadfast for many years. Indeed, since 2000, the Ilitch companies, its ownership and charitable affiliates have provided \$190 million in grants and giving, most of it directed and impacting the city of Detroit.

We are proud of the volunteer, financial and in-kind support that we have provided and the incredible impact these programs have had on the people who live and work here.

We anticipate similar engagement across the broader Detroit community throughout 2019 and for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "M. McLauchlan", with a long horizontal line extending to the right.

Michael D. McLauchlan
Vice President Government Relations
Ilitch Holdings, Inc.

ATTACHMENT B

Status of commitments under Article II, Sections 2.01-2.03.

Article II

That ODM or its affiliate shall make or cause other parties to make a financial investment in Projects in the EC Ancillary Development Area in not less than \$200 million. The Commitment shall be satisfied if, on or before the Deadline Date.

Status:

The DDA has approved the following projects as part of the EC Ancillary Development Project, which projects will count towards the satisfaction of ODM's \$200 Million development commitment, and the completion of which is expected to satisfy in full the \$200 Million commitment:

- In September of 2016 the Board approved a development proposal for a new building to expand the Little Caesars headquarters. The proposed 234,000 square foot mixed use development is located at Columbia and Woodward and will have eight floors of office space and 24,000 square feet of ground retail floor space. In addition, the proposed plans include a sky walk connecting the new development to the Fox Office Building. Columbia Street will be reconstructed as a pedestrian friendly "Festival Street." Total investment is estimated at \$150 million. This project is referred to as the Little Caesars Global Resource Center Project. The expected completion date is June 2019.
- In September of 2016 the Board approved a development proposal for the property located at Henry and Cass for the development of a new seven-story above-grade parking structure with 525 spaces and approximately 7,000 square feet of ground floor retail on Henry Street. The investment is estimated at \$24.4 million. This project is referred to as the Henry Street Garage Project and has been substantially completed.
- In December of 2017 the Board approved a development proposal for the property located at Temple and Cass for the development of a new seven-story above-grade parking structure with approximately 730 spaces. The project is designed to accommodate residential and retail components for a future development. The investment is estimated at \$30 million. This project has been substantially completed.
- In December of 2017 the Board approved a development proposal for the two-story office building constructed above a one-story retail podium on the north side of Henry Street on the site of the Events Center (but, as described above, is not treated as part of the Events Center). The office building will house third party office tenants, and, in August 2018, Google opened new Detroit offices in the space. The investment is estimated at \$17.8 million.

In addition, the DDA has approved the following projects pursuant to the MDA; however, ODM has not requested the DDA to apply costs of these projects towards the satisfaction of the \$200 Million commitment.

• In July of 2016 the Board approved a development proposal for the property located at 2771 and 2743 Woodward for the development of a new 120,000 square foot school of business for Wayne State University to be known as the Michael Ilitch School of Business. Total Investment is estimated at \$59 million; however, because this project has been developed by WSU, a tax-exempt entity, as the lessee under a ground lease, the project is not subject to ad valorem property taxes.

• In June of 2018 the Board approved a development proposal for the development of a five-story office tower, including 110,000 square feet of office and 17,000 square feet of ground floor retail at the site located at 2715 Woodward, immediately north of the Events Center. The office space will be used in large part for the development of a sports medicine center operated by VHS Rehabilitation Institute of Michigan, Inc. and its affiliate VHS Physicians of Michigan, Inc., Warner, Norcross and Judd, LLP, has also executed a lease for space in the building, and it may also accommodate other office tenants. The investment is estimated at \$64.5 million.

The investment to be made in the EC Ancillary Development Project from the above approved projects is estimated at not less than \$345 million. The Concessionaire and its affiliates also contemplate further development throughout the Catalyst Development Area