AMENDMENT NO. 7

TO

CITY OF DETROIT BUILDING AUTHORITY PROFESSIONAL SERVICES AGREEMENT FOR PROPERTY MANAGEMENT SERVICES WITH

JOINT VENTURE OF SIGNATURE ASSOCIATES, INC. AND SUMMIT COMMERCIAL, LLC

THIS AMENDMENT AGREEMENT NO. 7 (hereinafter called the "Amendment No. 7"), dated as of this 23rd day of May, 2024 by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and the Joint Venture of SIGNATURE ASSOCIATES, INC., a Michigan corporation, located at One Towne Square, 12th Floor, Southfield, Michigan 48076 and SUMMIT COMMERCIAL, LLC, a Michigan limited liability company, located at 1407 Randolph, Suite 300, Detroit, Michigan 48226 (hereinafter called the "Professional Contractor" and/or the "Firm"), pertains to that certain Property Management Services Agreement between the Professional Contractor and the Authority (hereinafter called the "Contract").

WITNESSETH:

WHEREAS, on July 1, 2018, the Authority entered into a Property Management Services Agreement with Professional Contractor for management services; and

WHEREAS, on June 20, 2019, the Professional Contractor and the Authority entered into Contract Amendment No. 1 for move management services in an amount not to exceed Fifty-Two Thousand One Hundred Fifty and 00/100 (\$52,150.00); and

WHEREAS, on October 15, 2020, the Professional Contractor and the Authority entered into Contract Amendment No. 2 for additional move management services in an amount not to exceed Fourteen Thousand Ten and 00/100 (14,010.00) Dollars; and

WHEREAS, on June 17, 2021, the Professional Contractor and the Authority entered into Contract Amendment No. 3 for additional property management services in an amount not to exceed Seven Hundred Five Thousand Nine Hundred Ninety-Nine and 96/100 (\$705,999.96) Dollars; and

WHEREAS, on April 21, 2022, the Professional Contractor and the Authority entered into Contract Amendment No. 4 for extension of the Contract for an additional one-year period for an amount not to exceed Seven Hundred Five Thousand Nine Hundred Ninety-Nine and 96/100 (\$705,999.96) Dollars; and

WHEREAS, on May 23, 2023, the Professional Contractor and the Authority entered into Contract Amendment No. 5 for extension of the Contract for an additional one-year period for an amount not to exceed Seven Hundred Five Thousand Nine Hundred Ninety-Nine and 96/100 (\$705,999.96) Dollars; and

WHEREAS, on January 18, 2024, the Professional Contractor and the Authority entered into Contract Amendment No. 6 for extension of the Contract for an additional one-year period for an amount not to exceed Seven Hundred Five Thousand Nine Hundred Ninety-Nine and 96/100 (\$705,999.96) Dollars; and

WHEREAS, Article VIII provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services to be performed by the Professional Contractor which are mutually agreed upon by and between the Authority and the Professional Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Professional Contractor now desire to amend the Contract to provide for property transaction and support services for the acquisition of private property for DWSD's Brightmoor Stormwater Park Project as provided in Exhibit A-7 attached hereto in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); and

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

- 1. That compensation under Section 4.01(a) will be increased for an amount not to exceed of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), payable in monthly installments of Thirteen Thousand Eight Hundred Eighty-Eight and 89/100 Dollars (\$13,888.89).
- 2. Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Professional Contractor's performance of the Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.
- 3. Professional Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.
- 4. Professional Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Agreement or in connection with performing under the terms of the Agreement. Professional Contractor shall insert substantially similar

language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

- 5. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.
- 6. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment No. 7 and any of the provisions of the Contract, the provisions of this Amendment No. 7 shall control.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a Michigan public aythorny and body corporate
By:
Hakim W. Berry
its: Chairman
By:
Christopher T. Jackson
Its: Treasurer
SIGNATURE ASSOCIATES, INC. a Michigan
corporation _
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By:
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Its: SVP
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SUMMIT COMMERCIAL, LLC, a Michigan limited
liability company
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By:
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APPROVED AS TO FORM:

General Counsel

City of Detroit Building Authority

EXHIBIT A-7SCOPE OF SERVICES

The Contractor shall provide transactional and support services in acquiring Detroit Land Bank Authority parcels along with 13 privately-owned houses, 3 urban farms, and more than 10 vacant parcels. The services will include but not limited to acquiring & review of appraisals, title searches, attending meetings, and processing the acquisition of the properties.