

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of September __, 2025 by and between the Detroit Building Authority, a Michigan public authority and body corporate (the "DBA"), and Chirco Title Agency, Inc., a Michigan corporation (the "Escrow Agent").

WHEREAS, the City of Detroit (the "City") desires to further its efforts to make its infrastructure more climate resilient through the use of green stormwater infrastructure which will reduce basement backups and street flooding during significant rain and snow events ("Brightmoor Project");

WHEREAS, to achieve the public benefits associated with the Brightmoor Project, the City intends that the parcels of property identified on Attachment A ("Properties") be acquired by either voluntary acquisition or by eminent domain pursuant to the Uniform Condemnation Procedures Act, MCL 213.51, et seq. (collectively the "Acquisition"), and that the DBA, an independent public authority, will act solely as the City's agent for purposes of administering this Escrow Agreement in connection with the Acquisition;

WHEREAS, prior to any condemnation actions being filed, the amount estimated to be just compensation is required to be deposited with a bank, trust company, title company, state treasurer, municipal treasurer, or county treasurer as required by MCL 213.55(5);

WHEREAS, the initial estimate of the total aggregate cost of acquiring all of the property in the Acquisition is \$1,650,000.00 and this includes the purchase prices to be paid, including closing costs assessed by the Escrow Agent (the "Escrow Funds"); and

WHEREAS, Escrow Agent has agreed to hold the Escrow Funds and any additional deposits made in furtherance of the above-described Acquisition in the Escrow Account, as hereinafter defined, until such time as the DBA provides written disbursement instructions;

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

1. Appointment of Escrow Agent. The DBA hereby appoints the Escrow Agent to hold the Escrow Funds in escrow in accordance with the terms and conditions of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.
2. Receipt of the Initial Escrow Deposit. The Escrow Agent hereby agrees to accept the Escrow Funds and agrees to deposit same in an escrow account identified on Attachment B (the "Escrow Account"), which shall be administered through First Independence Bank, established in DBA's name as agent for the City, and which leverages industry standard security features.
3. Investments of the Escrow Fund. The Escrow Funds shall be held by the Escrow Agent in the Escrow Account and shall not be invested in any manner whatsoever. Notwithstanding the generality of the foregoing, the Escrow Account may be an interest-bearing account in a federally insured financial institution. All interest accrued on the Escrow Funds shall be for the

benefit of the City, with the DBA holding such funds solely as custodian and agent for the City.

4. Purpose of the Escrow Funds. The Escrow Funds are to be set aside and held for the purpose of securing and providing a source of funds which will be distributed in accordance with this Agreement to those owners of the Properties which are acquired by the City as part of the Acquisition, with the DBA acting as the City's agent solely for escrow administration.

5. Distribution of Escrow Funds. The Escrow Agent shall distribute the Escrow Funds upon receipt of, or otherwise in accordance with, written instruction (which may be in the form of an email) from Tyrone Clifton, DBA Director, or any designee identified by email from Mr. Clifton to the Escrow Agent ("~~each, an~~ Authorized Representative"). Upon receipt of written instructions from an Authorized Representative (each a "Distribution Instruction"), which instructions may include the direction to return all or part of the Escrow Funds to the DBA, the Escrow Agent shall make payment out of the Escrow Fund as soon as reasonably practicable after receipt of, and in accordance with, such Distribution Instruction. For avoidance of doubt, a Distribution Instruction delivered by any one Authorized Representative is sufficient.

6. Account Termination. Escrow Agent shall disburse to the DBA the balance of the Escrow Account (the "Excess Funds") within five (5) business days of receipt of written instructions from Authorized Representative directing the Escrow Agent to return the Excess Funds. This Agreement will terminate and be of no further force or effect upon the first to occur of (i) receipt by the DBA of the Excess Funds or (ii) receipt by the DBA of notice from the Escrow Agent that all disbursements required by any Distribution Instruction have been made in full and that there are no Excess Funds in the Escrow Account.

7. Concerning the Escrow Agent. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be held liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without gross negligence. Pursuant to this Escrow Agreement, failure to transfer or manage the Escrow Funds in accordance with the authorized Distribution Instruction from the DBA, including any misappropriation or invalid transfer of Escrow Funds in contravention to the DBA's exact instructions, shall amount to gross negligence;

(b) have no duty or responsibility to pay any federal, state or local income taxes on the escrowed funds or to make or file any tax returns or other governmental reports. The escrowed funds shall be deemed to be the property of the City, with the DBA holding such funds as agent and custodian on the City's behalf. The Escrow Agent shall comply with all applicable information-reporting requirements, including the filing of any Forms 1099, in the name of the City of Detroit, with the Internal Revenue Service, if required by law;

(c) only have those duties as are specifically provided herein, which shall be deemed purely ministerial in nature. The Escrow Agent shall neither be responsible for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instruments, or document and shall be required to act only pursuant to the terms and provisions of this Escrow Agreement. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder and no additional obligations of the Escrow Agent shall be implied from the terms of this

Escrow Agreement or any other agreement. The Escrow Agent agrees to make full disclosure concerning its duty herein and will exercise a high degree of care to conserve the money placed in escrow. The Escrow Agent agrees to keep the money in an FDIC insured institution(s) for the benefit of the DBA and will disburse the money as contemplated under Section 5 herein.

8. Notices. Any request, direction, notice, or other communication required or permitted to be made or given by any party hereto, shall be in writing, and shall be deemed sufficiently given for all purposes if transmitted via e-mail to all of the addresses indicated below:

(a) In the case of the DBA: Tyrone Clifton (tclifton@detroitmi.gov)
Sonali Patel (Sonali.Patel@detroitmi.gov)
Jonathan Demers (Jonathan.Demers@detroitmi.gov)
Mischa Boardman (MBoardman@zausmer.com)
Devin Sullivan (DSullivan@zausmer.com)

(b) In the case of the Escrow Agent: akeogh@chircotitle.com
mluberto@chircotitle.com
kkowalski@chircotitle.com

9. Resignation or Removal of Escrow Agent. The Escrow Agent may resign as such following the giving of thirty (30) days prior written notice to the DBA. Similarly, the Escrow Agent may be removed and replaced following the giving of thirty (30) days prior written notice to the Escrow Agent by the DBA. In either event, the duties of the Escrow Agent shall terminate (30) thirty days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and, the Escrow Agent shall then deliver the balance of the monies or assets then in its possession to a successor escrow agent as shall be appointed by the DBA as evidenced by a written notice filed with the Escrow Agent.

If the DBA shall have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Escrow Agent shall be deemed to have received a Distribution Instruction to return the Excess Funds as provided herein.

Upon acknowledgement by any successor escrow agent of the receipt of the balance of the monies or assets, in escrow, the Escrow Agent shall be fully released and relieved of all duties, responsibilities, and obligations under this Escrow Agreement.

10. Proof of Funds: At any time, the DBA may request a statement identifying the current proof of funds, detailing the Escrow Funds or Excess Funds, retained by Escrow Agent, and Escrow Agent shall have seven (7) Business Days to provide documents evidencing the status and amounts contained in the DBA's Escrow Account.

11. Monthly Reports: Escrow Agent shall provide DBA with a statement of current Escrow Funds currently held in the Escrow Account by the 15th of each month, which shall be securely emailed to DBA's Authorized Representative. The monthly report shall also identify a complete and accurate record of all transactions related to the Escrow Account, including but not limited to all deposits, withdrawals, interest, and accruals.

12. Fees and Costs: DBA shall be responsible for reimbursing Escrow Agent for the
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following fees in association with the wire fee, online banking fee, and monthly fee identified below. Escrow Agent shall provide DBA with a monthly invoice identifying expenses below along with proof of payment identifying Escrow Agent has paid the associated fees.

- \$20.00 – Monthly banking fee
- \$25.00 – One-time online banking fee
- \$20.00 – Wire Module monthly fee (or \$20.00 per wire submitted).

Except for those fees expressly enumerated above, Escrow Agent shall not charge the DBA any other fees, costs, or other expenses for holding, retaining, or managing the Escrow Funds, including administrative costs, overhead costs, or indirect costs, except for reasonable Escrow Fund transfer fees imposed by relevant financial institutions initiating the transfer, satisfactorily performed in accordance with the DBA's authorized requests.

13. Business Days. A Business Day means any day other than a Saturday, Sunday, or holiday on which banks are required or permitted by law to close for business in the State of Michigan or nationally.

14. Modification. No modification or amendment of this Escrow Agreement shall be valid unless the same is in writing and is signed by the DBA and the Escrow Agent.

15. Digital Signatures. The parties agree that the execution and transmittal of this Escrow Agreement by digital means shall be of the same binding effect as the handwritten execution upon an original copy of the Escrow Agreement. The parties agree that they will promptly forward to the others an executed original of the Escrow Agreement and any other document or notice to be delivered hereunder transmitted by digital means, but that the failure of a party to do so or the absence of arrival of any such executed Escrow Agreement, document or notice shall have no effect on the binding nature of such items transmitted by digital means.

16. Applicable Law. This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. Both Parties agree that venue shall be proper in Wayne County, Michigan.

17. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Invalid Clause. If any term, covenant, condition or provision of this Escrow Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.



19. Binding Effect. This Escrow Agreement shall be binding upon, and inure to the benefit of, the heirs, administrators, executors, successors, and assigns of the parties hereto.

20. Attachments Incorporated by Reference. Each of the Attachments referenced herein and attached hereto are incorporated by reference and made a part of this Agreement.

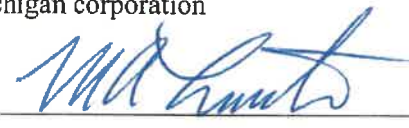
Signature Page
to
Escrow Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the day and year first above written.

DETROIT BUILDING AUTHORITY,
a Michigan public authority and body corporate

By: 
Jessica Parker
Its: Chairperson
By: 
Christopher T. Jackson
Its: Treasurer

Chirco Title Agency, Inc.,
a Michigan corporation

By: 
Its: PRESIDENT

ATTACHMENT B

Escrow Account Details

ESCROW ACCOUNT

Bank: First Independence Bank

Bank Address: ABA No.:

Account No.:

Reference: _____