

**AMENDMENT NUMBER 3  
TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC  
AND THE CITY OF ANN ARBOR FOR  
LEGAL SERVICES  
(PLATT CONVENIENCE, INC. V. CITY OF ANN ARBOR)**

This Amendment Number 3 (“Amendment”) is to the Agreement for legal services between the City of Ann Arbor, (“City”) and ROSATI SCHULTZ JOPPICH & AMTSBUECHLER PC, (“Firm”) which is dated 12-20-2021 (“Agreement”) as amended by Amendment Number 1 dated 7-18-2022, and Amendment Number 2 dated 6-12-2023. City and Firm agree to amend the Agreement as follows:

1. Exhibit B - Schedule of Fees and Costs is amended to read as follows:

Exhibit B, Schedule of Fees and Costs, is amended to reflect a third increase of \$315,000.00 in the not to exceed amount of authorized compensation which may be paid to the Firm (for a total not to exceed amount of \$1,125,000.00) and is replaced with the attached Third Amended Exhibit B, Schedule of Fees and Costs.

**GENERAL**

The Firm shall be paid a total amount to exceed \$1,125,000.00 for those services performed pursuant to this Agreement, inclusive of all fees and reimbursable expenses, in accordance with the terms and conditions herein and with Exhibit A in particular. The Fee Schedule below states the rates and reimbursable expenses the Firm may charge the City for the services.

2. The attached Exhibit B supersedes and replaces the previous Exhibit B.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Firm agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

**[SIGNATURE PAGE FOLLOWS]**

**ROSATI SCHULTZ JOPPICH &  
AMTSBUECHLER PC**

By: \_\_\_\_\_  
Name: Steven P. Joppich  
Title: Vice-President  
Date: \_\_\_\_\_

**CITY OF ANN ARBOR**

By: \_\_\_\_\_  
Name: Milton Dohoney Jr.  
Title: City Administrator  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Name: Atleen Kaur  
Title: City Attorney  
Date: \_\_\_\_\_

*(Signatures continue on following page)*

**CITY OF ANN ARBOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

Date: \_\_\_\_\_