

**AGREEMENT TO EXTEND A PREVIOUSLY-APPROVED  
ACT 210 COMMERCIAL REHABILITATION ABATEMENT**

**(SAKURA NOVI)**

The City of Novi ("City"), located at 45175 W. Ten Mile Road, Novi, MI 48375, and Sakura Novi, LLC, whose address is 350 North Old Woodward Ave. Ste 300, Birmingham, MI 48009 ("Sakura Novi") and Sakura Novi Residential, LLC, whose address is 6905 Telegraph Road Suite 200, Bloomfield Hills, MI 48301 ("Sakura Residential"), both as successors and assigns of Sakura Novi Land Development, LLC, a Michigan Limited Liability Company, agree as follows:

**Recitals**

- A. The City of Novi approved a Resolution on or about July 26, 2021, for a Commercial Rehabilitation Exemption Certificate under PA 210 of 2005 (Act 210) for a mixed-use, commercial and multiple-family development for the property located approximately at 42750 Grand River Avenue, Novi, Michigan, and the City and Sakura Land Development, LLC entered into an "Agreement Concerning Act 210 Commercial Rehabilitation Abatement" on or about August 21, 2021 (CRA Agreement) describing the terms and conditions of the City's approval under Act 210.
- B. The CRA Agreement allows the assignment of the CRA Agreement to other entities, including specifically, Sakura Novi LLC and/or Sakura Novi Residential, LLC.
- C. On September 9, 2021, Sakura Land Development assigned the CRA Agreement and its Application for the Exemption Certificate to Sakura Novi, LLC, as to the entire property affected; that is, current Parcel I.D. No. 22-23-126-018, all five units of the Sakura Novi Condominiums
- D. Sakura Novi, LLC, then assigned the Agreement and Exemption Certificate as to a **portion** of the Property, being Units 4 and 5 (Parcel I.D. Nos. 22-23-127-004 and 22-23-124-005, respectively) of the Sakura Novi Condominium to Sakura Novi Residential, LLC, which is a listed party in the CRA Agreement.
- E. The City's Resolution and the CRA Agreement both provided for an eight (8) year term of abatement. The parties have now agreed to extend that term to ten (10) years as allowed under Section 7 of Act 210, with all the remaining terms and conditions of the CRA remaining unchanged and in full force and effect, subject to approval of such extension by the State Tax Commission.

F. The City has adopted a Resolution Extending Abatement dated October \_\_\_\_, 2024 approving the extension from eight (8) to ten (10) years, subject to and conditioned upon the approval of the State Tax Commission.

G. The Parties wish to memorialize the extension and the ratification of the remainder of the CRA Agreement as extended.

**NOW, THEREFORE,** in consideration of the covenants and conditions set forth herein and in the CRA Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree that the CRA Agreement is amended as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Agreement.

2. **Extension of Abatement.** Consistent with and as a result of the City's Resolution Extending Abatement:

a. The last two sentences of Section 1 shall be deleted and replaced with the following:

"On October \_\_, 2024, the City passed a Resolution Extending Abatement that extended the eight (8) year period to a ten (10) year period, after which the Property shall be subject to full *ad valorem* taxation. A copy of that Resolution is attached and incorporated into this Agreement. The ten (10) year period will NOT be extended."

b. The first sentence of Section 2 shall be deleted and replaced with the following:

"In consideration of a ten (10) year abatement of real property taxes, for the 2022 through 2031 tax years (imposed based upon taxable values as of December 31, 2021 through December 31, 2030) (the "Abatement Period"), the Company represents and warrants that it will build and maintain the Building Investment for the entire Abatement Period, subject to the assignment provisions below.

c. The first sentence of Section 3 of the Agreement shall be deleted and replaced with the following:

"At the end of each calendar year from December 31, 2022 through December 31, 2031, the City shall evaluate the Building Investment to determine whether the Company has materially defaulted on any obligations under Act 210 or under this Agreement, including any of the Undertakings set forth in Paragraph 2 above.

- d. The last sentence of Section 11 shall be deleted and replaced with the following:

"If not otherwise terminated, this Agreement shall expire on January 1, 2032."

3. **Ratification.** Except as expressly amended by this Amendment, the Agreement is hereby ratified and confirmed and shall remain in full force and effect in all other respects. In the event of any conflict between the provisions of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

4. **Binding Obligations on Successors and Assigns.** All of the rights and obligations set forth herein shall inure to the benefit of, and be a binding obligation on, any and all successors and permitted assigns of Seller and Purchaser.

5. **Counterparts.** This Amendment may be executed in multiple counterparts (including by facsimile or electronic mail), each of which shall be deemed an original and all of which, together, shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Regarding Act 210 Commercial Rehabilitation Abatement.

SAKURA NOVI, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
G. Scott Aikens, Manager

SAKURA NOVI RESIDENTIAL, LLC, a Michigan  
limited liability company

By: Robertson Brothers Co., a Michigan  
corporation, Manager

By: \_\_\_\_\_  
Darian L. Neubecker, President

AND BY: Aikens Sakura Residential, LLC, a Michigan  
limited liability company, Member

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

G. Scott Aikens, Authorized Signatory

CITY OF NOVI, MICHIGAN,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Justin P. Fischer, Mayor

By: \_\_\_\_\_  
Cortney Hanson, City Clerk