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Return to after recording:

UNDERGROUND BUILDING
MAINTENANCE, L.L.C.
6568 Center Industrial Drive
Jenison, Michigan 49428
Attn: Jonathan Bryant

COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT

**(FORMER YOUNKERS PARCEL)
(RIVERTOWN CROSSINGS)**

THIS COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT (this “Agreement”) is made effective as of the ____ day of September, 2022 (the “Effective Date”), by and between **GGP-GRANDVILLE L.L.C.**, a Delaware limited liability company (such entity, together with any successor or assign thereof, shall be referred to herein as “Developer”), and **UNDERGROUND BUILDING MAINTENANCE, L.L.C.**, a Michigan limited liability company (such entity, together with any successor or assign thereof, shall be referred to herein as “Owner”). Developer and Owner are sometimes referred to individually as a “Party” and together as the “Parties.”

RECITALS:

A. Developer is the owner of certain real property legally described on Exhibit A, attached hereto and made a part hereof (“Developer’s Property”).

B. Concurrently with the execution hereof, Owner has purchased from Rivertown Crossing Acquisition II LLC, a Delaware limited liability company (“Seller”), an affiliate of Developer, that certain real property which is legally described on Exhibit B attached hereto and made a part hereof (“Owner’s Property”).

C. Developer’s Property and Owner’s Property are further shown on the site plan attached hereto as Exhibit C and made a part hereof.

D. Owner’s Property is located adjacent to Developer’s Property.

E. By reason of the proximity of Owner's Property to Developer's Property, which is part of the shopping center site commonly known as Rivertown Crossings (the "Center") located in Grandville, Michigan, Developer and other owners of the property adjacent to, or in close proximity to, the Center have a substantial interest in the development and use of Owner's Property.

F. Developer's Property and Owner's Property are sometimes referred to individually as a "Parcel" and together as the "Parcels."

G. As additional consideration for the sale of Owner's Property to Owner and as a condition thereto, the Parties have agreed to subject Owner's Property to the terms, conditions and provisions of this Agreement in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated herein by this reference, of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, Owner and Developer, intending to be legally bound, do hereby agree as follows:

1. **Improvements to Owner's Property.** Developer and Owner acknowledge and agree that Developer has an interest in the manner in which all property adjacent to or in close proximity to the Center, including Owner's Property, is developed, maintained and operated. Accordingly, Developer shall have the right to review and approve any and all Plans and Specifications (as hereinafter defined) for any construction, reconstruction, replacement or modification of any building or other improvements on Owner's Property to confirm that such improvements are (i) compatible with, and shall not adversely affect, the Center with respect to, without limitation, matters of signage, utilities, traffic circulation, parking, access, landscaping, curb cuts (including, but not limited to, curb cuts onto adjacent public roads), drainage, water runoff and similar matters that could have an impact on the Center, provided that such approval by Developer shall not be deemed to be an assumption of responsibility by Developer for the accuracy, sufficiency or propriety of the Plans and Specifications or a representation that the Plans and Specifications provide for construction of improvements that comply with applicable federal, state, county, municipal and local statutes, laws, rules, codes, ordinances and regulations (collectively, "Applicable Laws"), and (ii) consistent with the requirements of any other documents of record. Without limiting the generality of and in furtherance of the foregoing:

a. No later than sixty (60) days prior to the commencement of any construction on Owner's Property or any portion thereof, to the extent approved by Developer in accordance with the terms and conditions hereof, and no later than sixty (60) days prior to the commencement of any reconstruction, replacement or modification of any existing or newly proposed building or other improvement located on Owner's Property, including paving, grading, or installation of utilities, Owner shall deliver to Developer, or Developer's designated representative, (i) three (3) copies (via pdf, together with a CAD file on a disk/drive or a link to the CAD file online) of a preliminary design showing the placement of any and all buildings, parking access points and landscaping, (ii) three (3) complete sets (via pdf, together with a CAD file on a disk/drive or a link to the CAD file online) of its schematic site plan or plans showing the following: (A) location of any buildings; (B) parking facilities and areas, and related improvements (including ingress and

egress, curb cuts, traffic flow, signage and parking ratio); (C) the location and nature of decorative features, including landscaping, planters, directories and benches; (D) setback lines; (E) building height and building area; (F) schematic architectural and engineering plans; (G) grading and drainage plans; and (H) outline floor plans of the building shell of any and all buildings to be constructed on Owner's Property, showing principal exterior dimensions, exterior design concept, the exterior materials and the basic exterior painting, canopies, truck court shielding, rooftop screening, and any and all exterior building signs or other signs contemplated for location on Owner's Property, (iii) Owner's construction schedule, staging and phasing plan and (iv) copies of a current title commitment or report, together with copies (or links to copies) or all documents of record referenced therein.

b. All of the above-mentioned plans and documentation are hereinafter collectively referred to as the "Plans and Specifications" and all of the work and other items specified or depicted in the Plans and Specifications shall collectively be referred to in this Agreement as the "Work". When the basic design is complete, but no later than thirty (30) days prior to the commencement of any construction, and no later than thirty (30) days prior to the commencement of any reconstruction, replacement or modification of any building or other improvement located on Owner's Property, Owner shall also submit an architect's colored rendering (via pdf, together with a CAD file on a disk/drive or a link to the CAD file online) for all exterior elevations of the proposed development or redevelopment to Developer. Deliveries to Developer under this Section 1 shall be via email, to such email address as Developer may notify Owner of from time to time; provided, however, that in the event Developer does not provide an email address within ten (10) days after written request therefor, Owner may make such deliveries in another manner permitted under Section 17.

c. (i) Within fifteen (15) business days after Developer's receipt of the Plans and Specifications as hereinabove and as hereinafter provided, Developer shall review such Plans and Specifications and notify Owner whether the Plans and Specifications are approved or disapproved, which notice may be by email to such Owner representative as Owner shall designate from time to time (and if no Owner representative has been designated for such purpose, to the email address for Owner set forth in Section 17). Disapproval of any part or portion of the Plans and Specifications shall be in writing and shall specifically set forth the reason or reasons for such disapproval. Developer shall at all times act reasonably and in good faith in approving or disapproving Owner's Plans and Specifications. Without limiting Developer's rights under the foregoing, it shall be reasonable for Developer to disapprove the Plans and Specifications if the proposed improvements or modifications would (i) have an adverse effect on any other portion of Developer's Property or of the Center, (ii) will violate any exclusive use restrictions granted to any tenant leasing space in the Center as of the date of Developer's receipt of an approval request from Owner, (iii) will violate any exclusive use restriction then under negotiation between Developer and any prospective tenant pursuant to ongoing, bona fide negotiations between Developer and such prospective tenant for the lease of space in any portion of Developer's Property and/or (iv) is pursuant to a lease or sale agreement with any person, business or entity that has been a tenant or occupant of the Center within one (1) year of the date of such sale or lease.

Should Developer fail to approve or disapprove Owner's Plans and Specifications in writing within fifteen (15) business days after receipt of the Plans and Specifications, then the

approval of Developer shall be deemed to have been granted. Owner shall revise its Plans and Specifications to incorporate any and all changes as may be requested to secure Developer's approval and shall deliver, within thirty (30) days of receipt of Developer's disapproval of Owner's Plans and Specifications, three (3) completed copies (via pdf, together with a CAD file on a disk/drive or a link to the CAD file online) of the revised Plans and Specifications to Developer, which revised Plans and Specifications shall be subject to all of the provisions of this Section 1 (including without limitation Developer's review and approval rights) and which shall be submitted to Developer in the manner herein provided. Developer's approval of the Plans and Specifications shall be evidenced in writing to Owner, which notice may be by email to such Owner representative as Owner shall designate from time to time.

(iii) Without limitation of any other provision hereof, it is further understood that Owner's Property shall be redeveloped using compatible building materials and compatible architectural concepts as are used in buildings in the Center and that Developer shall retain architectural approval over any redevelopment of Owner's Property. Neither the sale, lease, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, alienation or conveyance of Owner's Property, or any part thereof, shall in any way be deemed to preclude Developer from exercising its approval rights of Plans and Specifications prior to the commencement of any and all construction on Owner's Property pursuant to this Section 1.

d. Owner agrees, and Owner shall, submit the Plans and Specifications to Developer, for Developer's review and approval in accordance with the procedure set forth in this Section 1, prior to Owner's submission of the Plans and Specifications to any and all state, county or municipal agencies, boards, departments or other bodies having jurisdiction over Owner's Property (collectively, the "Local Authorities," and each individually, a "Local Authority") for such Local Authority's (or Local Authorities') review and approval in connection with any change or modification in zoning, the issuance of any building permit or for any other reason. Under no circumstance shall Owner submit (or cause to submit, or permit its agents to submit) the Plans and Specifications to the Local Authorities, or any of them, without such Plans and Specifications first being reviewed and approved in advance by Developer in accordance with this Section 1. This Section 1.d is intended to supplement the other provisions of this Section 1 and not to restrict or limit such other provisions.

e. Owner acknowledges and agrees that Owner's Property is a part of an integrated development comprising a variety of uses, and therefore, without limitation of the provisions of this Section 1 or any other provision of this Agreement, Owner agrees not to make any request or application to any governing body having jurisdiction over public roads and highways adjacent to Owner's Property, including, but not limited to, any state, county or local highway department or department of transportation, for any curb cuts, or other access points, providing access from such public roads to Owner's Property, even if, and notwithstanding the fact, that such curb cut or access point is located entirely on Owner's Property and not on Developer's Property, without Developer's prior written consent, which consent Developer may withhold in Developer's sole discretion.

2. Restrictions on Owner's Property; Permitted Use; Developer's Repurchase Option.

a. Without limitation of any other provision hereof, the following restrictions are agreed to by Owner:

(i) Owner agrees to comply with all obligations under that certain Construction, Operation and Reciprocal Easement Agreement originally by and between Target Corporation, Kohl's Department Stores, Inc., JC Penney Properties, Inc., Sears Roebuck & Co., and Parisian, Inc. dated June 30, 2000, and under any other reciprocal easement agreement(s) and/or restrictive covenant agreement(s) encumbering Owner's Property.

(ii) Any use or operation on Owner's Property for any purpose whatsoever, whether by Owner or any other person or entity, shall be subject to the prior written approval of Developer.

b. In the event that, following receipt of Developer's approval of a use pursuant to Section 2.a.(ii) above (such approved use, the "Permitted Use"), Owner desires to use or permit the use of Owner's Property for any use other than the Permitted Use, Owner shall deliver written request to Developer detailing the proposed new use (the "Change In Use Request") and Developer shall have fifteen (15) days to approve or disapprove such proposed new use, which determination shall not be unreasonably withheld, conditioned or delayed. It shall be deemed reasonable for Developer to disapprove the proposed new use if (1) such use violates any exclusive use granted to any tenant leasing space in the Center as of the date of Developer's receipt of a Change In Use Request from Owner, (2) such use will violate any exclusive use restriction then under negotiation between Center and any prospective tenant pursuant to ongoing, bona fide negotiations between Center and such prospective tenant for the lease of space at the Center (and Developer shall provide proof of such negotiations to Owner within five (5) business days following Owner's written request therefor) and/or (3) such new use is pursuant to a lease, license, sale agreement or the like with any person, business or entity that has been a tenant or occupant of the Center within one (1) year of the date of such lease, license, sale or similar agreement. Developer shall have the right to review and approve Owner's preliminary site plan for any Change In Use Request in accordance with the review process set forth in Section 1 above.

c. In the event Owner requests Developer's approval of a prospective tenant solely pursuant to Section 2.b.(1) above and Developer rejects such tenant, Developer shall be prohibited from leasing space in the Center to such prospective tenant for a period of one (1) year following Developer's receipt of such approval request. Notwithstanding the foregoing, in the event that Developer has been engaged in bona fide negotiations with such tenant within one hundred eighty (180) days prior to the date of such approval request from Owner, then Developer shall not be prohibited from leasing space in the Center to such prospective tenant.

d. In the event that (a) Owner's Property is used for any use other than the Permitted Use or (b) the project, or any new project approved by Developer pursuant to Section 2.b above, is vacant for a period of three (3) years or more (subject to Developer's delivery, within one hundred eighty (180) days following expiration of such three (3) year period, of notice to Owner exercising the Repurchase Option (defined below)), then Developer may elect, at its sole option, to designate an affiliate or assignee (the "Repurchase Affiliate") to repurchase Owner's Property

at a price equal to fair market value determined mutually by Owner and Repurchase Affiliate (or a three appraisal method if not mutually agreeable), less any customary prorations, utilizing the same form of documents delivered upon closing of the sale of the Owner's Property by Seller to Owner (the "Repurchase Option"). In the event that Developer, through its Repurchase Affiliate, exercises the Repurchase Option, Owner agrees to convey good and marketable title to Owner's Property in the same condition as when the Owner's Property was conveyed by Seller to Owner, free and clear of any and all liens and encumbrances, provided that, if Repurchase Affiliate elects to take title subject to encumbrances recorded against Owner's Property, such repurchase price shall be reduced by deducting the amount of any and all liens and encumbrances recorded against Owner's Property. The foregoing shall not be deemed to require Repurchase Affiliate to take title subject to liens and encumbrances should Developer, through its Repurchase Affiliate, exercise the Repurchase Option nor shall Developer or Repurchase Affiliate be required to become personally obligated for such liens and encumbrances. Owner shall also pay or credit against the repurchase price, any transfer taxes, the cost of recording the deed, title commitment, title policy and survey costs and any closing and escrow fees charged by the escrow agent. Any items customarily prorated in the sale of similar properties in the county where Owner's Property is located shall be prorated as of the closing date. During the period commencing on the delivery of the notice of exercise of the Repurchase Option and ending on the closing date, Developer, Repurchase Affiliate and their affiliates shall have the right to enter upon Owner's Property and make such inspections of Owner's Property as Developer or Repurchase Affiliate may elect, in their sole discretion, and Developer, through its Repurchase Affiliate, may rescind the exercise of such repurchase option at any time prior to the closing of such repurchase, upon written notice to Owner.

e. In the event that Owner desires to sell Owner's Property and has received a bona fide offer to purchase from a third-party unrelated to or affiliate with Owner, Owner shall deliver notice of such offer to Developer, and Developer shall have, at its sole option, a right of first refusal to designate a Repurchase Affiliate to repurchase Owner's Property at a price equal to the greater of (i) fair market value determined mutually by Owner and Repurchase Affiliate (or a three appraisal method if not mutually agreeable), less any customary prorations and (ii) the amount of the third-party offer received by Owner, subject to delivery by Owner of an appraisal prepared by a licensed, independent appraiser, which confirms such value, in either case, utilizing the same form of documents delivered upon closing of the sale of the Owner's Property by Seller to Owner (the "ROFR Option"). In the event that Developer, through its Repurchase Affiliate, exercises the ROFR Option, Owner agrees to convey good and marketable title to Owner's Property in the same condition as when the Owner's Property was conveyed by Seller to Owner, free and clear of any and all liens and encumbrances, provided that, if Repurchase Affiliate elects to take title subject to encumbrances recorded against Owner's Property, such repurchase price shall be reduced by deducting the amount of any and all liens and encumbrances recorded against Owner's Property. The foregoing shall not be deemed to require Repurchase Affiliate to take title subject to liens and encumbrances should Developer, through its Repurchase Affiliate, exercise the ROFR Option nor shall Developer or Repurchase Affiliate be required to become personally obligated for such liens and encumbrances. Owner shall also pay or credit against the repurchase price, any transfer taxes, the cost of recording the deed, title commitment, title policy and survey costs and any closing and escrow fees charged by the escrow agent. Any items customarily prorated in the sale of similar properties in the county where Owner's Property is located shall be prorated as of the closing date. During the period commencing on the delivery of the notice of exercise of the ROFR Option and

ending on the closing date, Developer, Repurchase Affiliate and their affiliates shall have the right to enter upon Owner's Property and make such inspections of Owner's Property as Developer or Repurchase Affiliate may elects, in their sole discretion, and Developer, through its Repurchase Affiliate, may rescind the exercise of such repurchase option at any time prior to the closing of such repurchase, upon written notice to Owner.

3. Intentionally Omitted.

4. Maintenance of Owner's Property.

a. Owner shall maintain (or cause to be maintained), in all events at Owner's sole cost and expense, Owner's Property and all improvements located thereon, including the interior and exterior structural components and interior portions of any building or buildings (and excluding the exterior common areas, landscaping and parking areas located on Owner's Property). In the event of damage or destruction to any improvements located upon Owner's Property by reason of fire or other casualty, Owner and/or the user of Owner's Property shall thereafter either promptly: (i) restore such improvements to the condition existing prior to such damage or destruction and (ii) raze and remove such improvements and either replace them with parking or other improvements consistent with this Agreement and approved by Developer in writing prior to their construction. All maintenance, repairs, replacements and other work performed by Owner pursuant to this Section 4 shall be at Owner's sole cost and expense.

b. In the event that Owner shall fail or refuse to maintain Owner's Property as provided in Section 4.a above, then Developer shall have the right, following thirty (30) days' prior written notice to Owner, specifying the manner in which Owner has failed to maintain Owner's Property (unless within such thirty (30) day period Owner shall complete the required maintenance, or in the case of maintenance which by its nature cannot be completed within such thirty (30) day period, Owner shall, within such thirty (30) day period, commence to take such action as is reasonably calculated to perform the required maintenance and thereafter shall diligently prosecute the maintenance to completion), or immediately in the event of an emergency, to enter upon Owner's Property and perform the maintenance set forth in said notice, all in the name of and for the account of Owner. Developer, by reason of its doing so, shall not be liable or responsible to Owner for any losses or damages thereby sustained by Owner or any occupants of Owner's Property or of anyone claiming by or under either an occupant of Owner's Property or Owner, except to the extent such loss or damage arose from the gross negligence or willful misconduct of Developer in the performance of said maintenance. The cost of such maintenance shall be paid by Owner to Developer within ten (10) days of the date Owner shall receive a statement therefor, which statement shall specify the details of the maintenance performed and the cost thereof. In the event that Owner shall fail to pay Developer any such amount when due, Developer shall have all of the rights and remedies provided for in Section 12 hereof.

c. Subject to payment by Owner to Borrower of the CAM and Access Charge in accordance with Section 7 below, Developer shall maintain (or cause to be maintained), the exterior common areas, landscaping and parking areas located on Owner's Property. Developer shall maintain (or cause to be maintained) the unimproved portions of Owner's Property in a clean and orderly condition, including the removal of debris, refuse, snow and ice and sweeping of paved areas located on the exterior portions of Owner's Property, in a commercially reasonable manner.

d. In the event that Developer shall fail or refuse to maintain Owner's Property as provided in Section 4.c above, then Owner shall have the right, following thirty (30) days' prior written notice to Developer, specifying the manner in which Developer has failed to maintain Owner's Property (unless within such thirty (30) day period either (i) Developer shall complete the required maintenance, (ii) in the case of maintenance which by its nature cannot be completed within such thirty (30) day period, Developer shall, within such thirty (30) day period, commence to take such action as is reasonably calculated to perform the required maintenance and thereafter shall diligently prosecute the maintenance to completion or (iii) Developer shall deliver written notice to Owner either disputing the alleged maintenance failure or detailing Developer's plans to address any maintenance failure), to cure such maintenance failure, and promptly upon receipt of invoices, receipts or such other reasonable documentation, Developer shall pay to Owner all out-of-pocket costs incurred by Owner in connection therewith; provided, Developer, at its discretion may request additional documentation for internal compliance which will not be unreasonably withheld by Owner.

5. **Parking Ratio.** Owner shall maintain (or cause to be maintained) on Owner's Property at all times from and after the completion of the construction of any buildings or other improvements on Owner's Property the number of parking spaces required by Local Authorities (the "Parking Ratio"). Owner agrees to take no action which would reduce the Parking Ratio below that specified herein. Owner shall maintain all parking areas in compliance with Applicable Laws. All vehicular parking spaces shall be of the minimum dimensions as required by Local Authorities, including with respect to the number, size and location of any handicap spaces. Without limiting the foregoing, Owner shall maintain within the boundaries of Owner's Property at all times from and after the completion of the construction of any buildings or other improvements on Owner's Property in accordance with this Agreement any and all parking spaces required to comply with zoning requirements for Owner's Property or otherwise to support Owner's Property's use, without relying on any spaces located in the Center. Owner shall provide in any lease of space at Owner's Property that employees of any tenant are required to park at Owner's Property, rather than at any spaces located in the Center.

6. **Grant of Easements to Developer.** As used in this Section 6, the word "in", in respect of an easement grant "in" Owner's Property means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and/or "under". The grant of a particular easement to Developer shall bind and burden Owner's Property which will, for the purpose of this Section 6, be deemed to be a servient tenement, but where only a portion thereof is bound and burdened by the particular easement, only that portion thereof so bound and burdened will be deemed to be the servient tenement. The grant of a particular easement to Developer shall benefit Developer's Property which shall, for the purpose of this Section 6, be deemed to be the dominant tenement, but where only a portion thereof is so benefited, only that portion will be deemed to be the dominant tenement. All easements hereby granted shall terminate upon the termination of this Agreement unless otherwise provided herein. All easements reserved herein shall be easements appurtenant and not easements in gross.

Owner hereby grants for the benefit of Developer and the benefit of Developer's Property the following exclusive rights, privileges and easements in Owner's Property:

(i) Easements to enter upon Owner's Property, and into all improvements thereon, for the purpose of exercising Developer's rights hereunder.

(ii) Easements to enter upon Owner's Property which are necessary for the operation of the Center.

7. **Grant of Easements to Owner; CAM and Access Charge.** Developer hereby grants for the benefit of Owner and the benefit of Owner's Property, easements for access and drainage over the common areas of Developer's Property. Owner shall pay to Developer for the benefit of such easements and for the common area services provided by Developer pursuant to Section 4.c above, an annual fee (the "CAM and Access Charge") as follows:

a. from the Effective Date until the earlier of (x) the date that at least eighty percent (80%) of Owner's Property is leased and (y) the last day of the thirty-sixth (36th) month following the Closing Date:

Month 1-12: \$0.20 per square foot annually

Month 13-24: \$0.35 per square foot annually

Month 25-36: \$0.50 per square foot annually

b. from the earlier of (x) the date that at least eighty percent (80%) of the Property is leased and (y) the first day of the thirty-seventh (37th) month following the Effective Date, a monthly fee equal to \$0.65 per square foot, which fee shall be increased by two percent (2%) on an annual basis.

The CAM and Access Charge shall be payable monthly on the first day of each month in advance, commencing upon the Effective Date. If the Effective Date is not the first day of a calendar month, the CAM and Access Charge due and payable for such month shall be prorated based on the number of days in such month. Square footage shall be calculated based upon the gross square footage contained in any building(s) located on Owner's Property from time to time.

8. **Covenants to Run with Land.** Each and every of the covenants, restrictions, easements, conditions and provisions contained in this Agreement, whether of an affirmative or negative nature: (a) are made for the direct and mutual benefit of Owner's Property, and Developer's Property, and each and every portion thereof, and shall constitute covenants running with the land; (b) shall bind every owner of a portion of Owner's Property and Developer's Property to the extent that such portion is affected or bound by the covenants, conditions or restrictions to be performed on the behalf of such portion; and (c) shall inure to the benefit of the Parties hereto and their respective successors and/or assigns. Upon any transfer by Owner permitted under this Agreement which results in fee simple title to Owner's Property being held by a different entity than which held title prior to such transfer, such new title holding entity shall be deemed to be the "Owner" under this Agreement for the period from and after such transfer. Any easements granted hereunder may be (i) released or extinguished, or (ii) amended, waived or modified by instrument, in recordable form, executed by the owners of all the Parcels benefited and burdened by the respective easement(s) affected thereby. All easements granted hereunder shall exist by virtue of this Agreement, without the necessity of confirmation by any other

document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of any Party, the other Party will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is reasonably acceptable to each Party.

9. **Term.** Except as otherwise provided herein, this Agreement and each and every covenant and condition hereof shall continue perpetually.

10. **Entire Agreement; Right to Modify; Mortgagees.** This Agreement, together with all exhibits attached hereto, contains all the terms and conditions agreed upon by the Parties with respect to the transaction contemplated, shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters, and no oral representation or statement shall be considered a part hereof. This Agreement may only be terminated, extended, modified or amended by the Parties hereto, their successors and/or assigns, by written agreement signed by Parties to be bound by the amendment and recorded in the office of the County recorder for the county in which Owner's Property is located; provided, any amendment or modification of this Agreement made without the consent of the institutional holder of a mortgage on Owner's Property or Developer's Property which has notified all Parties of its status as such a holder ("Mortgagee") shall not be binding upon such Mortgagee without such Mortgagee's consent; and except as expressly permitted by the terms of this Agreement, this Agreement shall not be terminated, amended or modified in any material respect which would or might adversely affect such Mortgagee without such Mortgagee's consent. In the event that a portion of Developer's Property is sold, (a) in each instance where Developer has the right to approve or consent to any matter, or to exercise any rights of Developer, or where a waiver of any right of Developer hereunder is sought, such rights shall be solely exercisable by the owner of the main enclosed mall building on Developer's Property ("Mall Owner") and no owner of any other portion of Developer's Property shall have any rights with respect thereto, and (b) Mall Owner shall have the right to modify this Agreement with the consent of Owner, without the need to obtain the consent or signature of any owner of any other portion of Developer's Property.

11. **Independent Contractors.** Nothing contained in this Agreement shall be construed to make the Parties hereto partners or joint venturers or to render either of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

12. **Remedies.** In the event that Owner shall fail to pay to Developer when due the CAM and Access Charge or any amounts owed by Owner to Developer under this Agreement, or shall otherwise fail to perform any of Owner's agreements or obligations described hereunder within thirty (30) days of written notice by Developer to Owner, Developer shall have all rights and remedies to enforce said collection or performance as shall be provided or permitted by law

or equity from time to time (all remedies being non-exclusive and cumulative), including without limitation the right to invoke one or more of the following remedies:

a. Institute suit against Owner to enforce collection of the amounts owed to Developer pursuant hereto, together with interest thereon at the highest lawful rate permitted by the laws of the state where Owner's Property is located (the "State"), court costs and attorneys' fees;

b. Record against title to Owner's Property a notice of lien which shall constitute a lien in favor of Developer on the interest of Owner and which may be foreclosed by Developer in proceedings in the nature of a foreclosure, with all of the rights and remedies afforded by the laws of the State to secured creditors in such proceedings;

c. Institute suit to the extent permitted by law to compel compliance with the terms and conditions of this Agreement or seek to enjoin any violation or any threatened violation of the terms of this Agreement; and

13. Waivers. No delay or omission in exercising any right accruing under the terms, conditions and provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, term, provision, condition or agreement herein contained.

14. Remedies Cumulative. All rights, privileges and remedies afforded the Parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege found herein. In addition, the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege contained herein.

15. Partial Invalidity. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Captions. The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any Party, and should a court be called upon to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of this Agreement by Owner or Developer.

17. Notices. All notices, demands and requests and other communications which may be given or which are required to be given by either Party to the other under this Agreement must be in writing and shall be deemed effective and delivered either: (a) on the date personally delivered to the address of the recipient set forth below, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed, or on the date delivery was

rejected at such address; (b) on the third (3rd) Business Day after being sent, by certified or registered mail postage prepaid, return receipt requested, addressed to the intended recipient at the address specified below; (c) on the first (1st) Business Day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, Airborne Express, or United Owner's Property Service, addressed to the recipient at the address specified below; or (d) at the time of electronic confirmation of transmission after being sent before 5:00 p.m. local time of recipient on a Business Day by email to the email addresses set forth below for each recipient, provided that a copy is also sent the same day by nationally recognized overnight delivery service. For purposes of this Section 17, the addresses of the Parties for all notices are as set forth below, provided that either Party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 17. All notices may be given either by a Party or by such Party's attorneys.

If to Developer:

c/o Brookfield Properties Retail
350 North Orleans St., Suite 300
Chicago, Illinois 60654
Attention: Legal Real Estate Group
Email: generalcounsel@bpretail.com

With a copy to:

Brookfield Properties Retail
350 North Orleans St., Suite 300
Chicago, Illinois 60654
Attention: Chuoh B. Davis, Esq.
Email: chuoh.davis@bpretail.com

If to Owner:

Underground Building Maintenance, L.L.C.
6568 Center Industrial Drive
Jenison, Michigan 49428
Attention: Jonathan Bryant
Email: jbryant@undcom.com

In the event that parties other than Owner, if any, obtain an interest in Owner's Property, or any portion thereof, subject to the terms and conditions of this Agreement, Owner shall advise Developer of the name and address of the party to receive notice as provided herein, provided that until such time as Owner notifies Developer of any such additional party or other change in the address of Owner, Developer shall be entitled to rely on the accuracy of the information set forth above, and any notice sent to Owner's address above set forth shall be deemed properly given. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice given.

18. **Attorneys' Fees.** In the event either Party shall file any action or bring any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement, then as between Owner and Developer, the prevailing Party shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to attorneys' fees.

19. **Counterpart Signatures.** This Agreement may be executed in multiple originals or counterparts, each of which will be an original and, when all of the Parties to this Agreement have signed at least one (1) copy, such copies together shall constitute a fully-executed and binding agreement.

20. **No Third Party Beneficiaries.** Except as expressly provided herein, the rights, privileges and immunities contained within this Agreement shall not inure to the benefit of any third party, nor shall any party be deemed a third party beneficiary of this Agreement.

21. **Governing Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State.

22. **Limitation of Liability.**

a. Anything to the contrary in this Agreement notwithstanding, no officer, director, member, manager, employee or shareholder of Developer, or any other holder of any equity interest in the Developer, shall be personally liable with respect to any of the terms, covenants, conditions and provisions of this Agreement, or the performance of Developer's obligations under this Agreement. Under no circumstances whatsoever shall Developer or any such constituent parties have any liability to Owner for any consequential, special or punitive damages such as, but not limited to, lost profits. The liability of Developer for Developer's obligations under this Agreement shall be limited to Developer's interest in the Center, and Owner shall look solely to the interest of Developer, its successors and assigns, in the Center, for the satisfaction of each and every remedy of Owner against Developer. Owner shall not look to any of Developer's other assets seeking either to enforce Developer's obligations under this Agreement, or to satisfy any money or deficiency judgment for Developer's failure to perform such obligations, and such exculpation of personal liability is and shall be absolute and without any exception whatsoever.

b. The term "Developer" means only the owner at the time in question of the present Developer's interest in the Center (excluding Owner's Property). In the event of a sale or transfer of the Center (by operation of law or otherwise) or in the event of the making of a lease of all or substantially all of the Center, or in the event of a sale or transfer (by operation of law or otherwise) of the leasehold estate under any such lease, the grantor, transferor or lessor, as the case may be, shall be and is (to the extent of the interest or portion of the Center or leasehold estate sold, transferred or leased) automatically and entirely released and discharged, from and after the date of such sale, transfer or leasing, of all liability with respect of the performance of any of the terms

of this Agreement on the part of Developer thereafter to be performed; provided that the purchaser, transferee or lessee (collectively, "Center Transferee") has assumed and agreed to perform, subject to the limitations of this Section 22 (and without further agreement between the other Parties to this Agreement, or among such Parties and Center Transferee) and only during and in respect of Center Transferee's period of ownership of the Developer's interest under this Agreement, all of the terms of this Agreement on the part of Developer to be performed during such period of ownership, it being intended that Developer's obligations under this Agreement shall, as limited by this Section 22, be binding on Developer, its successors and assigns only during and in respect of their respective, successive periods of ownership.

23. Indemnification. Owner shall indemnify, defend, protect and hold harmless Developer, its property manager, and their respective officers, directors, shareholders, members, managers, partners and employees, from and against all losses, claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees and other costs of litigation) arising out of, related to, caused by or resulting from any construction or construction related activities performed by or for Owner or from the death of or any accident, injury (personal or bodily), loss or damage whatsoever, actually or claimed to be suffered or sustained by any person, or to the property of any person (such losses, claims, liabilities, damages, costs and expenses are collectively referred to hereafter as "Loss"), as shall occur on Owner's Property. Owner's obligations under this Section 23 shall survive any termination of this Agreement.

24. Estoppel Certificates. Developer and Owner shall, upon not less than twenty (20) days' written notice from the requesting Party, execute and deliver to the requesting Party (or any existing or prospective mortgagee or purchaser of the requesting Party) a certificate stating: (a) that either this Agreement is unmodified and in full force and effect or is modified (and stating the modification); and (b) whether or not, to the best of its knowledge, the other Party is in default in any respect under this Agreement and if in default, specifying such default.

25. No Public Dedication. This Agreement is not intended to be a gift or dedication of any portion of the Developer's Property to the general public or for any public purpose. The right of any person to make use of the Developer's Owner's Property or any portion thereof is only by permission given in accordance with this Agreement.

26. Authorization. The Parties represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.

27. Hazardous Materials. Owner covenants that it shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, generated, produced, stored, used, discharged or disposed of in, on or about Owner's Property by Owner or its tenants, or their respective agents, employees, contractors or invitees, except in the ordinary course of its usual business operations conducted thereon, provided that any such use shall at all times be in lawful quantities, stored in proper containers and in strict compliance with all Environmental Laws (as hereinafter defined). Owner further covenants that it shall not cause or permit to occur any violation of any Environmental Law on, under or about Owner's Property or arising from Owner's or its tenants' use or occupancy of Owner's Property or the acts or omissions of Owner or its

tenants, or their respective agents, employees, contractors and invitees. Owner shall indemnify, defend, protect, and hold harmless Developer, its property manager, and their respective officers, directors, shareholders, members, managers, partners and employees, from and against all Losses (including, but not limited to, costs of investigation, litigation, and remedial response and diminution in value of Developer's Property) arising out of any Hazardous Materials used or permitted to be used by Owner, or otherwise used or released on, under, about or from Owner's Property, whether or not in the ordinary course of business. "Hazardous Materials" shall mean, but shall not be limited to, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "Environmental Laws" shall mean all Applicable Laws which relate to or deal with human health or the environment, all as may be amended from time to time. Owner's obligations under this Section 27 shall survive any termination of this Agreement.

28. Recording. Developer shall cause an original of this Agreement to be recorded in the office of the County recorder for the county in which Owner's Property is located.

29. TRIAL BY JURY. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY EITHER PARTY UNDER OR WITH RESPECT TO THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the day and year first above written.

DEVELOPER:

GGP-GRANDVILLE L.L.C.,
a Delaware limited liability company

By: Marjorie Zessan
Name: Marjorie Zessan
Title: Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE ME, the undersigned authority, personally appeared Marjorie Zessan, to me known and known to me to be the individual described in and who executed the foregoing instrument as Authorized Signatory of GGP-Grandville L.L.C., a Delaware limited liability company, and acknowledged to and before me that he/she executed such instrument as such Authorized Signatory of said company and that said instrument is the free act and deed of said Authorized Signatory.

WITNESS my hand and official seal this 22nd day of August, 2022.

Angelise Rose Saez
Notary Public

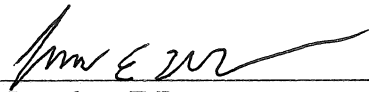
My Commission Expires:

7/22/2026



OWNER:

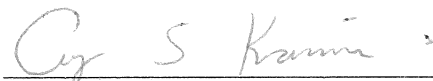
**UNDERGROUND BUILDING
MAINTENANCE, L.L.C.**, a Michigan limited
liability company

By: 
Name: Jonathon E Bryant
Title: Sole Member

STATE OF MI)
COUNTY OF Ottawa)

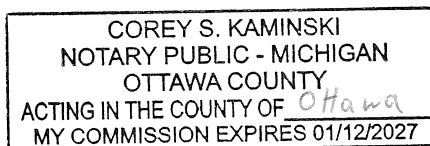
BEFORE ME, the undersigned authority, personally appeared Jonathon E Bryant, to me known and known to me to be the individual described in and who executed the foregoing instrument as sole member of Underground Building Maintenance L.L.C., a Michigan L.L.C., and acknowledged to and before me that he/she executed such instrument as such sole member of said Michigan L.L.C. and that said instrument is the free act and deed of said sole member.

WITNESS my hand and official seal this 7th day of September, 2022.


Notary Public

My Commission Expires:

01/12/2027



Covenants, Conditions and Restrictions Agreement

List of Exhibits

Exhibit A	Developer's Property
Exhibit B	Owner's Property
Exhibit C	Site Plan

EXHIBIT A

DEVELOPER'S PROPERTY

Parcel I

Land situated in City of Grandville, County of Kent, State of Michigan, described as:

Parcel "A", Title Description - Rivertown Crossings - Fee Simple:

Part of the North half of Section 29, Township 6 North, Range 12 West, City of Grandville, Kent County, Michigan, more fully described as follows:

Commencing at the West 1/4 Corner of said Section 29; thence along the East-West 1/4 line of said section N89°58'55"E 70.00 feet to the Easterly right-of-way line of Wilson Avenue; thence along said Easterly right-of-way line N00°00'00"W 689.16 feet to the Point of Beginning; thence N90°00'00"E 377.01 feet; thence S00°00'00"E 235.33 feet; thence 205.99 feet along the arc of a 389.00 foot radius curve to the left, the chord of which bears S15°10'12"E 203.59 feet; thence 209.29 feet along the arc of a 389.00 foot radius curve to the left, the chord of which bears S48°39'05"E 206.77 feet; thence N45°00'00"E 47.67 feet; thence S71°06'41"E 66.82 feet; thence N45°00'00"E 584.29 feet; thence N45°00'00"W 30.00 feet; thence N45°00'00"E 72.03 feet; thence N60°27'58"E 40.36 feet; thence N20°23'54"E 40.31 feet; thence S70°04'18"E 11.08 feet; thence N63°55'32"E 19.09 feet; thence S70°04'13"E 36.46 feet; thence N20°00'00"E 41.00 feet; thence S70°00'00"E 222.67 feet; thence S20°00'00"W 134.84 feet; thence S70°00'00"E 26.00 feet; thence S20°00'00"W 83.00 feet; thence S41°40'33"W 24.62 feet; thence S00°00'00"E 53.43 feet; thence S19°55'47"W 35.43 feet; thence S00°00'00"E 258.30 feet; thence S90°00'00"W 615.04 feet; thence 284.29 feet along the arc of a 400.50 foot radius curve to the right, the chord of which bears N69°39'52"W 278.36 feet; thence S00°00'00"E 149.91 feet to said East-West 1/4 line of Section 29; thence along said 1/4 line N89°58'55"E 2039.18 feet to the Center of said Section 29; thence continuing along said 1/4 line N89°59'18"E (recorded as N89°59'39"E) 1575.45 feet (recorded as 1575.67 feet); thence N01°08'51"W 554.98 feet (recorded as N01°09'50"W 555.11 feet); thence S89°59'39"W 900.25 feet; thence N01°08'35"W (recorded as N01°08'03"W) 605.02 feet; thence S76°38'38"W 174.20 feet; thence S00°06'21"E 315.87 feet; thence 129.20 feet along the arc of a 227.22 foot radius curve to the right, the chord of which bears S16°11'00"W 127.46 feet; thence S32°28'20"W 628.13 feet; thence 189.77 feet along the arc of a 189.00 foot radius curve to the right, the chord of which bears S61°14'10"W 181.89 feet; thence S90°00'00"W 629.62 feet; thence N00°00'00"W 165.14 feet; thence N90°00'00"E 30.68 feet; thence N00°00'16"W 237.82 feet; thence N24°16'36"E 66.15 feet; thence S63°21'45"E 2.93 feet; thence N90°00'00"E 25.69 feet; thence N69°57'55"E 44.42 feet; thence N20°00'00"W 93.61 feet; thence N70°00'00"E 240.09 feet; thence S19°52'10"E 82.45 feet; thence N70°00'00"E 20.48 feet; thence N45°00'00"E 5.75 feet; thence S45°00'35"E 14.07 feet; thence 32.19 feet along the arc of a 175.97 foot radius curve to the left, the chord of which bears S60°47'14"E 32.14 feet; thence S69°34'46"E 7.14 feet; thence 16.29 feet along the arc of a 9.50 foot radius curve to the right, the chord of which bears S20°27'46"E 14.36 feet; thence S28°39'14"W 3.59 feet; thence S65°08'37"E 144.00 feet; thence N24°51'27"E 30.29 feet; thence S65°08'33"E 405.33 feet; thence N32°28'20"E 345.88 feet; thence 116.91 feet along the arc of a 205.62 foot radius curve to the left, the chord of which bears N16°11'00"E 115.35 feet; thence N00°06'21"W 336.05 feet; thence N76°32'14"E 165.54 feet; thence N75°18'09"E 20.83 feet (recorded as 20.75 feet); thence N01°08'35"W (recorded as

N01°08'03"W) 530.73 feet to the Southerly right-of-way line of Rivertown Parkway (200 feet wide); thence along said right-of-way line S88°53'24"W 429.95 feet; thence S01°08'03"E 264.80 feet; thence S88°45'23"W 170.44 feet; thence 46.39 feet along the arc of a 29.50 foot radius curve to the right, the chord of which bears N46°11'20"W 41.76 feet; thence N01°08'03"W 155.70 feet; thence N88°53'24"E 28.00 feet; thence N01°08'03"W 80.00 feet to said Southerly right-of-way line of Rivertown Parkway; thence along said right-of-way line S88°53'24"W 51.79 feet; thence S01°14'37"E 287.48 feet; thence N88°53'15"E 148.90 feet; thence 183.49 feet along the arc of a 228.00 foot radius curve to the right, the chord of which bears S68°03'18"E 178.58 feet; thence S45°00'00"E 94.38; thence 222.53 feet along the arc of a 284.00 foot radius curve to the right, the chord of which bears S22°33'09"E 216.88 feet; thence S00°06'18"E 271.13 feet; thence 89.04 feet along the arc of a 213.50 foot radius curve to the right, the chord of which bears S12°10'46"W 88.40 feet; thence S28°20'17"W 72.97 feet; thence S32°28'20"W 241.64 feet; thence N65°13'38"W 383.83 feet; thence S24°51'27"W 30.34 feet; thence N64°32'00"W 187.88 feet; thence N00°00'00"W 294.09 feet; thence N44°56'47"E 43.06 feet; thence 38.88 feet along the arc of a 100.50 foot radius curve to the right, the chord of which bears N58°14'30"W 38.63 feet; thence N44°59'41"E 342.27 feet; thence S45°00'00"E 189.52 feet; thence N45°00'00"E 251.74 feet; thence 30.03 feet along the arc of a 19.50 foot radius curve to the left, the chord of which bears N00°53'10"E 27.15 feet; thence 172.74 feet along the arc of a 205.50 foot radius curve to the left, the chord of which bears N67°18'34"W 167.70 feet; thence S88°45'23"W 160.33 feet; thence N01°14'57"W 310.35 feet to said Southerly right-of-way line of Rivertown Parkway; thence along said right-of-way line S88°53'24"W 53.03 feet; thence 32.07 feet along the arc of a 51.36 foot radius curve to the right, the chord of which bears S17°47'14"E 31.55 feet; thence S01°08'03"E 205.78 feet; thence 46.28 feet along the arc of a 29.50 foot radius curve to the right, the chord of which bears S43°48'40"W 41.68 feet; thence S88°45'23"W 39.20 feet; thence 138.25 feet along the arc of a 249.50 foot radius curve to the right, the chord of which bears N75°22'12"W 136.49 feet; thence N01°08'03"W 228.58 feet to said Southerly right-of-way line of Rivertown Parkway; thence along said right-of-way line S88°53'24"W 1587.32 feet; thence 33.64 feet along the arc of a 46.33 foot radius curve to the left, the chord of which bears S19°22'31"W 32.91 feet; thence S00°00'00"E 91.10 feet; thence 82.07 feet along the arc of a 39.50 foot radius curve to the left, the chord of which bears S59°31'31"E 68.09 feet; thence N60°56'58"E 99.40 feet; thence 127.01 feet along the arc of a 250.50 foot radius curve to the right, the chord of which bears N75°28'29"E 125.65 feet; thence N90°00'00"E 579.72 feet; thence S00°00'00"E 570.37 feet; thence 7.27 feet along the arc of a 24.50 foot radius curve to the right, the chord of which bears S33°44'54"E 7.24 feet; thence 15.54 feet along the arc of a 73.50 foot radius curve to the left, the chord of which bears S31°18'20"E 15.51 feet; thence 28.29 feet along the arc of a 19.50 foot radius curve to the right, the chord of which bears S04°12'07"W 25.88 feet; thence 41.04 feet along the arc of a 84.16 foot radius curve to the left, the chord of which bears S31°47'48"W 40.64 feet; thence S90°00'00"W 19.39 feet; thence S00°00'00"E 81.75 feet; thence S90°00'00"W 196.00 feet; thence N00°00'09"E 133.54 feet; thence N45°29'37"W 40.50 feet; thence S45°00'00"W 10.67 feet; thence N45°00'01"W 27.75 feet; thence N20°58'57"E 7.96 feet; thence 2.18 feet along the arc of a 23.50 foot radius curve to the right, the chord of which bears N23°38'31"E 2.18 feet; thence N44°50'20"W 102.14 feet; thence N44°59'56"E 60.00 feet; thence N45°00'00"W 306.00 feet; thence N45°00'00"E 30.00 feet; thence N45°00'00"W 223.57 feet; thence 31.67 feet along the arc of a 228.00 foot radius curve to the left, the chord of which bears S64°55'44"W 31.65 feet; thence S60°56'58"W 160.37 feet; thence N25°45'54"W 65.39 feet; thence 26.45 feet along the arc of a 57.32 foot radius curve to the right, the chord of which bears N12°32'39"W 26.22 feet; thence

N00°00'00"W 89.52 feet; thence 32.79 feet along the arc of a 65.87 foot radius curve to the right, the chord of which bears N13°38'44"E 32.45 feet to said Southerly right-of-way line of Rivertown Parkway; thence along said right-of-way line S88°53'24"W 537.18 feet (recorded as 541.92 feet); thence S00°00'00"E 40.00 feet; thence S88°53'24"W 129.99 feet to said Easterly right-of-way line of Wilson Avenue; thence along said Easterly right-of-way line S00°00'00"E 656.10 feet; thence N90°00'00"E 392.32 feet; thence 174.25 feet along the arc of a 1000.50 foot radius curve to the left, the chord of which bears S08°18'14"W 174.03 feet; thence 44.63 feet along the arc of a 29.50 foot radius curve to the right, the chord of which bears S46°39'26"W 40.50 feet; thence N90°00'00"E 73.24 feet; thence 470.24 feet along the arc of a 955.50 foot radius curve to the right, the chord of which bears N15°54'04"E 465.51 feet; thence N30°00'00"E 118.61 feet; thence 121.19 feet along the arc of a 455.50 foot radius curve to the right, the chord of which bears N37°37'19"E 120.83 feet; thence S45°00'00"E 418.38 feet; thence S00°00'00"E 31.00 feet; thence N90°00'00"E 36.44 feet; thence 44.46 feet along the arc of a 99.50 foot radius curve to the right, the chord of which bears S77°11'55"E 44.09 feet; thence S64°23'49"E 3.96 feet; thence S00°00'00"E 409.52 feet; thence S90°00'00"W 133.92 feet; thence S00°00'00"E 29.50 feet; thence S45°00'00"W 88.76 feet; thence N45°00'00"W 30.00 feet; thence S45°00'00"W 270.00 feet; thence N45°00'00"W 30.00 feet; thence S45°00'00"W 225.54 feet; thence 215.28 feet along the arc of a 366.50 foot radius curve to the right, the chord of which bears N16°49'40"W 212.20 feet; thence N02°26'27"W 11.74 feet; thence N00°00'00"W 250.10 feet; thence S90°00'00"W 399.01 feet to said Easterly right-of-way line of Wilson Avenue; thence along said Easterly right-of-way line S00°00'00"E 26.50 feet to the Point of beginning.

DESCRIPTION: Parcel "B", Title Description - Rivertown Crossings - Fee Simple:

Part of the North half of Section 29, Township 6 North, Range 12 West, City of Grandville, Kent County, Michigan, more fully described as follows:

Commencing at the West 1/4 Corner of said Section 29; thence along the East-West 1/4 line of said section N89°58'55"E 70.00 feet to the Easterly right-of-way line of Wilson Avenue; thence along said Easterly right-of-way line N00°00'00"W 752.66 feet to the Point of Beginning; thence continuing along the same line N00°00'00"W 24.28 feet; thence N90°00'00"E 78.21 feet; thence S00°00'00"E 24.28 feet; thence S90°00'00"W 78.21 feet to the Point of Beginning.

DESCRIPTION: Peripheral Parcel 1- Survey Description- Fee Simple:

Part of the NE 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan described as:

Commencing at the North 1/4 corner of said Section 29; Thence S01°08'03"E along the North-South 1/4 line of said Section a distance of 898.98 feet to the Southerly Right Of Way Line of Rivertown Parkway (200' wide); Thence N88°53'24"E along said Southerly Right Of Way Line a distance of 73.05 feet to the Point Of Beginning; Thence continuing N88°53'24"E along said Southerly Right Of Way a distance of 172.00 feet; Thence S01°08'03"E a distance of 264.80 feet; Thence S88°45'23"W a distance of 170.44 feet; Thence Northwesterly 46.39 feet along a curve to the right having a radius of 29.50 feet, central angle of 90°06'35" and a long chord bearing distance of N46°11'20"W 41.76 feet; Thence N01°08'03"W a distance of 155.70 feet; Thence N88°53'24"E a distance of 28.00 feet; Thence N01°08'03"W a distance of 80.00 feet to said Southerly Right Of Way Line and the Point Of Beginning.

DESCRIPTION: Peripheral Parcel 2 - Survey Description - Fee Simple:

Part of the NE 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan described as:

Commencing at the North 1/4 corner of said Section 29; Thence S01°08'03"E along the North-South 1/4 line of said Section a distance of 898.98 feet to the Southerly Right Of Way Line of Rivertown Parkway (200' wide); Thence S88°53'24"W along said Right Of Way a distance of 44.30 feet to the Point Of Beginning; Thence Southeasterly 32.07 feet along a curve to the right having a radius of 51.36 feet, a central angle of 35°47'02" and a long chord bearing distance of S17°47'14"E 31.55 feet; Thence S01°08'03"E a distance of 205.78 feet; Thence Southwesterly 46.28 feet along a curve right having a radius of 29.50 feet, central angle of 89°53'25" and a long chord bearing distance of S43°48'40"W 41.68 feet; Thence S88°45'23"W a distance of 39.20 feet; Thence Northwesterly 138.25 feet along a curve right having a radius of 249.50 feet, central angle of 31°44'51" and a long chord bearing distance of N75°22'12"W 136.49 feet; Thence N01°08'03"W a distance of 228.58 feet to said Southerly Right Of Way Line; Thence N88°53'24"E along said Southerly Right Of Way Line a distance of 190.96 feet to the Point Of Beginning.

DESCRIPTION: Peripheral Parcel 3 - Survey Description - Fee Simple:

Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan described as:

Commencing at the West 1/4 Corner of said Section 29; Thence N00°00'00"W along the West Line of said Section a distance of 776.97 feet; Thence N90°00'00"E a distance of 70.00 feet to the Easterly Right Of Way of Wilson Avenue and the Point Of Beginning; Thence N00°00'00"W along said Easterly Right Of Way Line a distance of 175.72 feet; thence N90°00'00"E a distance of 392.32 feet; Thence Southwesterly 174.25 feet along a curve to the left having a radius of 1000.50 feet, a central angle of 09°58'44" and a long chord bearing distance of S08°18'14"W 174.03 feet; Thence Southwesterly 44.63 feet along a curve the right having a radius of 29.50 feet, a central angle of 86°41'08" and a long chord bearing distance of S46°39'26"W 40.50 feet; Thence S90°00'00"W a distance of 259.53 feet; Thence N00°00'00"W a distance of 24.28 feet; Thence S90°00'00"W a distance of 78.21 feet to the said Easterly Right Of Way Line and the Point Of Beginning.

DESCRIPTION: Peripheral Parcel 4 - Survey Description - Fee Simple:

Part of the Northwest 1/4 of Section 29, T6N, R12W, City of Grandville, Kent County, Michigan, described as; Commencing at the West 1/4 corner of said Section 29; thence North along the West line of said section a distance of 247.18 feet; thence East a distance of 70.00 feet to the Easterly right-of-way line of Wilson Avenue and the POINT OF BEGINNING; thence N00°00'00"W a distance of 200.00 feet along said Easterly right-of-way; thence N90°00'00"E 365.57 feet; thence Southeasterly 210.48 feet along a curve to the left having a radius of 400.50 feet, a central angle of 30°06'43", and a long chord bearing and distance of S16°00'35"E 208.07 feet; thence S90°00'00"W 422.95 feet to the POINT OF BEGINNING.

DESCRIPTION: Peripheral Parcel 5 - Survey Description - Fee Simple:

Part of the Northwest 1/4 of Section 29, T6N, R12W, City of Grandville, Kent County, Michigan, described as; Commencing at the West 1/4 corner of said Section 29; thence N89°58'55"E along the East-West 1/4 line of said section a distance of 70.00 feet to the Easterly right-of-way line of Wilson Avenue and the POINT OF BEGINNING; thence N00°00'00"W a distance of 247.16 feet along said Easterly right-of-way; thence N90°00'00"E 422.95 feet; thence Southeasterly 127.66 feet along a curve to the left having a radius of 400.50 feet, a central angle of 18°15'48", and a long chord bearing and distance of S40°11'50"E 127.12 feet; thence S00°00'00"E a distance of 149.91 feet to the East-West 1/4 line of said section; thence S89°58'55"W along said 1/4 line a distance of 505.00 feet to the POINT OF BEGINNING.

Commonly known As: 3700 Rivertown Pky SW ; Tax Parcel Number: 17-29-151-016 (Mall and peripheral parcels 4 and 5)

Commonly known As: 3590 Rivertown Pky SW ; Tax Parcel Number: 17-29-252-001 (peripheral parcel 1)

Commonly known As: 3610 Rivertown Pky SW ; Tax Parcel Number: 17-29-176-001 (peripheral parcel 2)

Commonly known As: 3940 Rivertown Pky SW ; Tax Parcel Number: 17-29-151-011 (peripheral parcel 3)

Commonly known As: 3660 Rivertown Pky SW ; Tax Parcel Number: 17-29-178-001 (Galyan's)

Parcel II

Land situated in City of Grandville, County of Kent, State of Michigan, described as:

Lots 1, 2, 3, 4 and 7, Poitomac Place, Part of Northwest ¼, Section 29, T6N, R12W, City of Grandville, Kent County, Michigan, as recorded in Instrument No. 20030827-0171337.

Commonly known As: 3766 Potomac ; Tax Parcel Number: 17-29-126-022 (Lot 1)
3722 Potomac ; Tax Parcel Number: 17-29-126-021 (Lot 2)
3676 Potomac ; Tax Parcel Number: 17-29-126-020 (Lot 3)
4499 Potomac ; Tax Parcel Number: 17-29-126-019 (Lot 4)
3719 Potomac ; Tax Parcel Number: 17-29-126-016 (Lot 7)

EXHIBIT B

OWNER'S PROPERTY

Land in the City of Grandville, Kent County, MI, described as follows:

Parcel 1:

Part of the North 1/2 Section 29, Town 6 North, Range 12 West, City of Grandville, Kent County, Michigan described as:

Commencing at the Northwest corner of said Section 29; thence South 00 degrees 00 minutes 00 seconds East along the West line of said Section a distance of 899.01 feet to its intersection with the Southerly right-of-way line extended of Rivertown Parkway; thence North 88 degrees 53 minutes 24 seconds East along said Southerly right-of-way line extended a distance of 3255.84 feet; thence South 01 degree 08 minutes 03 seconds East a distance of 530.73 feet to the point of beginning; thence continuing South 01 degree 08 minutes 03 seconds East a distance of 19.08 feet; thence South 76 degrees 38 minutes 38 seconds West a distance of 174.12 feet; thence South 00 degrees 06 minutes 21 seconds East a distance of 315.87 feet; thence Southwesterly 129.20 feet along a curve to the right having a radius of 227.22 feet, a central angle of 32 degrees 34 minutes 40 seconds and a chord bearing distance of South 16 degrees 11 minutes 00 seconds West 127.46 feet; thence South 32 degrees 28 minutes 20 seconds West a distance of 628.13 feet; thence Southwesterly 189.77 feet along a curve to the right having a radius of 189.00 feet, a central angle of 57 degrees 31 minutes 40 seconds and a chord bearing distance of South 61 degrees 14 minutes 10 seconds West 181.89 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 629.62 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 165.14 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 30.68 feet; thence North 00 degrees 00 minutes 16 seconds West a distance of 237.82 feet; thence North 24 degrees 16 minutes 36 seconds East a distance of 66.15 feet; thence South 63 degrees 21 minutes 45 seconds East a distance of 2.93 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 25.69 feet; thence North 69 degrees 57 minutes 55 seconds East a distance of 44.42 feet; thence North 20 degrees 00 minutes 00 seconds West a distance of 93.61 feet; thence North 70 degrees 00 minutes 00 seconds East a distance of 240.09 feet; thence South 19 degrees 52 minutes 10 seconds East a distance of 82.45 feet; thence North 70 degrees 00 minutes 00 seconds East a distance of 20.48 feet; thence North 45 degrees 00 minutes 00 seconds East a distance of 5.75 feet; thence South 45 degrees 00 minutes 35 seconds East a distance of 14.07 feet; thence Southeasterly 32.19 feet along a curve to the left having a radius of 175.97 feet a central angle of 10 degrees 28 minutes 46 seconds and a chord bearing distance of South 60 degrees 47 minutes 14 seconds East 32.14; thence South 69 degrees 34 minutes 46 East a distance of 7.14 feet; thence Southerly 16.29 feet along a curve to the right having a radius of 9.50 feet, a central angle of 98 degrees 14 minutes 00 seconds and a chord bearing distance of South 20 degrees 27 minutes 46 East 14.36 feet; thence South 28 degrees 39 minutes 14 seconds West a distance 3.59 feet; thence South 65 degrees 08 minutes 37 seconds East a distance of 144.00 feet; thence North 24 degrees 51 minutes 27 seconds East a distance of 30.29 feet; thence South 65 degrees 08 minutes 33 seconds East a distance of 405.23 feet; thence North 32 degrees 28 minutes 20 seconds East a distance of 345.88 feet; thence Northerly 116.91 feet along a curve to the left having a radius of 205.62 feet, a central angle of 32 degrees 34 minutes 40 seconds

and a chord bearing distance of which North 16 degrees 11 minutes 00 seconds East 115.35 feet; thence North 00 degrees 06 minutes 21 seconds West a distance of 336.05 feet; thence North 76 degrees 32 minutes 14 seconds East a distance of 165.54 feet; thence North 75 degrees 18 minutes 09 seconds East a distance of 20.75 feet to the point of beginning.

EXHIBIT C

SITE PLAN