LETTER OF INTENT

To: City of Novi

Date: April 2, 2026

Re: Novi Ice Arena

This letter of intent sets forth the basic terms on which Suburban Properties Novi, LLC, a Michigan Limited Liability Company (Buyer) of 23995 Freeway Park Drive, Farmington Hills, MI 48335 ("Buyer") would consider purchasing the above referenced real estate and all of the assets of the Arena ("Property") from City of Novi, 45175 Ten Mile Road, Novi, MI 48375 ("Seller").

This Letter of Intent, even if signed by Seller and Buyer, is not intended as and shall under no circumstances constitute an offer to purchase real property and all of the assets of the Arena by either Buyer or Seller or a Purchase and Sale Agreement between Buyer and Seller. Instead, it is merely an expression of interest by the undersigned of the terms and conditions under which Buyer and Seller agree to work in good faith to attempt to negotiate and enter into a mutually acceptable Purchase and Sale Agreement for the Property with the terms and conditions set forth herein being the basis for such negotiations.

Buyer proposes the following principal terms with respect to the Purchase of the Property:

1. **PURCHASE PRICE**: The purchase price shall be Three Million Six Hundred Seventy-five Thousand Dollars ($3,675,000.00), payable as follows:

a. Deposit of the sum of $200,000.00 upon the execution of a Purchase Agreement between Seller and Buyer; and

b. Payment of the sum of $3,475,000.00 in wired funds at closing.

2. **CONDITIONS**: The Purchase Agreement to be drafted between the parties shall contain the following conditions:

a. Buyer being satisfied with the results of a title search and survey of the Property.

b. Buyer being satisfied with the results of its inspections and studies of the real property and any improvements thereon. In connection therewith, Buyer shall be granted a 30-day feasibility period for said inspections and studies, including but not limited to, environmental investigations, and a physical inspection of the improvements. If Buyer is not satisfied with the results of the inspections, Buyer may terminate the Purchase Agreement at or prior to the expiration of the feasibility period and receive a full refund of the deposit.

c. Buyer shall have the option to assign this Letter of Intent to a new entity to be formed within the next seven (7) days.

3. **CLOSING**. Closing shall occur within thirty (30) days after the expiration of the feasibility period. Notwithstanding the foregoing, if closing does not occur by July 31, 2026, then either party may terminate the Purchase Agreement and Buyer shall receive a full refund of the deposit.

4. **BROKERAGE COMMISSION**. Each party shall warrant to the other that no real estate broker or other intermediaries were involved in the connection with this transaction.

5. **SELLER WARRANTIES**. The Purchase Agreement shall be subject to the following Seller warranties:

a. <u>Authority and Marketable Title</u>. Seller is the owner of the Property, possesses the requisite authority to enter into and perform this Agreement, and has the absolute right to sell, assign, and transfer the Property to Buyer at Settlement.

b. <u>No Pending Litigation or Bankruptcy</u>. There are no actions, suits or proceedings at law or in equity pending, threatened against, or affecting the Property before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality. No bankruptcy or similar action, whether voluntary or involuntary, is pending or is threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Settlement.

c. <u>No Outstanding Purchase Option</u>. No option, right of first refusal or other contractual opportunity to purchase the Property has been granted to, or executed with, a third-party that is enforceable against Seller and/or the Property giving such third party a right to purchase an interest in the Property or any party thereof.

d. <u>No Notice of Repairs</u>. Seller has received no written notice from any governmental agency that repairs, alterations or corrections that must be made to the Property.

e. <u>Utilities</u>. The Property is connected to a municipal water and sewer system and has utility meters installed within the Property.

f. <u>Hazardous Materials</u>. To the best of Seller's actual knowledge, no toxic or hazardous materials (as said terms are defined by federal or state laws) have been used, discharged or stored on or about the property in violation of said laws, and to the best of Seller's knowledge, no such toxic or hazardous materials are now or will be at Settlement located on or below the surface of the Property. There are no petroleum storage tanks located on or beneath the surface of the Property.

g. <u>Parties in Possession</u>. As of the Settlement date, there will be no adverse or other parties in possession of the Property or any part thereof, nor has any party been granted any license, lease or other right or interest relating to the use or possession of the Property or any part thereof, except the following: Suburban Arena Management – Novi, LLC.

h. <u>No Undisclosed Restrictions</u>. Seller has not, nor to the best of Seller's knowledge or belief has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property that has not specifically been disclosed to Buyer or wouldn't be revealed by a title report.

i. <u>Condition of Property</u>. Seller is not aware of any structural deficiencies with the building on the Property. All plumbing, electrical and HVAC systems shall be in working order at closing. Other than these limited warranties, the Property shall be sold in "AS IS" condition.

6. **CLOSING COSTS/PRORATIONS**. Each party hereto shall pay their own legal fees and costs in connection herewith. Seller shall pay the transfer taxes, and all costs incurred for obtaining a title commitment policy and clearing any title or survey objections to the Property. Customary prorations shall be made as of the closing date, including, real estate taxes and assessment.

7. **CONFIDENTIALITY.** Before the execution of the Purchase Agreement, without consent of Buyer, Seller will not disclose, and will cuase its respective representatives not to disclose, to any third party any information regarding the terms of the proposed acquisition, the existence of this Letter of Intent, or the existence or status of negotiaitons regarding the proposed acquisition. However, disclosures may be made by Seller (1) to those of its respective representatives who need to know such information for the purpose of evaluating or negotiating the proposed purchase and sale, including its respective partners, intended assigns, and professionals who may assist Seller with the matters concerning the purchase and sale of the property, and (2) to the extent required by applicable law, regulation, or legal or administrative process.

8. **EXCLUSIVITY.** Upon execution of this agreement and until thirty (30) days thereafter, the Seller, its owners and/or its advisors are prohibited from solicitation or communication in any form with other prospective buyers and/or investors of all or any portion of the Property, and will work exclusively with Buyer to execute a definitive Purchase Agreement.

This document is not an agreement, purchase offer, or binding legal instrument. Its only purpose is to allow the Seller to review and consider the proposed offer. If Seller is desirous of selling the Property, a Purchase Agreement will be prepared using the information contained herein. It is the intention of the parties to negotiate any remaining terms of the transaction and enter into a Purchase Agreement within seven (7) days from the execution date of this Letter of Intent.

BY SIGNING BELOW, THE PARTIES ENTER INTO THIS LETTER OF INTENT:

SELLER: City of Novi

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Name:_________________________
Title: _________________________
Date: _________________________

BUYER: Suburban Properties Novi, LLC

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Name: Thomas A. Anastos
Title: Managing Member
Date: April 2, 2026