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COUNTY OF KENT
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EASEMENT AGREEMENT

RIVERTOWN CROSSINGS GRANDVILLE, MICHIGAN

Prepared by and upon recording
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General Growth Properties, Inc.
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Chicago, IL 60606

**NOTICE: THIS DOCUMENT CREATES CERTAIN EASEMENTS AND
COVENANTS RUNNING WITH THE LAND THAT ARE PERPETUAL
AND SURVIVE BEYOND THE TERMINATION OF THIS AGREEMENT**

CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT

By and Among

GGP-GRANDVILLE L.L.C.
a Delaware limited liability company (Developer)

TARGET CORPORATION d/b/a HUDSON'S
a Minnesota corporation (Hudson's)

KOHL'S DEPARTMENT STORES, INC.
a Delaware corporation (Kohl's)

J.C. PENNEY PROPERTIES, INC.
a Delaware corporation (Penney)

SEARS, ROEBUCK AND CO.
a New York corporation (Sears)

and

PARISIAN, INC.
d/b/a/ YOUNKERS
an Alabama corporation (Younkers)

**RIVERTOWN CROSSINGS
CITY OF GRANDVILLE
KENT COUNTY, MICHIGAN**

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CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT

AGREEMENT

RIVERTOWN CROSSINGS

GRANDVILLE, MICHIGAN

THIS AGREEMENT, made as of the 20th day of June, 2000, by and among GGP-GRANDVILLE L.L.C. ("Developer"), a Delaware limited liability company authorized to do business in Michigan, having its principal offices at 110 N. Wacker Drive, Chicago, Illinois 60606; TARGET CORPORATION d/b/a HUDSON'S ("Hudson's"), a Minnesota corporation qualified to do business in Michigan, having as its address 1000 Nicollet Mall, Minneapolis, Minnesota 55402; KOHL'S DEPARTMENT STORES, INC. ("Kohl's"), a Delaware corporation qualified to do business in Michigan, having as its address N56 W17000 Ridgewood Drive, Menomonee Falls, Wisconsin 53051; J.C. PENNEY PROPERTIES, INC. ("Penney"), a Delaware corporation qualified to do business in Michigan, having as its address 6501 Legacy Drive, Plano, Texas 75024-3698; SEARS, ROEBUCK AND CO. ("Sears"), a New York corporation qualified to do business in Michigan, having as its address 3333 Beverly Road, Hoffman Estates, Illinois 60179; and PARISIAN, INC. d/b/a Youngers ("Youngers"), an Alabama corporation qualified to do business in Michigan, having as its address 5810 Shelby Oaks Drive, Memphis, Tennessee 38134. Developer, Hudson's, Kohl's, Penney, Sears and Youngers are each sometimes called "Party" and sometimes collectively called "Parties". Hudson's, Kohl's, Penney, Sears and Youngers are sometimes called the "Department Store Parties".

RECITAL OF FACTS

A. Developer is the owner in fee of a certain parcel of land located in the City of Grandville, Kent County, Michigan, which parcel is described in Part I of the attached Exhibit A and delineated upon the survey attached as Exhibit B-1 (the "Developer Parcel").

B. Hudson's is the owner in fee of a certain parcel of land located in the City of Grandville, Kent County, Michigan, which parcel of land is described in Part II of

Exhibit A and delineated upon the survey attached as Exhibit B-1 (the "Hudson's Parcel").

C. Kohl's is the owner in fee of a certain parcel of land located in the City of Grandville, Kent County, Michigan, which parcel of land is described in Part III of Exhibit A and delineated upon the survey attached as Exhibit B-1 (the "Kohl's Parcel").

D. Penney is the owner in fee of a certain parcel of land located in the City of Grandville, Kent County, Michigan, which parcel of land is described in Part IV of Exhibit A and delineated upon the survey attached as Exhibit B-1 (the "Penney Parcel").

E. Sears is the owner in fee of two (2) parcels of land located in the City of Grandville, Kent County, Michigan, which parcels of land are described in Part V of Exhibit A and delineated upon the survey attached as Exhibit B-1 (the said parcels are collectively referred to as the "Sears Parcel").

F. Younkers is the owner in fee of a certain parcel of land located in the City of Grandville, Kent County, Michigan, which parcel of land is described in Part VI of Exhibit A and delineated upon the survey attached as Exhibit B-1 (the "Younkers Parcel").

G. The Parties desire to make an integrated use of the parcels of land owned by them (sometimes referred to herein as a "Parcel" or "Parcels") and to develop and improve the Developer Parcel, the Hudson's Parcel, the Kohl's Parcel, the Penney Parcel, the Sears Parcel and the Younkers Parcel, which Parcels are collectively described in Part VII of Exhibit A (said Parcels being sometimes collectively called the "Shopping Center Site"), as a first class regional shopping center (sometimes called the "Shopping Center") of the so-called "enclosed mall" type.

H. Developer intends to construct and operate, or cause to be constructed and operated, as a part of the Shopping Center, a two-level building (the "Mall Store Building") as shown on Exhibit B, for retail and other occupancies consistent with first class regional shopping centers and to construct or cause to be constructed within the Mall Store Building an enclosed mall (the "Mall"). The Mall and Mall Store Building are further defined in Section 1.1(dd) and (ee), respectively. The Mall Store Building and the

Mall will, respectively, be located on those portions of the Developer Parcel entirely within the Permissible Building Areas designated for each as shown on Exhibit B.

I. Hudson's intends to construct and operate, as part of the Shopping Center, a two-level retail department store facility (the "Hudson's Building"). The Hudson's Building shall be located on that portion of the Hudson's Parcel entirely within the Permissible Building Area as shown on Exhibit B.

J. Kohl's intends to construct and operate, as part of the Shopping Center, a two-level retail department store facility (the "Kohl's Building"). The Kohl's Building shall be located on that portion of the Kohl's Parcel entirely within the Permissible Building Area shown on Exhibit B.

K. Penney intends to construct and operate, or cause to be constructed and operated, as part of the Shopping Center, a two-level retail department store facility (the "Penney Building"). The Penney Building shall be located on that portion of the Penney Parcel entirely within the Permissible Building Area shown on Exhibit B.

L. Sears intends to construct and operate, as part of the Shopping Center, a two-level retail department store facility (the "Sears Building") and a separate tire, battery and accessory facility (the "Sears TBA") at the respective locations shown on Exhibit B. The Sears Building and the Sears TBA shall be located on those portions of the Sears Parcel entirely within the Permissible Building Areas shown for each on Exhibit B.

M. Younkers intends to construct and operate, as part of the Shopping Center, a two-level retail department store facility (the "Younkers Building"). The Younkers' Building shall be located on that portion of the Younkers Parcel entirely within the Permissible Building Area shown on Exhibit B.

N. The Parties each desire to grant to each other certain rights, privileges and easements and to impose certain restrictions and covenants upon their respective Parcels for the benefit of the respective Parcels of the other Parties as hereinafter set forth; and

O. The Parties intend to set forth in this Agreement their rights, obligations, duties and responsibilities in connection with the development and use of, and the building and operations on, the Shopping Center Site, and to make other covenants and agreements with each other as hereinafter more specifically set forth;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein and intending to be legally bound, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Terms Defined. As used in this Agreement, the following terms will have the following respective meanings:

- (a) "Access Road(s)" means those roads shown and designated as such on Exhibit B connecting portions of the Ring Road, as defined in Section 1.1(ww), with the public roads and/or highways adjacent to the perimeter of the Shopping Center Site.
- (b) "Accounting Period" will have the meaning set forth in Section 10.4 (a) of this Agreement.
- (c) "Affiliate" will have the meaning set forth in Section 21.1(d) of this Agreement.
- (d) "Allocable Share" will have the meaning set forth in Section 10.4 (b) of this Agreement.
- (e) "Building" and "Buildings" will mean the Mall Store Building and/or the Hudson's Building and/or the Kohl's Building and/or the Penney Building and/or the Sears Building and/or the Younkers Building.
- (f) "Close-off" will have the meaning set forth in Section 3.2 of this Agreement.
- (g) "Closed-off Parcel" will have the meaning set forth in Section 3.2 of this Agreement.
- (h) "Commence Construction" means with respect to each Party's Building, pouring of the footings and foundations therefor; and with respect to any other work (including portions of the Work referred to in Article II), the initial performance under an executed contract which will provide for the prompt commencement and diligent performance to completion of the work in question.

- (i) "Common Area" means all of those portions of the Shopping Center Site that are intended to be and will be available from time to time for the general non-exclusive use of the Parties, the Occupants and their Permittees, the locations of which are shown on Exhibit B. Common Area will include the Parking Area, the Mall (exclusive of the Floor Area of any kiosk), the Common Utility Facilities, sidewalks, stairways, walkways and curbs, Perimeter Sidewalks, restrooms not located within portions of the Mall Store Building leased and operated by any Occupant, landscaped and planted areas, bus stops (to the extent permitted by Section 10.3), those public service corridors which are required by fire codes or governmental regulations or required for public protection or safety, Common Area management and maintenance offices and rooms and equipment sheds (which offices, rooms and equipment sheds will not in the aggregate exceed 6,000 square feet of floor space which is to be measured as if it were Floor Area); excepting and excluding, however, from Common Area, any of the foregoing within the Building of any Department Store Party. The Common Area will not include Floor Area. This definition of Common Area is intended to include everything outside the Parties' Buildings except for the Truck Facilities (other than roadways leading thereto) and the landscaped area between a Building and the inner edge of the Perimeter Sidewalk adjacent to such Building.
- (j) "Common Area Maintenance Cost" will have the meaning set forth in Section 10.4 (c) of this Agreement.
- (k) "Common Utility Facilities" means storm drainage facilities, detention and/or retention lakes and ponds, wetlands preservation areas, sanitary sewer systems, gas lines, water lines and systems, fire protection installations (including any booster pumps required by fire insurance rating organizations of any Party), underground (except for junction boxes and transformers) electric power and telephone cables and lines and cable television systems for security purposes and cable television reception, if

any, and other forms of energy, signals or services that are available for service to and used by the Parties, which facilities are located on or off the Shopping Center Site, for their respective improvements and/or the Common Area; excluding, however, (i) those facilities, if any, that are available only for the exclusive use of any Party or its improvements, and (ii) such facilities located within five (5) feet from the building line of the Building of any Party, and the Building of that Party, which facilities will be deemed, for the purpose of maintenance, repair, Rebuilding (as defined in Article XIII) and insurance, to be part of such Building.

- (l) "Condemnation" or "Condemn" means the taking of any portion of the Shopping Center Site pursuant to an exercise of the power of eminent domain or any conveyance in lieu of condemnation under a threat thereof to a purchaser having the power of condemnation with respect to the property in question. Condemnation also means a requisitioning by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances.
- (m) "Cost of Work" will have the meaning set forth in Section 2.2(b) of this Agreement.
- (n) "Court" means the area within the Mall abutting the Department Store Building of a Department Store Party as shown on Exhibit B.
- (o) "Department Store" means a retail store operated by a single user in the Hudson's, Kohl's, Penney, Sears or Younkers Buildings in the Shopping Center Site containing a number of departments for the sale of goods, merchandise and services and will also mean the operator of each such retail store.
- (p) "Department Store Building" and "Department Store Buildings" will mean the Hudson's Building and/or the Kohl's Building and/or the Penney Building and/or the Sears Building and/or the Younkers Building.

- (q) "Department Store Improvements" means the Department Store Buildings (including the Sears TBA) and those portions of the Common Area improvements situated on the Department Store Parties' Parcels.
- (r) "Department Store Parties" means initially Hudson's, Kohl's, Penney, Sears and Youngers.
- (s) "Developer Improvements" means the Mall Store Building, the Mall and those other portions of the Common Area improvements situated on the Developer Parcel.
- (t) "Event of Release" means that event which if it occurs during the period of a Party's "Operating Covenant" serves to release that Party from its Operating Covenant.
- (u) "Extended Covenant" will have the meaning set forth in Section 13.3(b) of this Agreement.
- (v) "Facilities" will have the meaning set forth in Section 4.10(a) of this Agreement.
- (w) "Floor Area" means the total number of square feet of floor space on all levels or floors at the time of the determination thereof contained within a Building (including the Sears TBA) and located on the Shopping Center Site, bounded by the exterior facade of the exterior walls of any such Building (except party walls as to which the centers thereof, instead of the exterior faces thereof, will be used). Floor Area shall include basement space (other than basement space devoted exclusively to offices, stock or storage), kiosks, retail merchandising units and mall merchandise carts, balcony and mezzanine space (other than balcony, mezzanine or other space devoted exclusively to offices, stock or storage), and space occupied by walls, columns, dumb-waiters, stairs, escalators, elevators, conveyors or other interior construction and equipment, except as excluded in the following sentence. Floor Area shall not include space within the Mall (other than areas occupied by kiosks, retail merchandising units and mall merchandise carts located within the Mall) or other Common Area, Truck

Facilities, merchandise receiving areas, electrical, mechanical or computer equipment penthouses and rooms for so long as such penthouses and rooms are used to contain primarily mechanical, electrical or computer equipment, or any combination of the three, space utilized for electrical, mechanical or computer equipment used to service the building, mechanical or electrical penthouses, transformer rooms or vaults (while used for such purpose), rubbish rooms while used for the storage, baling and/or compacting of trash and rubbish, service corridors, emergency exit corridors or stairs between fire resistant walls required by applicable building codes and not contained within any area exclusively appropriated for the use by any single Occupant, any buildings used exclusively for the purposes of Common Area management and/or maintenance offices, community or conference rooms and equipment sheds, not to exceed 6,000 square feet in the aggregate, which are to be measured as if they were Floor Area, and the upper levels of any multi-deck stock areas used exclusively for the stocking and storage of merchandise, including mezzanine areas whether structural or otherwise and used for the stocking or storage of merchandise and any area contained below any functional or decorative building treatment, canopy or any unoccupied area within or above a functional or decorative building treatment canopy. Upon the completion of its construction, each of the Parties shall cause its architect to certify the number of square feet of initially or subsequently constructed Floor Area on its respective Parcel to each of the other Parties.

- (x) "Force Majeure" will have the meaning set forth in Section 16.1 of this Agreement.
- (y) "Grand Opening Date" means November 3, 1999.
- (z) "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in

the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof; (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

- (aa) "Institutional Lender" will have the meaning set forth in Section 21.1(g) of this Agreement.
- (bb) "kiosk" will have the meaning set forth in Section 9.2 of this Agreement.
- (cc) "Lease" means the lease, occupancy agreement, license agreement, or other instrument or arrangement whereunder an Occupant has acquired legal status, rights or privileges with respect to the use and occupancy of any Floor Area.
- (dd) "Mall" means the area of the enclosed, climate-controlled, two-level mall structure and related improvements constructed upon the Developer Parcel located between the areas designated "Mall Shops" on Exhibit B.
- (ee) "Mall Store Building" will be deemed to be (i) the building on the Developer Parcel containing the Mall and designed and intended to be leased and operated as Floor Area by Occupants other than Developer and the Department Store Parties (in their respective capacities as operator of

the Mall and operators of Department Stores) together with such areas designed and intended to be used as Common Area management and maintenance offices and community or conference rooms and equipment sheds and (ii) the building on the Developer Parcel designated "Cinema" (the "theatre") on Exhibit B. For the sole purpose of determining whether the minimum sixty-five percent (65%) co-tenancy requirement in Sections 5.4, 6.7, 8.1 and 8.2 and the occupancy level referred to in Section 24.1 has been satisfied, "Mall Store Building" shall not include the theatre, any space referred to on Exhibit B as "Major Retail," Common Area management and maintenance offices, community or conference rooms.

- (ff) "Mortgagee and Mortgage". The term "Mortgagee" refers to and shall include a mortgagee, trustee and beneficiary under any Mortgage (as hereinafter defined) on a Parcel and to the extent applicable, and as hereinafter provided, will include a fee owner of any Parcel which is the subject of a lease under which any Party becomes a lessee in a Sale and Leaseback transaction or a sublessee in a Lease and Subleaseback transaction, and the term "Mortgage" will include any first mortgage, or first deed of trust, and, to the extent applicable, a Sale and Leaseback transaction or a Lease and Subleaseback transaction. The term "Mortgagee" will not refer to any of the foregoing Persons when in possession of any Parcel of any Party.
- (gg) "Occupant" means any Party, including Developer to the extent that it occupies Floor Area, and any other Person, that from time to time is entitled to the use and occupancy of Floor Area.
- (hh) "Operating Covenant" means the obligation of a Party to operate, or cause to be operated, the Building on its Parcel in the manner and for the duration provided for in Article VIII, including, without limitation, the second ten (10) year period set forth in Section 8.1(a), (b), (d) and (e). Furthermore, if the Developer receives the requisite "Extended Covenants," as defined and provided for in Section 13.3, then the term

“Operating Covenant” of a Department Store Party shall also include the respective applicable “Extended Covenant” of such Department Store Party.

(ii) “Operating Covenant Standards” means the manner in which a Party is obligated to operate, or cause to be operated, the Building on its Parcel, as provided for in Article VIII (and in Section 13.3, if the requisite “Extended Covenants” are given) (e.g., minimum square footage, number of levels, use of trade name, etc.) during the period of its Operating Covenant.

(jj) “Parcel” or “Parcels” will have the meaning set forth in Recital G of this Agreement.

(kk) “Parking Area” means all portions of the Shopping Center Site shown as such on Exhibit B. Parking Area shall also include, without limitation, the Ring Road, Access Roads, and all other roadways, walkways, sidewalks, traffic lanes, curbs, traffic signals, lighting, parking decks, pedestrian bridges connecting parking decks with any Building, vehicular parking spaces, landscaped and planted areas and all improvements located thereon and any portion or portions of the Common Area within the Shopping Center Site which will be improved in order that motor vehicles can be driven and/or parked thereon, but in each case only to the inside face of the outer curb of the Perimeter Sidewalk around and adjacent to the Building(s) excepting and excluding, however,

(i) areas occupied or intended to be occupied by improvements containing Floor Area as provided in this Agreement (but as to areas intended so to be occupied, this exception will be applicable only after such area ceases to be usable for parking in anticipation of such occupancy);

(ii) Perimeter Sidewalks; and

(iii) all Truck Facilities.

(ll) “Perimeter Sidewalks” means the sidewalks, excluding curbs, along any exterior perimeter of the Parties’ respective Buildings.

(mm) “Peripheral Parcels” means those certain parcels of land owned by Developer which are legally described in Part VIII of Exhibit A and are so

designated on Exhibit B and are subject to the restrictions referred to in Article XXIII.

- (nn) "Permissible Building Areas" means the land within the Shopping Center Site upon which may be constructed a Department Store Building (including any expansion thereof) or Mall Store Building (including any expansion thereof) as provided in this Agreement and as shown (but not labeled) on Exhibit B.
- (oo) "Permitee" means the officers, directors, employees, agents, contractors, subcontractors, patrons, customers, visitors, invitees, licensees and concessionaires of an Occupant.
- (pp) "Person(s)" means individual(s), partnership(s), limited liability companies, firm(s), association(s) and corporation(s), or any other form of legal entity.
- (qq) "Plans" will have the meaning set forth in Section 2.2(c) of this Agreement.
- (rr) "Preliminary Plans and Specifications" means the basic architectural and engineering plans and specifications providing for first-class structures, workmanship and materials. Said plans and specifications shall include architectural elevations and design studies indicating the exterior appearances of all buildings to be constructed on each Party's Parcel and an aerial perspective or similar delineation of said Buildings, and shall show the connection of the Mall to the proposed entrances of the Department Store Buildings and the Mall Store Building.
- (ss) "Prime Rate" shall have the meaning set forth in Section 25.2 of this Agreement.
- (tt) "Project Architect" will mean the firm KA, Inc.
- (uu) "Rebuild," "Rebuilding" and "Rebuilt" will have the meanings set forth in Section 13.2 of this Agreement.
- (vv) "Representative" will have the meaning set forth in Section 2.2(d) of this Agreement.

- (ww) "Ring Road" means the road shown and designated as such on Exhibit B and referred to in Section 4.11, as the same may be relocated pursuant to this Agreement.
- (xx) "Sale and Leaseback" or "Lease and Subleaseback" will have the meaning set forth in Section 21.1 (f) of this Agreement.
- (yy) "Separate Agreement" means an agreement entered into by Developer and a Department Store Party to supplement certain provisions of this Agreement as between themselves, with the understanding that such agreement will not be filed for record.
- (zz) "Significant Design Components" will have the meaning set forth in Section 5.1(d) of this Agreement.
- (aaa) "TBA" refers to the building on the Sears Parcel designated "Sears TBA" on Exhibit B and intended to be constructed and used for the sale of automobile tires, batteries and accessories, servicing and minor repair of motor vehicles (exclusive of body and fender repairs) and for the sale of merchandise and services related thereto.
- (bbb) "Term" and "Termination Date" will have the meanings set forth in Section 3.1 of this Agreement.
- (ccc) "Transfer", "Transferor" and "Transferee" will have the meanings set forth in Section 21.1 (a), (b) and (c), respectively, of this Agreement.
- (ddd) "Truck Facilities" means truck court and docks and ramps contiguous thereto, areas for truck loading, unloading, turn around and/or truck parking, all designated as "Truck Docks" on Exhibit B.
- (eee) "Work" will have the meaning set forth in Section 2.2(a) of this Agreement.

Section 1.2 Additions or Replacements. Any reference in any defined term in Section 1.1 to any construction or improvement whatsoever will be deemed to also refer to any expansion, alterations, reconstruction or replacement thereof pursuant to this Agreement, unless the express language of such reference indicates otherwise.

Section 1.3 Recitals. The recitals are incorporated herein by reference.

ARTICLE II

PRELIMINARY SITEWORK - CONSTRUCTION OF COMMON AREA

Section 2.1 Contract with Project Architect. Project Architect will perform its services pursuant to contracts with Developer. Whether or not the Project Architect will also be the architect utilized by any of the Parties for the construction of its Building, the Project Architect will be deemed, as Project Architect, to owe an equal duty to each of the Parties for any matters between the Parties. The Project Architect will be responsible for the coordination of the Work to be performed by all consultants and contractors engaged by Developer in connection therewith.

Section 2.2 Definitions.

(a) The term "Work" means all of the following items, on or off the Shopping Center Site, set forth in the Plans (as hereinafter defined) and as expressly approved by the Parties as being a portion of Work covered by this Agreement:

- (i) soil analysis, including borings, laboratory reports, engineering surveys, environmental studies and a corrosivity test;
- (ii) site clearance;
- (iii) rough grading and rough excavation of the Shopping Center Site and each respective Party's Building pad;
- (iv) collection and disposal of water to be drained from the Shopping Center Site;
- (v) necessary filling and finish grading of the Common Area;
- (vi) the construction (exclusive of the construction of the Parties' Buildings and the Mall Store Building) of Common Area improvements including retaining walls and berms;
- (vii) the Parking Area, including but not limited to, paving and striping (exclusive of all Truck Facilities as designated on Exhibit B);
- (viii) traffic lights and traffic parking control signs;
- (ix) entrance markers incorporating the logo of RiverTown Crossings and the words "RiverTown Crossings";
- (x) landscaping and irrigating of Common Area (other than in the Mall or within the Perimeter Sidewalks);
- (xi) sidewalks (other than the Perimeter Sidewalks);

- (xii) Access Roads and other roads within the Shopping Center Site for ingress and egress to a Party's Parcel;
 - (xiii) Parking Area lighting facilities (excluding accent lighting of any Building);
 - (xiv) Ring Road;
 - (xv) construction and installation of Common Utility Facilities to points approved and designated by each Party; and
 - (xvi) such other mutually approved items as are necessary and commonly incidental to any of the foregoing or necessary to accomplish the integrated development of the Common Area.
- (b) The term "Cost of Work" means any and all of the following :
- (i) the actual costs and expenses of performance of the Work as set forth in Section 2.2 incurred by Developer;
 - (ii) the architectural-engineering-design service fees and charges for the Work incurred by Developer;
 - (iii) the architectural-engineering-design service fees and charges for the Common Area, limited to services involved in preparing Exhibit B, developing the basic planning concept and location of the Mall and site landscaping, attendance at Parties' meetings and coordinating the work as directed by the Parties (the cost of the schematics and design of the actual Mall structure and specific landscaping of the Mall are not included in Cost of Work);
 - (iv) the total net cost of all casualty, public liability and builders risk insurance, if any, maintained by Developer during performance of the Work, without duplication for any such insurance required of any contractor performing the Work;
 - (v) actual expenses incurred by Developer to secure approval by public authorities of site plans and building plans and subdivision plats for the Shopping Center Site as an entity, exclusive of any such expense incurred in securing the approval of the construction drawings for the Parties' Buildings;
 - (vi) all sums paid and to be paid by Developer to the State of Michigan or to Kent County or to the City of Grandville and each of their respective departments and agencies, for the installation, construction, modification and signalization of abutting highways and roadways;
 - (vii) all sums paid and to be paid by the Parties to Kent County or to the City of Grandville and any agencies or authorities thereof, or to any other governmental bodies, agencies or authorities for the extension or installation (off the Shopping Center Site) of utility lines to provide services to the Shopping Center Site, including all sums paid to engineers and consultants in connection therewith; and
 - (viii) the actual cost and expense of any other items of Work commonly incidental to the development of the Shopping Center Site, exclusive of Floor Area and of the Mall.

- (c) The term "Plans" means the working drawings and specifications for the items set forth in Section 2.2(a). The Plans shall be prepared by the Project Architect and other approved consultants, and submitted to the Department Store Parties for review and approval. The Plans will include all on-site and off-site provisions necessary to accomplish such recommendations for the Shopping Center involving traffic and circulation as will be made by the Project Architect in consultation with traffic engineers (the fees of such engineers shall be included in the Cost of Work). The Plans will be submitted to the Department Store Parties prior to the Commencement of Construction for approval.
- (d) The term "Representative" means a person who may, from time to time, be designated by each of the Parties, respectively, who will have authority to act for such Party in regard to any approvals of drawings, specifications, documents, or other writings submitted pursuant to this Article II. Each Party will designate to the Project Architect, and each other Party, the name of said designating Party's Representative. Such notices shall be mailed to said Representatives at the addresses below.

For Developer: GGP-Grandville L.L.C.
c/o General Growth Properties, Inc.
110 N. Wacker Drive
Chicago, Illinois 60606
Attention: Senior Vice President - Development

For Hudson's: Target Corporation
c/o Target Stores
1000 Nicollet Mall
Minneapolis, Minnesota 55403
Attention: Property Administration, NMI-125

with a copy to: Target Corporation
777 Nicollet Mall
Minneapolis, Minnesota 55402
Attention: Property Administration

For Kohl's: Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Senior Vice President--Store Design and Construction

For Penney: J. C. Penney Company, Inc.
6501 Legacy Drive
Plano, Texas 75024-3698

Attention: Vice President -
Director of Construction Services

For Sears: Sears, Roebuck and Co.
Department 824C
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attention: Vice President of Construction

For Younkers: Parisian, Inc.
3455 Highway 80 West
P.O. Box 200809
Jackson, MS 39209
Attention: Jack Miller, Vice President - Store
Planning

Any request for the review or approval of drawings, specifications, documents or other writings under this Article II shall cite the applicable Section(s) of this Agreement and conspicuously specify in bold face type the correct time period, if applicable, within which a response must be given and, if applicable, specify in bold face type that no response will be deemed approval under this Agreement.

Section 2.3 General Design Data. In the preparation of all Plans provided for in Article II and any additional plans for future development or changes in the Common Area, the following general design data will be followed, as minimums, unless governmental specifications for such work establish higher standards:

- (a) Sewer and other utility lines, conduits or systems shall not be constructed or maintained above the ground level of the Shopping Center Site unless such installations are within enclosed structures and conform with requirements of any applicable governmental or private agency having jurisdiction of the Work, and are approved by the Parties.
- (b) Street improvements shown on Exhibit B respecting future and existing streets and roads adjacent to the Shopping Center will be made in accordance with the requirements of the City of Grandville, County of Kent, State of Michigan, or other governmental agencies having jurisdiction of the same.
- (c) Lighting for Parking Area will be provided by fixtures with area controls on a seven-day program, sufficient to produce the following minimum maintained average intensity, at grade at all points:

- (i) open parking area and all sidewalks - two foot candles at ground level;
- (ii) entrance roadways and Ring Road - two foot candles;
- (iii) intersections of entrance/exitways and public roads-four foot candles; and
- (iv) sheltered parking areas and walkways within parking structures - six foot candles.

The foregoing lighting for Parking Area shall be metered to, and paid by, Developer, subject to reimbursement by the Department Store Parties as provided in Section 10.1 (c) (xi).

- (d) All sidewalks, unenclosed malls, if any, and pedestrian aisles shall be of materials as set forth in the approved Plans, and the surface of the Parking Area (except the landscaped or planted portions thereof) will be paved by installing a suitable base, surfaced with a bituminous or asphaltic wearing surface, or other material as set forth in the approved Plans.

Section 2.4 Completion of the Work. Developer has caused or will cause that portion of the Work applicable to the Department Store Parties' building pads and all other items of Work necessary for the Department Stores to Commence Construction to be completed by April 21 , 1998, in the case of Hudson's, March 31, 1999, in the case of Kohl's, July 1, 1998, in the case of Penney, July 20, 1998, in the case of Sears and June 8, 1998 in the case of Younkers. Developer will cause the remainder of the Work to be completed not later than seven (7) days prior to the Grand Opening Date. Developer will have substantially completed the Common Utility Facilities by no later than ninety (90) days prior to the Grand Opening Date. Each Department Store Party will, upon request, furnish the estimated opening date for its respective Department Store Building to the other Parties at least one hundred eighty (180) days in advance of its estimated opening date. Notwithstanding the foregoing, however, the Parties will cooperate to accomplish a coordinated and simultaneous Grand Opening of the Mall and Department Store Buildings, to the extent reasonably possible. In no event shall the Department Store Parties be obligated to open during the period from November 1 of any year and January 31 of the following year or during the 45 days immediately prior to Easter Sunday or between May 1 and August 1 of any year. The foregoing provisions of this Section 2.4 shall not restrict a "soft opening" of a Department Store Building at any time within the

14-day period prior to the Grand Opening Date or as otherwise permitted in each Party's Separate Agreement.

Section 2.5 Administration of the Work. Developer shall provide or cause the Project Architect to provide efficient business administration of each contract for the Work, so that the Work will be completed as provided in Section 2.4.

Any material changes in the previously submitted Plans shall be submitted to each of the Parties for approval as provided in Sections 5.1(d) and 5.1(e). Developer shall schedule the construction activity to the reasonable satisfaction of each Party and coordinate the Work with the work that is to be performed by each Department Store Party. Developer shall, at its expense, provide construction staging areas, haul roads and temporary utilities pursuant to a plan to be delivered to the Department Store Parties for approval, which approval shall not be unreasonably withheld or delayed.

During the periods of construction of Common Area and Access Roads, Developer will have the right to take reasonable measures to control parking and traffic on the Shopping Center Site if Developer finds such control is necessary to facilitate completion of such construction so long as such measures do not unreasonably interfere with the construction of, or access to, the Department Store Buildings.

Section 2.6 Sharing Cost of Work.

- (a) The amount of the Cost of Work to be borne by any Department Store Party will be determined in accordance with its Separate Agreement entered into by Developer and such Department Store Party. Except as otherwise provided in Section 2.6(b) and in each such Separate Agreement, Developer shall pay for the Cost of Work and all other expenses contemplated by this Article II.
- (b) If, after any portion of the Work has been completed or partially completed on the Shopping Center Site, any Party desires to change, for such Party's sole benefit, the completed or partially completed Work, Developer will provide such Party with an estimate of the net cost of such change, and if such Party authorizes Developer in writing to proceed with such change, the net cost of such change will be borne by the Party so

authorizing the change and it will not be included in the Cost of Work to be shared by the Parties; provided, however, that (i) any changes which are required to conform the Work to the Plans, as approved by the Department Store Parties, or to comply with applicable governmental requirements shall be paid by Developer, and (ii) and changes which are required to comply with any Party's Separate Agreement shall be included in the Cost of Work to be paid for as provided by such Party's Separate Agreement. Any such material change will be shown on the Plans and will be subject to Section 2.2 (c).

ARTICLE III

TERMINATION

Section 3.1 Termination Date. The term (the "Term") of this Agreement will commence on the date hereof and will terminate on December 31, 2049 (the "Termination Date").

Section 3.2 Termination. On the Termination Date, all rights and obligations under this Agreement of each Party and benefits and burdens hereof appurtenant to the Parcel of each Party shall cease, except as provided in these Sections 3.2 and 3.3. After the Termination Date, each Party shall have the right, at its own cost, to Close-off (as hereinafter defined) all or any portion(s) of its Parcel (the "Closed-off Parcel") (other than (i) the Ring Road or the Access Roads, (ii) the Mall except to the extent provided in Section 4.5 or (iii) the access to Common Utility Facilities as provided in Section 4.12) from all or any portion(s) of the Parcels of any of the other Party(ies).

"Close-off", as used herein, means (to the extent not in violation of applicable law) (a) fencing off a Parcel (other than the Ring Road or the Access Roads or the Mall except to the extent provided for in Section 4.5 or the access to Common Utility Facilities as provided in Section 4.12 or the other easements described in Article IV as perpetual or continuing after the Termination Date) from the other Parcels, (b) physically blocking all entrances and exits leading to and from a Department Store Building on such Parcel and the Mall, and (c) physically blocking the Mall in accordance with Section 4.5; in each case, the same will be done in a reasonably attractive and appropriate manner.

Nothing in this Section 3.2 shall be deemed to prohibit a Party from temporarily closing off any portion of its Parcel prior to the Termination Date upon advice of its counsel to prevent dedication.

Section 3.3 Interest after Termination. Notwithstanding anything contained in this Article III, any interest (i.e., easement, license, right or other interest) of one Party on the Parcel of another, which by an express provision of this Agreement is to remain in effect following the Termination Date, either for a limited period thereafter or in perpetuity, will remain in full force and effect in accordance with and for the period so provided in such express provision in this Agreement.

Section 3.4 Consequences of Termination. On the Termination Date, all rights, benefits, burdens and obligations created or imposed by this Agreement shall cease, except as provided in Section 3.3, and such termination shall not limit or affect any remedy at law, in equity or under this Agreement, of any Party against any other Party with respect to any liability or obligation (including the obligation to pay costs or attorneys' fees) arising or to be performed under this Agreement prior to the Termination Date.

Section 3.5 Default Not Causing Termination. No default under this Agreement or any Separate Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement or any Separate Agreement; provided, however, this limitation shall not affect any rights or remedies the Parties may have by reason of any default under this Agreement or any Separate Agreement.

ARTICLE IV

GRANT OF EASEMENTS

Section 4.1 Definitions and Documentation. This Article IV sets forth the easements, and the terms and conditions thereof, which the respective Parties hereby grant to each other, for the respective periods set forth with respect to each such easement. As used in this Article:

- (a) A Party granting an easement is referred to as the "Grantor" thereof, it being intended that the grant will thereby bind and include not only such Party but its successors and assigns as well;

- (b) A Party to which an easement is granted is referred to as the "Grantee" thereof, it being intended that the grant will benefit and include not only such Party but its successors and assigns as well;
- (c) The word "in", in respect of an easement grant "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and/or "under". As to the easements herein granted;
- (d) The grant of a particular easement by a Grantor shall bind and burden its Parcel which will, for the purpose of this Article IV, 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;
- (e) The grant of a particular easement to a Grantee shall benefit its respective Parcel which shall, for the purpose of this Article IV, 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;
- (f) All easements granted in this Article IV shall exist by virtue of this Agreement, without the necessity of confirmation by or recordation of any other document; and likewise, when any easement terminates, expires or is extinguished or released, in whole or in part, the easement will be extinguished or released or be deemed to have expired or terminated without the necessity of confirmation by or recordation of any other document. However, each Party will, as to any easement(s), at the request of any other Party, upon the submission by the requesting Party of an appropriate document in form and substance reasonably acceptable to both Parties, execute and acknowledge such a document memorializing the existence, or the extinguishment (in whole or in part), or the release in respect of all or any portion of any Parcel, as the case may be, of any easement;
- (g) All easements hereby granted will terminate upon the Termination Date unless otherwise provided herein;

- (h) All provisions applicable to “easements” will be similarly applicable to “licenses” granted pursuant to Sections 4.2 and 4.3;
- (i) Each easement granted herein shall be deemed to be non-exclusive unless and to the extent that it is specifically designated as being exclusive;
- (j) Nothing contained in this Article IV will be deemed to require Developer, by implication, to operate the Mall or any portion of the Common Area when or at such times as Developer is not specifically required to operate the Mall or the Common Area under this Agreement or a Separate Agreement;
- (k) Nothing contained in this Article IV will be deemed to require any Department Store Party, by implication, to operate its Building or any portion of the Common Area on its Parcel when or at such times as such Department Store Party is not required to operate its Building or Common Area under this Agreement or a Separate Agreement; and
- (l) All easements granted herein shall be easements appurtenant and not easements in gross.

Section 4.2 Temporary License to Perform the Work. Each Party grants to the other Parties, the Project Architect and to the contractor(s) performing the Work, a temporary non-exclusive license to enter upon its Parcel (except for those areas on each Party's Parcel used as staging or storage areas) for the purpose of engaging in necessary activities connected with the performing of the Work, said license to terminate when the Work on its Parcel is completed. The license granted by this Section 4.2 shall not permit the use of any portion of any Parcel upon which a building or other improvement is to be located if construction of such building would thereby be interfered with or delayed. Notwithstanding the provisions of Article XV to the contrary, each Party entering upon the Parcel of another Party pursuant to this Section 4.2 shall indemnify, defend and hold such other Party harmless from and against any and all claims, liabilities and demands of any nature whatsoever caused by the action or negligence of the Party making such entry to the extent provided in Article XV. Any such license to enter upon a Department Store

Parcel shall terminate as to all Parties when the Department Store on such Department Store Parcel opens for business.

Section 4.3 Temporary License for Construction. During the period of the construction of the Department Store Buildings, the Mall Store Building and the Mall, respectively, and the respective Perimeter Sidewalks adjacent thereto, each Party grants to each of the other Parties, its architects, contractors, subcontractors, materialmen and others engaged in performing such work for it, and to the Project Architect, a temporary non-exclusive license:

- (a) to use portions of the Parcel of the Grantor (except for those areas on each Party's Parcel upon which a Building is open and operating or is being constructed and those areas used as staging or storage areas), as and to the extent necessary for the purpose of performing the construction in question; provided that each such license as to any particular Parcel benefited thereby will terminate when the construction of the building or structure, the construction of which gives rise to such license, is completed, but shall not extend beyond the time when it is needed under good construction practice;
- (b) to use the Access Roads, Ring Road and any interior roads, constituting part of the Common Area, to provide access for all personnel, equipment, supplies and like matters to and from the site of the particular construction, to the extent so reasonably necessary; and
- (c) to use, notwithstanding anything contained in this Agreement to the contrary, such parts of the Parking Area on the Parcel where the work is being done as may reasonably be needed for access to the work site and/or storage and shack sites and location of such other materials as are needed in doing such construction.

Any Grantee enjoying such licenses will be deemed to be bound by Section 7.1 with respect to that portion of the Parcel of the Grantor so used.

Any Grantor will have the right to redesignate an area if it is reasonably required in order for the Grantor to complete its required construction or for Grantor's operation and

use of its Parcel. Upon completion of any work as to which a temporary non-exclusive license was enjoyed, the Grantee will promptly, at its own cost, repair and/or restore any damage done and leave such area affected free and clear of all loose dirt, debris and construction materials and at the original grade. The license granted in this Section 4.3 will not permit the use of any portion of the Parcel of any Party upon which portion a building is to be located without the prior written approval of such Party, which approval may be withheld or made subject to reasonable restrictions and regulations, if the construction of such building would thereby be adversely interfered with or delayed. In no event shall the Grantee, or its architect, contractor, subcontractor, materialmen or others engaged by Grantee, be permitted to use any of Grantor's Parcel for the staging or storage of materials or for employee or construction parking, without the prior written approval of the Grantor.

Section 4.4 Easements for Use of Common Area.

- (a) Commencing upon completion of construction of each portion of the Common Area on its Parcel and ending as provided by Section 4.4(c), each Party grants to each of the other Parties, for the benefit of each other Party and its Parcel and for the use of the Occupants and Permittees of such other Parties (and no other Person), the nonexclusive right, privilege and easement, in common with the Grantor and the Occupants and Permittees of the Grantor, to use each portion of the Common Area so constructed on its Parcel (other than the Mall, as to which Section 4.5 shall be controlling, the Access Roads and Ring Road, as to which Section 4.11 shall be controlling, and Common Utility Facilities, as to which Section 4.12 shall be controlling) for its intended purposes. Included with the easements granted by this Section 4.4 are:
 - (i) easements to use the respective Parking Area (except the landscaped or planted portions) for the parking and passage of passenger motor vehicles; notwithstanding the foregoing, such easements will be deemed to include the use of the Parking Area (except the landscaped or planted portions) for the passage of trucks for delivery purposes only;
 - (ii) easements to use the respective Parking Area for the passage by pedestrians;

- (iii) easements to use roadways to provide passage by motor vehicles (passenger and truck) and pedestrians between each Parcel in the Shopping Center Site and to the public roads and highways abutting the Shopping Center Site;
 - (iv) easements to use the various walkways (including, without limitation, the pedestrian bridge on the Penney Parcel) and all other portions of the Common Area for the general use, comfort and convenience of the Grantee, the Grantor and the Occupants and Permittees of either; and
 - (v) easements to use the fire service corridors, if any, which are required to be open to the public by governmental authorities having jurisdiction.
- (b) The easements granted by this Section 4.4 are subject to the rights to use the Common Area for other purposes specifically provided in this Agreement, and the rights, if any, of each Grantor to change and relocate portions of the Common Area to the extent provided in this Agreement.
- (c) The easements granted by this Section 4.4 will terminate and expire on the Termination Date (both as a burdened and benefited Parcel); provided, however, that any easements for fire service corridors under Section 4.4 (a) (v) shall survive the Termination Date and continue so long as the Building (or any replacement thereof) constructed during the Term in which a fire corridor is located shall stand.

Section 4.5 Easements to Open On and Use the Mall.

- (a) Commencing on the Grand Opening Date as to the Mall, Developer grants to each of the Department Store Parties for the benefit of each Department Store Party and its Parcel, for the use of the Occupants and Permittees of the Department Store Parties, the nonexclusive right, privilege and easement, in common with the Grantor and the Occupants and Permittees of Grantor:
- (i) to have their respective Buildings connecting to and opening on the Mall; and
 - (ii) to use the Mall to provide access among the Department Store Buildings and between each of said Buildings and any other stores or buildings opening on the Mall and to and from any outside exits (including fire corridors) on the Mall for each of them and its Occupants and Permittees, in common with the Grantor and its Occupants and Permittees. These easements are subject to the right of Developer to relocate various improvements in the Mall to the extent permitted by this Agreement, provided, however, that the

location of the Mall and the entrances thereto as shown on Exhibit B shall remain the same, with access to and from the Mall being unimpeded.

- (b) The easements granted in this Section 4.5 will terminate as to each Parcel of each Department Store Party as dominant tenement on the Termination Date. Upon the Termination Date, Developer will have the right to Close-off the Court adjoining each Department Store Parcel and that portion of the Mall from such Court up to the point where such portion of the Mall crosses or intersects another portion of the Mall, provided that any such Closing-off will not obstruct access to and from the Mall from any entrance thereto other than the entrance on the Mall from the Building on the Department Store Parcel and other than entrances from the Mall Stores along the Closed-off portion of the Mall, and further provided that such Closing-off is not contrary to any governmental ordinance or regulation including building exiting requirements applicable to the Department Store Building. In the event of such a Close-off, it shall be done by Developer in a first class, attractive manner.

Section 4.6 Easements for Lights, Signs and Protective Devices.

- (a) Developer also grants to each of the Department Store Parties until the Termination Date, easements to install, maintain, replace, relocate, repair, use and operate electric lights and signs (which may be illuminated) in the Mall, within the area immediately adjacent to the building wall of its Building, and such installation, electrical conduits, wiring and connections as are necessary to permit such lights and signs to be erected and operated, for the purpose of illuminating the adjacent facade and entrance of its Building, together with the right of access to such lights and signs by employees, agents and contractors of the Grantees of these easements in respect of said lights and signs for any of the purposes aforesaid. The number, type, design and location of such lights will be subject to the approval of Developer (such approval not to be unreasonably withheld or delayed) prior to the installation thereof; Developer agrees to give

adequate notice to the Grantee of its construction schedule for the Mall, so as to give Grantee sufficient time to install such lights and signs in accordance with Section 7.1 and the Grantee may (provided that all wires are concealed) install such lights and signs as part of the original construction of the portion of the Mall adjacent to it. All expenses incident to the exercise of these easements (with respect to said lights and signs), including the cost of electric current for their operation and the cost of maintenance will be borne solely by the Grantee, and, to the extent that Grantee will exercise such easements, it will indemnify, defend and hold Developer harmless from and against any and all claims, liabilities and demands of any nature whatsoever caused by the acts or negligence of the Department Store Party installing, using or operating such lights and signs as and to the extent provided in Article XV. Any work concerning said lights and signs done after initial installation by the Grantee will be done in such manner as to minimize interference with normal use of the Mall, to the extent possible in accordance with good construction practice.

- (b) Developer grants to each of the Department Store Parties easements, until the Termination Date, to install, maintain, repair, replace, use and operate in the Mall immediately outside of the building wall of its Building such protective devices and installations (herein called the "devices") as may be necessary or appropriate to permit the Department Store Parties each to obtain a separate minimum rate for fire insurance for its Building. Such devices may include, without limitation, smoke curtains, detectors and water deluge systems. Prior to the installation, the type, design and location of such devices will be subject to the approval of Developer, which approval will not be unreasonably withheld. Developer agrees to give adequate notice to the Grantee of its construction schedule for the Mall so as to give Grantee sufficient time to install such devices in accordance with Section 7.1 and the Grantee may install such devices as part of the original construction of the portion of the Mall adjacent to it.

All expenses incident to the exercise of these easements with respect to said devices will be borne solely by the Grantee and, to the extent that Grantee will exercise such easements, it will indemnify and hold Developer harmless from and against any and all claims, liabilities and demands of any nature whatsoever caused by the acts or negligence of the Department Store Parties installing, using or operating such devices as and to the extent provided in Article XV. Any work concerning said devices done after initial installation thereof by the Grantee will be done in such manner as to minimize interference with normal use of the Mall, to the extent possible in accordance with good construction practice.

Notwithstanding the foregoing, the easements granted in this Section 4.6 will terminate on such date that the respective Department Store no longer has easements for access to and from the Mall as provided in Section 4.5, unless notwithstanding any termination of such access, said easements continue to be required in connection with devices needed for the Department Store Party to obtain or continue to obtain a separate minimum rate for fire insurance for its Building or otherwise to comply with its insurance rating organization or applicable governmental regulations, provided, that in the exercise of such rights the Grantee will not materially interfere with any use by Developer of Developer's Parcel.

Section 4.7 Easements to Perform Right of Self-Help.

- (a) Subject to Article XI and for the sole purpose of curing defaults in the manner provided in Article XI, each Party grants to the other Parties and their employees, agents and contractors, easements to enter upon the Parcel of the Grantor, and into all improvements thereon (except as hereinafter provided), for the purpose of performing an obligation which the Grantor is required to perform under this Agreement, but fails or refuses to perform, and which the Grantee has the right then so to perform under Section 11.1; but Grantee shall not have the right to enter into any building containing Floor Area without first having received the consent of the Grantor (which consent may be given or withheld in Grantor's sole

discretion), and in exercising these easements Grantee will minimize, to the extent possible, any interference or interruption of any business being conducted on the Parcel(s) in question.

- (b) The easement provided in this Section 4.7 will terminate as to any obligation which the Grantee has the right to perform pursuant to Section 11.1 on the date that Grantee's right to perform terminates pursuant to Section 11.1.

Section 4.8 Easement for Operation of Common Area.

- (a) The Department Store Parties each grant to Developer easements in the Common Area on the Parcel of the Grantor for the management, operation, maintenance, reconstruction and repair of the Common Area pursuant to this Agreement and each applicable Separate Agreement.
- (b) The easement provided in this Section 4.8 will terminate as to the Common Area (excluding the Common Utility Facilities) on the Parcel of a given Party on the day when Developer is no longer obligated, pursuant to either this Agreement, or to the applicable Separate Agreement, to maintain the Common Area (excluding the Common Utility Facilities) on that Parcel, but in any event upon the Termination Date.

Section 4.9 Easement for Abutment of Mall.

- (a) The Department Store Parties each grant to Developer and Developer grants to each of the Department Store Parties easements to have the Mall and the Mall Store Building abut and connect to (but not to bear structurally upon) its Building, and to have their respective Buildings abut and connect to (but not bear structurally upon) the Mall and the Mall Store Building, but only to the extent indicated on the Developer working drawings and specifications referred to in Section 5.1(g) and on the Department Store drawings and plans referred to in Section 6.1.
- (b) The easements provided in this Section 4.9 will terminate if and when:
 - (i) the Mall and/or the Mall Store Buildings are demolished or destroyed and Developer is not obligated to replace them and does not replace them within thirty-six (36) months following such demolition or destruction, or

- (ii) a Department Store Building is demolished or destroyed and the Department Store Party whose Building is demolished or destroyed is not obligated hereunder to replace it and does not replace it within thirty-six (36) months after the date of such demolition or destruction (but such easements will terminate only as to the Department Store Party whose Building is so demolished or destroyed).

Section 4.10 Easements for Repair to Structure on Grantee's Parcel.

- (a) Each Party grants to the other Parties easements for the purpose of maintaining, repairing or reconstructing any of the Developer Improvements or Department Store Improvements belonging to the Grantee (hereinafter referred to as "Facilities") located in such proximity to the Parcel of the Grantor that such Facilities can, as a practical matter, be so maintained, repaired or reconstructed most advantageously from the Parcel of the Grantor; such easements will permit the Grantee and its employees, agents and contractors to enter upon and use the adjacent parts of the Grantor's Parcel (but not the Floor Area thereon) to such extent, in such manner (including the erection of scaffolding) and for so long as is reasonably necessary for the expeditious accomplishment of the purpose therefor; provided, however, and on the condition that, each such Grantee gives the Grantor a plan or written description of the work to be performed prior to entering upon Grantor's Parcel (except in the case of an emergency), promptly restores the portion of the Grantor's Parcel and any Facilities thereon so used to the same or as good condition as existed immediately before such work was begun and provided, further, that no such use by such Grantee and no such scaffolding as may be erected by it will interrupt the business being conducted on the Parcel so used or unreasonably interfere therewith. Grantee shall also notify the Grantor's on-premises personnel before beginning such work (except in the case of an emergency). Such Grantee covenants that it will defend, indemnify and save the Grantor harmless from and against any and all claims, liabilities and demands of any nature whatsoever arising from injury or death to persons and/or damage to property on the Parcel of Grantee and/or Grantor

arising out of or resulting from maintenance, repair or reconstruction done pursuant hereto, as and to the extent provided in Article XV. Grantee further agrees that it will not use such easements to make such repairs from the period of November 1 to the next succeeding January 15 or during the 45 day period preceding Easter Sunday unless the repairs are of an emergency nature.

- (b) The easements provided in this Section 4.10 with respect to any servient tenement will continue after the Termination Date for so long as any facilities which were constructed upon Grantee's Parcel during the Term of this Agreement shall remain on Grantee's Parcel.

Section 4.11 Easement for Access Roads and Ring Road.

- (a) Each Party grants to each of the other Parties for the benefit of each other Party and its Parcel and for the use of the Occupants and Permittees of the other Parties, the non-exclusive right, privilege and perpetual easement, in common with Grantor and the Occupants and Permittees of the Grantor, for the use of the portion of the Access Roads and Ring Road located on the Parcel of the particular Grantor for the purposes of two-way vehicular traffic (passenger vehicles and trucks) and pedestrian access, among the Parcels of each Grantee and to the public or private roads or highways abutting or adjacent to the Shopping Center Site.
- (b) Subject to Section 4.11(f), any Party may at its own expense and without the consent of any Grantee, at any time after the Termination Date, relocate, enlarge, narrow, delete or alter the location of any place of access from the Parking Area on its Parcel to the Ring Road provided that access to the Parcel of any Party is not materially and adversely impaired.
- (c) All of the easements referred to in this Section 4.11 are perpetual.
- (d) From and after the date when Developer is no longer obligated to maintain the Common Area on any Parcel, the owner of such Parcel shall, at its own cost, keep the portions of the Access Roads and Ring Road located on its Parcel in good repair and condition, properly lighted and available for their

intended purposes. Upon any failure by such owner to so maintain the portions of the Access Roads and Ring Road on its Parcel the owners of the other Parcels shall have the rights of self-help under the provisions of Article XI, which rights shall survive the Termination Date.

- (e) Upon Condemnation of any portion of the Access Roads and Ring Road, or a portion of both, to the extent desirable, practical and feasible from a traffic and engineering standpoint, the Parties will agree on a substitute for the portion(s) thereof condemned.
- (f) Notwithstanding anything to the contrary contained in this Agreement, for so long as the easements referred to in this Section 4.11 continue to exist:
 - (i) no Person shall, without the consent of the owner(s) of all other Parcels, relocate any juncture point of the Ring Road on its Parcel with that of any other benefited Parcel; or narrow the Ring Road on its Parcel; or change the grade of the Ring Road on its Parcel, or make any change that would impede the flow of traffic; and
 - (ii) no Person or owner of any Parcel on which is located an Access Road, shall without the consent of the Grantee(s) of the easement applicable to such Access Road, make any change in the location, design or number, or reduce the size of any Access Roads shown on Exhibit B, or change the grade of the Access Road located on its Parcel or make any change that would impede the flow of traffic.
- (g) Subject to the limitations provided for in Article XXIII, Developer shall have the right to grant to any Person owning or occupying all or part of a Peripheral Parcel, a non-exclusive perpetual easement for the use of the Access Roads and Ring Road for vehicular and pedestrian access, but subject to this Section 4.11. No such Person owning or occupying a Peripheral Parcel shall own any of the rights set forth in this Agreement, it being understood that the rights, duties or obligations set forth in this Section 4.11 as they affect the Peripheral Parcels shall be considered those of Developer and not those of any such other Person.
- (h) Curb cuts between the Access Roads and Ring Road and Peripheral Parcels adjacent to the Shopping Center Site shall be limited to the curb cuts shown on Exhibit B.

Section 4.12 Easement for Common Utility Facilities. Each Party grants to the other Parties the following perpetual easements in its Parcel for Common Utility Facilities and other utility facilities (the term “pipe(s)”, as used in this Section, will mean “pipe(s)”, and/or “line(s)”, and/or “conduit(s)”, and/or “wire(s)”, and/or “cable(s)”, and/or “other means of providing utility facilities”, as the context may require):

- (a) Easements in the Parcel of the Grantor for the purpose of installing, using, connecting, operating, maintaining, repairing, relocating, replacing or enlarging any of the Common Utility Facilities subject to Section 4.12(d). The location, relocation and/or enlargement of any such easement shall be subject to the prior approval of the Grantor, which approval will not be unreasonably withheld or delayed.
- (b) Easements in the Parcel of the Grantor for the purpose of installing therein in the future, other pipe(s), not part of the Common Utility Facilities as originally constructed or to enlarge or relocate such pipe(s) as originally constructed, to provide gas, water, fire loops and hydrants therefor, electric power, other forms of energy, signal, telephone and other electronic means of communication, sanitary sewer and storm sewer services, or any of them, to or from any present or future facilities on the Parcel of the Grantee, subject to Section 4.12(d). The location of any such easement will be limited to the area of easements for Common Utility Facilities granted pursuant to Section 4.12(a).
- (c) Easements in the Parcel of the Grantor for the purposes of connecting any and all of the pipe(s) of the Common Utility Facilities, referred to in Section 4.12(a) or (b), with any facilities on the Parcel of the Grantee to the extent that the location of such connections thereon is limited to the area of easements for Common Utility Facilities granted pursuant to Section 4.12(a), provided, however, that (except in the case of an emergency) the Grantee shall notify the Grantor in writing of the location(s) of such connection within the area of the easements for Common Utility Facilities; and after any such connections, for the purpose

of using, operating, maintaining, repairing, relocating, replacing and enlarging any or all of said pipe(s). The provisions of this Section 4.12(c) shall be subject to Section 4.12(d), and shall be limited to the area of the easements for Common Utility Facilities granted pursuant to Section 4.12(a).

(d) For exercising the rights granted in subparagraphs (a), (b) and (c) of this Section 4.12, each Grantee, and its respective employees, agents and contractors, will have the right to enter upon and use the Parcel of each Grantor to such extent and so long as reasonably necessary to accomplish such purposes, subject to the following conditions:

- (i) no fewer than thirty (30) days prior written notice will be given to the Grantor that Grantee anticipates doing such work, together with notification of the proposed nature, extent and location of such work; and the anticipated date of start and completion of such work which date or dates shall, to the extent reasonably possible, be scheduled with Grantor to avoid unnecessary interference with the business of Grantor; but if the work involved is emergency repair work, only such advance notice, written or oral, as is reasonably practicable need be given;
- (ii) after such work, the pipe(s) and other utilities in question will be underground and not beneath or within the Grantor's curb line but in no event within five (5) feet of any Permissible Building Area or permissible expansion area on the Grantor's Parcel as shown on Exhibit B; provided, however, that this subparagraph (ii) will not require the moving of any pipe(s) already installed in compliance with this Agreement, nor permit any such work if as a result thereof any Party(ies) utilizing the Common Utility Facilities to provide utilities to improvement(s) on its Parcel would be required to relocate any connection between any Common Utility Facilities and such improvement(s) in order for such Party(ies) to continue to be able so to utilize the Common Utility Facilities therefor, or if its ability so to utilize the same is otherwise materially adversely affected. A Grantee may move a pipe and materially adversely affect a Party's use of a pipe only if, all such Party(ies) will consent to such work and the Grantee proposing to do such will agree to pay all costs of such Party(ies) (direct or indirect) consequent upon the performance of such work by such Grantee, and will place the money therefor in escrow if reasonably required to do so by such Party(ies);
- (iii) such work will be done in compliance with Section 7.1 and at the sole cost of the Grantee undertaking the same and will be performed in such a manner as not to cause any interruption of or undue interference with the business conducted on the Parcel of the Grantor; or any unreasonable interruption or diminution in the services provided to the Parties ;
- (iv) after the completion of such work, the Grantee will restore, at its own cost, the portion of the Parcel and improvements of the

respective Grantor so used to the same condition as existed immediately before the commencement of such work;

- (v) to the extent that Grantee will exercise such easements, it will defend, indemnify and save the Grantor harmless from and against any and all claims, liabilities and demands of any nature whatsoever arising from injury or death to persons and/or damage to property on the Parcel of Grantee and/or Grantor growing out of or resulting from Grantee's exercise of such easements as and to the extent provided in Article XV. The foregoing indemnity will not apply, however, to any claims or liabilities arising from the willful act or the active negligence of the Grantor, or its agents, servants or employees; and
 - (vi) except in the case of emergency repair work, none of such work may be performed between November 1 to the next succeeding January 15 or during the 45-day period preceding Easter Sunday or between July 10 and August 10 of any year.
- (e) The easements granted in subparagraphs (a), (b) and (c) of this Section 4.12 will be exclusive insofar as they relate to pipe(s) which are not a Common Utility Facility, and non-exclusive insofar as they relate to Common Utility Facilities. To the extent that any such easement is exclusive, the Grantee in question shall at all times do all work necessary to maintain the same and will assume and pay all costs incurred in the maintenance, repair, replacement and/or enlargement thereof.
- (f) A Grantor will have the right to relocate any pipe(s) located on its own Parcel if reasonably deemed by the Grantor to be necessary to the enjoyment of its Parcel, so long as (i) Grantor complies with the conditions imposed upon Grantee by Section 4.12(d), (ii) there is no increase in utility expense of any Party, (iii) there is no interruption in utility service to any Party and (iv) such utility service is not interrupted or diminished after such relocation.
- (g) Developer will have the right to grant easements to any Person owning or occupying all or part of any Peripheral Parcel, giving each such Person the right to use and have the benefit of Developer's easement for Common Utility Facilities provided that no interruption or diminution in the services provided to a Party occurs. The Department Store Parties will have no obligation to contribute to the maintenance of that portion of any utility facilities located on any Peripheral Parcel.

- (h) From and after the date when Developer is no longer obligated to maintain the Common Utility Facilities on any Parcel, the owner of such Parcel shall, at its own cost, clean, repair and maintain that portion of the Common Utility Facilities located on its Parcel to the extent that the same are not cleaned, repaired and maintained by public utilities. Upon a failure by such owner to so clean, repair and maintain that portion of the Common Utility Facilities on its Parcel, the owners of the other Parcels shall have the rights of self-help under the provisions of Article XI, which rights shall survive the Termination Date.

Section 4.13 Permanent Easements. With respect to the easements as are in this Article IV declared to be "perpetual", each such easement(s) will, notwithstanding such characterization, expire, terminate and be extinguished in relation to any Grantee and such Grantee's Parcel (i) when such easement(s) is not used for a continuous period of three (3) years by such Grantee, or those holding under or through such Grantee (non-use resulting from any cause or event set forth in Articles XVI or XIX, or any reasonable interruptions incidental to the conduct of a business, or made reasonably necessary because of construction, alterations, improvements or repairs, will not be deemed to be non-use for these purposes), and (ii) when all Parties agree that such easement(s) will no longer be useful, or that the right to exercise the same in the future will no longer be valuable to such Grantee, or those holding under such Grantee. An assertion by a Grantor that the easement in question has ceased, terminated or been extinguished will be deemed to have been made when written notice to that effect, citing this Section 4.13, is given by the Grantor to and received by the Grantee in question; and such assertion will be deemed to have been agreed to by such Grantee unless it will, within sixty (60) days thereafter, by notice to the Grantor, deny such assertion and give its reasons therefor. Pending the resolution of such dispute, the easement(s) in question will be deemed to continue, and the dispute will be resolved by judicial determination in litigation wherein the Grantor will have the burden of proving the existence of conditions (i) and (ii) above.

Section 4.14 Installation Responsibility. Except as otherwise specifically provided in this Agreement, Developer will be responsible for the installation,

maintenance and repair of all facilities that are the subject of such easements and in so doing will comply with Section 7.1.

Section 4.15 Easements to Public Authorities. Each Party covenants with the other Parties that it will grant to governmental or public authorities or any public utility company(ies) having jurisdiction, easements in its Parcel, in accordance with Section 4.12 and in form acceptable to the Grantor for the installation and/or maintenance and operation of utility facilities reasonably required for any or all Parcels. Such easement(s) will be continuous so long as such authority(ies) or company(ies) use the same to provide utility services to any part of the Shopping Center Site.

Section 4.16 Easement for Building Encroachments.

- (a) Each Party, as Grantor, hereby grants to each of the other Parties, as Grantee, the right, privilege and easement to use such portions of the Grantor's Parcel (but only at such locations, if any, as may be approved in writing by the Grantor and shown on the working drawings and specifications for the Grantee's Improvements, copies of which have been approved in advance by the Grantor thereof) to construct, reconstruct, erect and maintain any such foundations, footings, supports, building walls, canopies, roofs, building and other overhangs, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances to the Grantee's Improvements as are shown on such working drawings and specifications. The easement shall be limited to a distance of three (3) feet from the Grantor's property line. Each Party covenants and agrees that its exercise of such easements will not result in damage or injury to the improvements of any other Party and will not interfere with the business operations conducted by any other Party in the Shopping Center. No such easement for construction by any Grantee will permit the use of the Grantor's Building for load-bearing purposes. Upon completion of any of the construction elements referred to above, the Grantor and Grantee will, upon the request of either of them, execute a recordable document,

appropriately identifying the nature and location of each such construction element, and documenting such easements.

- (b) The easements provided for in this Section 4.16, shall continue after the Termination Date for so long as the particular appurtenance for which the easement is granted continues to exist and is not razed, destroyed or demolished and not Rebuilt within three (3) years after such appurtenance ceased to exist.

Section 4.17. Easement for Pedestrian Bridge. Penney hereby grants to Developer an easement for the construction and attachment (including expansion joints and supporting columns) of the pedestrian bridge connecting the parking structure located on Developer's Parcel to the Penney Building and for the maintenance, repair, reconstruction, alteration, restoration, maintenance and operation of such pedestrian bridge and improvements related thereto. It is understood that vertical support for bridge shall be supplied by columns and not the Penney Building. The parking structure and pedestrian bridge shall be located as shown on Exhibit B and shall be designed and constructed in accordance with the Plans. The easement granted herein shall remain in effect and shall not terminate so long as the parking structure and Penney Building are in existence or are being restored as provided in this Agreement.

Section 4.18 Extinguishment of Easements. Any of the easements granted may be (a) released or extinguished, or (b) 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.

ARTICLE V

CONSTRUCTION OF MALL STORE BUILDING

AND THE MALL

Section 5.1 Developer Preliminary Plans and Specifications.

- (a) Not later than twelve (12) months prior to the Grand Opening Date, Developer will submit to the Department Store Parties three (3) sets of Preliminary Plans and Specifications (the "Developer Preliminary Plans and Specifications") that are in accordance with Section 5.1(b) for

approval as provided in Sections 5.1(d) and (e). The Developer Preliminary Plans and Specifications shall show among other details:

- (i) with respect to the Mall Store Building:
 - A. the location of the building shell and entrances to the Parking Area; and
 - B. outline floor plans of the building shell, principal exterior dimensions, the exterior design concept and the exterior materials facing (exclusive of storefronts) and the basic exterior painting (exclusive of storefronts), the marquees, canopies and truck court shielding;
- (ii) with respect to the Mall:
 - A. a two-level covered, air-conditioned mall, fully sprinklered, with adequate heating, cooling, lighting and ventilating equipment and drainage facilities and designed to assure proper removal of any smoke and water that might arise in or about the Mall;
 - B. the location of and the entrances to the Parking Area;
 - C. the design concept and dimensions, including elevations, slopes and materials, including the Courts and the center court areas;
 - D. the signage;
 - E. the location and nature of the decorative features, including lighting, hard surfacing, landscaping, drainage, planters, directories and benches;
 - F. an air-conditioning system adequate to cool the Mall to a prevailing maximum indoor temperature of 75 F. and a relative humidity of 50% when the outside temperature is 92 F. dry bulb and 76 F. wet bulb and a heating system adequate to heat the Mall to a prevailing minimum indoor temperature of 72 F when the outside temperature is -11 F, during each day of the year when climatic conditions require, throughout all hours when one or more of the Department Stores is open for business, and the means designed to prevent undue drain of cooled or heated air between the Mall and the adjoining Buildings;
 - G. the connections with the Department Store Buildings (including the connection of Developer's central people counter monitoring system with the wiring in each Department Store Building for such Department Store's people counters);
 - H. the design and locations of escalators, stairways, fire corridors and service areas;
 - I. the permitted areas and sizes of kiosks, retail merchandising units and pushcarts;
 - J. the lighting load; and

- K. the location of floor drains.
- (iii) with respect to the Perimeter Sidewalks for the Mall Store Building, the dimensions, locations and material selection thereof.
- (b) The Developer Preliminary Plans and Specifications shall be consistent with Exhibit B, and provide that the Mall Store Building and the Mall will each be constructed within the respective Permissible Building Areas and to the leasing lines shown on Exhibit B. The Developer Preliminary Plans and Specifications shall provide that the exteriors of the Mall Store Building (exclusive of storefronts whether or not within the Mall) and the Mall will meet first-class regional shopping center standards of construction quality and contain amenities designed to provide customer appeal, and the Mall Store Building Preliminary Plans and Specifications shall provide that the Mall Store Building and Mall are to be fully sprinklered.
- (c) In the development of plans for connection of the Department Store Buildings to the Mall, the Project Architect will take into account the facade of the building to which the connection is to be made, the sheathing of any Mall columns adjacent to any such building facade, signing requirements of the Department Store Buildings in their respective Mall entrances, building code requirements and the fact that there should be no seismic loading imposed upon any such building.
- (d) (i) The design of the Mall and the Mall Store Building are of concern to the Department Store Parties and the Parties agree that the Significant Design Components (as defined in subparagraph (ii) below) are also subject to the approval of each of the Department Store Parties and, in addition, any proposed encroachment onto the Parcel of any Department Store Party will be subject to the approval of such Department Store Party, which approval (which will be subject to Section 4.16) shall be obtained prior to Commencement of Construction of the Mall and shall not be unreasonably withheld or delayed. Provided such Developer Preliminary Plans and Specifications are in accordance with Articles II, V and VII and Exhibit B, failure by a Department Store Party to give written notice of approval or disapproval to Developer as provided in Article XXII within a period of thirty (30) days after receipt of any Developer Preliminary Plans and Specifications or changes thereto which affect Significant Design Components will constitute approval of the Significant Design Components by such Department Store Party. In its notice

disapproving the Significant Design Components, or any portion thereof, the disapproving Department Store Party will set forth specifically the items disapproved and its reasons.

- (ii) As used herein, the term "Significant Design Components" shall mean (a) the locations of stairways and escalators in the Mall, (b) the locations and heights of the Mall Store Building and the Mall, (c) the exterior size and shape of the Mall Store Building, (d) the interior elevations of the Mall Store Building and the Mall, (e) the connections of the Mall Store Building and the Mall with the Department Store Buildings, (f) the Mall Store Building footings and retaining walls where they interface with the Department Store Building and (g) the exterior architectural elevations, and general architectural treatment and materials, heating, ventilation, air conditioning, sprinklering and lighting.
- (e) Each of the Department Store Parties shall have the right to review and approve the design of its Court, including the decor, the amenities, the layout, the color, the materials, the decorative elements and the furnishings. Not later than ninety (90) days prior to the Grand Opening Date, Developer shall submit to each Department Store Party for approval the final landscaping plans, including any amenities which could adversely effect visibility within its Court. Each Department Store Party agrees to cooperate with the Project Architect in securing a harmonious design for its Court with the remainder of the Mall.
- (f) The air conditioning specifications of the Buildings and the Mall are critical and the same will be so designed, constructed, operated and maintained so as not to unduly drain conditioned air from, nor unduly discharge or return air into the Mall or the Department Store Buildings, and Developer as to the Mall Store Building agrees that the same will be constructed, operated and maintained in accordance with the Developer Preliminary Plans and Specifications and this Section 5.1. Developer further agrees that Occupants of the Mall Store Building will be similarly required not to unduly drain conditioned air from, or unduly discharge or return air into the Mall.
- (g) After the Significant Design Components are approved by all Department Store Parties, Developer will submit to each of the Department Store Parties two (2) sets of working drawings and specifications, which will

conform with the Developer Preliminary Plans and Specifications, and which will incorporate the Significant Design Components as previously approved by the Department Store Parties.

Section 5.2 Construction of Mall and Mall Store Building. Developer covenants and agrees that the Mall Store Building will be on two (2) levels and will contain no fewer than 250,000 square feet of Floor Area ("Minimum Mall Area"), exclusive of the Floor Area within the theatre. Developer further covenants and agrees that the Mall and the Mall Store Building (including the theatre) will be constructed within their respective Permissible Building Areas as shown on Exhibit B. Developer will Commence Construction of the Mall and the Mall Store Building and will diligently proceed to complete the same in accordance with the Developer Preliminary Plans and Specifications.

In consideration of the Parties acquiring their respective Parcels and constructing improvements thereon of the size and location provided for herein and the approval of the Parties of the Parking Area and circulation roads shown on Exhibit B, Developer further covenants and agrees that no building or structure will be erected on the Developer Parcel except within the Permissible Building Area as shown on Exhibit B. The foregoing covenant will be of the essence of this Agreement and any breach will be deemed material entitling each of the Department Store Parties to all rights and remedies it may have under this Agreement, any Separate Agreement or available under law or equity.

Developer reserves the right to expand the Mall Building or to construct buildings in the areas on Developer's Parcel designated as "Permissible Building Areas" on Exhibit B, subject to the terms and provisions of this Agreement, including but not limited to Sections 5.6, 7.1 and 17.1. No such construction by Developer shall occur during the period commencing on November 1st of any year and ending on January 15th of the following year or during the 45-day period preceding Easter Sunday.

Section 5.3 Reductions. The amount of Floor Area constructed by Developer pursuant to Section 5.2 may be reduced by reason of any of the following:

- (a) A temporary reduction of Floor Area by reason of any cause or event stated in Article XIII;

- (b) A temporary or permanent reduction of Floor Area (no greater than 2% of such Floor Area in the case of a permanent reduction) during the process of or as a result of permitted alteration, remodeling or repairing; or
- (c) A reduction of Floor Area by reason of Condemnation as provided in Article XIX.

Section 5.4 Completion of Construction. Developer agrees that prior to the Grand Opening Date, it will have completed construction of the Minimum Mall Area required in Section 5.2 in the Mall Store Building and the Mall, the Mall will be operational and all environmental systems will be in good working order and operational and tenants occupying at least sixty-five percent (65%) of the Floor Area in the Mall Store Building shall be obligated by their respective leases to be open for business with the public on or before the Grand Opening Date, said leased space to be reasonably evenly distributed and to be located throughout the Mall Store Building. Developer agrees to use its best efforts (including completion of required tenant construction in the Mall Store Building) to cause such tenants to open their premises in accordance with the terms of their leases. If, by the Grand Opening Date, only one of the Department Store Parties shall have completely performed its obligations pursuant to Sections 6.7 and 6.8, then (unless the same is the result of the Developer's failure to keep or perform its obligations under this Agreement) the complete performance of Developer's obligations hereunder shall be delayed to the time when at least two of the Department Store Parties have completely performed their respective obligations pursuant to said Sections, by which time, subject to the provisions of the first sentence of Section 5.5, Developer shall have completely performed its covenants under this Section 5.4.

Section 5.5 Additional Conditions to Performance. The time for Developer to proceed diligently with its construction of the Mall and Mall Store Building and to complete construction as aforesaid will be extended by any period or periods of delay as the result of any cause referred to in Section 16.1. Additionally, if only one of the Department Store Parties is proceeding diligently with the required construction of its Building or if only one of the Department Store Parties has substantially completed the required construction following commencement of same within a reasonable time

thereafter (whether or not in either case resulting from a cause referred to in Section 16.1), then (unless the same is the result of Developer's failure to keep or perform its obligations under this Agreement) Developer will not be obligated to proceed with construction of the Mall Store Building and the Mall referred to in Sections 5.2 and 5.4 until a reasonable time after at least two of the Department Store Parties are again proceeding diligently with the construction of their Buildings.

Section 5.6 No Plot Plan Changes. Except as permitted under Sections 5.2, 5.3 and 7.2 and subject to Articles XIII and XIX, without the prior written consent of all the Department Store Parties, which consent may be withheld in the sole and absolute discretion of each such Department Store Party, there shall be no:

- (a) addition of Floor Area (including vertical addition) to any Building in the Shopping Center except for the (i) expansion of the Mall Store Building to the extent that the area designated Mall Store Building on Developer's Parcel on Exhibit B was not constructed by Developer as part of the construction of the initial Mall Store Building and except for the construction of expansion in any area designated "Permissible Building Area" on Developer's Parcel on Exhibit B and (ii) the expansion of the Sears Building up to the Floor Area permitted therefor under Section 6.6;
- (b) change in the configuration of any Parcel forming a part of the Shopping Center except that Sears reserves the right to convey that portion of the Sears Parcel lying outside the Ring Road upon which the Sears TBA is located to an Affiliate of Sears for the uses set forth in Section 1.1(aaa) and for no other purpose (without releasing Sears from any obligations or liability under this Agreement);
- (c) addition of land to, or subtraction of land from, the Shopping Center;
- (d) changes beyond typical construction tolerances to the configuration of the Shopping Center, and all improvements thereon, as reflected on Exhibit B except minor changes to amenities and landscaping which do not impede the flow of traffic or significantly impair the visibility of any Department Store Building;

- (e) changes in the location or size of the food court; and
- (f) changes to the layout or configuration or size of the Parking Area or Access Roads shown on Exhibit B.

The configuration of the Shopping Center as depicted on Exhibit B including all improvements, tabulations and notations thereon, is of the utmost importance to the Parties. Exhibit B is a primary inducement to the Department Store Parties to enter into this Agreement, and they are entering into this Agreement in reliance on Exhibit B. In consideration of the foregoing, Developer covenants and agrees with each of the Department Store Parties that no building or structure shall be erected on the Developer Parcel except within the Permissible Building Area shown on Exhibit B. Any deviation described in this Section 5.6 shall be deemed a material default by Developer if made by Developer without the prior written consent of all the Department Store Parties, which consent may be withheld in the sole and absolute discretion of each such Department Store Party. The foregoing provisions of this Section 5.6 shall not be deemed as limiting Developer's rights or to require the consent of any Department Store Party to any expansion or addition of the Mall Store Building on Developer's Parcel within any area designated as Mall Store Building or as a Permissible Building Area shown on Exhibit B. Any change to the configuration of the Shopping Center as a result of Developer's exercise of such expansion rights shall be deemed approved by the Department Store Parties, subject to the terms and provisions of this Agreement, including but not limited to Section 17.1; provided, however, that changes to the location, configuration or access within the Parking Area shall be subject to the approval of the Department Store Parties as provided in Section 5.6(f).

ARTICLE VI

CONSTRUCTION OF THE DEPARTMENT STORE BUILDINGS

Section 6.1 Architectural Elevations and Design Studies. Each of the Department Store Parties will cause to be prepared and delivered to Developer, for informational purposes only, three (3) copies of the architectural elevations and design studies for the exterior of its Building. Each Department Store Party agrees to cause its architect to work in good faith with the Project Architect and the other Parties so that the

exterior of its Building will be in harmony with the general architectural concept of the Shopping Center; provided, however, that each Department Store Party will have final authority in its sole discretion over the exterior design of its Building. No later than thirty (30) days prior to Commencement of Construction of their stores, the Department Store Parties will submit to Developer, for informational purposes only, one (1) set of the working drawings for the exterior of its Building and for the Perimeter Sidewalks for its Building. Said working drawings, which will be in general accordance with the architectural elevations and design studies, will show, with respect to the Perimeter Sidewalks, the location thereof and will contain with respect to each Building:

- (a) the principal exterior dimensions (including scaled elevations and height of principal components), the exterior design concept and the exterior materials;
- (b) a plan showing the outline of the building and sidewalks; and
- (c) locations of Building entrances on the Mall.

The connection of the Department Store Buildings to the Mall and certain other features of the construction of the Department Store Improvements are of special importance to Developer, and accordingly, in promoting the unified development of the Shopping Center, each of the Department Store Parties agrees to furnish to Developer for its information such portions of its plans as will permit Developer to determine:

- (i) the location, size and dimensions of the Department Store Buildings,
- (ii) the location and width of the Department Store openings to the Mall, and
- (iii) the Department Store's utility connection points, including the location of the connection of the Department Store's people counter wiring system with Developer's central monitoring system (each Department Store Party being responsible for installing a people counter at each of its entrances and all wiring to same within its Building and Developer being responsible for the master system in the Mall Store Building). The air conditioning specifications for each of the Department Store Buildings shall provide a system that will not unduly drain conditioned air from, or unduly discharge or return air into the Mall.

Section 6.2 Location of the Department Store Buildings. Each of the Department Store Parties covenants and agrees with Developer and each other that their respective Buildings and Perimeter Sidewalks will be constructed only within their

Permissible Building Areas as shown on Exhibit B, with at least one (1) major entrance to the Mall on each level, each such entrance having an opening width of at least twenty (20) feet. Such openings shall be maintained for so long as such respective Department Store Party is operating or is required to operate under its Operating Covenant. The foregoing covenant in this Section 6.2 will be of the essence of this Agreement and any breach will be deemed material.

Section 6.3 Construction of the Department Store Buildings. Provided Developer is diligently performing all of its obligations pursuant to Section 2.4 and has Commenced Construction of the Mall and Mall Store Building pursuant to Section 5.2 and continues construction diligently, the Department Store Parties each agree (a) to Commence Construction of its Building and Perimeter Sidewalks, consistent with its architectural elevations and design studies, sufficiently prior to the Grand Opening Date so that the construction of its Building and Perimeter Sidewalks can be completed in accordance with Section 6.7 and (b) to diligently proceed to complete the same.

Section 6.4 Minimum Areas of Stores.

- (a) Hudson's covenants and agrees with Developer that upon completion of construction of the Hudson's Building, it shall have on two (2) levels no fewer than 165,754 square feet of Floor Area, divided substantially equally between both levels within its Permissible Building Area as shown on Exhibit B.
- (b) Kohl's covenants and agrees with Developer that upon completion of construction of the Kohl's Building, it will have on two (2) levels no fewer than 95,048 square feet square feet of Floor Area, divided substantially equally between both levels, within its Permissible Building Area as shown on Exhibit B.
- (c) Penney covenants and agrees with Developer that after completion of the Penney Building, it will have on two (2) levels no fewer than 105,780 square feet of Floor Area, divided substantially equally between both levels, within its Permissible Building Area as shown on Exhibit B.

- (d) Sears covenants and agrees with Developer that upon completion of construction of the Sears Building and Sears TBA, it shall have on two (2) levels no fewer than 124,245 square feet of Floor Area, divided substantially equally between both levels, in the Sears Building and approximately 12,176 square feet of Floor Area in the Sears TBA, all within the Permissible Building Areas therefor as shown on Exhibit B.
- (e) Younkens covenants and agrees with Developer that after completion of the Younkens Building it will have on two (2) levels no fewer than 150,081 square feet of Floor Area, divided substantially equally between both levels, within its Permissible Building Area as shown on Exhibit B.

Nothing in this Section 6.4 shall require a Party to (i) operate or maintain such Floor Area beyond the period of its Operating Covenant or (ii) operate in a manner inconsistent with its Operating Covenant.

Section 6.5 Reduction of Floor Area. The required amounts of Floor Area constructed by each of the Department Store Parties pursuant to Section 6.4 may be reduced for the following reasons:

- (a) A temporary reduction of Floor Area by reason of any cause or event stated in Article XIII;
- (b) A temporary or permanent reduction of Floor Area (no greater than 2% of such Floor Area in the case of a permanent reduction) during the process of or as a result of permitted alteration or remodeling or repairing;
- (c) A reduction of Floor Area by reason of Condemnation as provided in Article XIX;
- (d) A reduction of Floor Area as permitted by Section 13.5;
- (e) A reduction of Floor Area as permitted by Section 13.7; and
- (f) A reduction of Floor Area by any Party after the expiration of its Operating Covenant.

Section 6.6 Sears Expansion. Subsequent to the initial construction, Sears shall have the right to expand the Sears Building, subject to the following terms, conditions and limitations:

- (a) Sears may expand the Sears Building within its Permissible Building Area only to the extent of the Floor Area shown for such expansion on Exhibit B and only to the extent that the aggregate Floor Area of the Sears Building (exclusive of the Sears TBA), as so expanded, does not exceed 149,245 square feet divided substantially equally between the two levels of the Sears Building.
- (b) Sears shall be responsible for obtaining all governmental approvals and permits for its planned expansion, at its sole expense. Developer will cooperate in obtaining such approvals and permits.
- (c) All construction shall comply with the standards and requirements of Section 7.1 and all other applicable Sections of this Agreement as if the addition were part of the Sears Building as originally constructed.
- (d) No construction of an expansion shall be commenced during the period commencing on November 1st of any year and ending January 15th of the following year or during the 45-day period preceding Easter Sunday.
- (e) The parking ratio required by Section 17.1 (c) shall be maintained on the Sears Parcel following such expansion.
- (f) Sears will make all adjustments in the layout of the Parking Area on its Parcel, the Developer' Parcel and, if applicable, the Peripheral Parcel(s) which are required to accommodate such expansion and to insure the free flow of pedestrian and vehicular traffic, including any required relocation of sidewalks, landscaping and paving. Developer will, at its expense, use diligent efforts to obtain any approvals which may be required to close service corridors or portions of the Common Area.

Section 6.7 Completion of Construction and Opening. Each of the Department Store Parties agrees with Developer that it will complete construction of its Building and open its Department Store for business to the public in its Building on the Grand Opening Date, subject to the right of each of the Department Store Parties to have a "soft opening" at any time during the 7-day period preceding the Grand Opening Date or to have a "soft opening" or opening upon such earlier date as is set forth in such

Party's Separate Agreement if so permitted by the applicable governmental authorities or agencies. If, by the Grand Opening Date, Developer has not completely performed its covenants pursuant to Sections 2.4 and 5.4 and completed all on-site and off-site work required by this Agreement, the complete performance by the Department Store Parties of their respective covenants under this Section 6.7 may be delayed to the time when Developer has completely performed its covenants pursuant to said Sections, by which time, the Department Store Parties will have completely performed their respective covenants under this Section 6.7. In addition, no Department Store Party shall be obligated to open if, as of the Grand Opening Date, (i) Developer is in default under this Agreement, (ii) an Operating Covenant release provision applicable to such Department Store Party is in effect, (iii) less than two (2) other Department Store Parties shall have opened or are ready to open or (iv) tenants occupying less than sixty-five percent (65%) of the Floor Area evenly distributed in the Mall Building shall have opened or are ready to open. Developer agrees that until completion of Developer's original construction as provided in Article V, at the request of any Department Store Party, Developer will advise the Department Store Parties of the then existing status of Developer's construction and leasing.

ARTICLE VII

CONSTRUCTION REQUIREMENTS AND STANDARDS

Section 7.1 Standards of Construction. The construction (which word, as used in this Article, includes initial construction and, except where otherwise specified, alterations, Rebuilding, modernization, expansion, if applicable, demolition, razing and new construction), which shall or may be performed by the Department Store Parties and Developer, respectively, as provided in this Agreement, shall be subject to the following requirements:

- (a) The initial construction shall conform to the Plans, Exhibit B, the Developer Preliminary Plans and Specifications referred to in Section 5.1(a), the working drawings and specifications referred to in Section 5.1(g) and the architectural elevation and design studies referred to in Section 6.1, as the case may be;

- (b) Upon any Commencement of Construction, each Party will diligently prosecute said construction to completion in accordance with the terms of this Agreement, except as otherwise provided in this Agreement;
- (c) All construction will be performed in a good and workmanlike manner using first-class materials and in accordance with all applicable laws, ordinances, rules and regulations and the safety (including fire safety) standards of a rating service such as Industrial Risk Insurers, Factory Mutual or Shirmer Engineering, except as otherwise provided in this Agreement;
- (d) Each Party will perform its construction so as not to:
 - (i) cause any unnecessary increase in the cost of construction of the others,
 - (ii) unreasonably interfere with the construction of the others and/or any other construction being performed on the Shopping Center Site or any part thereof,
 - (iii) unreasonably impair the use, occupancy or enjoyment of the Shopping Center Site or any part thereof by any Occupant or Permittee, or
 - (iv) cause or allow any mechanics' or materialmen's liens to attach to its Parcel or the Parcel(s) of any other Party(ies);
- (e) Each Party shall use good faith efforts to cause its architects, contractors and subcontractors to cooperate and coordinate its construction with the other Parties, and their respective architects, contractors and subcontractors to the extent reasonably practical to achieve the objectives of Section 7.1(d);
- (f) If, at any time during the period commencing on the date that is forty-five (45) days prior to the Grand Opening Date and continuing throughout the Term, any Party's Building or Buildings shall have not been substantially completed (to the extent that the remaining construction work to be performed [or the absence thereof] could reasonably be deemed to constitute a hazardous condition for Permittees in the use of the Common Area or other Buildings, or to detract from the attractiveness that would otherwise exist) or if any Party's later construction could reasonably be

deemed to constitute a hazardous condition or to detract from the attractiveness of the Shopping Center after a Department Store Building or the Mall Store Building shall have opened for business, such Party will, as promptly as is reasonably possible, at its sole cost and expense, erect an adequate and attractive-appearing construction barricade, or other protective device, at or substantially near the building line (and around any work area, shack area or storage areas, if there be any such) of adequate height, so as to provide adequate protection to, and screening from, the public, and will maintain the same until removal would be justified under good construction practice;

- (g) Each Party will at all times:
 - (i) take any and all safety measures reasonably required to protect the other Parties and all Permittees from injury or damage caused by or resulting from the performance of its construction,
 - (ii) indemnify, hold harmless and defend the other Parties from and against all claims, demands, suits, costs, expenses and liabilities arising from or in respect to the death, accidental injury, loss or damage caused to any natural person or to the property of any Person as will occur by virtue of its construction to the extent provided under Article XV, and
 - (iii) indemnify, hold harmless and defend the other Parties from and against mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection with or arising from its construction;
- (h) Each Party will, following completion of its construction, upon the request of another Party, deliver to the requesting Party within one hundred twenty (120) days after any such request, a copy of the certificate of occupancy for such completed construction issued by the proper governmental authority, if such certificate is required by law; and
- (i) For construction to be performed after the Grand Opening Date, the constructing Party will obtain the prior consent of the Developer, which consent will not be unreasonably withheld or delayed, before designating portions of the Ring Road and Access Road(s) for construction traffic to such Party's Parcel. All construction shall be performed in accordance with the construction requirements and standards of this Section 7.1. Any

damage to the Common Area caused by construction traffic shall be the sole obligation and expense of the Party doing such construction and shall not be included in the Common Area Maintenance Cost.

Section 7.2 Correction of Site Descriptions and Descriptions of Easements.

By reason of construction errors, the Developer Improvements and the Department Store Improvements may not be precisely constructed within the respective Parcel of each Party as described in Exhibits A and B, but may encroach on another Parcel. As soon as reasonably possible after the completion of the construction of the Developer Improvements and Department Store Improvements, the Developer will cause an "as-built" survey to be made of the Shopping Center Site showing all property lines, easements, utilities and buildings. The cost of this survey will be paid by Developer and a certified copy of such survey shall be delivered to each Department Store Party. Nothing herein contained will be deemed to relieve or excuse any Party from exercising all due diligence to construct its Improvements within its respective Parcel. Upon request, any Party upon whose Parcel an encroachment resulting from a construction error has occurred (the "Burdened Party") agrees to either grant such an easement over that portion of its Parcel as is required to permit such encroachment to remain thereon, or to convey to the encroaching Party satisfactory title to the encroached upon portion, provided the encroaching Party will deed to the Burdened Party satisfactory title to an equivalent amount of acreage of real estate reasonably acceptable to the Burdened Party.

ARTICLE VIII

COVENANTS OF THE DEPARTMENT STORE PARTIES AND DEVELOPER

Section 8.1 Covenants of the Department Store Parties to Operate. Each of the Department Store Parties covenants and agrees with and for the benefit of Developer only, (subject to Articles XIII and XIX and Section 6.5), as follows:

- (a) Hudson's covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that Hudson's shall, for a period of ten (10) years ("year" being herein defined for purposes of this Article VIII as a period of twelve [12] consecutive months) following the initial opening of business in the Hudson's Building, continually operate, or cause to be

operated, a retail department store in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for the Hudson's Building conforming with Sections 6.2, 6.4 and 6.5, under a name that includes the word "Hudson's" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferee's retail department stores then being operated as part of an integrated department store chain in regional malls in the state of Michigan; provided, however, that Hudson's shall be released from its Operating Covenant if (i) two (2) of Kohl's, Penney, Sears and Younkers are not operating retail department stores in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for their respective Buildings under their respective trade names or under such name as such firm or its Permitted Transferee shall be required to operate pursuant to the provisions of Section 8.1 during the term of its Operating Covenant, or (ii) any of the release events set forth in Section 8.1(g) occurs, or (iii) less than sixty-five percent (65%) of the Floor Area of the Mall Store Building conforming with Sections 5.2 and 5.3 is open and being operated by Occupants substantially evenly distributed between the two (2) levels for the retail sale of merchandise and services; provided, however, that if the conditions described in Sections 8.1(a)(i) or 8.1(a)(iii) exist, Hudson's nevertheless, except as provided in clause (ii) hereinabove, shall continue to observe and perform its Operating Covenant contained herein and shall not cease operating because of the operation of clauses (i) or (iii) hereinabove unless such condition continues for more than twelve (12) months with respect to Section 8.1(a)(i) and nine (9) months with respect to Section 8.1(a)(iii), as applicable, after Hudson's has first given written notice of such condition to Developer, to each of the other Department Store Parties and to the Mortgagee of the Developer Parcel (provided that Developer has sent Hudson's notice of the name and address of the Mortgagee). During said period of twelve (12) months and nine (9)

months, as applicable, following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number of Department Stores or of the Mall Store Building to at least the required minimum of sixty-five percent (65%), whichever applies. If Developer shall restore the operation of the required number and identity of such other Department Stores as described above operating in at least eighty percent (80%) of the minimum Floor Area of their respective Buildings under their approved names and restores the Mall Store Building to at least the required minimum of sixty-five percent (65%) within said period of twelve (12) months or nine (9) months, as applicable, Hudson's right to cease operating because of the operation of clauses (i) or (iii) hereinabove shall terminate and Hudson's obligation to observe and perform its Operating Covenant contained herein shall continue in full force and effect subject to Developer's continuing obligation to use best efforts to maintain such co-tenancies. On each separate occasion that such operation of the required number of other Department Stores or the Mall Store Building falls below the required sixty-five percent (65%) level, Hudson's shall have the right to send the aforesaid written notice(s); and, for a period of twelve (12) months or nine (9) months, as applicable, following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number and identity of the above named Department Stores operating in accordance with the standards set forth in at least eighty percent (80%) of the minimum Floor Area of their respective Building under their approved names and of the Mall Store Building to at least the required sixty-five percent (65%) level as hereinabove provided, whichever obligation applies, and if Developer does not so restore within said twelve (12) or nine (9) month period, as applicable, Hudson's shall be released from such Operating Covenant.

In addition to the foregoing Operating Covenant, Hudson's covenants and agrees with Developer only, its successors and assigns (subject to Section

8.1(h)), that, subject to the conditions described in Sections 8.1(a)(i), (ii) and (iii), subject to the cure rights granted to Developer in the immediately preceding grammatical paragraph, Hudson's shall, for a period of ten (10) years immediately following the expiration of the foregoing Operating Covenant, continually operate, or cause to be operated, its Building for single user retail department store purposes in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 of the Hudson's Building conforming with Sections 6.2, 6.4 and 6.5; provided, however, that Hudson's shall not be required to operate under the name "Hudson's" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferees retail department stores in any geographical area.

- (b) Kohl's covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that Kohl's shall, for a period of ten (10) years following the initial opening of business in the Kohl's Building, continually operate, or cause to be operated, a retail department store in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for the Kohl's Building conforming with Sections 6.2, 6.4 and 6.5, under a name that includes the word "Kohl's" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferee's retail department stores then being operated as part of an integrated department store chain in the state of Michigan; provided, however, that Kohl's shall be released from its Operating Covenant if (i) two (2) of Hudson's, Penney, Sears and Youngers are not operating retail department stores in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for their respective Buildings under their respective trade names or under such name as such firm or its Permitted Transferee shall be required to operate pursuant to the provisions of Section 8.1 during the term of its Operating Covenant, or (ii) any of the release events set forth in Section 8.1(g) occurs, or (iii) less than

sixty-five percent (65%) of the Floor Area of the Mall Store Building conforming with Sections 5.2 and 5.3 is open and being operated by Occupants substantially evenly distributed between the two (2) levels for the retail sale of merchandise and services; provided, however, that if the conditions described in Sections 8.1(b)(i) or 8.1(b)(iii) exist, Kohl's nevertheless, except as provided in clause (ii) hereinabove, shall continue to observe and perform its Operating Covenant contained herein and shall not cease operating because of the operation of clauses (i) or (iii) hereinabove unless such condition continues for more than twelve (12) months after Kohl's has first given written notice of such condition to Developer, to each of the other Department Store Parties and to the Mortgagee of the Developer Parcel (provided that Developer has sent Kohl's notice of the name and address of the Mortgagee). During said period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore the operation of the required number of Department Stores or of the Mall Store Building to at least the required minimum of sixty-five percent (65%), whichever applies. If Developer shall restore the operation of the required number and identity of such other Department Stores as described above operating in at least eighty percent (80%) of the minimum Floor Area of their respective Buildings under their approved names and restores the Mall Store Building to at least the required minimum of sixty-five percent (65%) within said period of twelve (12) months, Kohl's' right to cease operating because of the operation of clauses (i) or (iii) hereinabove shall terminate and Kohl's' obligation to observe and perform its Operating Covenant contained herein shall continue in full force and effect subject to Developer's continuing obligation to use best efforts to maintain such covenancies. On each separate occasion that such operation of the required number of other Department Stores or the Mall Store Building falls below the required sixty-five percent (65%) level, Kohl's shall have the right to

send the aforesaid written notice(s); and, for a period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number and identity of the above named Department Stores operating in accordance with the standards set forth in at least eighty percent (80%) of the minimum Floor Area of their respective Building under their approved names and of the Mall Store Building to at least the required sixty-five percent (65%) level as hereinabove provided, whichever obligation applies, and if Developer does not so restore within said twelve (12) month period, Kohl's shall be released from such Operating Covenant.

In addition to the foregoing Operating Covenant, Kohl's covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that, subject to the conditions described in Sections 8.1(b)(i), (ii) and (iii), subject to the cure rights granted to Developer in the immediately preceding grammatical paragraph, Kohl's shall, for a period of ten (10) years immediately following the expiration of the foregoing Operating Covenant, continually operate, or cause to be operated, its Building for single user retail department store purposes in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 of the Kohl's Building conforming with Sections 6.2, 6.4 and 6.5; provided, however, that Kohl's shall not be required to operate under the name "Kohl's" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferees retail department in any geographical area.

- (c) Penney covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that Penney shall, for a period of fifteen (15) years following the initial opening of business in the Penney Building, continually operate, or cause to be operated, a retail department store in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for the Penney Building conforming with Sections 6.2, 6.4

and 6.5, under a name that includes the word "Penney" or "J. C. Penney" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferee's retail department stores then being operated as part of an integrated department store chain in regional malls in the state of Michigan; provided, however, that Penney shall be released from its Operating Covenant if (i) two of Hudson's, Kohl's, Sears and Younters are not operating retail department stores in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for their respective Buildings under their respective trade names or under such name as such firm or its Permitted Transferee shall be required to operate pursuant to the provisions of Section 8.1 during the term of its Operating Covenant or (ii) any of the release events set forth in Section 8.1(g) occurs, or (iii) less than sixty-five percent (65%) of the Floor Area of the Mall Store Building conforming with Sections 5.2 and 5.3 is open and being operated by Occupants substantially evenly distributed between the two (2) levels for the retail sale of merchandise and services; provided, however, that if the conditions described in Sections 8.1(c)(i) or 8.1(c)(iii) exist, Penney nevertheless, except as provided in clause (ii) hereinabove, shall continue to observe and perform its Operating Covenant contained herein and shall not cease operating because of the operation of clauses (i) or (iii) hereinabove unless such condition continues for more than twelve (12) months after Penney has first given written notice of such condition to Developer, to each of the other Department Store Parties and to the Mortgagee of the Developer Parcel (provided that Developer has sent Penney notice of the name and address of the Mortgagee). During said period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number of Department Stores or of the Mall Store Building to at least the required minimum of sixty-five percent (65%), whichever applies. If Developer shall restore the operation of the required number

and identity of such other Department Stores as described above operating in at least eighty percent (80%) of the minimum Floor Area of their respective Buildings under their approved names and restores the Mall Store Building to at least the required minimum of sixty-five percent (65%) within said period of twelve (12) months, Penney's right to cease operating because of the operation of clauses (i) or (iii) hereinabove shall terminate and Penney's obligation to observe and perform its Operating Covenant contained herein shall continue in full force and effect subject to Developer's continued obligation to use best efforts to maintain such co-tenancies. On each separate occasion that such operation of the required number of other Department Stores or the Mall Store Building falls below the required sixty-five percent (65%) level, Penney shall have the right to send the aforesaid written notice(s); and, for a period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number and identity of the above named Department Stores operating in accordance with the standards set forth in at least eighty percent (80%) of the minimum Floor Area of their respective Building under their approved names and of the Mall Store Building to at least the required sixty-five percent (65%) level as hereinabove provided, whichever obligation applies, and if Developer does not so restore within said twelve (12) month period, Penney shall be released from such Operating Covenant.

- (d) Sears covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that Sears shall, for a period of ten (10) years following the initial opening of business in the Sears Building, continually operate, or cause to be operated, a retail department store in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for the Sears Building conforming with Sections 6.2, 6.4 and 6.5, under a name that includes the word "Sears" or under such other name that is being used at the time in question to identify the majority of its or its

Permitted Transferee's retail department stores then being operated as part of an integrated department store chain in the State of Michigan; provided, however, that Sears shall be released from its Operating Covenant if (i) Hudson's plus one (1) of Kohl's, Penney and Younkers are not operating retail department stores in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for their respective Buildings under their respective trade names or under such name as such firm or its Permitted Transferee shall be required to operate pursuant to the provisions of Section 8.1 during the term of its Operating Covenant, or (ii) any of the release events set forth in Section 8.1(g) occurs, or (iii) less than sixty-five percent (65%) of the Floor Area of the Mall Store Building conforming with Sections 5.2 and 5.3 is open and being operated by Occupants for the retail sale of merchandise and services evenly distributed by type and occupancy in the Mall Store Building; provided, however, that if the conditions described in Sections 8.1(d)(i) or 8.1(d)(iii) exist, Sears nevertheless, except as provided in clause (ii) hereinabove, shall continue to observe and perform its Operating Covenant contained herein and shall not cease operating because of the operation of clauses (i) or (iii) hereinabove unless such condition continues for more than twelve (12) months after Sears has first given written notice of such condition to Developer, to each of the other Department Store Parties and to the Mortgagee of the Developer Parcel (provided that Developer has sent Sears notice of the name and address of the Mortgagee). During said period of twelve (12) months after such written notice has been given, Developer shall continue to exert best efforts to restore such operation of the required number of Department Stores or of the Mall Store Building to at least the required minimum of sixty-five percent (65%), whichever applies. If Developer shall restore the operation of the required number and identity of such other Department Stores as described above operating in at least eighty percent (80%) of the minimum Floor Area of their

respective Buildings under their approved names and restores the Mall Store Building to at least the required minimum of sixty-five percent (65%) within said period of twelve (12) months, Sears' right to cease operating because of the operation of clauses (i) or (iii) hereinabove shall terminate and Sears' obligation to observe and perform its Operating Covenant contained herein shall continue in full force and effect subject to Developer's continuing obligation to use best efforts to maintain such co-tenancies. On each separate occasion that such operation of the required number of other Department Stores or the Mall Store Building falls below the required sixty-five percent (65%) level, Sears shall have the right to send the aforesaid written notice(s); and, for a period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number and identity of the above named Department Stores operating in accordance with the standards set forth in at least eighty percent (80%) of the minimum Floor Area of their respective Buildings under their approved names and of the Mall Store Building to at least the required sixty-five percent (65%) level as hereinabove provided, whichever obligation applies, and if Developer does not so restore within said twelve (12) month period, Sears shall be released from such Operating Covenant.

In addition to the foregoing Operating Covenant, Sears covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that, subject to the conditions described in Sections 8.1(d)(i), (ii) and (iii), subject to the cure rights granted to Developer in the immediately preceding grammatical paragraph, Sears shall, for a period of ten (10) years immediately following the expiration of the foregoing Operating Covenant, continually operate, or cause to be operated, its Building for single user retail department store purposes it at least eighty (80) percent of the minimum Floor Area set forth in Section 6.4 of the Sears Building conforming with Sections 6.2, 6.4 and 6.5; provided,

however, that Sears shall not be required to operated under the name "Sears" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferees retail department stores in any geographical area.

- (e) Younkens covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that Younkens shall, for a period of ten (10) years following the initial opening of business in the Younkens Building, continually operate, or cause to be operated, a retail department store in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for the Younkens Building conforming with Sections 6.2, 6.4 and 6.5, under a name that includes the word "Younkens" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferee's retail department stores then being operated as part of an integrated department store chain in regional malls in the states of Michigan and Wisconsin; provided, however, that Younkens shall be released from its Operating Covenant if (i) Hudson's plus one (1) of Kohl's, Penney and Sears are not operating retail department stores in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 for their respective Buildings under their respective trade names or under such name as such firm or its Permitted Transferee shall be required to operate pursuant to the provisions of Section 8.1 during the term of its Operating Covenant, or (ii) any of the release events set forth in Section 8.1(g) occurs, or (iii) less than sixty-five percent (65%) of the Floor Area of the Mall Store Building conforming with Sections 5.2 and 5.3 is open and being operated by Occupants substantially evenly distributed between the two (2) levels for the retail sale of merchandise and services; provided, however, that if the conditions described in Section 8.1(e)(i) or 8.1(e)(iii) exist, Younkens nevertheless, except as provided in clause (ii) hereinabove, shall continue to observe and perform its Operating Covenant contained herein and shall not cease

operating because of the operation of clauses (i) or (iii) hereinabove unless such condition continues for more than twelve (12) months after Younkers has first given written notice of such condition to Developer, to each of the other Department Store Parties and to the Mortgagee of the Developer Parcel (provided that Developer has sent Younkers notice of the name and address of the Mortgagee). During said period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number of Department Stores or of the Mall Store Building to at least the required minimum of sixty-five percent (65%), whichever applies. If Developer shall restore the operation of the required number and identity of such other Department Stores as described above operating in at least eighty percent (80%) of the minimum Floor Area of their respective Buildings under their approved names and restores the Mall Store Building to at least the required minimum of sixty-five percent (65%) within said period of twelve (12) months, Younkers right to cease operating because of the operation of clauses (i) or (iii) hereinabove shall terminate and Younkers' obligation to observe and perform its Operating Covenant contained herein shall continue in full force and effect subject to Developer's continuing obligation to use best efforts to maintain such co-tenancies. On each separate occasion that such operation of the required number of other Department Stores or the Mall Store Building falls below the required sixty-five percent (65%) level, Younkers shall have the right to send the aforesaid written notice(s); and, for a period of twelve (12) months following receipt of such written notice, Developer shall continue to use best efforts to restore such operation of the required number and identity of the above named Department Stores operating in accordance with the standards set forth in at least eighty percent (80%) of the minimum Floor Area of their respective Building under their approved names and of the Mall Store Building to at least the required sixty-five percent (65%) level

as hereinabove provided, whichever obligation applies, and if Developer does not so restore within said twelve (12) month period, Younkens shall be released from such Operating Covenant.

In addition to the foregoing Operating Covenant, Younkens covenants and agrees with Developer only, its successors and assigns (subject to Section 8.1(h)), that, subject to the conditions described in Sections 8.1(e)(i), (ii) and (iii), subject to the cure rights granted to Developer in the immediately preceding grammatical paragraph, Younkens shall, for a period of ten (10) years immediately following the expiration of the foregoing Operating Covenant, continually operate, or cause to be operated, its Building for single user retail department store purposes in at least eighty percent (80%) of the minimum Floor Area set forth in Section 6.4 of the Younkens Building conforming with Sections 6.2, 6.4 and 6.5; provided, however, that Younkens shall not be required to operate under the name "Younkens" or under such other name that is being used at the time in question to identify the majority of its or its Permitted Transferees retail department stores in any geographical area.

- (f) During the respective periods that they are obligated to operate their respective Department Store Buildings as hereinbefore provided, each of the Department Store Parties shall cause each of the entrances of its Department Store Building that connects to the Mall to be opened (during the hours that both its Department Store Building and the Mall are open to the public) onto the Mall so that pedestrian traffic may travel to and from its Department Store Building and the Mall in an uninterrupted manner. Nothing in this Section 8.1 (f) shall limit the provisions of Section 8.1 (i).
- (g) Developer makes no representation to or agreement with any of the Department Store Parties that it will seek to enforce the Operating Covenant of any Department Store Party. If, however, (i) any Department Store Party is in violation of its Operating Covenant and Developer fails within twelve (12) months of such violation to seek enforcement thereof,

(ii) Developer fails to perform any of Developer's covenants required to be performed pursuant to Sections 5.2, 5.5, 8.2, or 8.4, (iii) the Mall Store Building contains less than 250,000 square feet of Floor Area exclusive of the Floor Area within the theatre or (iv) Developer by agreement, acquiescence or sufferance permits any Department Store to terminate its Operating Covenant prior to the expiration of its term without the written consent of each of the other Department Store Parties which is not then in violation of its Operating Covenant, any Department Store Party that is not itself in violation of its Operating Covenant shall be released from its Operating Covenant. For purposes of this Section 8.1(g), "seek enforcement" of the Operating Covenant of a Department Store Party shall mean seeking enforcement through a court of original jurisdiction and, failing to obtain a favorable judgment therein, through one (1) court of appellate jurisdiction. "Seek enforcement" shall not require, however, the performance of any useless act or futile gesture, such as proceeding with litigation against a Department Store Party which is insolvent or has filed for relief under the Bankruptcy Act, nor shall the failure to perform such useless act or futile gesture be deemed to constitute "acquiescence or sufferance". Furthermore, Developer shall not be deemed in violation of its obligations under Section 8.2, unless Developer has failed to cure a default thereunder within the "cure period" provided for in Section 8.1 (if such a cure period exists for Developer under the applicable subsection of this Section 8.1).

- (h) It is specifically agreed that each of the Operating Covenants contained in Section 8.1 is personal to Developer, is not assignable to any Person other than Developer's successors who become obligated to perform all or substantially all of Developer's obligations and covenants under this Agreement, any Mortgagee of Developer, such Mortgagee's successor, a purchaser of Developer's interest in the Shopping Center at a foreclosure sale or a purchaser who accepts a deed in lieu of foreclosure, and is not

intended to be for the benefit of any third party beneficiaries. Except as permitted in the foregoing sentence, in the event that Developer (i) enters into any agreement with any Person, giving such Person the right to require Developer to enforce directly or indirectly any Operating Covenant contained in Section 8.1, or (ii) purports to assign any such Operating Covenant to any Person, such purported assignment or prohibited agreement granting the right to enforce such Operating Covenant to any Person shall be void and unenforceable. Except as permitted in the first sentence of this Section 8.1(h), if Developer purports to assign any Operating Covenant contained in Section 8.1, or contracts to assign such Operating Covenant, or grants any right to enforce such Operating Covenant, directly or indirectly, Developer agrees to pay promptly upon demand made therefor, any and all claims, demands, actions, losses, liabilities, damages, expenses (including, without limitation, attorney's fees) and costs (including, without limitation, court costs) of the Department Store Party whose Operating Covenant is the subject of such purported assignment of whatever kind or nature suffered by such Department Store Party as a result of such action on the part of Developer or incurred by such Department Store Party in defending litigation from any such purported assignment or enforcement or in such Department Store Party's obtaining a declaration of a court of competent jurisdiction that the purported assignment or the contract granting such enforcement right is void and unenforceable.

- (i) The days and hours of business, the number and types of departments to be operated in each Department Store Party's Building, the particular contents, wares and merchandise to be offered for sale and the services to be rendered, the leasing of its Building or granting of licenses of departments and concessions, the methods and extent of merchandising, servicing and storage thereof, the space devoted to credit, personnel and other functions, and the manner of operating such department store in

every respect whatsoever shall be within the sole and absolute discretion of each such Department Store Party.

- (j) Upon the request of any Department Store Party, Developer will furnish within thirty (30) days a report as to the occupancy of the Mall Store Building including a current leasing plan and a rent roll showing the name of each tenant, the square footage of each space and the square footage occupied by each tenant.

Section 8.2 Covenant of Developer to Operate. Developer covenants and agrees with and for the benefit of each of the other Parties that, commencing on the later of (i) the date that one of the Department Store Parties initially opens its Building for business with the public or (ii) the Grand Opening Date and continuing thereafter until the fifteenth (15th) anniversary of the initial opening of the last Department Store Party to initially open its Building for business with the public, it will continually operate or cause to be operated a two level Mall and will use its reasonable best efforts to cause the Mall Store Building to be fully leased and occupied to the maximum extent for the retail sale of merchandise and services by tenants of a quality consistent with the operation of a first class regional shopping center, all in accordance with Section 8.4 and Section 24.1 but subject to the provisions of Articles XIII and XIX and Section 5.3; Developer shall be released from this Operating Covenant if fewer than two (2) Department Store Parties are operating department stores in their respective Buildings. Thereafter, Developer covenants and agrees to so operate or cause to be operated the Mall and the Mall Store Building as provided above in this Section 8.2, and in Section 8.4 so long as any two (2) Department Store Parties are operating department stores in their respective Buildings.

Section 8.3 Temporary Cessation of Operation. Temporary cessation or interruption of operation due to (i) any cause or event set forth in Articles XIII, XVI, or XIX, or (ii) the razing of a Building under Article XIII, or (iii) any reasonable interruptions of any other nature as may be incidental to the conduct of similar retail business or operations of an enclosed mall of not more than ninety (90) days in the aggregate in any one (1) calendar year, and not resulting from the inability to obtain financing or to proceed with such obligation because of lack of funds, or (iv) total or

partial stoppages made reasonably necessary because of permitted construction, alterations, improvements or repairs, will not be deemed to be a violation of a Party's Operating Covenant.

Section 8.4 Operation of Mall. For the periods hereinafter set forth, Developer agrees with each of the other Parties that:

- (a) For the period commencing on the later of (i) the date that one (1) of the Department Store Parties will initially open its Building for business with the public or (ii) the Grand Opening Date and continuing thereafter so long as Developer is obligated to operate under Section 8.2, Developer will cause the Mall to be open (but not the tenant retail stores) to the public at all times, during and at least forty-five (45) minutes before and after, the hours that any Department Store Building is open to the public for business; and
- (b) Developer agrees that when the Mall is open to the public as required by this Section 8.4, Developer will cause each of the entrances of the Mall that connects to a Department Store Building to be open (during the hours that each such Department Store Building is open to the public) onto such Department Store Building so that pedestrian traffic may travel to and from the Mall and such Department Store Building in an uninterrupted manner; provided, however, that Developer will be released from this obligation if fewer than two (2) Department Store Parties are operating department stores in their respective Buildings. When the Mall is open, it shall be patrolled as set forth in Section 10.1(c)(viii) and shall at all times be heated, air conditioned and ventilated as required pursuant to the standards set forth in Section 5.1(a)(ii)(F); and all public entrances will be open;
- (c) Nothing herein contained will require the Mall to be open between 11:00 p.m. and 8:00 a.m. on any day, except that Developer will keep the Mall (but not the tenant retail stores) and the Common Area open at all times that any one (1) Department Store is open for such hours between

the day after Thanksgiving Day and Christmas Eve and such other times as may be requested by at least one (1) Department Store Party and approved by Developer; provided that the Party(ies) operating such Department Store(s) and other Occupants operating during such times shall pay a reasonably allocated share of all costs reasonably connected with or arising from the operation of the Mall and the Common Area during such time, including the reasonable costs of security, as deemed reasonably necessary by Developer.

Developer shall cause the retail stores within the Mall Store Building and the Mall to be open for business with the public during such business hours as are appropriate and customary in first-class, enclosed mall regional shopping centers in the Grand Rapids metropolitan area.

ARTICLE IX

USE AND OPERATION OF SHOPPING CENTER

Section 9.1 Use and Operation of Shopping Center. Each of the Parties covenants and agrees with each other for the benefit of the Shopping Center Site that for so long as one (1) or more of the Department Store Parties is operating a retail store on its Parcel and Developer is operating the Mall on its Parcel, during the Term, no part of its Parcel may be used for any purpose other than commercial or business compatible with the operation of a shopping center nor will any use or operation that is obnoxious to or inconsistent with the development or operation of a first-class regional shopping center containing an enclosed air-conditioned mall be made, conducted or permitted on or with respect to all or any part of its respective Parcel including but not limited to, the following:

- (a) any public or private nuisance;
- (b) any noise or sound that is objectionable due to intermittence, beat, frequency,
shrillness or loudness;
- (c) any obnoxious odor;
- (d) any noxious, toxic, caustic or corrosive fuel or gas;
- (e) any dust, dirt or fly ash in excessive quantities;

- (f) any fire, explosion or other damaging or dangerous hazard (including the storage, display or sale of explosives or fireworks);
- (g) any warehouse use (use of any area within a Building for the storage of goods intended to be sold at any retail establishment in such Building will not be deemed to be a warehouse use);
- (h) assembling, manufacturing, distilling, refining, smelting, agriculture or mining operation or drilling for oil, gas or other minerals;
- (i) any second hand store, flea market, fire sale, laundry, animal hospital, funeral establishment, living quarters;
- (j) any distribution, sale, viewing or use of pornographic material (NC-17 movies shall not be deemed pornographic);
- (k) any manufacture, use, storage or release of any Hazardous Materials except to the extent expressly permitted by Section 25.26; and
- (l) any emission of any substance, gas, particulate matter, audio, radio, or infrared electromagnetic wave frequency or other form of radiation that materially interferes with the business of any Occupant.

Developer agrees that none of its leases with Occupants of the Mall Store Building will permit uses prohibited by this Section 9.1.

Section 9.2 Kiosks. Developer will have the right to place kiosks, retail merchandising units and push carts (collectively "kiosks") in the Mall only within the areas designated "Kiosk Area" on Exhibit B and within the area identified as "Food Court" on Exhibit B. Kiosks will have maximum height of ten (10) feet and a maximum area of two hundred (200) square feet.

This Section 9.2 will not apply to automatic teller machines or to other electronic devices enabling a Person to transact banking or to engage in other financial (as opposed to merchandise) transactions, provided that such electronic devices are (i) placed next to or affixed to a wall in the Mall located more than one hundred (100) feet from the Mall entrance of any Department Store Building and do not protrude into the Mall by more than twenty four (24) inches or (ii) are placed within the area designated "Kiosk Area" on Exhibit B. The electronic devices meeting such criteria are not kiosks within the meaning of that term as applied in this Section 9.2; and Developer may, from time to time, place or cause to be placed such electronic devices throughout the Mall at the locations permitted

as set forth in the immediately preceding sentence, without first having to obtain the consent of any of the other Parties.

ARTICLE X

MAINTENANCE AND MANAGEMENT OF THE COMMON AREA

Section 10.1 Developer's Duty to Operate Common Area; and Common Utility Facilities.

(a) During the Term, subject to Section 10.7, Developer covenants with the other Parties, at its sole cost and expense except to the extent provided otherwise in this Agreement or a Separate Agreement, to keep, maintain, repair, replace and reconstruct, as may be appropriate, manage and operate (hereinafter collectively called "maintenance"):

(i) The Common Area, other than the Mall, on the Parcel of each Party from and after the date such Party shall initially open for business to the general public (including a "soft opening" within the 7 day period prior to the Grand Opening Date or as otherwise set forth in a party's Separate Agreement), or the Grand Opening Date, whichever date shall be earlier; and

(ii) The Mall from and after the date provided in Section 8.4, but not before seven (7) days prior to the Grand Opening Date and continuing thereafter for so long as the Mall is required to be operated pursuant to the terms of Section 8.2,

in all cases in a safe and good and clean order, operation, condition and state of repair, in conformity with first-class shopping center standards, and in such manner as to establish, maintain and present at all times the appearance of a safe, clean, well-managed, attractive, coordinated and unified operation of all of the Common Area.

(b) Notwithstanding the foregoing, if any of the Department Store Parties shall open its Building for business to the general public prior to the Grand Opening Date or prior to the completion of construction of the Mall Store Building containing at least the Minimum Mall Area, whichever is earlier, then Developer's obligations under this Section 10.1 to any of the Department Store Parties will commence on the date that is specified in a written request given no fewer than thirty (30) days prior thereto by any of the Department Store Parties to Developer. If any of the Department Store

Parties has not so opened by the Grand Opening Date, then Developer shall, commencing on the Grand Opening Date, keep the Parking Area located on such Party's Parcel cleaned and clear of refuse at such Party's sole cost and expense. Said Parking Area will also be illuminated to the extent necessary for the safety and well being of Permittees using said Parking Area from the Grand Opening Date until the initial opening of such Party's Department Store (at such Department Store Party's sole cost and expense), at which time Developer shall assume its obligations under this Section 10.1 to maintain such Party's Parcel. The Ring Road and Access Roads located on a Department Store Party's Parcel shall be lighted and maintained by Developer at full levels even if such Department Store Party has not so opened.

(c) Without limiting the generality of the foregoing, Developer in the maintenance of the Common Area, pursuant to Sections 10.1(a) and (b), and during any time that Developer is in fact maintaining the Common Area, whether Developer is so obligated by this Agreement or not, shall observe at least the following standards:

- (i) maintain, repair and replace the surface of the Parking Area (including the removal of snow and ice), the Mall and the sidewalks (including the Perimeter Sidewalks) smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute as will be in all respects equal in quality, appearance and durability, all in accordance with generally accepted standards of first-class shopping center maintenance;
- (ii) remove all papers, debris, filth, broken glass and refuse from the Shopping Center and wash or thoroughly sweep paved areas as reasonably required by generally accepted standards of first-class shopping center maintenance;
- (iii) maintain such appropriate Parking Area entrance, exit and directional signs, markers and lights in the Common Area as will be reasonably required and in accordance with the practices prevailing in the operation of similar first-class regional shopping centers;
- (iv) clean and repair lighting fixtures of the Common Area and relamp and reballast upon their failure to function in accordance with generally accepted standards of first-class shopping center maintenance;
- (v) repair and repaint striping, markers, directional signs, etc. as necessary to maintain in a first-class condition;

- (vi) maintain, water and replace the landscaping as necessary to keep it in a first-class and healthy condition and mow and edge all grass areas, but Developer shall not be required to maintain, water or replace any landscaping between a Department Store Building and the Perimeter Sidewalks surrounding such Building;
- (vii) clean signs of the Shopping Center (as contrasted with those of Occupants), including relamping and required repairs in accordance with generally accepted standards of first-class shopping center maintenance;
- (viii) employ and/or contract for courteous trained personnel for Common Area security functions reasonably necessary during store hours and such other hours as are reasonably deemed necessary by Developer for the safe and orderly operation of the Common Area. This obligation will apply with equal force to both the Mall and exterior Common Area;
- (ix) clean, repair and maintain all Common Utility Facilities to the extent that the same are not cleaned, repaired and maintained by public utilities, and clean, repair, maintain and to take such measures as are reasonably necessary to prevent the overflow of the detention basins as shown on Exhibit B;
- (x) keep the Mall properly illuminated and heated, air conditioned, ventilated, painted and decorated so that it will be usable for its intended purposes and will operate at least within the standards prescribed in Section 5.1(a)(ii)(F);
- (xi) keep the Parking Area properly illuminated at the minimum maintained levels described in Section 2.3(c) during all hours of darkness that the Mall is open or required to be open to the public (at times when the Mall is neither open nor required to be open to the public, Developer will cause the Parking Area to be properly illuminated for security purposes only, at a minimum of 25% of full intensity, uniformly distributed throughout the Parking Area; and if any Party desires additional illumination at such times when the Mall is neither open nor required to be open, Developer will cause additional illumination, not to exceed the requirement when the Mall is open or required to be open, on such Party's Parcel, at such Party's expense, upon receiving at least twenty-four (24) hours advance notice); provided, that each Department Store Party shall reimburse Developer on a monthly basis for the documented and reasonably allocated cost of lighting the Parking Area within such Department Store Party's Parcel at times when the Mall is open to the public and one (1) hour thereafter and 25% security lighting thereafter;
- (xii) make and use good faith efforts to enforce at all times, such reasonable rules and policies of general application for the supervision, control and use of the Common Area as it shall in its judgment deem best, provided that they will be uniform in application to all Parties, and will conform to good standards of regional shopping center operation and provided further, that no Party will be bound by any rule or policy to which such Party did not consent;
- (xiii) provide an on-site manager and secretary for the Shopping Center;

- (xiv) maintain and keep in a sanitary condition, public restrooms and other common use facilities within the Mall; and clean and maintain the structure of the Mall, the roof, skylight, wall surfaces and other appurtenances all in accordance with generally accepted standards of first-class shopping center maintenance;
- (xv) remove or cause to be removed periodically throughout each day, rubbish generated by Occupants of space fronting the area delineated on Exhibit B as the "Food Court" and their Permittees so as to prevent the accumulation of rubbish and debris; and
- (xvi) promptly remove any graffiti after its appearance within the Common Area and the Mall Store Building.

Section 10.2 Developer's Indemnification. Developer agrees to indemnify and hold harmless each other Party and its Parcel from and against any mechanic's, materialmen's and/or laborer's lien and all costs, expenses and liabilities in connection therewith, including reasonable attorneys fees, arising out of the maintenance performed by Developer with respect to the Common Area, pursuant to this Article X (whether performed prior to or after the execution of this Agreement), and if any Parcel will become subject to any such lien, Developer shall, at the request of the Party owning such Parcel, promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien, or posting such bond or other security as may be required by law to obtain such release and discharge, or if there be no such law, then to obtain a surety bond in favor of the liened Parcel in an amount not less than 125% of the amount claimed in such lien.

Section 10.3 Parking Charges and Restrictions. No charge of any type will be made to or collected from any Occupant or the Permittees of any Occupant for exercising any Common Area rights under this Agreement, including, but not limited to, the right to park vehicles in the Parking Area, except such Common Area Maintenance Costs that may be provided for in any lease or other agreement with any Occupant and charges for valet parking services, if any. The Permittees of any Party will not be prohibited or prevented from parking in the Parking Area as long as space is available in the Parking Area, and so long as they do not violate the reasonable rules and regulations covering the use of the Parking Area promulgated from time to time by all of the Parties. The Parties may, by agreement among all of the Parties, prescribe certain sections within the Common Area or on the other land outside the Common Area within a reasonable

distance from the nearest boundary of the Shopping Center for use as parking space by the Occupants of the Shopping Center and their employees, tenants, agents, contractors, licensees and concessionaires;' and Developer agrees to use its best efforts to enforce such parking restrictions. Each Party will use its best efforts to require its employees and any employees of its agents, contractors, licensees or concessionaires to use only such sections as are so prescribed for employee parking. No such employee parking areas shall be designated within 300 feet of any Department Store Party's entrance, without the consent of the Party whose entrance is located within said distance which consent may be withheld in the sole and absolute discretion of such party. Bus terminals and bus stops may be located in the Parking Area only at such locations shown on Exhibit B or at such other locations agreed upon by all of the Parties.

Notwithstanding anything to the contrary in this Agreement, Developer, Hudson's and Younkers may close off a portion of the Parking Area for the purpose of providing valet parking services provided that any such Party who desires to provide such valet parking services maintains the insurance specified in Section 14.2(d) and complies with the following additional conditions in establishing and operating such valet parking service:

- (a) No more than one hundred and fifty (150) automobile parking spaces on the Developer Parcel and fifty (50) spaces on the Hudson's Parcel and fifty (50) spaces on the Younkers Parcel may be set aside for valet parking for such Party.
- (b) Each Party who operates or provides a valet parking service or system, shall defend, indemnify and hold harmless the other Parties hereto from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with the operation of such valet parking service.
- (c) The location of such Party's valet parking pick-up areas and the location and size of the Parking Area to be dedicated to such valet parking services shall be limited to the specific locations therefor on the Developer Parcel, the Hudson's Parcel and the Younkers Parcel as shown on Exhibit B

unless otherwise agreed to by the all of Parties to this Agreement, which approval may be withheld in each Party's sole and absolute discretion.

Any charge imposed in connection with valet parking service instituted in accordance with the provisions of this Section 10.3 shall be the property of the Party operating such valet parking system.

Section 10.4 Definitions.

- (a) "Accounting Period", as to each Party, means any period commencing January 1 and ending on the next following December 31, except that the first Accounting Period shall commence as to each Party, respectively, on the date such Party shall initially open for business with the general public on its Parcel, but not earlier than the date on which Developer actually commences to perform such maintenance on such Party's Parcel, in accordance with Section 10.1(a), and will end on and include the next following December 31, and as to each Party, its last Accounting Period will end on the last day that such Party will have the Common Area on its Parcel maintained by Developer.
- (b) "Allocable Share" means that part of any cost which under this Agreement is allocable to any Party and that is to be computed as provided in such Party's Separate Agreement or, in the absence of a provision therefor in a Separate Agreement, by multiplying such cost by a fraction, the numerator of which will be the number of square feet of land in the Party's Parcel whose Allocable Share is to be determined, and the denominator of which will be the number of square feet of land in the Shopping Center Site. If any Department Store elects to take over and assume the obligations to perform the Common Area maintenance on its Parcel pursuant to Section 10.7, then, in computing the Allocable Shares of the other Parties while the Common Area maintenance is performed on such Parcel by any such Department Store Party, the above-referenced fraction shall be changed by deducting from the denominator the number of square feet of land in the

Department Store Party's Parcel no longer required to be maintained by Developer.

- (c) "Common Area Maintenance Cost" means the total of all reasonable expenses incurred by Developer that are applicable to an Accounting Period (net of any income derived from any charges for use of any Common Area, whether or not such charges are permitted hereunder, except any such income from valet parking permitted under Section 10.3 and any such income that is received by and used by the Promotional Services Program for promotional services) directly relating to the operation, security, management, maintenance and repair of the Common Area. Payments received by Developer from owners of the Peripheral Parcels for the maintenance of the Ring Road, Access Roads and Common Utility Facilities shall be deducted from the Common Area Maintenance Cost.

Common Area Maintenance Cost shall include the reasonable expenses under generally accepted accounting principles, consistently applied, incurred and paid out by Developer during an Accounting Period for the following:

- (i) maintenance required with respect to the Common Area, excluding the Mall, in accordance with Section 10.1;
- (ii) the straight-line depreciation of all capital items of equipment used exclusively in the operation, maintenance, repair or management of the Common Area, excluding the Mall, including interest expense at the rate equal to the Prime Rate plus two percent (2%) and such interest will be deemed to be additional Common Area Maintenance Cost as of December 31st on the undepreciated balance of all capital items of equipment used exclusively in the operation and maintenance, repair and management of the Common Area, excluding the Mall;
- (iii) maintenance of all items of equipment used in the operation, maintenance, repair or management of the Common Area, excluding the Mall;
- (iv) rental for equipment used in the operation, maintenance, repair or management of the Common Area, excluding the Mall;
- (v) the small tools and supplies and other non-capital items of equipment used in the operation, maintenance, repair or management of the Common Area, excluding the Mall;
- (vi) security protection;

- (vii) traffic direction, control and regulation of the Shopping Center Site;
 - (viii) cleaning or removal of rubbish, dirt and debris from the Common Area, excluding the Mall;
 - (ix) landscape replacement or maintenance and supplies incident thereto including landscaping between the Mall Store Building and the Perimeter Sidewalk;
 - (x) preserving, maintaining, repairing and replacing the Parking Area (including the sealing of the Parking Area, the repair of potholes, the restriping, and the maintenance and repair of lighting fixtures in the Parking Area);
 - (xi) public utility services used in connection with the operation and maintenance of Common Area (when all of the Parties that have a common meter are open) and light bulb replacement;
 - (xii) premiums on fire, extended coverage and vandalism insurance on equipment used in the maintenance of the Common Area improvements and the maintenance of such equipment, provided that the Parties have approved the insurer, insurance policy and premium, which approval will not be unreasonably withheld and which approval shall not be required for so long as Developer is an institutional investor such as a bank, insurance company, pension fund, real estate investment trust, foundation or any other Person generally regarded in the real estate investment field, at the time in question, as an "institutional investor";
 - (xiii) premiums for Common Area liability insurance payable pursuant to Section 14.2(a) hereof; and
 - (xiv) charges for indirect costs of Developer in supervision of the Common Area (including but not limited to the cost of the operation of third-party office and accounting service, if any).
- (d) Common Area Maintenance Cost will specifically exclude the following:
- (i) costs of operation, maintenance and repair of the Mall, and the Peripheral Parcels;
 - (ii) compensation of home office executives, or wages and salaries of management or supervisory personnel not on-site, including general overhead except as the same are included in the indirect costs for Developer set forth in subsection 10.4(c)(xiv);
 - (iii) debt service, interest, capital costs, amortization and depreciation (except depreciation of equipment used in the operation, maintenance or repair of the Common Area, excluding the Mall, provided that said equipment will be used exclusively on the Shopping Center Site, and further provided that any equipment located in Developer's home office shall not be included);
 - (iv) real estate and personal property taxes and assessments except personal property taxes levied and accrued against items of equipment used exclusively in the operation and maintenance of the Common Area (excluding the Mall);

- (v) matters covered by insurance or indemnification under Sections 14.2 and 15.1, respectively;
 - (vi) initial construction and installation costs;
 - (vii) the costs of initial construction and installation clean-up (each Party agreeing to conduct, at its sole cost and expense, an initial clean-up on its Parcel with respect to the construction and installation performed by such Party on its Parcel);
 - (viii) the costs of lighting the Parking Area (which cost shall be paid by Developer subject to reimbursement as provided in Section 10.1 (c) (xi));
 - (ix) the costs of utility services and the maintenance of Common Utility Facilities serving the Peripheral Parcels, as such Peripheral Parcels are designated on Exhibit B;
 - (x) the cost of maintaining, watering and replacing the landscaping and other areas between a Department Store Building and the Perimeter Sidewalks surrounding such Building on a Department Store Party's Parcel; and
 - (xi) any penalties or fines, including legal costs, if any, incurred in contesting such penalties or fines.
- (e) Notwithstanding that a Person other than Developer will perform all or any part of said activities or work, under Developer's supervision, Developer will remain responsible for said performance under this Agreement. As soon as reasonably possible, Developer shall inform each of the other Parties of the identity of other Persons used to perform Common Area maintenance.
- (f) Nothing in this Section 10.4 will be deemed to preclude any additional, lesser or different charges for Common Area maintenance being made pursuant to any Separate Agreement, lease or other agreement between Developer and any Occupant, including any of the Parties.

10.5 Payment of Allocable Share. Each Department Store Party shall, commencing on the first day of its first Accounting Period, pay to Developer the amount determined to be its Allocable Share of Common Area Maintenance Cost on its respective Parcel, and shall pay a like amount on the first day of each calendar month thereafter. At the end of the first full Accounting Period, Developer shall render to each Party a full and complete statement of the Common Area Maintenance Cost, certified correct by Developer's Chief Financial Officer, and in the event any Party shall have paid

more than its Allocable Share, Developer shall, within forty-five (45) days after receipt of such statement indicating an excess, refund to the Party so paying in excess of its Allocable Share the amount of such excess. Should any of the Department Store Parties have paid less than its Allocable Share during said preceding full Accounting Period, then and in that event, the Party so paying less than its Allocable Share shall pay to Developer within forty-five (45) days following the rendition of said statement, the deficiency in its Allocable Share. Developer shall maintain separate and complete accounts covering and reflecting all items affecting or entering into determination of the respective Allocable Share of each Party for each Accounting Period, and shall keep the same for a period of three (3) years after the end of the applicable Accounting Period. Developer shall also maintain separate accounts for the operation and maintenance of the Mall as distinguished from the Common Area Maintenance Cost. All such accounts shall be kept at the Developer's principal offices in Chicago, Illinois, or at Developer's management offices at the Shopping Center.

The Department Store Parties shall each have the right, at their respective separate expense, exercisable upon thirty (30) days notice to Developer, to audit as to each Accounting Period such accounts as are relevant to such statement or statements. If any such audit discloses any error in determining the Allocable Share of any Party, appropriate adjustment shall promptly be made to correct such error, and if such audit discloses that any Party's Allocable Share has been overstated by three percent (3%) or more, Developer shall pay the cost of such audit.

At the close of the first full year of operation of the Common Area, a determination shall be made as to the costs of such operation during said one-year period, and in the event such determination shall show that the estimated payment shall be more or less than reasonably required for such Common Area maintenance, then and in that event such estimated payment shall be adjusted to meet the requirements of such cost; thereafter, such determination shall be made each year during the term of this Agreement and adjustments made accordingly. At least sixty (60) days prior to the end of each Accounting Period, Developer shall also prepare and submit to each other Party, for

informational purposes, an estimated budget for the following Accounting Period. Developer agrees to use best efforts to stay within said budget.

This Section 10.5 is subject to any provisions in the Separate Agreement between Developer and any Department Store Party. To the extent that any provisions of this Section 10.5 are inconsistent with any provision in the Separate Agreement between Developer and any Department Store Party, the Separate Agreement shall control and supersede such inconsistent provisions of this Section 10.5.

Section 10.6 Payment of Mall Maintenance Costs. Each of the Department Store Parties agrees to pay Developer a portion of the costs of operating and maintaining the Mall as provided in its Separate Agreement with Developer.

Section 10.7 Take-over by the Department Store Parties. Each of the Department Store Parties, in its sole discretion, shall have the right at any time after the first anniversary of the Grand Opening Date, and from time to time, to take over from Developer and assume the obligation to maintain the Common Area (excluding the Common Utility Facilities) on its Parcel to the same extent as Developer is required to maintain the Common Area and to the same standards maintained by Developer. The election to so take-over and assume such obligation shall be deemed to have been made when any such Party notifies Developer that it will, as of the day designated in such notice (which date shall be no fewer than one hundred twenty (120) days thereafter), perform, for the portion of the Common Area located on the Parcel owned by the Party giving such notice, the obligations assumed by Developer with respect thereto under Section 10.1 hereof, and upon the date so designated without further act of any Party. The Party giving such notice shall (a) be deemed to have assumed (and accordingly, Developer to have been relieved of) such obligations and any other obligations of Developer under this Agreement for the maintenance and operation on that portion of Common Area on the Parcel of the Party giving such notice and (b) be relieved of all liability to pay its Allocable Share of Common Area Maintenance Cost or its share of Common Area Maintenance Cost provided in its Separate Agreement for any period of time thereafter while such take-over continues. If any Party has served such notice, Developer shall, at that Party's request, execute and deliver an instrument in recordable

form, evidencing such fact. If at any time thereafter, the Party giving such notice elects, at its option, to cancel said take-over, then the provisions of this Section 10.7 shall cease to be operative as of the effective date of such cancellation and the other pertinent provisions of this Article X shall apply; provided, however, that no such cancellation shall become effective unless Developer shall receive no fewer than one hundred twenty (120) days prior notice of such request from said Party, and provided, further, that the Party may again serve a notice of take-over as specified above. No cancellation of take-over shall be effective unless the Common Area to which said cancellation relates shall, at such time as the cancellation is intended to be effective, be in approximately as good a condition as when last maintained by Developer.

Nothing contained in this Section 10.7 shall be construed to permit any Department Store Parties to take over the operation and maintenance of the Mall or any portion thereof, except as otherwise provided in Section 11.1.

During such period of time as any Department Store Party may have taken over and be performing the Common Area maintenance obligations on its Parcel, pursuant to this Section 10.7, such Department Store Party at its own cost and expense, shall provide the Common Area liability insurance on its Parcel, conforming to the requirements of Section 14.2, naming all other Parties as "additional insureds", which insurance obligation may be satisfied by its program of self-insurance if such Department Store meets the qualifications set forth in Section 14.4; and Developer shall be relieved of the obligation to provide such Common Area liability insurance for such Department Store's Parcel during such period of time.

Notwithstanding the foregoing, no Party shall withdraw from its obligations for the cost of Common Area (excluding the Mall) security, nor from its obligation to participate in the cost of repairs to the Common Utility Facilities, nor from the cost of the lighting of the Parking Area if such security and repairs are performed and if the lighting of the Parking Area on such Party's Parcel is controlled, maintained and operated by Developer in accordance with Section 10.1, and such Party will continue to pay its Allocable Share of such costs to the extent they are reasonable and have been paid by

Developer and subject to the provisions of the Separate Agreement between such Party and Developer.

ARTICLE XI

SELF-HELP AND OTHER REMEDIES

Section 11.1 Rights of Self-Help. Except as to taxes or assessments being contested as provided in Section 18.2, and the covenants of Developer set forth in Article V and Section 8.2 and the covenants of the Department Store Parties set forth in Article VI and Section 8.1, if any Party (the "Defaulting Party") fails to perform any of the provisions of this Agreement on its part to be performed at the time and in the manner herein provided (including the making of payments to others that the Defaulting Party has agreed herein to make) then any of the other Parties hereto, other than the Defaulting Party, shall have the right, but not the obligation, upon thirty (30) days written notice to the Defaulting Party (unless within such thirty (30) day period the Defaulting Party cures such default, or in the case of a default which by its nature cannot be cured within such thirty (30) day period, the Defaulting Party commences the curing thereof within such thirty (30) day period, and thereafter diligently prosecutes the curing thereof to completion) to proceed to make such payment or take such action as shall be necessary to cure such default, all in the name of and for the account of the Defaulting Party. In such case, the Defaulting Party shall on written demand reimburse the Party paying such sum or taking such action for the money actually expended by it, and its reasonable out-of-pocket expenses (including reasonable attorney's fees), in so doing, together with all penalties, if any, arising from such default, if paid by the other Party, with interest computed in accordance with Section 25.2 from the date of demand to date of payment. If any Party other than the Defaulting Party shall in good faith deem that an emergency is occurring or has occurred (including situations that prevent or hinder Permittees from using the Common Areas for their intended purposes [such as inoperable elevators or escalators], situations which pose a danger to occupants or Permittees, and failures to properly maintain the Common Areas that result in conditions which are offensive to Permittees [such as clogged or overflowing toilets]), so that the default requires immediate curing, then no written notice will be required and such non-Defaulting Party shall give

such notice as is practical under the circumstances without giving written notice and promptly take such action as is necessary to cure the alleged failure. Any Party performing any action pursuant to the preceding sentence will interfere to the minimum extent possible with any Party's business, and with reasonable promptness will give notice to the Defaulting Party of the doing of such work and the claimed default; such notice, notwithstanding any other provisions of this Agreement, need not be in writing if the giving of a written notice would not be reasonably possible under the circumstances, so long as the same is given to an officer or responsible agent of the Defaulting Party. Written confirmation of the action will be given as soon as reasonably possible. The Party so acting will prosecute any work performed by it under this Section 11.1 in a good and workmanlike manner diligently to completion. If and to the extent any Party(ies) have obligations to another Party(ies) with respect to an easement granted by this Agreement which survives the Termination Date, the rights granted by this Article XI will survive with respect to such easement for the duration of such easement.

Notwithstanding the foregoing, no provisions of this Section 11.1 shall be deemed to permit any Party to enter the Building of a Department Store Party for the purpose of curing a default of any Defaulting Party.

Section 11.2 Set-off. If any Party ("Payor") is required to make a payment to any other Party ("Payee") under this Article XI or under any Separate Agreement to which it is a party and fails to make such payment, the Payee will have the right to set-off the amount of such payment against any payment due from the Payee to the Payor under this Agreement or under any Separate Agreement.

Section 11.3 Lien. Any amount due under this Article XI from the Defaulting Party to another Party shall, without further act of the Parties, be deemed to constitute a lien against the Parcel of the Party obligated to pay the same, subordinate to all then existing liens and encumbrances thereon and to the interest in Parcels that may be owned by a Transferee in a Sale and Leaseback or a Lease and Subleaseback transaction (as such terms are used in Article XXI) or its successors at such time, provided that the holder of such liens or encumbrances, or such Transferee of its successor, as the case may be, was not in possession or control of the Parcel(s) liened pursuant to this Section 11.3 at the

time of the action taken giving rise to such amount due. The Parties agree, however, that in no event will such lien created by this Article XI be foreclosed by means of a non-judicial foreclosure.

Section 11.4 Notice to Defaulting Party's Mortgagee. Notwithstanding anything to the contrary herein provided, and provided such Party has been notified in the manner specified in Article XXII of the identity and address of or any change in the identity or address of a Defaulting Party's Mortgagee, no Party shall have any rights against that Defaulting Party's Parcel, because of a Default on the part of that Defaulting Party, unless (a) that Defaulting Party's Mortgagee shall have been first given written notice of said default and afforded an opportunity to cure the same or to cause the same to be cured and (b) after receiving said written notice, that Defaulting Party's Mortgagee has failed to cure said default or to have caused the same to be cured within an additional fifteen (15) days after the period of time allowed for that Defaulting Party to cure said default (or, in the case of a default which, by its nature, cannot be cured within such specific period, the Defaulting Party's Mortgagee shall have failed to commence the curing thereof within such additional fifteen 15 days or shall have failed to diligently proceed with the curing thereof). Notwithstanding the foregoing, in the case of an emergency, there shall be no additional fifteen (15) day cure period, provided, however, before a non-Defaulting Party can declare a Party in default, the non-Defaulting Party shall first give the other Party's Mortgagee written notice of the cost, if any, incurred in connection with the curing of said emergency default, and a period of thirty (30) days after such notice to repay said amount.

ARTICLE XII

OBSTRUCTION OF COMMON AREA

Section 12.1 Covenants Respecting Common Area. Each Party covenants and agrees with the other Parties with respect to the Common Area on its Parcel so long as this Agreement is in full force and effect, and, in the case of the easements which survive the Termination Date as provided in Article IV for so long as they survive, as follows:

- (a) It will not obstruct the free flow of pedestrian or vehicular traffic. No Party will change, modify, diminish or alter the Common Area or the

layout and configuration thereof as shown on Exhibit B, except as specifically permitted herein, but this shall not prevent a Party from expanding or altering its Building within its Permissible Building Areas as permitted pursuant to this Agreement.

- (b) It will not use or permit the use of the Parking Area on its respective Parcel for any purpose other than the parking and passage of vehicles and the movement of pedestrian traffic, landscaping, directional and traffic control signs and signs (at locations specified in the Plans and shown on Exhibit B) identifying the Shopping Center by its name. Nevertheless, the parking of truck trailers on a Party's Parking Area for storage purposes will be permitted only if the following conditions are met: (i) no more than five (5) truck trailers shall be so parked on any Party's Parcel at the same time, (ii) the truck trailers must be parked in close proximity to the Party's truck court, (iii) such truck trailers must be used only as temporary storage facilities and not as permanent warehousing facilities and (iv) such truck trailers shall be maintained in good order, condition and repair and in a slightly condition commensurate with a first class shopping center. Furthermore, and notwithstanding that the four (4) immediately preceding conditions may have been met, no Department Store Party shall park truck trailers on its Parcel for storage purposes in a manner or at a frequency that is atypical or uncustomary for that Department Store Party's parking of truck trailers for storage purposes at other retail facilities it operates at other first-class, regional "enclosed mall" shopping centers in the Grand Rapids metropolitan area. This Section 12.1(b) shall not be deemed to restrict the right of Sears to use up to twenty (20) parking spaces on its Parcel for the parking of rental vehicles used in connection with Sears rent-a-car services provided such parking shall be adjacent to the Sears Building in the area designated for such purpose on Exhibit B.
- (c) It will not construct or locate, or suffer to be constructed or located, any fence or barricade (except as permitted under Sections 3.2 and 7.1(f)),

structure, building, merchandise, commercial facility, amenity, landscaping, lights, sign (including floor signs) or other obstruction or installation of any kind whatsoever on its Parcel outside its Building that would interfere with the uses provided for in this Agreement for its Parcel, or prevent the free flow of traffic to, across or from its Parcel as and where shown on Exhibit B. Notwithstanding the above, each Party will have the right one day each calendar year, but more often if legally required in the reasonable opinion of its counsel, upon no fewer than seven (7) days advance notice to the other Parties, to erect barriers or chains to block off access to the Common Area located on its Parcel to avoid the possibility of third parties obtaining prescriptive rights therein or of dedicating the same for public use; if possible, such barriers or chains shall be erected for such purposes at a time, or upon a day, when the Shopping Center is not open for business and upon twenty (20) days prior notice to the other Parties. No Party shall construct or locate any kiosk in the Mall or any other portion of the Common Area except as permitted by Section 9.2 and except for a Sears rent-a-car kiosk which may be located on the Sears Parcel adjacent to the Sears Building as shown on Exhibit B.

Section 12.2 Exceptions to Covenants. Notwithstanding Section 12.1, the Parties each may use the Common Area on its Parcel to the extent reasonably required in connection with:

- (a) The proper exercise of the easements and licenses granted pursuant to Article IV or any other rights specifically granted to the respective Parties under this Agreement;
- (b) The use by Sears of Common Area on the Sears Parcel for rent-a-car parking but only in a location adjacent to the Sears Building in the area designated for such purpose on Exhibit B;
- (c) The performance of any construction (as such term is used in Article VII) which the respective Party is permitted or required to make under this Agreement and subject to the provisions of Section 4.3;

- (d) Promotions sponsored and approved by the Shopping Center's promotional services program, provided that: (i) no such promotion shall be conducted on a Department Store Party's Parking Area or (with the exception of the circular promotional area located approximately eighty (80) feet from each of the Penney and the Kohl's entrance onto the Mall as shown on Exhibit B) within 200 feet of the entrance of a Department Store on the Mall, without the express written consent of all Department Store Parties' store managers, with respect to promotions within the Parking Area, and of the store manager of the Department Store Party with respect to promotions within 200 feet of the Mall entrance of such Department Store Party's Building; (ii) no such promotion may unreasonably interfere with the flow of vehicular or pedestrian traffic; and (iii) no such promotion shall take place in any Parking Area from November 1 to December 31;
- (e) The use by a Department Store Party of the portion of the Common Area on its Parcel for not more than four (4) outdoor sales events (each lasting no more than ten (10) consecutive calendar days including set up and tear down) but only if each of such events is conducted as part of a general simultaneous, national promotion conducted by such party provided that (i) no such event may unreasonably interfere with the flow of vehicular or pedestrian traffic; (ii) no such event shall take place in any Parking Area from November 1 to December 31 of any year; (iii) the Department Party conducting or causing to be conducted such event shall obtain all applicable consents and approvals and otherwise comply with all applicable laws, ordinances and regulations; (iv) the Department Store Party conducting or causing to be conducted such event shall indemnify the other Parties as provided in Section 15.1(b); and (v) no such event shall be conducted by a Department Store Party within 200 feet of the exterior customer entrance of any other Party.
- (f) The use by Developer of that portion of the Common Area designated "Food Court" on Exhibit B (the "Food Court") for the non-exclusive use

from time-to-time as a seating area for the Permittees of the Occupants having food service operations abutting the Food Court or in the area in the Food Court designated "Kiosk Area" on Exhibit B;

- (g) The placement of kiosks by Developer, or its tenants or licensees, in the Mall in the areas designated "Kiosk Area" on Exhibit B;
- (h) The use by Developer of those portions of the Common Area designated for an indoor play area and for placement of a carousel in the respective areas shown on Exhibit B; and.
- (i) Developer shall have the right to allow the occupant from time to time of the building designated "Major Retail" on Exhibit B to conduct up to four (4) promotional events (including the incidental sales of merchandise) in the portion of the Common Area designated on Exhibit B as "Major Retail Limited Promotional Area" upon the following conditions (together with any additional conditions as Developer may elect): (a) each of such promotional events shall last no more than ten (10) consecutive calendar days including set up and tear down; (b) such occupant shall comply with the conditions set forth in Section 12.2 (e) (i), (ii) and (iii) (the references therein to "outdoor sales events" being deemed to refer instead to "promotional events"); and (c) such occupant shall indemnify Developer and the other Parties to this Agreement to the extent set forth in Section 15.1(b).

ARTICLE XIII

MAINTENANCE AND REPAIRS

Section 13.1 Covenant to Maintain Mall Store Building and Mall. Developer covenants and agrees with the other Parties that from and after the opening of the Shopping Center for business to the public, and thereafter during the Term, it will keep and maintain, at its own cost and expense, the Mall Store Building and the Mall in good order, condition and repair. Nothing contained herein will be deemed to prohibit Developer from charging Occupants of the Mall Store Buildings for said maintenance and repairs.

Section 13.2 "Rebuild" Defined. As used in this Article XIII, and in Articles XIX and VII hereof, "Rebuild" (also "Rebuilt" and "Rebuilding") shall mean, for any of the improvements constructed on any Party's Parcel, to restore, replace or repair such improvement or improvements so that after such restoration, such improvements will be complete architectural units and, at least during the term of such Party's Operating Covenant, at least the minimum number of square feet of Floor Area required by Section 5.2 (if such improvement is required to be restored by Developer pursuant to this Agreement) or Sections 6.4 and 6.5 (if such improvement is required to be restored by one of the Department Store Parties pursuant to this Agreement) within the Permissible Building Area as shown on Exhibit B and of the same general appearance and design and in at least as good a condition as existed immediately prior to their damage or destruction, and in accordance with this Agreement. Notwithstanding any provision of this Agreement to the contrary or any use herein of the term "Rebuild," "Rebuilt," or "Rebuilding," no Department Store Party shall be required to restore, replace or repair its Building to any minimum Floor Area size greater than such Department Store Party will be required hereunder to operate as a Department Store at the scheduled completion of such work.

Section 13.3 Destruction of Common Area, Mall Store Building or Mall by Fire or other Casualty.

- (a) Subject to Section 13.3(b), in the event of the destruction or damage of the Mall, the Common Area (other than the Mall), the Mall Store Building or any part of them by fire or other casualty (and as often as the Common Area, Mall Store Building or the Mall or any part of them is destroyed or damaged by fire or other casualty) during any period in which any of the Department Store Parties is required to operate a Department Store in its Building pursuant to its Operating Covenant (or would be so obligated under its Operating Covenant but for Developer's breach of Developer's Operating Covenant), Developer covenants and agrees to promptly Rebuild such Mall Store Building and Mall and the Common Area (other than the Mall) as shown on Exhibit B (with parking in compliance with

Article XVII). Developer agrees that any Building (including the Mall) that it is required to Rebuild pursuant to this Agreement, will be Rebuilt and ready for Occupancy within twenty-four (24) months from the time when the loss or destruction occurred. Rebuilding, when once commenced by Developer, will be carried through diligently and continuously to conclusion by it, but delays caused by Force Majeure will not be deemed such an interruption as constitutes Developer in default in the obligation to cause such work to be done continuously to completion, nor shall such period of delay be deemed a part of the twenty-four (24) months last herein mentioned. Upon completion of such Rebuilding, Developer will restore its Parcel to a sightly condition and the Mall Store Building shall have substantially the same entrances in terms of locations on the Mall as existed immediately before the damage or destruction occurred, and shall conform to the Developer Preliminary Plans and Specifications referred to in Article V for the Mall and Mall Store Building and to the Plans for the Common Area pursuant to Section 2.2(c).

- (b) In the event of the destruction or damage of the Common Area (other than the Mall), Mall Store Building or the Mall or any part of them by fire or other casualty (and as often as the Common Area, Mall Store Building or the Mall or any part of them is destroyed by fire or other casualty) during the period commencing immediately after the expiration of the period provided for in Section 13.3(a), and continuing throughout the Term, Developer covenants and agrees to Rebuild the Common Area, the Mall Store Building and the Mall unless the cost of Rebuilding exceeds twenty-five percent (25%) of the replacement cost of the Mall Store Building and the Mall, in which case Developer will have no obligation to Rebuild the Mall Store Building or the Mall unless Developer receives the Extended Covenant hereinafter provided. Under all circumstances, Developer shall be obligated to Rebuild the Common Area (other than the Mall); provided, however, that Developer shall not be required to Rebuild the pedestrian

bridge which connects the parking structure to the Penney Building if damage or destruction to such pedestrian bridge occurs during such time as the Penney Building no longer exists and has not been rebuilt within thirty-six (36) months after the damage or destruction.

Promptly following such damage or destruction, Developer will request in writing that the Department Store Parties agree to operate Department Stores in their respective Buildings, in accordance with their respective Operating Covenant Standards as set forth in Article VIII, for a period of ten (10) years commencing on the earlier of the date of completion of such Rebuilding or twenty-four (24) months after the date of such damage or destruction (the "Extended Covenant"). The provisions of this Section 13.3(b) relieving Developer of its obligation to Rebuild the Mall and/or Mall Store Building will not apply if, within one hundred eighty (180) days after such request, two (2) or more Department Store Parties covenant with Developer (in recordable form) to operate Department Stores in their respective Buildings, in accordance with their respective Operating Covenant Standards, as set forth in Article VIII for such ten (10) year period. If, following such damage or destruction, Developer does not obtain the Extended Covenant from at least two (2) Department Store Parties, Developer shall have no obligation to Rebuild the Mall or the Mall Store Building and a Department Store Party giving the only Extended Covenant may revoke such Extended Covenant. "Operating Covenant Standards" as used herein include the obligation to operate under the trade name required for each respective anchor as described in Section 8.1.

Section 13.4 Covenant to Maintain Buildings of the Department Store Parties. Each of the Department Store Parties severally covenants and agrees that from and after the initial opening of the Building on its Parcel for business to the public, and thereafter during the Term, it will keep and maintain, without cost or expense to any other Party, its respective Building in good order, condition and repair. The provisions of this Section 13.4 are subject to the provisions of Sections 6.5(f), 13.5 and 13.6.

Section 13.5 Destruction of Department Store Building by Fire or Other Casualty. Each of the Department Store Parties severally covenant that for and during the period that it is required to operate a Department Store in its Building pursuant to its

Operating Covenant, unless the period of its Operating Covenant shall have fewer than three (3) years remaining therein or unless an Event of Release has occurred, in the event of the destruction or damage to its Building, or any part thereof, and as often as any such Building or any part thereof, shall, during the period, be destroyed or damaged by fire or other casualty against which such Department Store Party is required to insure pursuant to Section 14.3(b), it shall promptly Rebuild the same. Notwithstanding the foregoing, Sears shall not be required to rebuild the Sears TBA. The Department Store Parties each agree that any building or other improvements it is required to Rebuild will be Rebuilt and ready for Occupancy within twenty-four (24) months from the time when the loss or destruction occurred. Rebuilding, when once commenced, shall be carried through continuously to conclusion by it, but delays caused by Force Majeure shall not be deemed such an interruption as constitutes a default in the obligation to cause such work to be done continuously to completion, nor will such period of delay be deemed a part of the twenty-four (24) month Rebuilding period. Upon completion of such Rebuilding, the Party suffering such destruction shall have substantially the same entrances in terms of locations on the Mall, and shall not be materially inconsistent with the architectural elevation and design studies referred to in Article VI for the respective Building.

Section 13.6 Razing or Removal.

- (a) During the period that each Party is required to operate its Building pursuant to its Operating Covenant, the Buildings (excepting the Sears TBA) constructed on such Party's Parcel shall not be razed or removed from their respective Permissible Building Areas as shown on Exhibit B hereof, except: (a) to the extent that may be necessary prior to Rebuilding following destruction or damage, pursuant to the provisions of this Article XIII or following Condemnation pursuant to Article XIX hereof; or (b) at the option of the Party on whose Parcel such Building is located, following destruction or damage that does not require Rebuilding under the terms hereof.
- (b) From and after the date a Party is no longer obligated to operate its Building pursuant to its Operating Covenant, such Party may cause its

Building (or any portion thereof) to be razed or removed. Within one hundred eighty (180) days of any damage or destruction, any portion of a Party's Building not razed or removed will be repaired, as needed, by such Party, in order to make the exterior of the same architecturally harmonious and compatible with the exterior of the other Parties' Buildings. In addition, if any Party does raze or remove any improvements (whether or not following damage or destruction), and does not replace the razed improvements with other improvements conforming to this Agreement's provisions, that Party shall maintain the ground area formerly occupied by the razed improvements in good order and repair and in a sightly manner.

Section 13.7 Certain Alterations, Additions or Improvements.

- (a) Any exterior alteration, addition or improvement to any Building or TBA constructed on the Parties' Parcels or to any of said Parcels subsequent to completion of construction referred to in Sections 5.4 and 6.7 will comply with Sections 5.2 or 6.4, as the case may be, as well as any other applicable Sections and Exhibit B as if such alteration, addition or improvement were part of such Building as originally constructed. No such alteration, addition or improvement will restrict pedestrian and vehicular access to the Shopping Center or result in a reduction of parking spaces below the parking ratio set forth in Section 17.1.
- (b) Developer also shall have the right (at no cost or expense to any other Party) from time to time to alter the design of Mall Occupants' storefronts opening onto the Mall or to otherwise modify or refurbish the decorative features of the Mall Common Area, provided that (a) such modifications or refurbishment shall be consistently performed and applied throughout the Mall, and shall be of equal quality and attractiveness and (b) any modification or refurbishment that changes the design of a Department Store Party's court shall require approval of such Department Store Party as provided in Section 5.1(e). Developer agrees, upon the request of a

party to provide such party with plans for such work which shall be provided for informational purposes only.

ARTICLE XIV

INSURANCE

Section 14.1 Construction Insurance.

(a) Each Party will maintain or require all its contractors and sub-contractors to maintain at its sole cost and expense and to provide evidence thereof throughout any period of time during which it performs any construction of improvements, expansion, remodeling, extensive repairs or maintenance upon its Parcel or the Parcel of another Party, at least the following minimum insurance coverage and limits:

(i) Commercial general liability coverage written on an occurrence basis covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

Required coverages: blanket broad form contractual, personal injury (libel, slander, wrongful eviction, etc.), products/completed operations (which coverage shall not exclude explosion, collapse and underground exposure), broad form property damage.

Required limits:

- (1) \$2,000,000 each occurrence (combined single limits for bodily injury and property damage) (\$1,000,000 shall be acceptable if contractor's umbrella/excess liability insurance is \$25,000,000);
- (2) \$1,000,000 for personal injury liability;
- (3) \$2,000,000 aggregate for products and completed operations (which should be maintained for a three (3) year period following final completion of the work) or throughout the warranty period, whichever is greater;
- (4) \$2,000,000 general aggregate applying separately to each project.

A separate owner's and contractors' protective liability policy may be submitted in lieu of the above commercial general liability policy if a per project aggregate is unavailable.

Required Provisions:

Each of the other Parties shall be an additional insured and such insurance shall provide that the same shall not be canceled, or reduced in amount of coverage below the foregoing requirements, without at least 30 days prior written notice (or 10 days for nonpayment) to each additional insured. If such insurance is canceled or expires then upon notice of such cancellation or expiration the constructing Party shall immediately stop all work until either the required insurance is reinstated or replacement

insurance obtained. This insurance shall be endorsed to be primary over any other valid and collectible insurance.

- (ii) Motor Vehicle Liability Insurance including coverage for owned, hired, and non-owned motor vehicles. The limits of liability shall not be less than \$1,000,000 combined single limit for bodily injury and property damage.
 - (iii) Umbrella/Excess Liability Insurance (which shall include the so-called "following form" provision) in the amount of at least \$5,000,000 where the amount of the contractor's contract exceeds \$1,000,000. If there is no per project aggregate under the commercial general liability policy, the umbrella/excess limit shall be increased to \$10,000,000. If the contract amount is less than \$1,000,000 and the contractor is a subcontractor to a general contractor who maintains at least \$5,000,000 in umbrella/excess liability limits, then the subcontractor shall not be required to carry any additional umbrella/excess liability limits. Notwithstanding the amount of the contractor's contract, if the contractor is a subcontractor to a general contractor who maintains umbrella/excess liability limits of \$25,000,000, then the subcontractor shall be required to carry \$1,000,000 for the insurance coverages described in clauses (a)(1) through (4) immediately above and shall not be required to carry any additional umbrella/excess liability limits.
- (b) Effective upon the commencement of construction of any Building on its Parcel, each Party shall maintain, or cause to be maintained, Builder's Risk property insurance, which includes an ISO "Special Form" perils endorsement, covering loss or damage from, but not limited to, fire, lightning, windstorm, hail, explosion, riot attending a strike, civil commotion, aircraft vehicles, smoke, vandalism, malicious mischief, sprinkler leakage, water damages, and collapse, throughout any period of time during which it performs any construction of improvements, expansion, or remodeling upon its Parcel. Such policy shall also include the perils of flood and earth movement. The proceeds of such insurance shall be payable to the Party and such Party's contractor, as their interests may appear. This insurance will continue in force until such work is completed.
- (c) Each Party shall require evidence of Workers' Compensation with at least statutory limits (containing, where available, an alternate employee endorsement in favor of Developer) and Employer's Liability Insurance from all contractors and subcontractors throughout any period of time

during which it performs any construction of improvements, expansion, remodeling, extensive repairs or maintenance upon its Parcel. The contractor or subcontractor shall carry Employer's Liability limits of at least \$1,000,000 per accident, disease or aggregate by disease. If the Employer's Liability Insurance is carried as companion to the contractor's or subcontractor's Workers' Compensation insurance, then limits of \$500,000 per accident, disease or aggregate by disease is acceptable. Such evidence of insurance will be kept current until such work is completed.

- (d) Notwithstanding anything in this Section 14.1 to the contrary, a Party shall not have to comply with the provisions stated in Sections 14.1(a), (b) and (c) if such Party is eligible to self-insure hereunder or has a net worth, either according to its last published annual report or as audited by an independent certified public accounting firm (not more than eighteen [18] months prior to such date), of at least \$250,000,000 (exclusive of its interest in the Shopping Center). In such case, such Party may cause its contractors and sub-contractors to maintain such insurance coverage as such Party determines in its sole discretion subject, however, to any applicable statutory requirements with respect to Workers' Compensation insurance.

Section 14.2 Liability Insurance for Common Area, Buildings, Employees and Motor Vehicles.

- (a) Developer shall, during the Term, maintain, or cause to be maintained, in full force and effect, Commercial General Liability Insurance covering the Common Area, including the Mall, the Mall Store Building and all other buildings and improvements on the Developer Parcel with an insurer rated A VIII or better in the most recent edition of Best's Insurance Reports, such insurance to afford protection of not less than \$10,000,000 combined single limit per occurrence for personal injuries, including bodily injury, death, blanket broad form contractual liability, libel, slander, wrongful eviction, false arrest, products, completed operations, and broad form

property damage liability to any number of Persons arising out of any one occurrence. Developer shall furnish to the Department Store Parties no later than thirty (30) days prior to the Grand Opening Date and on or before the effective date of any replacement policy, evidence that the insurance referred to in this Section 14.2 (a) is in full force and effect. Such insurance shall name all other Parties as additional insureds thereunder, include a "cross liability" endorsement, shall provide for severability of interests and shall provide that the same may not be canceled or materially altered without at least thirty (30) days prior written notice being given by the insurer to all Parties. If any Party other than Developer will be operating and maintaining the Common Area on its Parcel, the insurance required by this Section 14.2 (a) shall be carried by such Party with respect to the Common Area on its Parcel. Subject to its Separate Agreement, each Party shall pay its Allocable Share of the cost of the insurance required to be carried by Developer pursuant to this Section 14.2 (a) (except to the extent it covers the Mall).

- (b) Each Department Store Party will, severally, during the Term, maintain in full force and effect Commercial General Liability Insurance covering the portions of its respective Parcel not included in Section 14.2 (a) with an insurer rated A VIII or better in the most recent addition of Best's Insurance Reports, such insurance to afford protection of not less than \$10,000,000 combined single limit per occurrence for personal injuries, including bodily injury or death, blanket broad form contractual liability, libel, slander, wrongful eviction, false arrest, products, completed operations, and broad form property damage liability to any number of Persons arising out of any one occurrence. Such insurance shall name all other Parties including Developer, as additional insureds thereunder, include a "cross liability" endorsement shall provide for severability of interests and shall provide that the same may not be canceled or materially altered without at least thirty (30) days prior written notice given by the

insurer to the other Parties. Such insurance need not name the other Parties as additional insureds if the Party required to obtain such insurance meets the requirements for self-insurance set forth in Section 14.4 (i) in which event such Party hereby agrees, without further action on its part, to provide the guaranty set forth in Section 14.4(i).

- (c) Each Party, shall, severally, during the Term, maintain in full force and effect Workers' Compensation with at least statutory limits (containing, where available, an alternate employee endorsement in favor of Developer) and Employer's Liability Insurance (with minimum limits of \$1,000,000 per accident, \$1,000,000 per disease and \$1,000,000 policy limit on disease).
- (d) Each Party shall, severally, during the Term, maintain in full force and effect Motor Vehicle Liability Insurance with coverage for all owned, non-owned and hired vehicles with combined single limits of not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- (e) Each Party, severally, at all times during the Term that such Party provides or causes to be provided, on its Parcel valet parking, shall maintain in full force and effect garage liability insurance coverage with limits of no less than \$1,000,000 per occurrence, \$3,000,000 aggregate per location. Such policy shall name all other Parties to this Agreement as additional insured. Said policy shall also include coverage for garagekeepers legal liability with limits of no less than \$250,000.

Section 14.3 Property Insurance For Completed Improvements.

- (a) Effective upon the completion of Construction of Developer Improvements, Developer covenants with each of the other Parties that (during the period Developer is obligated to operate the Mall, the Mall Store Building or the Shopping Center pursuant to Section 8.2 or is in fact so operating the Mall, the Mall Store Building or the Shopping Center) it shall carry property insurance which includes an ISO "Special Form"

perils endorsement, covering loss or damage from, but not limited to, fire, lightning, windstorm, hail, explosion, riot or strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, sprinkler damages, collapse, and water damage, with extended coverage for flood and earth movement, subject to the definitions and provisions contained in said policy, in an amount equal to one hundred (100%) percent of the replacement cost (exclusive of the cost of excavation, foundations and footings) of the Developer Improvements, insuring against loss or damage from causes or events customarily included in an ISO Special Form perils policy. Developer shall, upon request, furnish to the Department Store Parties no later than 30 days prior to the Grand Opening Date and on or before the effective date of any replacement policy, evidence that the insurance required by this Section 14.3(a) is in full force and effect. Developer agrees that such policies shall contain a provision that the same may not be canceled or materially changed without at least thirty (30) days prior written notice being given by the insurer to the other Parties.

- (b) Effective upon the completion of Construction of its Department Store Building and for so long as such Department Store Building exists, each Department Store Party covenants severally with each of the other Parties that it will carry property insurance which includes an ISO "Special Form" perils endorsement, covering loss or damage from, but not limited to, fire, lightning, windstorm, hail, explosion, riot or strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, sprinkler damages, collapse, and water damage, subject to the definitions and provisions contained in said policy in an amount equal to one hundred percent (100%) of the replacement cost (exclusive of the cost of excavation, foundations and footings) of its Department Store Building, insuring against loss or damage from causes or events that customarily are included in a special form perils policy form. Such policy shall also include the perils of flood and earth movement. Each of the Department

Store Parties, upon request, shall furnish to each other Party, prior to the effective date of any such policy, evidence that the insurance required by this Section 14.3(b) is in full force and effect or that it is self insuring pursuant to Section 14.4. Each Department Store Party agrees that it will use reasonable efforts to secure a provision from its insurer that its policy will not be canceled or materially changed without at least thirty (30) days prior written notice being given by the insurer to each of the other Parties to whom it is required to furnish evidence of such insurance.

Section 14.4 Self-Insurance or Blanket Policy. All insurance required to be carried by the Parties pursuant to Sections 14.2 and 14.3 shall be carried with insurance companies rated A VIII or better in the most recent edition of Best's Insurance Reports and be authorized to do business in Michigan. Nevertheless, the Parties shall have the right to comply with its obligations under Sections 14.2 and 14.3 by means of:

- (i) As to each of the Department Store Parties (but not Developer):

self-insurance to the extent of all or any part of insurance required under said Sections, but only as and to the extent that any such self-insurance is guaranteed to the other Parties by the Department Store Party so self-insuring and the latter will have a net worth, either according to its last published annual report or as audited by an independent certified public accounting firm (not more than eighteen [18] months prior to such date), of at least \$250,000,000 (exclusive of its interest in the Shopping Center), or if such self-insurance plan is furnished through an Affiliate, subsidiary or parent corporation of the Department Store Party, only if such Affiliate, subsidiary or parent corporation will have a net worth, either according to its last published annual report or as audited by an independent certified public accounting firm (not more than eighteen [18] months prior to such date), of at least \$250,000,000 (exclusive of its interest in the Shopping Center) and shall advise the other Parties that it is providing self-insurance and guarantee the other Parties that such Affiliate will perform or cause to be performed the insurance and restoration obligations of the Party on whose behalf such Affiliate is self-insuring; and/or

- (ii) As to each of the Parties (including Developer):

any so-called blanket policy or policies of insurance covering this and other liability and locations of such Party, or an Affiliate, subsidiary or parent corporation of the Party, provided that (x) such policy or policies by the terms thereof shall allocate to the Building and liabilities to be insured hereunder an amount not less than the amount of insurance required to be carried pursuant to Article XIV so that the proceeds from such insurance will be an amount not less than the amount of proceeds that would be available if the Party was insured under a unitary policy and (y) if such blanket commercial general liability insurance policy or policies contain a general policy aggregate less than \$20,000,000 (in constant dollars adjusted for inflation), the Party so insuring shall also maintain excess

liability coverage necessary to establish a total liability insurance limit of \$20,000,000 in constant dollars.

For purposes of subsection (i) of this Section 14.4, a Department Store Party, its Affiliate, subsidiary or parent corporation, shall be deemed to have "guaranteed" such Department Store Party's self-insurance if it agrees to be liable to the extent an insurance company providing the coverages required under this Agreement would have been liable for the claim had such Department Store Party not elected to self-insure.

Section 14.5 Waiver of Subrogation and Contribution. Each Party hereby releases (for itself and to the extent legally possible for it to do so on behalf of its insurer) each of the other Parties from any liability for any loss or damage to property located on the Shopping Center Site, which loss or damage is caused by a risk of the type generally covered by policies of insurance of the type referred to in Sections 14.1(b) and 14.3. Each Party covenants that it will, to the extent such insurance endorsement is available (even if such endorsement requires the payment of a reasonable additional premium), obtain for the benefit of each other Party a waiver of any right of subrogation which the insurer of the former Party might otherwise acquire against any other Party or Parties by virtue of the payment of any loss covered by such insurance. Any Party that cannot obtain a waiver of subrogation from its insurer must so notify the other Parties of this fact in writing, and during such time that the Party cannot obtain such waiver, the provisions of this Section 14.5 concerning the providing of waivers of subrogation by other Parties are void as to that Party.

Section 14.6 Payment of Proceeds.

- (a) Except as otherwise provided in Section 14.6(b), the policy or policies of insurance required by Developer pursuant to Section 14.3(a) and by each Department Store Party pursuant to Section 14.3(b) shall contain a clause providing that any loss of \$500,000 or more under the same shall be payable to a trustee acceptable to the Parties. A Mortgagee of the Developer Parcel will be deemed a trustee acceptable to hold proceeds from insurance on the Developer Improvements for Rebuilding as hereinafter provided. A Mortgagee of a Department Store Party's Parcel will be deemed a trustee acceptable to hold proceeds from insurance on the

Department Store Building on such Party's Parcel for Rebuilding as hereinafter provided. All amounts collected on any such policy or policies will be made available by said trustee or Mortgagee for payment of the cost of Rebuilding any Building or Buildings and other improvements damaged or destroyed, and shall be paid out by the said trustee or Mortgagee from time to time as the work of Rebuilding progresses, upon architects' certificates by architects licensed to do business in the State of Michigan which show the application of the amount paid for such Rebuilding. The loss, if any, under any policy obtained by any Party under this Article XIV shall be adjusted with the insurer by that Party. Any excess monies received from insurance remaining with the trustee after the Rebuilding of such Building or Buildings or other improvements shall be paid to the primary named insured or to its designee. If a Party does not commence Rebuilding the Buildings or other improvements that such Party is required to perform under this Agreement promptly after the date of payment of loss, after damage or loss occasioned by fire or other casualty for which insurance monies are payable, and prosecute the same thereafter with such dispatch as may be necessary to complete the same in a reasonable time with due diligence, but in no event more than twenty-four (24) months (plus the period of delays caused by Force Majeure) after the occurrence of such damage, or loss, then the amount so collected or the balance thereof remaining with the trustee, as the case may be, may at the option of all or any of the other Parties be paid to all or any of them who perform the required Rebuilding.

- (b) The requirements of Section 14.6(a) that losses be payable to a trustee shall not apply:
 - (i) to any loss less than \$500,000; or
 - (ii) to a Department Store Party meeting the requirements for self-insurance under clause (i) of Section 14.4.

In any of the foregoing circumstances, losses shall be payable directly over to the primary named insured, without the necessity of payment to the

trustee as otherwise provided in Section 14.6(a), but this shall not be construed as relieving the Party incurring the loss from the necessity of Rebuilding its Building or Buildings promptly in accordance with the terms of this Agreement.

Section 14.7 Evidence of Insurance. Each Party will furnish to any other Party hereto requesting the same, evidence that the insurance or self-insurance required of it by this Article XIV is in full force and effect. However, if a Party is not required to name the other Parties as additional insureds under the terms of the last sentence of Section 14.2(b) such Party need only provide the requesting Party with evidence that such Party meets the requirements for self-insurance set forth in Section 14.4(a)(i) which evidence shall be provided within thirty (30) days of such request. Each Department Store Party shall use its best efforts to secure a provision from its insurer that all policies of insurance carried by any Party pursuant to this Article XIV, or endorsements issued under any blanket policy or policies covering these liabilities required to be insured against by this Article XIV, may not be canceled or materially altered without at least thirty (30) days prior written notice being given by the insurer to each of the other Parties. The failure of any Party to request such evidence of insurance or self-insurance, or the failure of any Party to provide evidence of such insurance, will not affect the obligation to obtain insurance or self-insure as provided in this Article XIV.

ARTICLE XV

INDEMNIFICATION

Section 15.1 Indemnification.

- (a) Developer and any other Party who takes over maintenance of the Common Area on its Parcel covenants to, and does hereby agree to, indemnify, hold harmless and defend each of the other Parties, from and against all claims and all costs, expenses and liabilities (including reasonable attorney's fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, personal injury, loss or damage whatsoever caused to any Person, or to the property of any Person, that

may occur in or about the Common Area that each such indemnifying Party is then responsible for maintaining, regardless of which Party owns such Parcel. The foregoing indemnity shall not apply to any claims or liabilities arising solely from the active negligence or willful misconduct of the indemnified Party, or its agents, contractors or employees, wherever the same may occur.

- (b) Each Party covenants to and does hereby agree to indemnify, hold harmless and defend each of the other Parties from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of, or any accident, personal injury, loss or damage whatsoever caused to any Person, or to the property of any Person, as shall occur within the Building or the Truck Facilities of such indemnifying Party or upon or about the Common Area of any Department Store party conducting the outdoor sales activities described in Section 12.2(e) during the period of such outdoor sale including set up and tear down. There shall be excluded from such indemnification all claims and liabilities arising solely from the active negligence or willful misconduct of each indemnified Party, its agents, contractors or employees wherever the same may occur.
- (c) Each Party hereto shall promptly notify the indemnifying Party of any asserted claim with respect to which such Party is indemnified against loss by the indemnifying Party hereunder, and the Party giving such notice shall promptly deliver to the other Party the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. The indemnifying Party so notified of any claim against which it has indemnified a Party hereunder against loss shall defend any such suit at its sole cost and expense with attorneys of its own selection and reasonably acceptable to

the indemnified Party, but the Party so indemnified shall have the right, if it sees fit, to participate in such defense at its own expense.

ARTICLE XVI

FORCE MAJEURE

Section 16.1 Performance Excused. Each Party shall (whether or not any particular provision of this Agreement makes specific reference to this Article XVI) be excused from performing any of its duties, obligations or undertakings provided in this Agreement (except any of its duties, obligations or undertakings to pay any sums of money) if and so long as the performance of such duty, obligation or undertaking is prevented, delayed, retarded or hindered by act of God, epidemic, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, civil commotion, sabotage, malicious mischief, strikes, lock-outs, action of labor unions, Condemnation, order of civil or military or naval authorities, embargoes, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Party in question (any and all of which events are defined as "Force Majeure"). Specifically excluded are delays resulting from a Party's inability to obtain financing or a Party's lack of capital. Provided, however, the Party entitled to an extension hereunder shall promptly notify the other Parties in writing within ten (10) days after the occurrence of the event giving rise to a claim of Force Majeure setting forth the circumstances of such event giving rise to a right hereunder to an extension.

ARTICLE XVII

PARKING RATIO

Section 17.1 Required Ratio.

- (a) All vehicular parking spaces will be of the minimum dimensions shown on Exhibit B, which includes a layout of a typical parking module, including aisles between parking spaces.
- (b) In order to maintain the required parking configuration as shown on Exhibit B throughout the Shopping Center, each Party agrees that it will not interfere with or obstruct the Parking Area configuration shown on

Exhibit B, including parking bays and lanes, except as may be necessary in connection with improvements constructed pursuant to Section 6.6 or permitted by Section 5.2, 6.2 and 6.3.

- (c) Each Department Store Party agrees that it will provide or cause to be provided within the Parking Area on its Parcel, at all times from and after the Grand Opening Date and continuing until the Termination Date no fewer than 5.0 automobile parking spaces for each 1,000 square feet of Floor Area (which term for purposes of this Section 17.1 shall mean ninety-six percent (96%) of gross building area) in its Building (including any expansion of the Sears Building as provided herein from and after the date of such expansion.) Each Department Store Party severally agrees with the other Parties to take no action that would reduce the parking ratio below that specified herein.
- (d) Developer agrees that it will provide or cause to be provided within the Parking Area on the Shopping Center Site, at all times from and after the Grand Opening Date and continuing until the Termination Date an overall parking ratio of no fewer than 5.0 automobile parking spaces for each 1,000 square feet of Floor Area in the Shopping Center; provided, however, that to the extent that the Floor Area of all Buildings in the Shopping Center exceeds 900,000 square feet, the parking ratio may be reduced on the Developer Parcel so that the overall parking ratio for the Shopping Center is no fewer than 5.0 automobile parking spaces for each 1,000 square feet of Floor Area up to 900,000 square feet of all Buildings in the Shopping Center and not less than 4.5 automobile parking spaces for each 1,000 square feet of Floor Area in excess of 900,000 square feet. Developer shall provide not less than 650 automobile parking spaces for the theatre, and the Floor Area of the theatre shall be deducted from the Floor Area of Buildings in the Shopping Center for purposes of the foregoing 5.0 and 4.5 parking requirements.

Section 17.2 Multi-Level Parking Structures. No multi-level parking structures (i.e. parking decks) will be allowed in the Shopping Center Site (other than those shown on Exhibit B) without the prior written consent of all Parties, which consent may be withheld in the sole and absolute discretion of each Party.

ARTICLE XVIII

REAL ESTATE TAXES, WATER AND SEWER RATES AND OTHER CHARGES

Section 18.1 Covenant to Pay. Each Party covenants to pay with respect to its Parcel, all real estate taxes and assessments, all water and sewer rates (charged by governmental authorities), all charges for any services of utilities, if any, provided to its Parcel through the Common Utility Facilities, and all assessments hereafter made by governmental authorities for improvements hereafter commenced; provided, however, that Developer will pay all such assessments made at any time on any Parcel by reason of the Work described in Article II or any other off-site work required to be performed by Developer or in connection with the construction and operation of the Shopping Center. Each Party's utilities shall be separately metered and the cost thereof paid by such Party.

Section 18.2 Right to Contest or Appeal. Each Party may defer payment of any such taxes, assessments, rates or charges payable by them, respectively, as aforesaid, while appealing or contesting the validity and/or amount thereof, provided that such contest shall be in good faith and that any such Party shall, upon receiving a final adverse ruling or decision, immediately pay any such taxes, assessments, rates or charges payable, and at all times take such steps as may be necessary, including the payment thereof under protest, to ensure that foreclosure or sale of the property in question will not occur.

ARTICLE XIX

CONDEMNATION

Section 19.1 Restoration Upon Condemnation. Subject to the provisions of Section 19.2, if any improved portion of the Parcel of any of the Parties is Condemned, the Party owning the Parcel or Parcels upon which the Condemnation occurs will promptly notify the other Parties thereof and will, insofar as it is practicable to do so in the reasonable exercise of good faith judgment of such Party, promptly upon payment of

the award thereof, Rebuild any Building or improvement on its Parcel to the extent of such award. To the extent that the amount of the award may be insufficient to Rebuild both the Building and the other improvements (including the Parking Area) on the Condemned Parcel, then the award shall be allocated in the following priorities:

- (a) First, Rebuild the Parking Area on the Condemned Parcel (giving preference to ground level Parking Area and only afterwards, with the consent of the Parties, to a multi-level parking structure unless the multi-level parking structure is shown on Exhibit B) to provide for the minimum number of automobile parking spaces required by Section 17.1 to support the Floor Area that will exist on the Condemned Parcel after post-Condemnation Rebuilding has been completed;
- (b) Second, to the extent that any portion of the award remains, Rebuild the other non-Building improvements on the Condemned Parcel; and
- (c) Third, to the extent that any portion of the award remains, Rebuild the Building(s) on the Condemned Parcel.

In no case, however, shall a Party be required to Rebuild after Condemnation, if such Party would not similarly have been required to Rebuild under Article XIII had damage or destruction taken place on such Party's Parcel. In addition, nothing contained in this Article XIX shall be deemed to require any Party to construct a multi-level parking structure on its Parcel following Condemnation if no such multi-level parking structure existed on such Party's parcel immediately prior to Condemnation.

If any Party required to Rebuild receiving the proceeds of such an award in an amount in excess of \$500,000 does not then, meet the requirements for self-insurance under Section 14.4(i), such proceeds will be paid over to a trustee or to a Mortgagee designated pursuant to Section 14.6. Such proceeds shall be made available to such Party for the Rebuilding required by this Section and shall be paid out by the said trustee or Mortgagee from time to time as the work of Rebuilding progresses, upon architects' certificates by architects licensed to do business in the State of Michigan which show the application of the amount paid for such Rebuilding. In the case of any Party not beginning any Rebuilding of improvements which that Party is required to perform under

this Agreement promptly after the date of payment of the award and prosecuting the same thereafter with such dispatch as may be necessary to complete the same in a reasonable time with due diligence but in no event more than twenty-four (24) months (plus the period of delays caused by Force Majeure) thereafter, then the proceeds so collected or the balance thereof remaining with the trustee or Mortgagee, as the case may be, may at the option of all or any of the other Parties be paid to all or any of them who shall have performed the required Rebuilding. Any excess proceeds remaining after the required construction and/or Rebuilding will belong to the Party owning the Condemned Parcel for which the award was made. Should so much of a Party's Parcel be condemned that such Party is not required by Section 19.2 to Rebuild, but, rather, to raze, remove or level certain improvements and to convert that portion of its Parcel upon which those improvements were previously located to Parking Area (either landscaped or paved), upon compliance with this Article XIX, any excess funds remaining after the required razing, removing or leveling will belong to the Party owning the Condemned Parcel for which the award was made.

Section 19.2 Termination of Operations. If so much of a Parcel is Condemned that it is impracticable, in the good faith reasonable business judgment of the Party owning such Parcel, to operate thereon the improvements that the Party owning such Parcel is required to operate or is operating pursuant to this Agreement or if, as a result of Condemnation, there is available within the Shopping Center Site fewer than 4.0 (or such greater number as is required by applicable law) automobile parking spaces for each 1,000 square feet of Floor Area in the Shopping Center Site and a Party elects to cease operating its improvements, then such Party shall be released from all obligations to operate, to maintain and insure the Common Area on its Parcel and to pay Common Area Maintenance Costs under this Agreement and its Separate Agreement, effective at the date of such Condemnation, provided such Party notifies all other Parties of its election to so cease operating within ninety (90) days of the effective date of such Condemnation. If Developer so elects to cease operating, each Department Store Party may likewise cease operating. For purposes of determining "impracticability" under this Section 19.2, if so much of a Party's Parcel is Condemned that there is available on said Parcel fewer than

4.0 (or such greater number as is required by applicable law) automobile parking spaces for each 1,000 square feet of Floor Area in said Party's Building, such unavailability shall be deemed at said Party's option, to render the operation of the improvements thereon "impracticable." Provided, however, that the immediately preceding sentence shall not be read to necessarily imply that a Condemnation that leaves, on that Party's Parcel that is Condemned, more than a 4.0/1,000 parking ratio renders the operation of the improvements thereon "practicable." If any improvements of any Party will be partially taken and such Party elects not to Rebuild the same (if such Party is not obligated to do so under this Article XIX) such Party will promptly raze and level such remaining improvements as it chooses and convert the affected land into Parking Area (either landscaped and/or paved). Developer shall, without cost to any Department Store Party, maintain such Parking Area, and any other Common Area on the Parcel of a Department Store Party electing to cease operating under this Section 19.2, in good order and repair and in a sightly manner for the Term of this Agreement. Developer shall also continue to maintain liability insurance on such Common Area in accordance with Section 14.2 for the Term of this Agreement. Nothing in this Section 19.2 shall be deemed to modify the required parking ratio on each Party's Parcel set forth in Section 17.1; except that should the number of automobile parking spaces on a Party's Parcel be reduced (by reason of Condemnation) to no fewer than 4.0 for each 1,000 square feet of Floor Area in said Party's Building, then such Party will not be required to provide additional automobile parking spaces to bring the parking ratio on its Parcel up to the parking ratio required in Section 17.1.

Section 19.3 Condemnation Does Not Affect Easements. A Condemnation will not affect the existence of the easements or licenses referred to in Article IV, except to the extent that they are taken as part of the Condemnation.

Section 19.4 Waiver of Award. Except for any award attributable to any easements which are perpetual under Article IV, each of the Parties waives in favor of any Party whose Parcel or any portion thereof is Condemned any value attributable to any easements or licenses of the former and in the Parcel of the latter as to any award for the

Condemnation; and no part of such award or proceeds will be payable to the owner of the dominant tenement by virtue of such easement or licenses.

Section 19.5 Dedication by Developer. Developer shall have the right to dedicate green space and other landscaped areas along the perimeter of the Shopping Center to the City of Grandville, the State of Michigan or other public entities for slope maintenance, greenbelt, bike paths and other public purposes.

Any such dedication shall be without cost to any Department Store Party, whether such cost be in the form of additional Common Area Maintenance Costs or otherwise.

ARTICLE XX

SIGNS

Section 20.1 Covenants. Developer covenants and agrees that it will not at any time install or use or permit the installation or use of any signs or other advertising devices in or on the Mall or the exterior of the Mall Store Building or any part or parts thereof (or the interior thereof when such signs or advertising devices would be visible from outside of the particular premises) or anywhere on the Shopping Center Site which will not strictly comply with the requirements of Exhibit C. Developer further covenants and agrees that the Occupants of the Developer Parcel or any portion or portions thereof shall comply with the requirements of Exhibit D. Each Department Store Party agrees that it will comply with Parts III and IV of Exhibit C.

Section 20.2 Amendments. Exhibits C and D are each subject to amendment by agreement among the Parties, but no such amendment will invalidate the continued existence or require replacement of a sign that was proper under Exhibit C or Exhibit D when installed.

ARTICLE XXI

SALE, ASSIGNMENT, TRANSFER AND ENCUMBRANCE OF PARCELS - SUCCESSORS AND ASSIGNS BOUND AND BENEFITED

Section 21.1 Certain Definitions for this Article. The following terms will have the following meanings when used in this Agreement:

- (a) "Transfer" means a sale, assignment, grant, release, lease or other conveyance (other than in a Condemnation) of the fee of a particular

Parcel including the sale portion of a Sale and Leaseback, but excluding the making of a Mortgage;

- (b) "Transferor" means the seller, assignor, grantor or transferor in a particular Transfer;
- (c) "Transferee" means the purchaser, assignee, grantee or transferee in a particular Transfer and a "Permitted Transferee" is a Transferee in a Transfer made in compliance with the provisions of Section 21.2(a)(i) or (ii) or 21.3, as applicable;
- (d) "Affiliate" means, with respect to any Person, another Person controlled by, or controlling, or under common control with, the Person in question ("control" for this purpose means the legal or beneficial ownership of in excess of fifty percent (50%) of the voting securities or of the legal and equitable interest of the Person controlled);
- (e) "Mortgage" shall have the meaning set forth in Section 1.1(ff) of this Agreement;
- (f) "Sale and Leaseback" or "Lease and Subleaseback" means a Transfer in which the Transferor, or an Affiliate thereof, acquires as part of the same transaction, a leasehold or subleasehold interest in all or substantially all of the property transferred; and
- (g) "Institutional Lender" means a bank, insurance company, pension fund, pension trust, real estate investment trust, foundation and any other Person that is generally regarded in the real estate financing field, at the time in question, as an "institutional lender".

Section 21.2 Rights to Make a Transfer, Mortgage or Sale and Leaseback.

- (a) Each Party shall have the right at any time, and from time to time, (x) to Transfer its Parcel, (y) place a Mortgage on its Parcel or (z) consummate a Sale and Leaseback or Lease and Subleaseback of its Parcel and its entire interest under this Agreement, but subject and subordinate to this Agreement and subject further to the following:
 - (i) A Transfer by Developer prior to the date of completion by Developer of the Work in accordance with Article II and the Mall

and Mall Store Building in accordance with Article V and the Grand Opening Date, may be made only to a Transferee who is a responsible developer approved by the Department Store Parties in their sole and absolute discretion. With respect to any Transfer by Developer after the date of completion of such Work and the Grand Opening Date, the Transferee shall have a net worth in excess of \$50,000,000 (exclusive of its interest in the Shopping Center) and shall be an institutional investor or other entity of good repute and shall either be experienced in the operation of first-class regional enclosed mall shopping centers or shall agree to employ experienced professional management for the Shopping Center; "experienced" shall mean that such party or its predecessor by merger or acquisition has managed for at least three full years at least five first-class regional enclosed shopping centers that are at least as large as the Shopping Center.

- (ii) A Transfer (other than a Sale and Leaseback or Lease and Subleaseback) of a Department Store Parcel by a Department Store Party during the term of such Party's Operating Covenant shall not release the Transferor from its Operating Covenant unless the Transferee is an Affiliate of such Department Store Party or a Person which shall have succeeded to the business of such Department Store Party as such phrase is defined in Section 21.3 and subject to the provisions of Section 21.3.
- (iii) In order for the Transferor to be released from all further obligations imposed by this Agreement, there shall be delivered to the other Parties (delivery thereof to be a condition of such transfer and release), a written undertaking ("Assumption Agreement"), in which the Transferee expressly assumes and covenants effective upon the making of such Transfer, to perform and be bound by all the terms, covenants and conditions under this Agreement to be performed by the Transferor including, without limitation, this Article XXI being applicable to any future Transfer of such Parcel and, in the case of a Transfer by Developer, the terms, covenants and conditions to be performed by Developer on or with respect to the Hudson's Parcel, the Kohl's Parcel, the Penney Parcel, the Sears Parcel and/or the Younkers Parcel.
- (iv) Subparagraph (iii) above shall not apply to a Sale and Leaseback or Lease and Subleaseback in which the Transferee is an Institutional Lender (or a non-Institutional Lender who as part of the same transaction is procuring all or a major portion of the funds for such purchase by means of a Mortgage). The Transferee in such Sale and Leaseback or Lease and Subleaseback, and its successors and assigns, shall not be required to assume the terms, covenants and conditions under this Agreement to be performed by the Transferor or to execute an Assumption Agreement and shall therefore not be personally liable to other Parties for default in performance of any of the terms, covenants or conditions under this Agreement to be performed in respect of the Parcel being transferred; but the Transferor (and, if applicable, Affiliate), as holder of the leasehold or subleasehold interest under the lease that is a part of such Sale and Leaseback or Lease and Subleaseback shall continue to be bound thereby (if it is otherwise liable therefor on any other basis) for the benefit of the other Parties to this Agreement. Provided, however, if the leasehold or subleasehold interest created in such Sale and Leaseback or Lease and Subleaseback is terminated, surrendered or expires, the Transferee, or its successor or assign at such time as owner (or lessor in the case of a sublease) of such

Parcel, shall, without further act, become (and shall be deemed to have agreed so to become) liable upon such terms, covenants and conditions, to the extent thereafter there are any terms, covenants and conditions under this Agreement to be performed with respect to such Parcel, but in all instances subject to the provisions of Section 21.2(d) (and the Hudson's, Kohl's, Penney, Sears and/or Younkers Parcel, if the Transfer is of the Developer Parcel and Developer is obligated to perform any terms, covenants and conditions under this Agreement with respect to such Parcel(s)) on that date when such lease is terminated or is surrendered or expires, but only if, and so long as, such Transferee, or its successor or assign at such time, is owner thereof, but has not entered into another lease under which a tenant makes, for the benefit of the other Parties to this Agreement, an undertaking with the same effect as if it had been the Transferee in a Transfer under subparagraph (i) or (ii) of this Section 21.2 (a), as the case may be, and had executed an Assumption Agreement.

- (b) Upon the consummation of a Transfer (other than a Sale and Leaseback or Lease and Subleaseback), the Transferor shall, upon delivery to the other Parties of an Assumption Agreement, be released from any and all liability that would thereafter arise from or in connection with any obligation imposed by any term, covenant or condition of this Agreement and to be performed by the Party that owns the Parcel so Transferred (and as to the Hudson's Parcel and/or the Kohl's Parcel and/or the Penney Parcel and/or the Sears Parcel and/or the Younkers Parcel, if the Transfer is of the Developer Parcel and Developer is obligated to perform any obligation imposed by this Agreement with respect to such Parcel), but the Transferor will remain liable for all such liability for events theretofore occurring prior to the Transfer; provided, however, a Transferor in a Transfer which violates the restrictions set forth in Section 21.2(a) shall not be so released from liability, including without limitation, its obligation to operate under Section 21.2 (a) (ii).
- (c) In the event of the making of any Mortgage by the then owner(s) of any Parcel, the Mortgagee will take its interest subject and subordinate to this Agreement, provided that nothing in this Agreement contained shall be deemed to make the Mortgagee liable to perform any term, covenant or condition under this Agreement to be performed by the Party that owns the Parcel in question (except for acts, omissions or defaults, other than those

personal to a Party, which are of a continuing nature and of which the Mortgagee receives written notice within a reasonable time after the occurrence of the same; in which case, however, the liability of the Mortgagee to cure existing or future defaults of a Defaulting Party (as defined in Section 11.1) shall only accrue after such Mortgagee becomes a mortgagee in possession or acquires title to such Parcel by foreclosure or deed in lieu thereof (but in all instances subject to the provisions of Section 21.1(d)) and shall continue for so long as it is a mortgagee in possession or holds such title). If and when title to such Parcel becomes vested in any Person other than a Mortgagee as a result of a default under said Mortgage, such Person shall become liable for the performance of any such term, covenant or condition thereafter to be performed and it will remain so liable so long as such title is vested in it. Neither the making of such Mortgage nor its foreclosure will release the maker thereof from any liability it would have had under this Agreement had such Mortgage not been made.

- (d) Notwithstanding the foregoing and anything else contained in this Agreement: (i) no Person in which title to any of the Department Store Parties' Parcels shall so become vested as a result of or following a default under any Mortgage of such Parcel, and (ii) no Person who is, or succeeds to the interest of, the Transferee under a Sale and Leaseback or Lease and Subleaseback of any of the Department Store Parties' Parcels shall be deemed to be obligated to perform the obligations of any of the Department Store Parties under Section 8.1 unless in such case such Person is an Affiliate of the original Transferor.
- (e) While in no way restricting the right of a Party to place a Mortgage on its Parcel or to enter into a Sale and Leaseback or a Lease and Subleaseback, any Party so doing shall be solely responsible for, and shall hold each of the Parties harmless from, any charges, fees, costs or the like (including but not limited to administrative charges, processing fees, out-of-pocket

costs or fees of outside counsel) charged by its Mortgagee or Transferee-Lessor under a Sale and Leaseback or a Lease and Subleaseback as consideration for or in connection with the giving of its (i.e., the Mortgagee's or the Transferee-Lessor's) consent and subordination to any modification of, restatement of or amendment to this Agreement, or of any easement, estoppel certificate or other matter provided for in this Agreement.

Section 21.3 Certain Successors to the Department Store Parties.

Notwithstanding anything to the contrary herein contained, if a Department Store Party Transfers its Parcel to any Affiliate or to any Person that, as the result of reorganization, merger, consolidation or sale of stock or assets, or otherwise succeeds to the "business of such Department Store Party" then the Transferor shall thereupon be released from all further obligations including its Operating Covenant imposed by this Agreement and/or by any Separate Agreement provided that the Transferee, by written instrument in recordable form, expressly assumes any and all of its obligations hereunder (including such Operating Covenant) and the obligations contained in any Separate Agreements to be kept and performed by the Transferor as to the Parcel so transferred. A Transferee shall be deemed to have succeeded to the "business of such Department Store Party" if such Transferee acquires as described above: (i) in the case of Hudson's, all or substantially all of Hudson's department stores in the State of Michigan but not less than six (6) department stores in the State of Michigan, (ii) in the case of Kohl's, all or substantially all of Kohl's department stores in the State of Michigan but not less than ten (10) department stores in the State of Michigan, (iii) in the case of Penney, all or substantially all of Penney department stores in the State of Michigan but not less than twenty-six (26) department stores in the State of Michigan, (iv) in the case of Sears, all or substantially all of Sears department stores in the State of Michigan but not less than thirteen (13) department stores in the State of Michigan, and (v) in the case of Younkers, all or substantially all of its department stores operating under the name "Younkers" in the States of Michigan and Wisconsin but not less than ten (10) department stores in the States of Michigan and Wisconsin, and in each such case described in (i) through (v)

above, the operation of a department store in the Transferor's Building as part of an integrated department store chain by a Transferee which has succeeded to the "business of such Department Store" shall constitute operation by a Permitted Transferee for purposes of compliance with the Transferor's Operating Covenant under Section 8.1 and this Section 21.3. Notwithstanding the foregoing, if the Transferee is an Affiliate of a Department Store Party, such Department Store Party shall not be released from its Operating Covenant.

Sears may Transfer the Sears TBA, and that portion of the Sears Parcel lying outside the Ring Road upon which the Sears TBA is located, to an Affiliate of Sears without having the Affiliate assume any of Sears' obligations under this Agreement, provided that the Sears TBA, during the Term, shall be used only for the uses set forth in Section 1.1 (aaa) and provided further that the portion of the Sears Parcel so Transferred shall be subject to the terms and conditions of this Agreement. Sears shall not be released from any obligations under this Agreement as a result of such a Transfer of the Sears TBA to an Affiliate of Sears.

Section 21.4 Successors and Assigns Bound and Benefited. This Agreement will be binding upon and inure to the benefit of each Party and its respective successors and assigns, subject to this Article XXI.

ARTICLE XXII

NOTICES

Section 22.1 Place and Manner of Notice. Any notice, demand, request, consent, approval, designation or other communication that any Party is required or desires to give, make or communicate to any other Party will be in writing and will be given, made or communicated in person or by United States registered or certified mail, return receipt requested, with postage fully prepaid, or by an independent, nationally recognized overnight delivery service that provides receipts to indicate delivery, addressed to:

in the case of Developer:

GGP-Grandville L.L.C.
c/o General Growth Properties, Inc.
110 North Wacker Driver
Chicago, Illinois 60606

Attention: President
(312) 960-5000

with a copy to:

GGP-Grandville L.L.C.
c/o General Growth Properties, Inc.
110 North Wacker Drive
Chicago, Illinois 60606
Attention: General Counsel
(312) 960-5000

in the case of Kohl's:

Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Chairman
(262) 703-7000

with a copy to:

Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051
Attention: Law Department
(262) 703-7000

in the case of Hudson's:

Target Corporation
c/o Target Stores
1000 Nicollet Mall
Minneapolis, Minnesota 55403
Attention: Property Administration
(612) 370-6948

with a copy to:

Target Corporation
777 Nicollet Mall
Minneapolis, Minnesota 55402
Attention: Property Administration
(612) 370-6948

in the case of Penney:

J. C. Penney Properties, Inc.
Attention: Vice President - Real Estate
P.O. Box 10001
Dallas, Texas 75301-2105
(972) 431-1626

and:

J.C. Penney Company, Inc.
Attention: Real Estate Counsel (2105)
P.O. Box 10001
Dallas, Texas 75301-2105
(972) 431-1626

if by overnight delivery use the following address for each of above in lieu of post office box in the case of Penney:

J. C. Penney Company, Inc.
6501 Legacy Drive
Plano, Texas 75024-3698
Attention: Real Estate Counsel (2105)
(972) 431-1626

in the case of Sears:

Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attention: Vice President, Real Estate
Department 824RE
(847) 286-2500

with a copy to:

Sears Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attention: Assistant General Counsel
Real Estate Department 766X
(847) 286-2500

in the case of Younkers:

Parisian, Inc.
5810 Shelby Oaks Drive
Memphis, Tennessee 38134
Attention: Senior Vice President Real Estate
(901) 372-4300

with a copy to:

Parisian, Inc.
750 Lakeshore Parkway
Birmingham, Alabama 35211
Attention: General Counsel
(205) 940-4000

subject to the right of any Party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, designation or other communication so sent by registered or certified mail will be deemed to have been given, made, received, or communicated, as the case may be, on the date of delivery as shown on the return receipt; and any notice, demand, request, consent, approval, designation or other communication sent or delivered in any other manner will be deemed given, made, received or communicated, as the case may be, as of the time of the actual delivery thereof. In addition,

- (i) from and after the date that a Party receives notice from another Party containing the name and address of such Party's Mortgagee, each Party will give any and all notices given to such Party to the holder of the Mortgage covering such Party's Parcel (such obligation to continue whether or not such Mortgagee is in possession of any Parcel of any Party); and
- (ii) each Party may designate no more than two (2) other Persons to whom a copy of any notice will be sent.

Section 22.2 Legend on Notices. A notice under any provision of this Agreement shall be in writing and wherein it is provided that the failure to take certain action with respect to such notice within the period of time therein specified, it shall have the result prescribed therein if it contains the following legend, in capital letters:

THIS IS A NOTICE UNDER SECTION (here appropriate Section number is to be inserted) OF THE RIVERTOWN CROSSINGS CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT WHICH REQUIRES ACTION TO BE TAKEN WITHIN (here appropriate number of days, applicable time limitation, etc. is to be inserted). FAILURE TO RESPOND WITHIN THE TIME PERIOD SET FORTH ABOVE MAY RESULT IN THE LOSS OF RIGHTS AS SET FORTH IN THE REA.

If the notice does not contain the aforementioned legend, the failure to take certain action with respect to such notice within the period of time specified in the Section in question will not have the therein prescribed result.

Section 22.3 Drawings and Specifications. Notwithstanding the foregoing, all architectural and engineering drawings, specifications or other similar documents relating to the planning and/or performance of work under Articles II, V or VI will be given or sent in the ordinary course of usual practice under the circumstances among architects, engineers and owners, without regard to the above requirements for service or mailing, if any Party will designate by notice to the others, an architect, engineer, or employee to receive the same.

ARTICLE XXIII

DEVELOPMENT OF PERIPHERAL PARCELS

Section 23.1 Peripheral Parcels. Developer hereby covenants and agrees with the Department Store Parties that, during the term of this Agreement, the Peripheral Parcels shall be as shown on Exhibit B and shall be subject to this Agreement and the restrictions and requirements set forth in the attached Exhibit E. If Developer's Mortgagee shall take possession of or be a successor in title to or a receiver in foreclosure shall hold possession of, or a bona fide Transferee of Developer's Mortgagee shall purchase at a foreclosure sale, the Developer Parcel ("Mortgage Event") said Developer's Mortgagee (including said receiver in foreclosure and any bona fide Transferee of Developer's Mortgagee at a foreclosure sale) shall not be responsible for maintaining such Peripheral Parcels not included in the Mortgage Event. If a Mortgage Event shall occur: (a) the sole remedy of such Department Store Parties for a breach of the Developer's covenants or obligations under this Article XXIII or otherwise in connection with said Peripheral Parcels shall be against Developer and the sole remedy for a breach of the obligations of the respective owners from time to time of the Peripheral Parcels shall be against such then owner or owners of the Peripheral Parcels, and (b) in no event (except if the Peripheral Parcel and the Developer Parcel are under the same ownership or such owners are Affiliates) shall the Department Store Parties seek any remedy against the Developer Parcel, nor shall said Department Store Parties seek to set off any amounts due such other Parties for breach of the Developer's covenants under this Article XXIII or otherwise in connection with the Peripheral Parcels against any other payments due from such Department Store Parties to the Developer under this Agreement or any other agreement specifically referred to herein. So long as Developer or an Affiliate of Developer is owner of the Developer Parcel, Developer shall remain personally liable to the Department Store Parties for the performance of the covenants with respect to the Peripheral Parcels under this Article XXIII. Should Developer Transfer its interest in the Developer Parcel to a Transferee (other than an Affiliate of Developer) as provided in Article XXI, such Transferee shall have no obligation to Department Store Parties with respect to the covenants applicable to the Peripheral Parcels as set forth in this Article

XXIII unless said Transferee shall also then become the owner of the "unsold" (i.e. not previously transferred to third-party users of the Peripheral Parcels) Peripheral Parcels. If Developer so Transfers its interest in the Developer Parcel, but retains its interest in the "unsold" Peripheral Parcels, then Developer shall only remain personally liable to the Department Store Parties for the performance of the covenants applicable to the Peripheral Parcels as set forth in this Article XXIII to the extent that any Peripheral Parcels are then "unsold" with said personal liability ceasing with respect to each Peripheral Parcel as it becomes "sold." Developer shall no longer be personally liable to the Department Store Parties for the performance of the covenants with respect to obligations accruing after the date of Transfer as to the Peripheral Parcels under this Article XXIII at such time that neither Developer nor any Affiliate of Developer is an owner of the Developer Parcel or an owner of any of the Peripheral Parcels, but Developer shall remain liable for failure to perform its obligations hereunder accruing on or prior to the date of Transfer.

Section 23.2 Ring Road, Access Road and Common Utility Facilities Easements. Subject to Sections 4.11(g) and (h), Developer shall have the right to grant to any Person occupying all or part of a Peripheral Parcel, the benefit of the non-exclusive use of the easement for the Access Roads and the Ring Road (but not the Parking Area) provided that such Person agrees in writing to contribute toward Developer's cost of operating and maintaining the Access Roads and the Ring Road. Developer shall also have the right to grant to any Person occupying all or part of a Peripheral Parcel the benefit of the non-exclusive use of the easement for the Common Utility Facilities provided that such Person agrees in writing to contribute toward Developer's cost of maintaining Common Utility Facilities and provided further such use will not diminish the quantity or quality of the service of such utility available to the Department Store Parties (for their use as a Department Store as contemplated by this Agreement including, without limitation, any building expansion rights granted herein) and, except that this grant shall not be deemed to permit such Person to enter upon the Common Area on a Party's Parcel (other than that portion of a Party's Parcel consisting of Ring Road or Access Road) for the purpose of tapping into or connecting into the

Common Utility Facilities, and in such case only in accordance with the requirements and conditions set forth in Section 4.12 of this Agreement, without the prior written consent of such Party.

Section 23.3 Not Parties to Agreement. No Person owning or using a Peripheral Parcel shall, by reason of such ownership or use, (a) be considered a Party to this Agreement, (b) be entitled to any benefits under this Agreement, except as specifically provided for in this Agreement or (c) possess any approval rights under this Agreement.

ARTICLE XXIV

ADDITIONAL COVENANTS OF DEVELOPER

Section 24.1 Additional Covenants. Developer covenants and agrees that, subject to the provisions of Articles VIII, X, XIII, XVI and XIX, it will continuously manage and operate, or cause to be managed or operated, the Mall and the Mall Store Building in the following manner:

- (a) As a complex of retail stores and commercial enterprises that is a part of a first-class regional enclosed mall shopping center development;
- (b) Developer will use its reasonable efforts to:
 - (i) at the opening of the Mall and Mall Store Building to the public, have one hundred percent (100%) of the Floor Area in the Mall Store Building leased and open for business and to keep it so leased and opened for the period required pursuant to Section 8.2;
 - (ii) have at all times a proper mixture and balance of Occupants evenly disbursed throughout the Mall Store Building that represent a sound and balanced diversification of merchandise, are well qualified and willing to direct an intensive and continuous merchandising and promotional program, are of good financial condition and repute and will fixture, decorate and maintain their respective store premises in a tasteful and decorous manner having regard for the general standards of appearance prevailing in the Shopping Center; and
 - (iii) maintain a quality of management in operation which is not less than that generally adhered to in other similar first-class regional enclosed mall shopping centers in the State of Michigan.
- (c) Developer will not change, modify or alter the configuration of the interior of the Common Area or the exterior of the Mall Store Building in any material respect without the prior approval of the Department Store Parties, which approval shall not be unreasonably withheld. Any change,

modification or alteration shall comply with the requirements of Section 13.7.

ARTICLE XXV

MISCELLANEOUS

Section 25.1 No Waiver. No waiver of any default by any Party hereto shall be implied from any omission by any Party or Parties hereto to take any action in response to such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant of this Agreement. The consent or approval by any Party or Parties to or of any act or request by any other Party or Parties requiring consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar acts or requests. The rights and remedies of every Party shall be deemed to be cumulative and none of such rights or remedies at law or in equity which any Party or Parties might otherwise have from a default under this Agreement and no exercise of any right or remedy by a Party or Parties hereto shall impair any such Party's or Parties' standing to exercise any other right or remedy. Furthermore, any remedies of any Party specifically provided for shall be deemed additional to any and all other remedies to which any of them may be entitled in law or equity, and shall include the right to restrain by injunction any violation or threatened violation by any Party of any of the terms, covenants or conditions of this Agreement and by decree to compel performance of any such terms, it being agreed that the remedy at law for any breach of any such term is not adequate. Nothing in this Section 25.1 shall derogate from the provisions of this Agreement where certain provisions as to exclusivity of remedy are expressly set forth.

Section 25.2 Interest. Any sums payable by any Party to any other Party pursuant to this Agreement that are not paid when due will bear interest from the date payment became due at the rate of two percent (2%) in excess of the "Prime Rate"

compounded daily, as hereinafter defined, but in no event exceeding the maximum rate per annum permitted by Michigan law. As used herein, the Prime Rate will mean the rate of interest announced from time to time by the First Bank NA, Minneapolis, Minnesota (or its successor) as such bank's prime rate.

Section 25.3 No Relationship of Principal and Agent. Neither anything contained in this Agreement nor any acts of the Parties, including the acts of Developer in compliance with its maintenance obligations set forth herein, will be deemed or construed by any Party or Parties or by any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any association between or among any of the Parties.

Section 25.4 Separability of Void Provisions. If any provision of this Agreement, or the application thereof to any Party or Parties, and/or any Person and/or circumstances will be held to be invalid, void or illegal, the remaining provisions and/or the application of such provisions to any Party or Parties and/or any circumstances other than as to those which it is held to be invalid, void, or illegal, will nevertheless remain in full force and effect and not be affected thereby, and the Parties agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement held to be invalid, void or illegal.

Section 25.5 Captions. The captions of the Sections, Articles and Table of Contents of this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. This document is the result of an arms-length transaction among the Parties and is to be construed according to its fair meaning and not strictly against any Party or Parties.

Section 25.6 Governing Law. This Agreement will be construed, interpreted and applied under the laws of the State of Michigan.

Section 25.7 Amendment. This Agreement may be amended or terminated by, and only by, the written agreement of all the Parties hereto or their successors or assigns. Nothing herein will be deemed to prohibit any agreement between any two (2) Parties supplementing this Agreement which deals with the rights, duties and obligations of those Parties to each other.

Section 25.8 Right to Enjoin. In the event of any violation or threatened violation by any Party or any Occupant of any part of the Shopping Center Site of any of the terms of this Agreement, any of the Parties will have the right, in addition to any other rights and remedies at law or in equity, to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation.

Section 25.9 Counterparts. This Agreement may be signed in several counterparts, each of which will be deemed an original and all such counterparts together will constitute one and the same instrument.

Section 25.10 Exhibits. The Exhibits attached hereto and referred to herein are hereby incorporated into and made a part of this Agreement as fully as if set forth in full herein. Any reference to any Exhibit contained within this Agreement will be deemed to mean any Exhibit to this Agreement as from time to time amended by the Parties.

Section 25.11 No Gift or Dedication. Nothing herein contained will be deemed to be a gift or dedication of any portion of the Shopping Center Site to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purpose expressed.

Section 25.12 Covenants Run with Land. The agreement of the Parties set forth in this Agreement will be construed as covenants and not as conditions and that, to the fullest extent legally possible, all the covenants of the Parties will run with the land.

Section 25.13 No Brokers. The Parties represent, warrant and agree each to and with the others that no broker, agent or realtor was involved in the negotiations of, or the sale of property to or by it preceding this Agreement and each Party hereby agrees to indemnify and hold harmless the others against any claims by any such broker, agent or realtor originating or based upon any contact, actual or alleged, with the indemnifying Party, including, without limitation, reasonable counsel fees and disbursements.

Section 25.14 Name of Shopping Center. The Shopping Center shall be called "RiverTown Crossings" and shall only be advertised and operated under said name. This name shall not be changed without the consent of all the Parties.

Section 25.15 Recordation. Developer will cause a duplicate original of this Agreement to be recorded and the recording fees will be paid by Developer.

Section 25.16 No Discrimination. Developer covenants with each of the Department Store Parties that, in the operation and management of the Shopping Center Site, and each part thereof, including the Common Area and Common Utility Facilities, and in all other respects in which work or services are performed or materials or equipment supplied to or for any Department Store Party, it will accord treatment to each Department Store Party and its respective Building and Parcel as favorable as that accorded to each other Department Store Party. Developer agrees that the foregoing covenant applies, without limitation, with respect to the time when and the manner (but not the cost) in which each of the foregoing will be operated, maintained, repaired and/or furnished any service, materials, supplies and equipment, including the restoration of any of the same, the furnishing of which may have been interrupted or impaired and the effect of the promulgation of any rules or regulations for the general government of the Shopping Center Site, it being agreed that no such rule or regulation will apply to any Party which has not consented to such rule or regulation. The foregoing will apply generally, but is not to be construed in a manner inconsistent with or contrary to any express provision of this Agreement or any Separate Agreement.

Section 25.17 No Third-Party Beneficiaries. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto will inure to the benefit of any tenant, Occupant or other third party, including the user of any Peripheral Parcel; nor will any tenant, Occupant or such other third party be deemed to be a third party beneficiary of any of the provisions contained herein.

Section 25.18 News Releases. Prior to the Grand Opening Date any Party preparing a news release (i.e., any written statement to be submitted to any news media, such as newspapers, TV stations, radio stations, etc.) relating to the Shopping Center Site in which any other Party is named, will first submit the proposed news release to said other Party for approval.

Section 25.19 Promotional Services Program. Developer shall form and supervise a Promotional Services Program and the Department Store Parties each agree, subject to and only to the extent of the terms and conditions of the Separate Agreements

entered into by Developer and each of the Department Store Parties, to contribute to said Promotional Services Program.

Section 25.20 Estoppel Certificates. Each of the Parties agrees that it will, at any time and from time to time (but in no event more often than three (3) times during any twelve (12) month period per such requesting Party), within thirty (30) days following receipt of Notice by another Party specifying that it is given pursuant to this Section 25.20, execute, acknowledge and deliver to the Party requesting same, a statement certifying (i) that this Agreement is unamended, unsupplemented and unmodified and in full force and effect (or, if there will be any such amendments, supplements and modifications, reference to the same will be made), and (ii) that to the best of the signer's knowledge and belief, there are no defaults in the performance of this Agreement (or, if there are any such defaults of which the signer may have knowledge, reference to the same will be made). Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. However, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information.

Section 25.21 Rule Against Perpetuities. Notwithstanding anything to the contrary herein contained, any contingent license, easement or other right granted by this Agreement that has not vested by the "Vesting Date," as hereinafter defined, will terminate as of said Vesting Date. The Vesting Date is defined as the twenty-first (21st) anniversary of the death of the last to die of the living heirs of all individuals whose signatures appear on this Agreement, in whatever capacity.

Section 25.22 Use of the word "Include" or "Including". Throughout the Agreement, whenever the word "include" or "including" is used, it shall be deemed to mean "include, without limitation" or "including, without limitation," unless specifically stated otherwise.

Section 25.23 Exculpation. From and after the time when Developer has complied with and met its obligations in regard to construction of all on and off-site improvements, Developer Improvements and other construction which is Developer's responsibility under Articles II and V and achieved the tenant occupancy required under Section 5.4 and such tenants are open and operating, the Department Store Parties agree that in the event they shall obtain a money judgment against Developer, they will look solely to the estate, interest and equity of Developer in the land and buildings comprising the Peripheral Parcels, the Developer Parcel and Developer Improvements and such money judgment shall be satisfied out of the following sources (and no other property or assets of Developer or any partner in Developer shall be subject to levy, execution or other process for the enforcement or satisfaction of the Department Store Parties' claims or remedies hereunder): (a) the proceeds of sale produced upon execution of any such judgment and levy thereon against Developer's interest in the Shopping Center and the improvements thereon; (b) the rents, issues, or other income received or receivable from the Developer Parcel after the date of such default; (c) the consideration received by Developer from the sale or other transfer of all or any part of Developer's interest in the Developer Parcel, which consideration shall be deemed to include any assets at any time held by Developer to the extent that the value of the same does not exceed the proceeds of such sale; (d) any insurance proceeds or condemnation award payable as a result of any casualty to or condemnation of the Developer Parcel; (e) amounts due and payable to Developer under this Agreement or a Separate Agreement; and (f) any insurance proceeds paid to Developer under any liability insurance policy of Developer with respect to a Department Store Party's claim which such Party is entitled to enforce against, or seek reimbursement or indemnification from, Developer or such liability insurance carrier. Nothing herein contained shall act as a limitation on the right of the Department Store Parties to: (x) seek and secure injunctive relief for the violation by Developer of this Agreement; (y) avail itself of any other right or remedy available in law or equity under this Agreement; or (z) make a deduction from any sums due Developer as provided in this Agreement or any Separate Agreement; or to avail itself of any other right or remedy (not involving a personal liability of Developer in excess of the limits of personal liability

fixed by this Section 25.23) which may be awarded to the Department Store Parties by law or under the terms of this Agreement by reason of Developer's failure to perform its obligations hereunder; provided, however, that nothing contained herein shall be deemed to limit the rights and remedies granted the Department Store Parties under Article XI and Section 25.26.

Section 25.24 Use of Singular and Plural. Whenever the context requires or permits, the singular shall include the plural, and the plural shall include the singular.

Section 25.25 Indemnification of Related Parties. Whenever a Party has agreed in this Agreement to indemnify, defend and hold harmless another Party, such agreement to indemnify shall include such other Party's officers, directors, and employees.

Section 25.26 Hazardous Material. Each Party agrees that there shall be no Hazardous Material on its Parcel or in its Building(s), except as part of the ordinary course of such Party's business in the construction and operation of a department store or retail shopping center complex and in compliance with all applicable laws. Each Party agrees to indemnify, defend and hold the other Parties harmless with respect to the existence of any Hazardous Material on its Parcel or in its Building(s) if and to the extent that the sole source of the Hazardous Material is the Parcel of the indemnifying Party and a release occurred in the first instance only on that Party's Parcel during such Party's ownership or occupancy thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

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

By: Grandville Mall, Inc., a Delaware corporation, a member

WITNESSED:

Carol A. Williams
Carol A. Williams
Yasmin Koen
Yasmin Koen

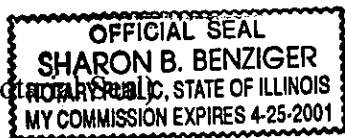
By: *Ronald Gern*

His Duly Authorized Officer

Ronald Gern

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 7th day of June, 2000, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ronald Gern, who is known to me to be a duly authorized officer of Grandville Mall, Inc., a Delaware corporation, a member of GGP-Grandville L.L.C., a Delaware limited liability company, and the identical person who signed the foregoing instrument on behalf of such entities and acknowledged such execution to be the voluntary act and deed of said entities.



Sharon B. Benziger
Notary Public

TARGET CORPORATION
a Minnesota Corporation

WITNESSED:

Deborah Smith
Name: Deborah Smith

Elaine Hite
Name: Elaine Hite

BY:

Edward J. Bierman
Name: **Edward J. Bierman**
Title: **Authorized Signatory**

ATTEST:

Barbara MacPhee
Name: BARBARA MACPHEE
Nancy J. Trocke
Name: Nancy J. Trocke

Bradley Syverson
Name: Bradley Syverson
Title: Assistant Secretary

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

BEFORE ME, the undersigned authority, personally appeared Edward J. Bierman and Bradley Syverson to me known and known to me to be the individuals described in and who executed the foregoing instrument as Authorized Signatory President and Assit. Secretary of Target Corporation and severally acknowledged to and before me that they executed such instrument as such Authorized Signatory President and Assit. Secretary, respectively, of said corporation, by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15th day of February, 2000.

Karen Seglem
Notary Public

BY: _____

My Commission Expires: _____



KOHL'S DEPARTMENT STORES, INC.,
a Delaware corporation

WITNESSED:

Heidi G. Guryon
Heidi G. Guryon
Karen S. Hebert
Karen S. Hebert

BY: William S. Kellogg
Name: William S. Kellogg
Title: Chairman

APPROVED
AJ'S PEP

Jennifer E. Harper ATTEST:
Jennifer E. Harper
Rebecca J. A. Salmon
Rebecca J. A. Salmon

Sigrid E. Dynek
Name: Sigrid E. Dynek
Title: Assistant Secretary

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

BEFORE ME, the undersigned authority, personally appeared William S. Kellogg, to me known and known to me to be the individual described in and who executed the foregoing instrument as Chairman Officer of Kohl's Department Stores, Inc. and acknowledged to and before me that he executed such instrument as such Chairman of said corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 24th day of January, 2000.

Linda S. Wiegert
Notary Public

Linda S. Wiegert
(Notary's Printed Name)

My Commission Expires: 03/09/03

J.C. PENNEY PROPERTIES, INC.
a Delaware corporation

WITNESSED:

Carol Hefferson
Carol Hefferson
E. Picard
E.A. Picard



BY:

Michael Lowenkron
Name: MICHAEL LOWENKRON
Title: PRESIDENT

Stephen J. Jones
Stephen J. Jones
Marianne Boyle
Marianne Boyle

ATTEST:

Deborah B. Toney
Name: DEBORAH B. TONEY
Title: ASSISTANT SECRETARY

STATE OF TEXAS _____)
COUNTY OF COLLIN _____)

BEFORE ME, the undersigned authority, personally appeared MICHAEL LOWENKRON to me known and known to me to be the individual described in and who executed the foregoing instrument as _____ President of J.C. PENNEY PROPERTIES, Inc. and acknowledged to and before me that MICHAEL LOWENKRON executed such instrument as such _____ President of said corporation by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 9th day of March, 2000.

BY:

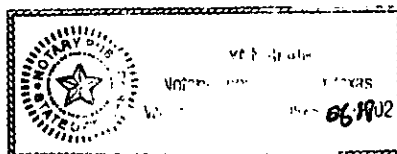
Lynn Blair
Notary Public

BY:

LYNN BLAIR

(Notary's Printed Name)

My Commission Expires: 6/19/02



SEARS, ROEBUCK AND CO.,
a New York corporation,

WITNESSED:

David F. Pursel
David F. Pursel

By Ronald P. Douglass
Ronald P. Douglass

Jacky Anne Zimmerman
Jacky Anne Zimmerman



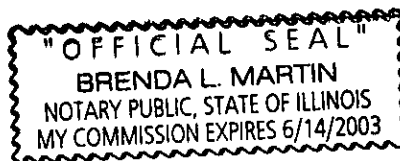
STATE OF ILLINOIS)
)ss
COUNTY OF COOK)

THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DOES HEREBY CERTIFY, that Ronald P. Douglass, personally known to me to be Vice President, Real Estate, of SEARS, ROEBUCK AND CO., a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Vice President, Real Estate, of said corporation, pursuant to authority and as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15 day of August, 2000.

Brenda L. Martin

Notary Public



PARISIAN, INC.
an Alabama corporation

WITNESSED:

Myla Williams
Myla Williams
Dana Migliaccio
Dana Migliaccio

BY: Eric Steven Faires
Name: Eric Steven Faires
Title: Senior Vice President

Myla Williams
Myla Williams
Dana Migliaccio
Dana Migliaccio

ATTEST: Lee Mitchell Glasgow
Name: Lee Mitchell Glasgow
Title: Assistant Secretary

STATE OF Tennessee)
)
COUNTY OF Shelby)

BEFORE ME, the undersigned authority, personally appeared Eric Steven Faires and Lee Mitchell Glasgow known to me to be the individuals described in and who executed the foregoing instrument as Senior Vice President and Assistant Secretary of Parisian, Inc. and severally acknowledged to and before me that they executed such instrument as such Senior Vice President and Assistant Secretary, respectively, of said corporation, by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

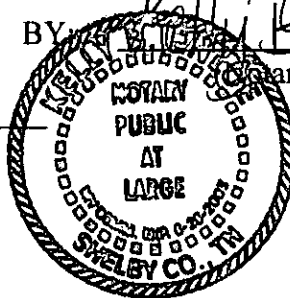
WITNESS my hand and official seal this 9th day of February 2000.

BY: Billy B. Enloe

BY: Billy B. Enloe

(Secretary's Printed Name)

My Commission Expires: _____



CONSENT, APPROVAL AND SUBORDINATION

The undersigned, as mortgagee under that certain Mortgage dated as of April 29, 1999 (the "Mortgage"), and recorded April 30, 1999, in Liber 4682, Page 52. Kent County Records, and as assignee under that certain assignment of Leases and Rents dated as of April 29, 1999 (the "Assignment"), and recorded April 30, 1999, in Liber 4682, Page 083, Kent County Records, and as holder of the Promissory Note secured by the foregoing, hereby approves of and consents to the provisions of the foregoing Construction, Operation and Reciprocal Easement Agreement and agrees that the Mortgage and Assignment are subordinate to the terms and provisions thereof.

U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent on behalf of and for the benefit of the institutions that are from time to time parties to that certain Construction Loan Agreement dated as of April 29, 1999

By: [Signature]
Name: ELLIOTT L. QUIGLEY
Title: SENIOR VICE PRESIDENT

Witnessed:

By: [Signature]
Name: Nancy C. Jones

By: [Signature]
Name: Ronnie Probst

ACKNOWLEDGEMENT

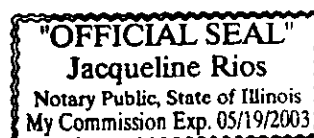
State of Illinois)
) SS
County of Cook)

I, Jacqueline Rios the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elliott L. Quigley S.V.P. of U.S. Bank National Association, a national banking association, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, on behalf of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of August 2000.

Notary Public [Signature]

My Commission Expires: 5-19-2003



GUARANTY

KNOW ALL MEN, that:

FOR VALUE RECEIVED, in consideration of the sum of Ten Dollars (\$10.00) paid by GGP-RIVERTOWN L.L.C. ("Developer"), a Delaware limited liability company, DAYTON HUDSON CORPORATION d/b/a Hudson's, a Minnesota corporation ("Hudson's"), KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Kohl's"), SEARS, ROEBUCK AND CO., a New York corporation ("Sears"), and PARISIAN, INC., d/b/a ("Younkers"), an Alabama corporation (collectively, the "Parties") to the undersigned, receipt of which is hereby acknowledged, and in consideration for, and as an inducement to the Parties entering into that certain Construction, Operation and Reciprocal Easement Agreement dated June 30, 2000, the ("REA") by and among Developer, Hudson's, Kohl's, J.C. PENNEY PROPERTIES, INC. ("Properties"), Sears, and Younker's, the undersigned, for itself and its successors in interest and assigns, hereby guarantees to the Parties, their successors and assigns, the full and faithful payment, performance and observance by Properties of all of the covenants, conditions and agreements provided in the REA to be performed and observed by Properties, including any obligation to make monetary payments thereunder, together with the payment of all costs, attorneys' fees and other expenses incurred by the Parties in enforcing such performance and observance, without requiring any notice of nonpayment, nonperformance or nonobservance or proof of notice or demand whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the undersigned hereunder shall in no way be terminated, affected or impaired by reason of assertion by the Parties against Properties of any of the rights or remedies reserved to the Parties pursuant to the REA.

The undersigned expressly agrees that Developer may, without notice to the undersigned, modify the REA with Properties, and grant extensions and concessions to Properties, in respect thereof without in any manner affecting the liability of the undersigned hereunder.

The liability of the undersigned hereunder is primary and may be enforced by the Parties before or after proceeding against Properties.

The undersigned hereby waives notice of acceptance of this Guaranty.

Dated: 20 of June 30, 2000

WITNESSETH:

J.C. PENNEY COMPANY, INC.,
a Delaware corporation

Carole Hefferon
E.A. Picard Carole Hefferon



BY:

Michael Lowenkron
Its: VICE PRESIDENT
Michael Lowenkron

STATE OF TEXAS)
) ss.
COUNTY OF COLLIN)

BEFORE ME, the undersigned authority, personally appeared MICHAEL LOWENKRON, to me known and known to me to be the individual described in and who executed the foregoing instrument as Vice President of J.C. Penney Company, Inc., and acknowledged to and before me that he executed such instrument as such Vice President of said corporation and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 9th day of March, 2000.

Lynn Blair
Notary

My Commission Expires: _____

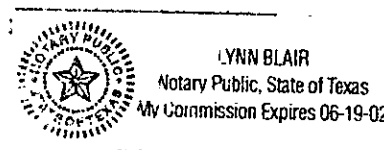


EXHIBIT A
LEGAL DESCRIPTIONS

EXHIBIT A - PART I
DEVELOPER PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Developer Parcel Survey Description

That Part of the N 1/2. 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 along said Easterly Right Of Way Line a distance of 1608.76 feet; Thence N88°53'24"E a distance of 129.99 feet; Thence N00°00'00"W a distance of 40.00 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 3055.84 feet; Thence S01°08'03"E a distance of 1154.83 feet; Thence N89°59'39"E parallel to the East-West 1/4 Line of Section 29 a distance of 900.25 feet; Thence S01°09'50"E a distance of 555.11 feet to said East-West 1/4 line; Thence S89°59'39"W along said East-West 1/4 line a distance of 1575.67 feet to the Center 1/4 corner of said Section 29; Thence continuing along said East-West 1/4 Line S89°58'55"W a distance of 2543.94 feet to the Easterly Right Of Way of said Wilson Avenue and the Point Of Beginning.

EXCEPTING THEREFROM THE FOLLOWING ELEVEN DESCRIBED EXCEPTIONS:



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Title:

DEVELOPERS PARCEL

Page 1 of 9

Client:

GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 4-15-99



Gosling Czubak
engineering sciences, inc.
Engineers • Surveyors
Environmental Services

1280 Bushnell Park Drive
Troy, MI 48068-8207
616-844-8181
800-888-1062
Fax: 616-841-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Exception Peripheral Parcel 1 Survey Description

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. Described parcel contains 1.16 acres of land more or less.

Exception Peripheral Parcel 2 Survey Description

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. Described parcel contains 1.18 acres of land more or less.

Exception Peripheral Parcel 3 Survey Description

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. Described parcel contains 1.68 acres of land more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. PERIPER. PARC. 1,2,3

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GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 4-12-99



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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Exception Sears TBA Parcel Survey Description

Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the WEST 1/4 Corner of said Section 29; THENCE North 00 degrees 00 minutes 00 seconds West along the West Line of said Section a distance of 447.18 feet; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 70.00 feet to the Easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINNING; THENCE North 00 degrees 00 minutes 00 seconds West parallel to said section line a distance of 180.00 feet; THENCE northeasterly 62.83 feet along a curve right having a radius of 40.00 feet, central angle of 90 degrees 00 minutes 00 seconds and a long chord bearing distance of North 45 degrees 00 minutes 00 seconds East 56.57 feet; THENCE North 90 degrees 00 minutes 00 seconds East 296.01 feet; THENCE southeasterly 31.42 feet along a curve right having a radius of 20.00 feet, central angle of 90 degrees 00 minutes 00 seconds, and a long chord bearing distance of South 45 degrees 00 minutes 00 seconds East 28.28 feet; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 200.00 feet; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 356.01 feet to the POINT OF BEGINNING. Described parcel contains 1.79 acres of land more or less.

Exception Peripheral Parcel 4 Survey Description

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 cord bearing and distance of S16°00'35"E 208.07 feet; thence S90°00'00"W 422.95 feet to the POINT OF BEGINNING. Described parcel contains 1.77 acres of land, more or less.

Exception Peripheral Parcel 5 Survey Description

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 cord 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. Described parcel contains 2.76 acres of land, more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Title: EXCPT. PERIPER. PARC. 4,5
SEARS T.B.A. Page 3 of 9

Client: GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 4-12-99

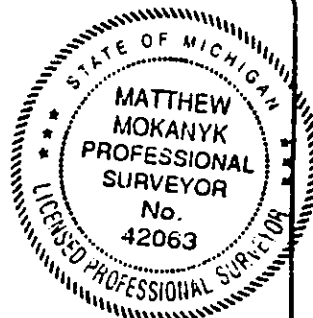


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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Exception Sears Parcel Survey Description

Part of the N 1/2 of Section 29, Township 6 North, Range 12 West, 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 intersection with the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Southerly Right Of Way extended a distance of 8.74 feet to the POINT OF BEGINNING; Thence Continuing N88°53'24"E along said Southerly Right Of Way extended a distance of 12.53 feet; Thence S01°14'37"E a distance of 287.48 feet; Thence N88°53'15"E a distance of 148.90 feet; Thence Southeasterly 183.49 feet along a curve to the right having a radius of 228.00 feet, a central angle of 46°06'36" and a chord bearing distance of S68°03'18"E 178.58 feet; Thence S45°00'00"E a distance of 94.38 feet; Thence Southeasterly 222.53 feet along a curve to the right having a radius of 284.00 feet, a central angle of 44°53'43" and a chord bearing distance of S22°33'09"E 216.88 feet; Thence S00°06'18"E a distance of 271.13 feet; Thence Southwesterly 89.04 feet along a curve to the right having a radius of 213.50 feet, a central angle of 23°53'43" and a chord bearing distance of S12°10'46"W 88.40 feet; Thence S28°20'17"W a distance of 72.97 feet; Thence S32°28'20"W a distance of 241.64 feet; Thence N65°13'38"W a distance of 383.83 feet; Thence S24°51'27"W a distance of 30.34 feet; Thence N64°32'00"W a distance of 187.88 feet; Thence N00°00'00"W a distance of 294.09 feet; Thence N44°56'47"E a distance of 43.06 feet; Thence Northwesterly 38.88 feet along a curve to the right having a radius of 100.50 feet, a central angle of 22°09'49" and a chord bearing distance of N58°14'30"W 38.63 feet; Thence N44°59'41"E a distance of 342.27 feet; Thence S45°00'00"E a distance of 189.52 feet; Thence N45°00'00"E a distance of 251.74 feet; Thence Northeasterly 30.03 feet along a curve to the left having a radius of 19.50 feet, a central angle of 88°13'40" and a chord bearing distance of N00°53'10"E 27.15 feet; Thence Northwesterly 172.74 feet along a curve to the left having a radius of 205.50 feet, a central angle of 48°09'48" and a chord bearing distance of N67°18'34"W 167.70 feet; Thence S88°45'23"W a distance of 160.33 feet; Thence N01°14'57"W a distance of 310.35 feet to the Southerly Right Of Way extended of Rivertown Parkway and the POINT OF BEGINNING. Described parcel contains 10.37 acres of land more or less.

Exception Hudsons Parcel Survey Description

Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the W1/4 corner of said Section 29; THENCE N00° 00' 00"W a distance of 715.69 feet; THENCE N90° 00' 00"E a distance of 70.00 feet to the easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINING; THENCE N00° 00' 00"W a distance of 37.00 feet; THENCE N90° 00' 00"E a distance of 410.98 feet; THENCE Northeasterly 470.24 feet along a curve to the right having a radius of 955.50 feet, central angle of 28°11'52" and a long chord bearing distance of N15°54'04"E 465.51 feet; THENCE N30°00'00"E a distance of 118.61 feet; THENCE northeasterly 121.19 feet along a curve to the right having a radius of 455.50 feet, central angle 15°14'39" and a long chord bearing distance of N37°37'19"E 120.83 feet; THENCE S45°00'00"E a distance of 418.38 feet; THENCE S00°00'00"E a distance of 31.00 feet; THENCE N90°00'00"E a distance of 36.44 feet; THENCE southeasterly 44.46 feet along a curve to the right having a radius of 99.50 feet, central angle 25°36'11" and a long chord bearing distance of S77°11'55"E 44.09 feet; THENCE S64°23'49"E a distance of 3.96 feet; THENCE S00°00'00"E a distance of 409.52 feet; THENCE S90°00'00"W a distance of 133.92 feet; THENCE S00°00'00"E a distance of 29.50 feet; THENCE S45°00'00"W a distance of 88.76 feet; THENCE N45°00'00"W a distance of 30.00 feet; THENCE S45°00'00"W a distance of 270.00 feet; THENCE N45°00'00"W a distance of 30.00 feet; THENCE S45°00'00"W a distance of 225.54 feet; THENCE northwesterly 215.28 feet along a curve to the right having a radius of 366.50 feet, central angle of 33°39'19" and a long chord bearing distance of N16°49'40"W 212.20 feet; THENCE N02°26'27"W a distance of 11.74 feet; THENCE N00°00'00"W a distance of 250.10 feet; THENCE S90°00'00"W a distance of 399.01 feet to said easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINNING. Described parcel contains 11.04 acres of land more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. SEARS, HUDSONS
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GENERAL GROWTH PROP.

Job No.: 98300.04
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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,

Exception Younkens Parcel
Survey Description

Part of the N 1/2 of section 29, T6N-R12W, City of Grandville, Kent County, Michigan described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section a distance of 899.01 feet to the intersection of the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Southerly Right Of Way Line extended a distance of 3255.84 feet; Thence S01°08'03"E a distance of 530.73 feet to the POINT OF BEGINNING; Thence continuing S01°08'03"E a distance of 19.08 feet; Thence S76°38'38"W a distance of 174.12 feet; Thence S00°06'21"E 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°34'40" and a chord bearing distance of S16°11'00"W 127.46 feet; Thence S32°28'20"W 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°31'40" and a chord bearing distance of S61°14'10"W 131.89 feet; Thence S90°00'00"W a distance of 629.62 feet; Thence N00°00'00"W a distance of 165.14 feet; Thence N90°00'00"E a distance of 30.68 feet; Thence N00°00'16"W a distance of 237.82 feet; Thence N24°16'36"E a distance of 66.15 feet; Thence S63°21'45"E a distance of 2.93 feet; Thence N90°00'00"E a distance of 25.69 feet; Thence N69°57'55"E a distance of 44.42 feet; Thence N20°00'00"W a distance of 93.61 feet; Thence N70°00'00"E a distance of 240.09 feet; Thence S19°52'10"E a distance of 82.45 feet; Thence N70°00'00"E a distance of 20.48 feet; Thence N45°00'00"E a distance of 5.75 feet; Thence S45°00'35"E 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°28'46" and a chord bearing distance of S60°47'14"E 32.14 feet; Thence S69°34'46"E 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°14'00" and a chord bearing distance of S20°27'46"E 14.36 feet; Thence S28°39'14"W a distance of 3.59 feet; Thence S65°08'37"E a distance of 144.00 feet; Thence N24°51'27"E a distance of 30.29 feet; Thence S65°08'33"E a distance of 405.33 feet; Thence N32°28'20"E 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°34'40" and a chord bearing distance of N16°11'00"E 115.35 feet; Thence N00°06'21"W a distance of 336.05 feet; Thence N76°32'14"E a distance of 165.54 feet; Thence N75°18'09"E a distance of 20.75 feet to the POINT OF BEGINNING. Said parcel containing 9.94 acres of land more or less.



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. YOUNKERS

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GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Exception JC Penney Parcel Survey Description

Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section 29 a distance of 899.01 feet to the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Right Of Way Line a distance of 737.18 feet to the POINT OF BEGINING; Thence continuing N88°53'24"E along said Right Of Way a distance of 21.08 feet; Thence 33.64 feet Southerly along a curve to the left having a radius of 46.33 feet, a central angle of 41°35'55" and a long chord bearing distance of S19°22'31"W 32.91 feet; Thence S00°00'00"W a distance of 91.10 feet; Thence 82.07 feet Southeasterly along a curve to the left having a radius of 39.50 feet, a central angle of 119°03'02" and a long chord bearing distance of S59°31'31"E 68.09 feet; Thence N60°56'58"E a distance of 99.40 feet; Thence 127.01 feet Northeasterly along a curve to the right having a radius of 250.50 feet, a central angle of 29°03'01" and a long chord bearing distance of N75°28'29"E 125.65 feet; Thence N90°00'00"E a distance of 579.72 feet; Thence S00°00'00"W a distance of 570.37 feet; Thence 7.27 feet Southeasterly along a curve to the right having a radius of 24.50 feet, a central angle of 17°00'06" and a long chord bearing distance of S33°44'54"E 7.24 feet; Thence 15.54 feet Southerly along a curve to the left having a radius of 73.50 feet, a central angle of 12°06'57" and a long chord bearing distance of S31°18'20"E 15.51 feet; Thence 28.29 feet Southerly along a curve to the right having a radius of 19.50 feet, a central angle of 83°07'51" and a long chord bearing distance of S04°12'07"W 25.88 feet; Thence 41.04 feet Southerly along a curve to the left having a radius of 84.16 feet, a central angle of 27°56'30" and a long chord bearing distance of S31°47'48"W 40.64 feet; Thence S90°00'00"W a distance of 19.39 feet; Thence S00°00'00"E a distance of 81.75 feet; Thence S90°00'00"W a distance of 196.00 feet; Thence N00°00'09"E a distance of 133.54 feet; Thence N45°29'37"W a distance of 40.50 feet; Thence S45°00'00"W a distance of 10.67 feet; Thence N45°00'01"W a distance of 27.75 feet; Thence N20°58'57"E a distance of 7.96 feet; Thence 2.18 feet Northerly along a curve to the right having a radius of 23.50 feet, a central angle of 05°19'07" and a long chord bearing distance of N23°38'31"E 2.18 feet; Thence N44°50'20"W a distance of 102.14 feet; Thence N44°59'56"E a distance of 60.00 feet; Thence N45°00'00"W a distance of 306.00 feet; Thence N45°00'00"E a distance of 30.00 feet; Thence N45°00'00"W a distance of 223.57 feet; Thence 31.67 feet Southwesterly along a curve to the left having a radius of 228.00 feet, a central angle of 07°57'31" and a long chord bearing distance of S64°55'44"W 31.65 feet; Thence S60°56'58"W a distance of 160.37 feet; Thence N25°45'54"W a distance of 65.39 feet; Thence 26.45 feet Northerly along a curve to the right having a radius of 57.32 feet, a central angle of 26°26'31" and a long chord bearing distance of N12°32'39"W 26.22 feet; Thence N00°00'00"W a distance of 89.52 feet; Thence 32.79 feet Northerly along a curve to the right having a radius of 65.87 feet, a central angle of 28°31'08" and a long chord bearing distance of N13°38'44"E 32.45 feet to said Southerly Right Of Way of Rivertown Parkway and the POINT OF BEGINING. Described Parcel containing 6.98 acres of land more or less.



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. JCPENNEYS

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GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Kohl's Survey Description

Part of the NW 1/4 of section 29, T6N-R12W, City of Grandville, Kent County, Michigan, described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section 29 a distance of 1872.75 feet; Thence N90°00'00"E a distance of 70.0 feet to the Easterly Right Of Way of Wilson Avenue and the POINT OF BEGINING; Thence N00°00'00"W along said Right Of Way a distance of 15.50 feet; Thence N90°00'00"E a distance of 377.01 feet; Thence S00°00'00"E a distance of 235.33 feet; Thence Southeasterly 205.99 feet along a curve to the left having a radius of 389.00 feet, a central angle of 30°20'23" and a chord bearing distance of S15°10'12"E 203.59 feet; Thence Southeasterly 209.29 feet along a curve to the left having a radius of 389.00 feet, a central angle of 30°49'35" and a chord bearing distance of S48°39'05"E 206.77 feet; Thence N45°00'00"E a distance of 47.67 feet; Thence S71°06'41"E a distance of 66.82 feet; Thence N45°00'00"E a distance of 584.29 feet; Thence N45°00'00"W a distance of 30.00 feet; Thence N45°00'00"E a distance of 72.03 feet; Thence N60°27'58"E a distance of 40.36 feet; Thence N20°23'54"E a distance of 40.31 feet; Thence S70°04'18"E a distance of 11.08 feet; Thence N63°55'32"E a distance of 19.09 feet; Thence S70°04'13"E a distance of 36.46 feet; Thence N20°00'00"E a distance of 41.00 feet; Thence S70°00'00"E a distance of 222.67 feet; Thence S20°00'00"W a distance of 134.84 feet; Thence S70°00'00"E a distance of 26.00 feet; Thence S20°00'00"W a distance of 83.00 feet; Thence S41°40'33"W a distance of 24.62 feet; Thence S00°00'00"W a distance of 53.43 feet; Thence S19°55'47"W a distance of 35.43 feet; Thence S00°00'00"E a distance of 258.30 feet; Thence S90°00'00"W a distance of 615.04 feet; Thence Northerly 629.10 feet along a curve to the right having a radius of 400.50 feet, a central angle of 90°00'00" and a chord bearing distance of N45°00'00"W 566.39 feet; Thence N00°00'00"W a distance of 190.33 feet; Thence Northwesternly 46.34 feet along a curve to the left having a radius of 29.50 feet, a central angle of 90°00'00" and a chord bearing distance of N45°00'00"W 41.72 feet; Thence S90°00'00"W a distance of 336.01 feet to said Easterly Right Of Way of Wilson Avenue and the POINT OF BEGINNING. Said parcel contains 7.51 acres of land more or less.



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. KOHLS

Page 7 of 9

GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 4-12-99



Gosling Czubak
engineering sciences, inc.
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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN.



Described developer parcel contains 78.62 acres of land more or less.

SUBJECT TO AND TOGETHER WITH THE FOLLOWING EASEMENTS:

CENTURY CENTER ROAD EASEMENT FOR PUBLIC ROAD

Subject to an easement for public road use being more fully described as follows:

Part of the North 1/2 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 a distance of 2613.94 feet to the Center Post of said Section 29; thence N01°08'03"W along the North-South 1/4 line of said section a distance of 1696.94 feet to the POINT OF BEGINNING; Thence N88°53'24"E along the south right of way of Rivertown Parkway a distance of 50.00 feet; Thence S01°08'03"E a distance of 247.47 feet; Thence S46°07'24"E a distance of 14.14 feet; Thence N88°53'15"E a distance of 110.72 feet; Thence Southeasterly 207.63 feet along a curve to the right having a radius of 258.00 feet, a central angle 46°06'37", and a long chord bearing and distance of S68°03'19"E 202.07 feet; Thence S45°00'00"E a distance of 93.53 feet; Thence Southeasterly 168.15 feet along a curve to the right having a radius of 324.20 feet, a central angle of 29°43'04" and a long chord bearing and distance of S33°08'08"E 166.28 feet; Thence S60°27'32"E a distance of 14.65 feet; Thence N76°38'38"E a distance of 155.97 feet; Thence S01°08'03"E a distance of 61.39 feet; Thence S76°38'38"W a distance of 209.75 feet; Thence Westerly 106.25 feet along a curve to the left having a radius of 315.06 feet, central angle of 19°19'21" and a long chord bearing and distance of N19°04'54"W 105.75 feet; Thence Westerly 97.43 feet along a curve to the left having a radius of 264.20 feet, a central angle of 21°07'41" and a long chord bearing and distance of N37°56'16"W 96.87 feet; Thence N45°00'00"W a distance of 95.27 feet; Thence Westerly 159.34 feet along a curve to the left having a radius of 198.00 feet, a central angle of 46°06'35" and a long chord bearing and distance of N68°03'18"W 155.08 feet; Thence S88°53'15"W a distance of 220.70 feet; Thence N01°08'03"W a distance of 317.48 feet; Thence N88°53'24"E along the South Right Of Way of Rivertown Parkway a distance of 50.00 feet to the POINT OF BEGINNING. Described easement contains 1.80 acres of land, more or less.

CONSERVATION EASEMENT TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Part of the Northeast 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 a distance of 2613.94 feet to the Center Post of said Section 29; thence continuing N89°59'39"E along the East-West 1/4 line of said section a distance of 1369.55 feet; thence North a distance of 131.88 feet to the POINT OF BEGINNING; thence S84°12'06"W a distance of 155.97 feet; thence S79°06'11"W a distance of 190.43 feet; thence S87°29'28"W a distance of 381.09 feet; thence S88°16'25"W a distance of 411.95 feet; thence Northwesterly 132.02 feet along a curve to the right having a radius of 60.83 feet, a central angle of 124°20'58", and a long chord bearing and distance of N33°20'13"W 107.59 feet; thence N32°34'49"E a distance of 36.14 feet; thence N32°55'05"E a distance of 129.04 feet; thence Easterly 19.64 feet along a curve to the right having a radius of 20.73 feet, a central angle of 54°16'42", and a long chord bearing and distance of N61°20'42"E 18.91 feet; thence S89°58'31"E a distance of 333.77 feet; thence N89°57'27"E a distance of 137.80 feet; thence Northerly 31.38 feet along a curve to the left having a radius of 22.78 feet, a central angle of 78°56'11", and a long chord bearing and distance of N40°29'57"E 28.96 feet; thence N01°33'07"W a distance of 207.82 feet; thence Easterly 13.85 feet along a curve to the right having a radius of 8.34 feet, a central angle of 95°10'18", and a long chord bearing and distance of N47°19'11"E 12.31 feet; thence S86°33'26"E a distance of 596.86 feet; thence Southerly 96.04 feet along a curve to the right having a radius of 63.57 feet, a central angle of 86°33'26", and a long chord bearing and distance of S43°16'43"E 87.17 feet; thence South a distance of 227.33 feet; thence Westerly 100.93 feet along a curve to the right having a radius of 68.68 feet, a central angle of 84°12'06", and a long chord bearing and distance of S42°06'03"W 92.09 feet to the POINT OF BEGINNING. Described easement contains 9.15 acres of land, more or less.

EASEMENT TO THE CITY OF GRANDVILLE FOR USE AS A WETLAND

Part of the Northeast 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 a distance of 2613.94 feet to the Center Post of said Section 29; thence continuing N89°59'39"E along the East-West 1/4 line of said section a distance of 1369.55 feet; thence North a distance of 131.88 feet to the POINT OF BEGINNING; thence S84°12'06"W a distance of 155.97 feet; thence S79°06'11"W a distance of 62.13 feet; thence North a distance of 399.74 feet; thence S86°33'26"E a distance of 218.56 feet; thence Southerly 96.04 feet along a curve to the right having a radius of 63.57 feet, a central angle of 86°33'26", and a long chord bearing and distance of S43°16'43"E 87.17 feet; thence South a distance of 227.33 feet; thence Westerly 100.93 feet along a curve to the right having a radius of 68.68 feet, a central angle of 84°12'06", and a long chord bearing and distance of S42°06'03"W 92.09 feet to the POINT OF BEGINNING. Described easement contains 2.34 acres of land, more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk

MATTHEW T. MOKANYK

P.S. No. 42063

EASEMENTS

Page 8 of 9

GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded

Subject to a Drainage easement per Liber 4165, Pages 153-161, Kent County records

Subject to a 20' wide sanitary sewer easement per Liber 2709, Page 371, Kent County records.

Subject to a 20' wide sanitary sewer easement per Liber 2697, Page 1302, Kent County records.

Subject to a 75' wide utility Consumers Energy easement as recorded in Liber 4133, page 859.

Also subject to any easements, right of ways and restrictions of record.



SECTION CORNER WITNESSES

NORTH 1/4 CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
NORTH 18.37' TO BACK OF CURB
N75E 96.59' TO PK NAIL IN SSE FACE OF P.P.
S19E 109.35' TO NW CORNER OF 5'x6' CONC. PAD
S59W 92.27' TO PK NAIL IN NW FACE 20" ELM TREE

CENTER OF SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S20W 40.92' TO NAIL IN E. SIDE 16" ASH TREE
SOUTH 155.90' TO NAIL IN E. SIDE 36" ASH TREE
S70E 36.84' TO NAIL IN N. SIDE WOOD FENCE POST
S85W 10.23' TO NAIL & TAG IN N. SIDE 12" ASH TREE

WEST 1/4 CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EASEMENTS/WITNESSES

Page 9 of 9

GENERAL GROWTH PROP.

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 4-12-99



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EXHIBIT A - PART II

HUDSON'S PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Hudsons Parcel
Survey Description



Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the W1/4 corner of said Section 29; THENCE N00° 00' 00"W a distance of 715.69 feet; THENCE N90° 00' 00"E a distance of 70.00 feet to the easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINING; THENCE N00° 00' 00"W a distance of 37.00 feet; THENCE N90° 00' 00"E a distance of 410.98 feet; THENCE Northeasterly 470.24 feet along a curve to the right having a radius of 955.50 feet, central angle of 28°11'52" and a long chord bearing distance of N15°54'04"E 465.51 feet; THENCE N30°00'00"E a distance of 118.61 feet; THENCE northeasterly 121.19 feet along a curve to the right having a radius of 455.50 feet, central angle 15°14'39" and a long chord bearing distance of N37°37'19"E 120.83 feet; THENCE S45°00'00"E a distance of 418.38 feet; THENCE S00°00'00"E a distance of 31.00 feet; THENCE N90°00'00"E a distance of 36.44 feet; THENCE southeasterly 44.46 feet along a curve to the right having a radius of 99.50 feet, central angle 25°36'11" and a long chord bearing distance of S77°11'55"E 44.09 feet; THENCE S64°23'49"E a distance of 3.96 feet; THENCE S00°00'00"E a distance of 409.52 feet; THENCE S90°00'00"W a distance of 133.92 feet; THENCE S00°00'00"E a distance of 29.50 feet; THENCE S45°00'00"W a distance of 88.76 feet; THENCE N45°00'00"W a distance of 30.00 feet; THENCE S45°00'00"W a distance of 270.00 feet; THENCE N45°00'00"W a distance of 30.00 feet; THENCE S45°00'00"W a distance of 225.54 feet; THENCE northwesterly 215.28 feet along a curve to the right having a radius of 366.50 feet, central angle of 33°39'19" and a long chord bearing distance of N16°49'40"W 212.20 feet; THENCE N02°26'27"W a distance of 11.74 feet; THENCE N00°00'00"W a distance of 250.10 feet; THENCE S90°00'00"W a distance of 399.01 feet to said easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINNING. Described parcel contains 11.04 acres of land more or less.

Subject to a 55' wide Drainage easement per Liber4165, Pages 153-161, Kent County Records.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement per Liber 4133, Page 859.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'

MATTHEW T. MOKANYK

P.S. No. 42063

HUDSONS PARCEL
Page 1 of 1

GENERAL GROWTH PROP.

Job No.: 97300.06
Date: 06-16-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



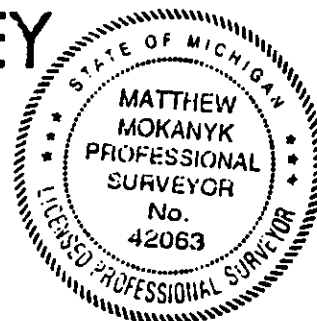
Gosling & Zuehl
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EXHIBIT A - PART III
KOHL'S PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Kohls Parcel Survey Description

Part of the NW 1/4 of section 29, T6N-R12W, City of Grandville, Kent County, Michigan, described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section 29 a distance of 1872.75 feet; Thence N90°00'00"E a distance of 70.0 feet to the Easterly Right Of Way of Wilson Avenue and the POINT OF BEGINING; Thence N00°00'00"W along said Right Of Way a distance of 15.50 feet; Thence N90°00'00"E a distance of 377.01 feet; Thence S00°00'00"E a distance of 235.33 feet; Thence Southeasterly 205.99 feet along a curve to the left having a radius of 389.00 feet, a central angle of 30°20'23" and a chord bearing distance of S15°10'12"E 203.59 feet; Thence Southeasterly 209.29 feet along a curve to the left having a radius of 389.00 feet, a central angle of 30°49'35" and a chord bearing distance of S48°39'05"E 206.77 feet; Thence N45°00'00"E a distance of 47.67 feet; Thence S71°06'41"E a distance of 66.82 feet; Thence N45°00'00"E a distance of 584.29 feet; Thence N45°00'00"W a distance of 30.00 feet; Thence N45°00'00"E a distance of 72.03 feet; Thence N60°27'58"E a distance of 40.36 feet; Thence N20°23'54"E a distance of 40.31 feet; Thence S70°04'18"E a distance of 11.08 feet; Thence N63°55'32"E a distance of 19.09 feet; Thence S70°04'13"E a distance of 36.46 feet; Thence N20°00'00"E a distance of 41.00 feet; Thence S70°00'00"E a distance of 222.67 feet; Thence S20°00'00"W a distance of 134.84 feet; Thence S70°00'00"E a distance of 26.00 feet; Thence S20°00'00"W a distance of 83.00 feet; Thence S41°40'33"W a distance of 24.62 feet; Thence S00°00'00"W a distance of 53.43 feet; Thence S19°55'47"W a distance of 35.43 feet; Thence S00°00'00"E a distance of 258.30 feet; Thence S90°00'00"W a distance of 615.04 feet; Thence Northerly 629.10 feet along a curve to the right having a radius of 400.50 feet, a central angle of 90°00'00" and a chord bearing distance of N45°00'00"W 566.39 feet; Thence N00°00'00"W a distance of 190.33 feet; Thence Northwesterly 46.34 feet along a curve to the left having a radius of 29.50 feet, a central angle of 90°00'00" and a chord bearing distance of N45°00'00"W 41.72 feet; Thence S90°00'00"W a distance of 336.01 feet to said Easterly Right Of Way of Wilson Avenue and the POINT OF BEGINNING. Said parcel contains 7.51 acres of land more or less.

Subject to a 55 foot wide Drainage easement per Liber 4165, Pages 153-161, Kent County Records.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement per Liber 4133, Page 859.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'/

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

**KOHL'S PARCEL
GENERAL GROWTH PROP.**

Page 1 of 1

Job No.: 97300.06
Date: 06-18-98
Scale: AS NOTED
Drawn: P.G.P.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



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EXHIBIT A - PART IV
PENNEY PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T6N-R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

JC PENNEY PARCEL
Survey Description



Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section 29 a distance of 899.01 feet to the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Right Of Way Line a distance of 737.18 feet to the POINT OF BEGINING; Thence continuing N88°53'24"E along said Right Of Way a distance of 21.08 feet; Thence 33.64 feet Southerly along a curve to the left having a radius of 46.33 feet, a central angle of 41°35'55" and a long chord bearing distance of S19°22'31"W 32.91 feet; Thence S00°00'00"W a distance of 91.10 feet; Thence 82.07 feet Southeasterly along a curve to the left having a radius of 39.50 feet, a central angle of 119°03'02" and a long chord bearing distance of S59°31'31"E 68.09 feet; Thence N60°56'58"E a distance of 99.40 feet; Thence 127.01 feet Northeasterly along a curve to the right having a radius of 250.50 feet, a central angle of 29°03'01" and a long chord bearing distance of N75°28'29"E 125.65 feet; Thence N90°00'00"E a distance of 579.72 feet; Thence S00°00'00"W a distance of 570.37 feet; Thence 7.27 feet Southeasterly along a curve to the right having a radius of 24.50 feet, a central angle of 17°00'06" and a long chord bearing distance of S33°44'54"E 7.24 feet; Thence 15.54 feet Southerly along a curve to the left having a radius of 73.50 feet, a central angle of 12°06'57" and a long chord bearing distance of S31°18'20"E 15.51 feet; Thence 28.29 feet Southerly along a curve to the right having a radius of 19.50 feet, a central angle of 83°07'51" and a long chord bearing distance of S04°12'07"W 25.88 feet; Thence 41.04 feet Southerly along a curve to the left having a radius of 84.16 feet, a central angle of 27°56'30" and a long chord bearing distance of S31°47'48"W 40.64 feet; Thence S90°00'00"W a distance of 19.39 feet; Thence S00°00'00"E a distance of 81.75 feet; Thence S90°00'00"W a distance of 196.00 feet; Thence N00°00'09"E a distance of 133.54 feet; Thence N45°29'37"W a distance of 40.50 feet; Thence S45°00'00"W a distance of 10.67 feet; Thence N45°00'01"W a distance of 27.75 feet; Thence N20°58'57"E a distance of 7.96 feet; Thence 2.18 feet Northerly along a curve to the right having a radius of 23.50 feet, a central angle of 05°19'07" and a long chord bearing distance of N23°38'31"E 2.18 feet; Thence N44°50'20"W a distance of 102.14 feet; Thence N44°59'56"E a distance of 60.00 feet; Thence N45°00'00"W a distance of 306.00 feet; Thence N45°00'00"E a distance of 30.00 feet; Thence N45°00'00"W a distance of 223.57 feet; Thence 31.67 feet Southwesterly along a curve to the left having a radius of 228.00 feet, a central angle of 07°57'31" and a long chord bearing distance of S64°55'44"W 31.65 feet; Thence S60°56'58"W a distance of 160.37 feet; Thence N25°45'54"W a distance of 65.39 feet; Thence 26.45 feet Northerly along a curve to the right having a radius of 57.32 feet, a central angle of 26°26'31" and a long chord bearing distance of N12°32'39"W 26.22 feet; Thence N00°00'00"W a distance of 89.52 feet; Thence 32.79 feet Northerly along a curve to the right having a radius of 65.87 feet, a central angle of 28°31'08" and a long chord bearing distance of N13°38'44"E 32.45 feet to said Southerly Right Of Way of Rivertown Parkway and the POINT OF BEGINNING. Described Parcel containing 6.98 acres of land more or less.

Subject to a 20' wide sanitary sewer easement per Liber 2709, Pages 368-374, of Kent County records.

Subject to a drainage easement recorded per Liber 4165, Pages 153-161, of Kent County records.

Subject to additional easements for the Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG 24" ASH TREE
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD

NW CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'

Matthew T. Mokanyk
MATTHEW T. MOKANYK, P.S.

P.S. No. 42063

ent.

JC PENNEY PARCEL
GENERAL GROWTH PROP.

Page 1 of 1

Job No.: 98300.04
Date: 06-16-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



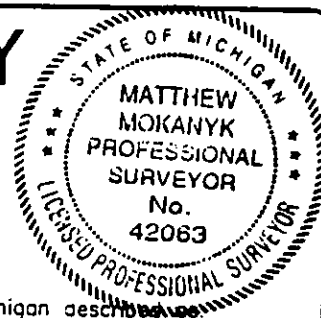
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engineering sciences, inc.
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Environmental Services

1280 Business Park Drive
Livonia, Mich. 48150-8607
616-846-8191
800-868-1062
Fax: 616-941-4403

EXHIBIT A - PART V
SEARS PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE N 1/2, SECTION 29, T6N-R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Sears Parcel Survey Description

Part of the N 1/2 of Section 29, Township 6 North, Range 12 West, City of Grandville, Kent County, Michigan described as follows:
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 intersection with the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Southerly Right Of Way extended a distance of 8.74 feet to the POINT OF BEGINNING; Thence Continuing N88°53'24"E along said Southerly Right Of Way extended a distance of 12.53 feet; Thence S01°14'37"E a distance of 287.48 feet; Thence N88°53'15"E a distance of 148.90 feet; Thence Southeasterly 183.49 feet along a curve to the right having a radius of 228.00 feet, a central angle of 46°06'36" and a chord bearing distance of S68°03'18"E 178.58 feet; Thence S45°00'00"E a distance of 94.38 feet; Thence Southeasterly 222.53 feet along a curve to the right having a radius of 284.00 feet, a central angle of 44°53'43" and a chord bearing distance of S22°33'09"E 216.88 feet; Thence S00°06'18"E a distance of 271.13 feet; Thence Southwesterly 89.04 feet along a curve to the right having a radius of 213.50 feet, a central angle of 23°53'43" and a chord bearing distance of S12°10'46"W 88.40 feet; Thence S28°20'17"W a distance of 72.97 feet; Thence S32°28'20"W a distance of 241.64 feet; Thence N65°13'38"W a distance of 383.83 feet; Thence S24°51'27"W a distance of 30.34 feet; Thence N64°32'00"W a distance of 187.88 feet; Thence N00°00'00"W a distance of 294.09 feet; Thence N44°56'47"E a distance of 43.06 feet; Thence Northwesterly 38.88 feet along a curve to the right having a radius of 100.50 feet, a central angle of 22°09'49" and a chord bearing distance of N58°14'30"W 38.63 feet; Thence N44°59'41"E a distance of 342.27 feet; Thence S45°00'00"E a distance of 189.52 feet; Thence N45°00'00"E a distance of 251.74 feet; Thence Northeasterly 30.03 feet along a curve to the left having a radius of 19.50 feet, a central angle of 88°13'40" and a chord bearing distance of N00°53'10"E 27.15 feet; Thence Northwesterly 172.74 feet along a curve to the left having a radius of 205.50 feet, a central angle of 48°09'48" and a chord bearing distance of N67°18'34"W 167.70 feet; Thence S88°45'23"W a distance of 160.33 feet; Thence N01°14'57"W a distance of 310.35 feet to the Southerly Right Of Way extended of Rivertown Parkway and the POINT OF BEGINNING. Described parcel contains 10.37 acres of land more or less.

Subject to an easement not yet recorded as of March 9, 1999 for public road use being more fully described as follows:
Commencing at the North 1/4 Corner of Section 29; Thence S01°08'03"E a distance of 898.98 feet to the Southerly Right Of Way of Rivertown Parkway extended and the POINT OF BEGINNING; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet; Thence S01°08'03"E a distance of 247.47 feet; Thence S46°07'24"E a distance of 14.14 feet; Thence N88°53'15"E a distance of 110.72 feet; Thence Southeasterly 207.63 feet along a curve to the right having a radius of 258.00 feet, a central angle 46°06'37" and a chord distance bearing of S68°03'19"E 202.07 feet; Thence S45°00'00"E a distance of 93.53 feet; Thence Southeasterly 168.15 feet along a curve to the right having a radius of 324.20 feet, a central angle of 29°43'04" and a chord bearing distance of S33°18'08"E 166.28 feet; Thence S60°27'32"E a distance of 14.65 feet; Thence N76°38'38"E a distance of 155.97 feet; Thence S01°08'03"E a distance of 61.39 feet; Thence S76°38'38"W a distance of 209.75 feet; Thence Northwesterly 106.25 feet along a curve to the left having a radius of 315.06 feet, central angle of 19°19'21" and a chord bearing distance of N19°04'54"W 105.75 feet; Thence Northwesterly 97.43 feet along a curve to the left having a radius of 264.20 feet, a central angle of 21°07'41" and a chord bearing distance of N37°56'16"W 96.87 feet; Thence N45°00'00"W a distance of 95.27 feet; Thence Northwesterly 159.34 feet along a curve to the left having a radius of 198.00 feet, a central angle of 46°06'35" and a chord distance bearing of N68°03'18"W 155.08 feet; Thence S88°53'15"W a distance of 220.70 feet; Thence N01°08'03"W a distance of 317.48 feet to the Southerly Right Of Way of Rivertown Parkway extended; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet to the POINT OF BEGINNING.

Subject to a 20.0' sanitary easement as recorded in Liber 2709 Page 371 Kent County Records

Subject to a 20.0' sanitary easement as recorded in Liber 2697 Page 1302 Kent County Records

Subject to a 65.0' drainage easement as record in Liber 4165, pages 153-161.

Subject to additional easements for the Rivertown Crossing Mail for the purpose of water and sewer utilities not yet recorded

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

N 1/4 CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
PK NAIL IN SSE face of power pole N75°E 96.59'
NW corner of a 5' by 6' concrete pad @ MBT box S19°E 109.35'
PK nail in NW face 20" elm S59W 92.27'
NW corner of catch basin S63°W 43.38'

CENTER 1/4 CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S20W 40.92' TO NAIL IN E. SIDE 16" ASH TREE
SOUTH 155.90' TO NAIL IN E. SIDE 35" ASH TREE
S70E 36.84' TO NAIL IN N. SIDE WOOD FENCE POST
S85W 10.23' TO NAIL & TAG IN N. SIDE 12" ASH TREE

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The North South 1/4 Line of Section 29 is assumed N01°08'03"E.

Error of Closure is 1' /

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

SEARS PARCEL

GENERAL GROWTH PROP.

Page 1 of 2

Job No.: 98300.04
Date: 03-09-99
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



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engineering sciences, inc.
Engineers • Surveyors
Environmental Services

1280 Business Park Drive
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816-946-8191
800-968-1062
Fax: 816-941-4403

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Sears TBA Parcel
Survey Description

Part of the NW 1/4 of Section 29, T6N-R12W, City of Grandville, Kent County, Michigan being described as: Commencing at the WEST 1/4 Corner of said Section 29; THENCE North 00 degrees 00 minutes 00 seconds West along the West Line of said Section a distance of 447.18 feet; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 70.00 feet to the Easterly Right of Way Line of Wilson Avenue and the POINT OF BEGINNING; THENCE North 00 degrees 00 minutes 00 seconds West parallel to said section line a distance of 180.00 feet; THENCE northeasterly 62.83 feet along a curve right having a radius of 40.00 feet, central angle of 90 degrees 00 minutes 00 seconds and a long chord bearing distance of North 45 degrees 00 minutes 00 seconds East 56.57 feet; THENCE North 90 degrees 00 minutes 00 seconds East 296.01 feet; THENCE southeasterly 31.42 feet along a curve right having a radius of 20.00 feet, central angle of 90 degrees 00 minutes 00 seconds, and a long chord bearing distance of South 45 degrees 00 minutes 00 seconds East 28.28 feet; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 200.00 feet; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 356.01 feet to the POINT OF BEGINNING. Described parcel contains 1.79 acres of land more or less.

Subject to a 55 foot wide Drainage Easement whose Westerly Line is coincident with and parallel to the Easterly Right of Way Line of Wilson Avenue as recorded in Liber 4165, pages 153-161.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement as recorded in Liber 4133, Page 859.

Also subject to any easements and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Error of Closure is 1'/

SEARS TBA PARCEL

GENERAL GROWTH PROP.

Page 2 of 2

Job No.: 98300.04
Date: 07-14-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



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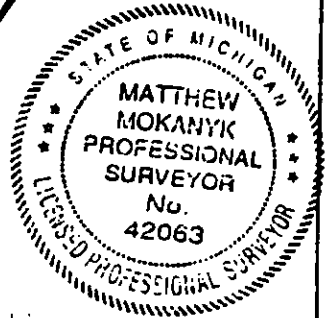
1280 Business Park Drive
Grandville, MI 49406-0607
616-946-9191
800-968-1062
Fax: 616-941-4603

EXHIBIT A - PART VI
YOUNKERS PARCEL

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE N 1/2, SECTION 29, T6N-R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

YOUNKERS PARCEL
Survey Description



Part of the N 1/2 of section 29, T6N-R12W, City of Grandville, Kent County, Michigan described as: Commencing at the NW corner of said Section 29; Thence S00°00'00"E along the West Line of said Section a distance of 899.01 feet to the intersection of the Southerly Right Of Way Line extended of Rivertown Parkway; Thence N88°53'24"E along said Southerly Right Of Way Line extended a distance of 3255.84 feet; Thence S01°08'03"E a distance of 530.73 feet to the POINT OF BEGINNING; Thence continuing S01°08'03"E a distance of 19.08 feet; Thence S76°38'38"W a distance of 174.12 feet; Thence S00°06'21"E 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°34'40" and a chord bearing distance of S16°11'00"W 127.46 feet; Thence S32°28'20"W 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°31'40" and a chord bearing distance of S61°14'10"W 181.89 feet; Thence S90°00'00"W a distance of 629.62 feet; Thence N00°00'00"W a distance of 165.14 feet; Thence N90°00'00"E a distance of 30.68 feet; Thence N00°00'16"W a distance of 237.82 feet; Thence N24°16'36"E a distance of 66.15 feet; Thence S63°21'45"E a distance of 2.93 feet; Thence N90°00'00"E a distance of 25.69 feet; Thence N69°57'55"E a distance of 44.42 feet; Thence N20°00'00"W a distance of 93.61 feet; Thence N70°00'00"E a distance of 240.09 feet; Thence S19°52'10"E a distance of 82.45 feet; Thence N70°00'00"E a distance of 20.48 feet; Thence N45°00'00"E a distance of 5.75 feet; Thence S45°00'35"E 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°28'46" and a chord bearing distance of S60°47'14"E 32.14 feet; Thence S69°34'46"E 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°14'00" and a chord bearing distance of S20°27'46"E 14.36 feet; Thence S28°39'14"W a distance of 3.59 feet; Thence S65°08'37"E a distance of 144.00 feet; Thence N24°51'27"E a distance of 30.29 feet; Thence S65°08'33"E a distance of 405.33 feet; Thence N32°28'20"E 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°34'40" and a chord bearing distance of N16°11'00"E 115.35 feet; Thence N00°06'21"W a distance of 336.05 feet; Thence N76°32'14"E a distance of 165.54 feet; Thence N75°18'09"E a distance of 20.75 feet to the POINT OF BEGINNING. Said parcel containing 9.94 acres of land more or less.

Subject to Road Easement not yet recorded.

Subject to a 20' wide sanitary sewer easement per Liber 2697, Page 1302, Kent County records.

Subject to a 65.0' wide drainage easement per Liber 4165, pages 153-161, Kent County records.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

W. 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

YOUNKERS PARCEL

GENERAL GROWTH PROP.

Page 1 of 1

Job No.: 98300.04
Date: 05-11-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



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EXHIBIT A - PART VII
SHOPPING CENTER SITE

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN

Developer Parcel Survey Description

That Part of the N 1/2 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 along said Easterly Right Of Way Line a distance of 1608.76 feet; Thence N88°53'24"E a distance of 129.99 feet; Thence N00°00'00"W a distance of 40.00 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 3055.84 feet; Thence S01°08'03"E a distance of 1154.83 feet; Thence N89°59'39"E parallel to the East-West 1/4 Line of Section 29 a distance of 900.25 feet; Thence S01°09'50"E a distance of 555.11 feet to said East-West 1/4 line; Thence S89°59'39"W along said East-West 1/4 line a distance of 1575.67 feet to the Center 1/4 corner of said Section 29; Thence continuing along said East-West 1/4 Line S89°58'55"W a distance of 2543.94 feet to the Easterly Right Of Way of said Wilson Avenue and the Point Of Beginning.

EXCEPTING THEREFROM THE FOLLOWING FIVE DESCRIBED EXCEPTIONS:



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Title: **DEVELOPERS PARCEL**

Client: **GENERAL GROWTH PROP.**
Page 1 of 3

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 4-15-99



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Traverse City, MI 49686-8507
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Fax 818-941-4803

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Exception Peripheral Parcel 1 Survey Description

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. Described parcel contains 1.16 acres of land more or less.

Exception Peripheral Parcel 2 Survey Description

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. Described parcel contains 1.18 acres of land more or less.

Exception Peripheral Parcel 3 Survey Description

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. Described parcel contains 1.68 acres of land more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

EXCPT. PERIPER. PARC. 1.2.3

GENERAL GROWTH PROP.

Page 2 of 3

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 4-12-99



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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Exception Peripheral Parcel 4 Survey Description

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 cord bearing and distance of S16°00'35"E 208.07 feet; thence S90°00'00"W 422.95 feet to the POINT OF BEGINNING. Described parcel contains 1.77 acres of land, more or less.

Exception Peripheral Parcel 5 Survey Description

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 cord 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. Described parcel contains 2.76 acres of land, more or less.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

the: **EXCPT. PERIPER. PARC. 4,5**
SEARS T.B.A.

for: **GENERAL GROWTH PROP.**
Page 3 of 3

Job No.: 98300.04
Date: 12-04-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 4-12-99



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EXHIBIT A - PART VIII
PERIPHERAL PARCELS

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NE 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Peripheral Parcel 1 Survey Description

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 29 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. Described parcel contains 1.16 acres of land more or less.

Subject to an easement not yet recorded as of March 9, 1999 for public road use being more fully described as follows: Commencing at the North 1/4 Corner of Section 29; Thence S01°08'03"E a distance of 898.98 feet to the Southerly Right Of Way of Rivertown Parkway extended and the POINT OF BEGINNING; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet; Thence S01°08'03"E a distance of 247.47 feet; Thence S46°07'24"E a distance of 14.14 feet; Thence N88°53'15"E a distance of 110.72 feet; Thence Southeasterly 207.63 feet along a curve to the right having a radius of 258.00 feet, a central angle 46°06'37" and a chord distance bearing of S68°03'19"E 202.07 feet; Thence S45°00'00"E a distance of 93.53 feet; Thence Southeasterly 168.15 feet along a curve to the right having a radius of 324.20 feet, a central angle of 29°43'04" and a chord bearing distance of S33°18'08"E 166.28 feet; Thence S60°27'32"E a distance of 14.65 feet; Thence N76°38'38"E a distance of 155.97 feet; Thence S01°08'03"E a distance of 61.39 feet; Thence S76°38'38"W a distance of 209.75 feet; Thence Northwesterly 106.25 feet along a curve to the left having a radius of 315.06 feet, central angle of 19°19'21" and a chord bearing distance of N19°04'54"W 105.75 feet; Thence Northwesterly 97.42 feet along a curve to the left having a radius of 264.20 feet, a central angle of 21°07'41" and a chord bearing distance of N37°56'16"W 96.87 feet; Thence N45°00'00"W a distance of 95.27 feet; Thence Northwesterly 159.34 feet along a curve to the left having a radius of 198.00 feet, a central angle of 46°06'36" and a chord distance bearing of N68°03'18"W 155.08 feet; Thence S88°53'15"W a distance of 220.70 feet; Thence N01°08'03"W a distance of 317.48 feet to the Southerly Right Of Way of Rivertown Parkway extended; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet to the POINT OF BEGINNING.

Subject to a 65' wide Drainage Easement whose Northerly Line is coincident with and parallel to the Southerly Right Of Way Line of Rivertown Parkway (Liber 4165, pages 153-161.)

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Also subject to any easements, right of ways and restrictions of record.

The undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended. The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Ratio of Closure is 1/

MATTHEW T. MOKANYK

P.S. No. 42063

PERIPHERAL PARCEL 1

GENERAL GROWTH PROP.

Page 1 of 5

Job No.: 98300.04
Date: 12-02-98
Scale: 1"=100'
Drawn: P.G.P.
Chk'd: M.T.M.
Rev'd: 01-06-00

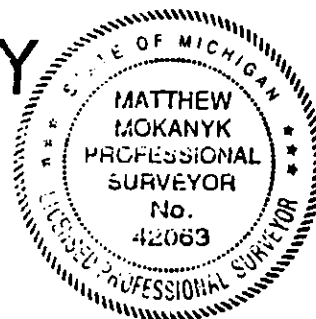


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520-968-1062
Fax: 616-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



Peripheral Parcel 2 Survey Description

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. Described parcel contains 1.18 acres of land more or less.

Subject to an easement not yet recorded as of March 9, 1999 for public road use being more fully described as follows: Commencing at the North 1/4 Corner of Section 29; Thence S01°08'03"E a distance of 898.98 feet to the Southerly Right Of Way of Rivertown Parkway extended and the POINT OF BEGINNING; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet; Thence S01°08'03"E a distance of 247.47 feet; Thence S46°07'24"E a distance of 14.14 feet; Thence N88°53'15"E a distance of 110.72 feet; Thence Southeasterly 207.63 feet along a curve to the right having a radius of 258.00 feet, a central angle 46°06'37" and a chord distance bearing of S68°03'19"E 202.07 feet; Thence S45°00'00"E a distance of 93.53 feet; Thence Southeasterly 168.15 feet along a curve to the right having a radius of 324.20 feet, a central angle of 29°43'04" and a chord bearing distance of S33°18'08"E 166.28 feet; Thence S60°27'32"E a distance of 14.65 feet; Thence N76°38'38"E a distance of 155.97 feet; Thence S01°08'03"E a distance of 61.39 feet; Thence S76°38'38"W a distance of 209.75 feet; Thence Northwesterly 106.25 feet along a curve to the left having a radius of 315.06 feet, central angle of 19°19'21" and a chord bearing distance of N19°04'54"W 105.75 feet; Thence Northwesterly 97.42 feet along a curve to the left having a radius of 264.20 feet, a central angle of 21°07'41" and a chord bearing distance of N37°56'16"W 96.87 feet; Thence N45°00'00"W a distance of 95.27 feet; Thence Northwesterly 159.34 feet along a curve to the left having a radius of 198.00 feet, a central angle of 46°06'36" and a chord distance bearing of N68°03'18"W 155.08 feet; Thence S88°53'15"W a distance of 220.70 feet; Thence N01°08'03"W a distance of 317.48 feet to the Southerly Right Of Way of Rivertown Parkway extended; Thence N88°53'24"E along said right of way extended a distance of 50.00 feet to the POINT OF BEGINNING.

Subject to a 20' wide sanitary sewer easement per Liber 2709, Page 371, Kent County records.

Subject to a 65' wide drainage easement per Liber 4165, pages 153-161, Kent County Records

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded

Also subject to any easements, right of ways and restrictions of record.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'/'

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No.

42063

PERIPHERAL PARCEL 2
GENERAL GROWTH PROP.

Page 2 of 5

Job No.: 98300.04
Date: 3-09-99
Scale: 1"=100'
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



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800-966-1062
Fax: 616-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



PERIPHERAL PARCEL 3 Survey Description

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 to 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. Described parcel contains 1.68 acres of land more or less.

Subject to a 55' wide Drainage Easement whose Westerly Line is coincident with and parallel to the Easterly Right of Way Line of Wilson Avenue (Liber 4165, pages 153-161.)

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement as recorded in Liber 4133, Page 859.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Error of Closure is 1'/

PERIPHERAL PARCEL 3
GENERAL GROWTH PROP.

Page 3 of 5

Job No.: 98300.04
Date: 11-31-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



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Fax: 616-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



PERIPHERAL PARCEL 4 Survey Description

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 cord bearing and distance of S16°00'35"E 208.07 feet; thence S90°00'00"W 422.95 feet to the POINT OF BEGINNING. Described parcel contains 1.77 acres of land, more or less.

Subject to a 55 foot wide Drainage Easement described in Liber 4165 of deeds, Pages 153 through 161.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement as recorded in Liber 4133, Page 859.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is

MATTHEW T. MOKANYK

P.S. No. 42063

Peripheral Parcel 4
GENERAL GROWTH PROP.

Page 4 of 5

Job No.: 98300.04
Date: 03-09-99
Scale: AS NOTED
Drawn: DGH.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



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Fax: 616-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



PERIPHERAL PARCEL 5 Survey Description

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 cord 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. Described parcel contains 2.76 acres of land, more or less.

Subject to a Drainage Easement described in Liber 4165 of deeds, Pages 153 through 161.

Subject to additional easements for Rivertown Crossing Mall for the purpose of water and sewer utilities not yet recorded.

Subject to a 75' wide Consumers Energy Company easement as recorded in Liber 4133, Page 859.

Also subject to any easements, right of ways and restrictions of record.

SECTION CORNER WITNESSES

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN NW SIDE P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT
EAST 3.0' TO C.L. ROAD
WEST 21.77' TO PK NAIL & REMON. TAG N. FACE P.P.

The undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, and that the ratio of closure of the unadjusted field observations is better than 1/5000 and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Peripheral Parcel 5
GENERAL GROWTH PROP.
Page 5 of 5

Job No.: 98300.04
Date: 03-09-99
Scale: AS NOTED
Drawn: DGH.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



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engineering sciences, inc.
Engineers • Surveyors
Environmental Services

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Troy, MI 48066-8607
816-946-9191
800-968-1062
Fax: 816-941-4603

EXHIBIT B - PLOT PLAN

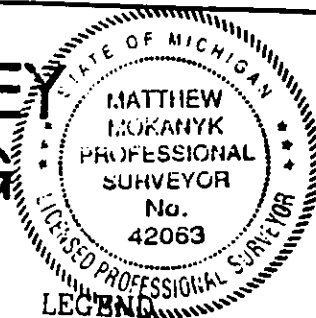
The Plot Plan consists of Sheets 1 through 1 prepared by KA Inc., bearing
“Current Date: 11 Nov 99.” The Plot Plan is incorporated herein by this reference.
Copies of the Plot Plan are attached to each Party’s counterpart copy of this Agreement.

EXHIBIT B-1

**SURVEY OF DEVELOPER PARCEL AND
EACH DEPARTMENT STORE PARCEL**

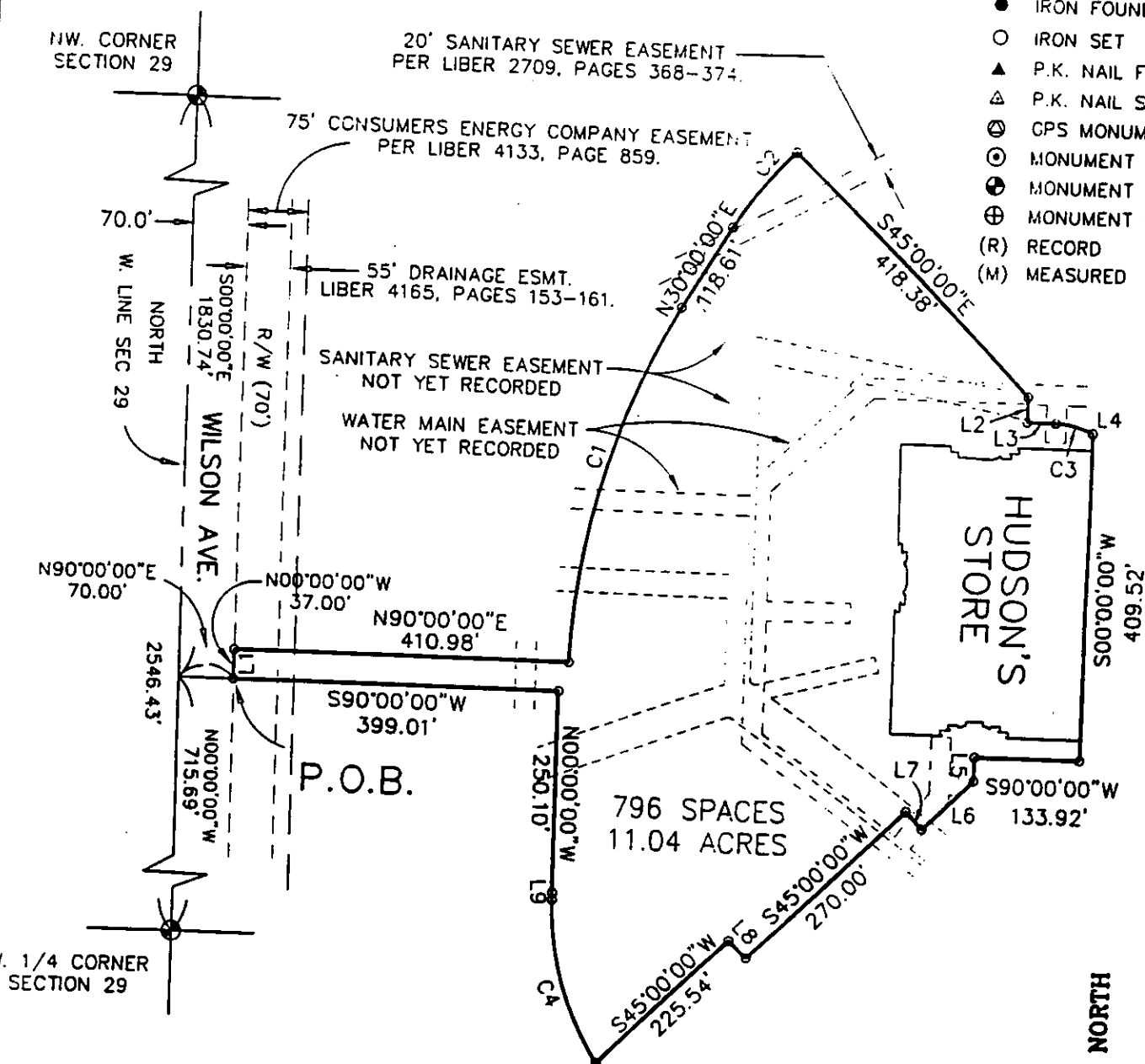
CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



LEGEND

- IRON FOUND
- IRON SET
- ▲ P.K. NAIL FOUND
- △ P.K. NAIL SET
- ⊙ GPS MONUMENT
- ⊕ MONUMENT BOX FOUND
- ⊗ MONUMENT FOUND
- ⊕ MONUMENT SET
- (R) RECORD
- (M) MEASURED



LINE TABLE		
LINE	LENGTH	BEARING
L1	37.00	N00°00'00"W
L2	31.00	S00°00'00"E
L3	36.44	N90°00'00"E
L4	3.96	S64°23'49"E
L5	29.50	S00°00'00"E
L6	88.76	S45°00'00"W
L7	30.00	N45°00'00"W
L8	30.00	N45°00'00"W
L9	11.74	N02°26'27"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	delta	chord	ch. bear
C1	470.24	955.50	28°11'52"	465.51	N15°54'04"E
C2	121.19	455.50	15°14'39"	120.83	N37°37'19"E
C3	44.46	99.50	25°36'11"	44.09	S77°11'55"E
C4	215.28	366.50	33°39'19"	212.20	N16°49'40"W

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.

The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

HUDSONS PARCEL
GENERAL GROWTH PROP.
Page 2 of 7

Job No.: 97300.06
Date: 06-16-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00

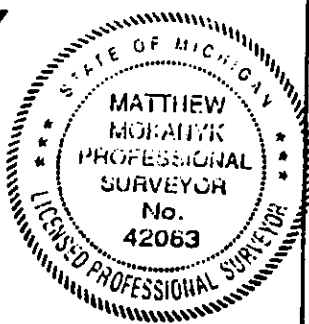


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Environmental Services

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Livonia City, MI 48150-8607
616-948-9191
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CERTIFICATE OF SURVEY
RIVERTOWN CROSSING

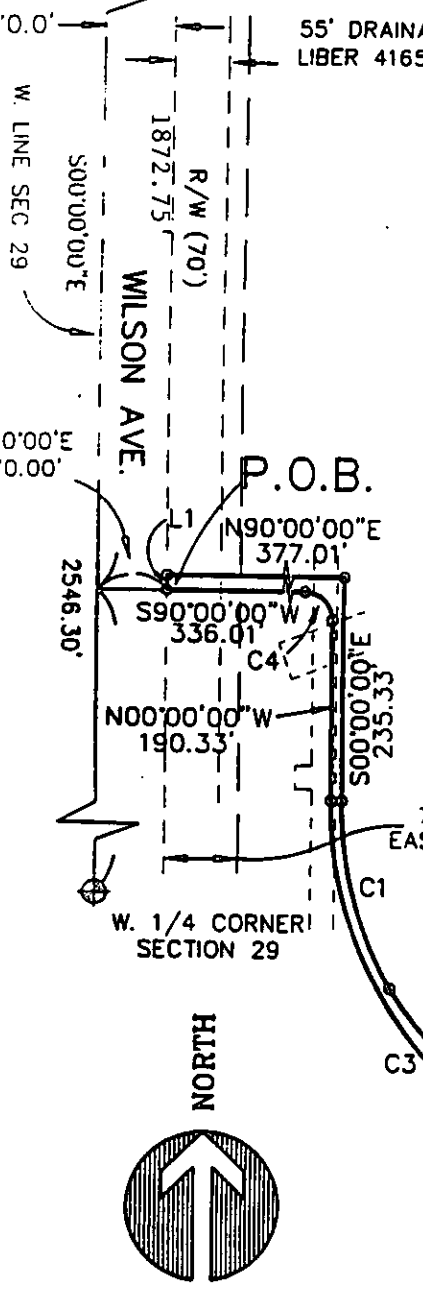
PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



NW CORNER
SECTION 29

NW CORNER SEC. 29, T6N-12W
STANDARD KENT COUNTY MONUMENT:
S49W 61.28' TO NAIL & K.C. REMON. TAG IN P.P.
S32E 47.08' TO SE CORNER CATCH BASIN
N38E 133.26' TO SW CORNER HOUSE FOUNDATION
N79W 152.03' TO TOP C.L. FIRE HYDRANT

WEST 1/4 CORNER SEC. 29, T6N-R12W
STANDARD KENT COUNTY MONUMENT:
S10E 177.62' TO NAIL & K.C. REMON. TAG IN 24" ASH
N65W 85.88' TO SE CORNER HOUSE FOUNDATION
N40W 121.04' TO NE CORNER GARAGE FOUNDATION
N10E 177.05' TO TOP C.L. FIRE HYDRANT



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.50	N00°00'00"W
L2	47.67	N45°00'00"E
L3	66.82	S71°06'41"E
L4	30.00	N45°00'00"W
L5	72.03	N45°00'00"E
L6	40.36	N60°27'58"E
L7	40.31	N20°23'54"E
L8	11.08	S70°04'18"E
L9	19.09	N63°55'32"E
L10	36.46	S70°04'13"E
L11	41.00	N20°00'00"E
L12	134.84	S20°00'00"W
L13	26.00	S70°00'00"E
L14	83.00	S20°00'00"W
L15	24.62	S41°40'33"W
L16	53.43	S00°00'00"E
L17	35.43	S19°55'47"W

- LEGEND
- IRON FOUND
 - IRON SET
 - ▲ P.K. NAIL FOUND
 - △ P.K. NAIL SET
 - ⊙ GPS MONUMENT
 - ⊕ MONUMENT BOX FOUND
 - ⊗ MONUMENT FOUND
 - ⊕ MONUMENT SET
 - (R) RECORD
 - (M) MEASURED



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The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1' /

Matthew T. Mokanyk
MATTHEW T. MOKANYK

S. No. 42063

CURVE TABLE					
CURVE	LENGTH	RADIUS	delta	chord	ch. bear
C1	205.99	389.00	30°20'23"	203.59	S15°10'12"E
C2	209.29	389.00	30°49'35"	206.77	S48°39'05"E
C3	629.10	400.50	90°00'00"	566.39	N45°00'00"W
C4	46.34	29.50	90°00'00"	41.72	N45°00'00"W

KOHL'S PARCEL
GENERAL GROWTH PROP.
Page 3 of 7

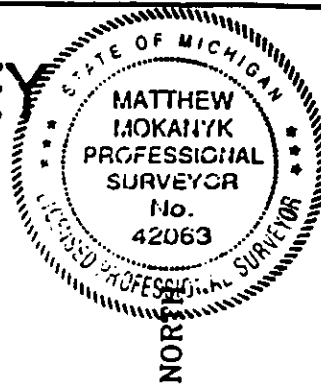
Job No.: 97300.06
Date: 06-18-98
Scale: AS NOTED
Drawn: P.G.P.
Chk'd.: M.T.M.
Rev'd.: 01-06-00

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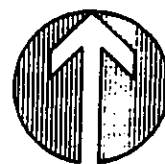
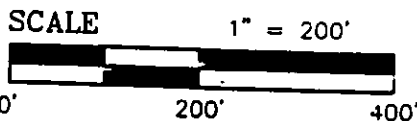
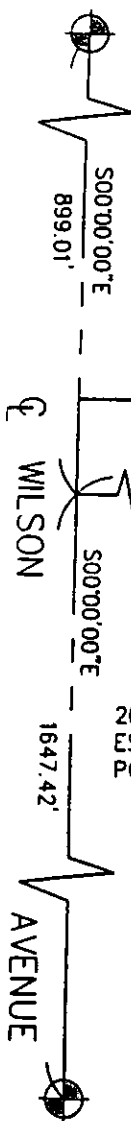
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800-968-1062
Fax: 616-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T6N-R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



NW CORNER
SECTION 29



CL RIVERTOWN PARKWAY (200' WIDE)

P.O.B.

N88°53'24"E

737.18' C11

RIVERTOWN PARKWAY SLY. R/W LINE

65' DRAINAGE EASEMENT

LIBER 4165, PAGES 153-161

N90°00'00"E

579.72'

SANITARY
SEWER
EASEMENT
NOT YET
RECORDED

20' WIDE SAN SEWER
ESMT. PER LIB. 2709,
PG. 368-374

508 SPACES
6.98 acres

- LEGEND**
- IRON FOUND
 - IRON SET
 - ▲ P.K. NAIL FOUND
 - △ P.K. NAIL SET
 - ⊙ GPS MONUMENT
 - ⊙ MONUMENT BOX FD
 - ⊙ MONUMENT FOUND
 - ⊕ MONUMENT SET
 - (R) RECORD
 - (M) MEASURED

JC PENNEY
STORE

WATER MAIN
EASEMENT
NOT YET
RECORDED

N00°00'09"E
133.54'

S90°00'00"W
196.00'

LINE TABLE

LINE	LENGTH	BEARING
L1	21.08	N88°53'24"E
L2	91.10	S00°00'00"W
L3	99.40	N60°56'58"E
L4	19.39	S90°00'00"W
L5	81.75	S00°00'00"E
L6	40.50	N45°29'37"W
L7	10.67	S45°00'00"W
L8	27.75	N45°00'01"W
L9	7.96	N20°58'57"E
L10	102.14	N44°50'20"W
L11	60.00	N44°59'56"E
L12	30.00	N45°00'00"E
L13	65.39	N25°45'54"W
L14	89.52	N00°00'00"W

CURVE TABLE

CURVE	LENGTH	RADIUS	delta	chord	ch. bear
C1	33.64	46.33	41°35'55"	32.91	S19°22'31"W
C2	82.07	39.50	119°03'02"	68.09	S59°31'31"E
C3	127.01	250.50	29°03'01"	125.65	N75°28'29"E
C4	7.27	24.50	17°00'06"	7.24	S33°44'54"E
C5	15.54	73.50	12°06'57"	15.51	S31°18'20"E
C6	28.29	19.50	83°07'51"	25.88	S04°12'07"W
C7	41.04	84.16	27°56'30"	40.64	S31°47'48"W
C8	2.18	23.50	05°19'07"	2.18	N23°38'31"E
C9	31.67	228.00	07°57'31"	31.65	S64°55'44"W
C10	26.45	57.32	26°26'31"	26.22	N12°32'39"W
C11	32.79	65.87	28°31'08"	32.45	N13°38'44"E

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Matthew T. Mokanyk
MATTHEW T. MOKANYK, P.S.

P.S. No. 42063

Error of Closure is 1'/

JC PENNEY PARCEL

GENERAL GROWTH PROP.

Page 4 of 7

Job No.: 98300.04
Date: 06-16-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



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CERTIFICATE OF SURVEY RIVERTOWN CROSSING

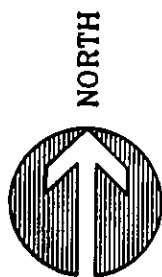
PART OF THE N 1/2, SECTION 29, T6N, R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



NORTH 1/4 CORNER
SECTION 29

0 FOOT SANITARY SEWER ESM'T
PER LIBER 2709, PAGE 371

65' DRAINAGE EASEMENT
PER LIBER 4165, PAGES 153-161



LEGEND

- IRON FOUND
- IRON SET
- ⊙ GPS MONUMENT
- ⊕ MONUMENT BOX FOUND
- ⊗ MONUMENT FOUND
- ⊙ MONUMENT SET

SANITARY SEWER EASEMENT
NOT YET RECORDED

C4
L5

**SEARS
STORE**

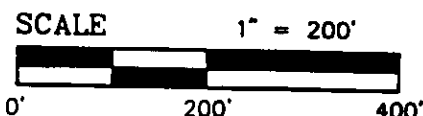
20' WIDE SANITARY
SEWER EASEMENT
PER LIBER 2697,
PAGE 1302

**724 SPACES
10.37 acres**

WATER MAIN EASEMENT
NOT YET RECORDED

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.53	N88°53'24"E
L2	94.38	S45°00'00"E
L3	72.97	S28°20'17"W
L4	30.34	S24°51'27"W
L5	43.06	N44°56'47"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	delta	chord	ch. bear
C1	183.49	228.00	46°06'36"	178.58	S68°03'18"E
C2	222.53	284.00	44°53'43"	216.88	S22°33'09"E
C3	89.04	213.50	23°53'43"	88.40	S12°10'46"W
C4	38.88	100.50	22°09'49"	38.63	N58°14'30"W
C5	30.03	19.50	88°13'40"	27.15	N00°53'10"E
C6	172.74	205.50	48°09'48"	167.70	N67°18'34"W



CENTER 1/4 CORNER
SECTION 29

I, the undersigned, being a Registered Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'/

MATTHEW T. MOKANYK

P.S. No. 42063

SEARS PARCEL

GENERAL GROWTH PROP.

Page 5 of 7

Job No.: 98300.04
Date: 03-09-99
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 01-06-00

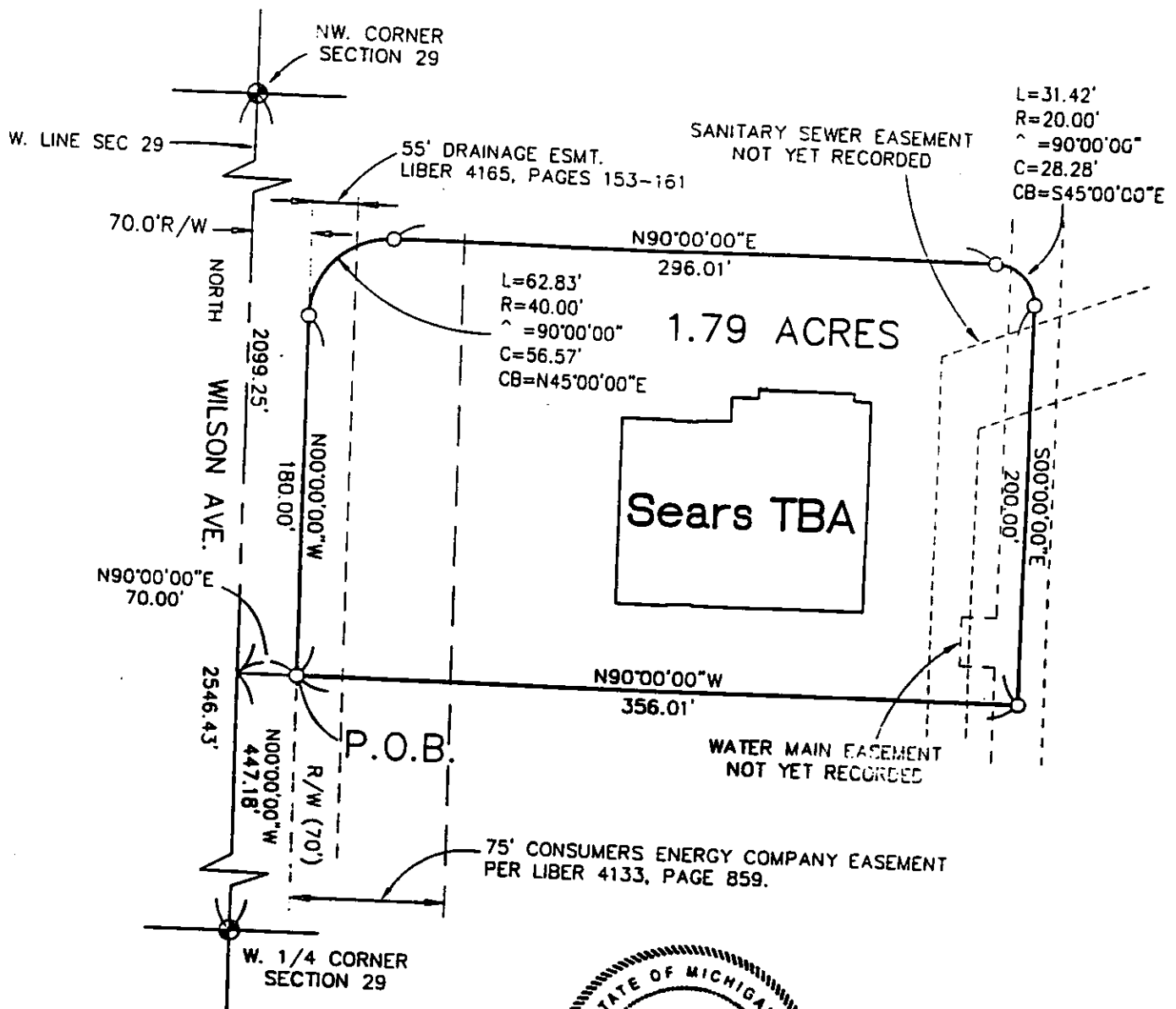


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Fax: 616-941-4503

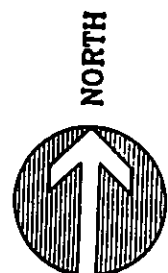
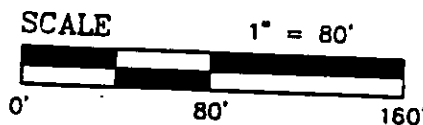
CERTIFICATE OF SURVEY RIVERTOWN CROSSING

PART OF THE NW 1/4, SECTION 29, T. 6 N., R. 12 W.,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



LEGEND

- ⊙ IRON FOUND
- IRON SET
- △ P.K. NAIL FOUND
- △ P.K. NAIL SET
- ⊙ GPS MONUMENT
- ⊙ MONUMENT BOX FOUND
- ⊕ MONUMENT FOUND
- ⊕ MONUMENT SET
- (R) RECORD
- (M) MEASURED



I, the undersigned, being a Licensed Land Surveyor, hereby certify that I have surveyed and mapped the above parcel of land, that the ratio of closure of the unadjusted field observations is noted, and within limits and that I have fully complied with the regulations of Act 132, P.A. 1970 as amended.
The basis for bearings is: The West Line of Section 29 is assumed N00°00'00\"/>

Error of Closure is 1\"/>

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

Client:

SEARS TBA PARCEL
GENERAL GROWTH PROP.
Page 6 of 7

Job No.: 98300.04
Date: 07-14-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd.: M.T.M.
Rev'd.: 01-06-00



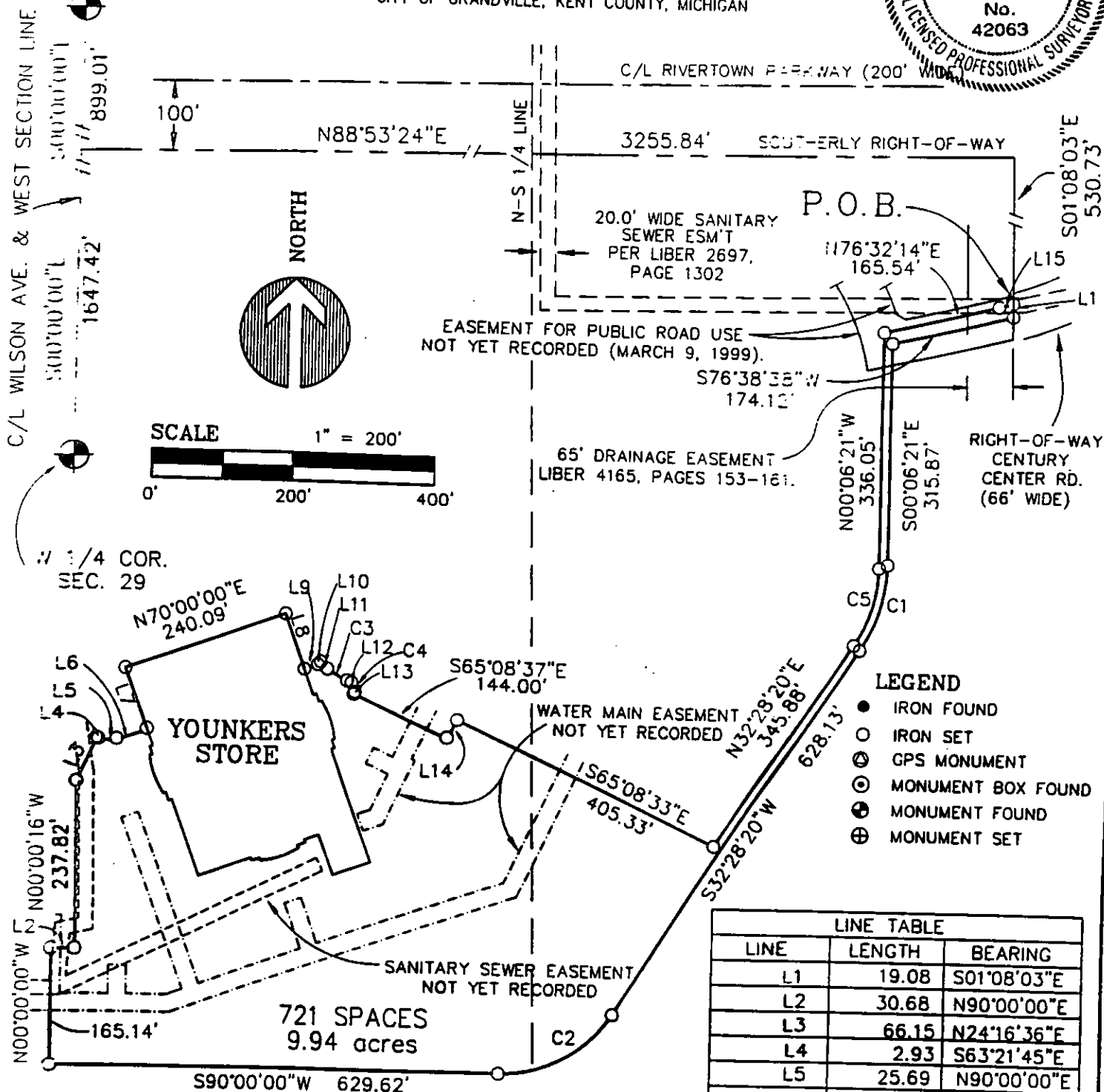
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Environmental Services

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Livonia, MI 48150-8607
816-946-9191
800-968-1062
Fax: 816-941-4603

CERTIFICATE OF SURVEY RIVERTOWN CROSSING

NW CORNER
SECTION 29

PART OF THE N 1/2, SECTION 29, T6N-R12W,
CITY OF GRANDVILLE, KENT COUNTY, MICHIGAN



LEGEND

- IRON FOUND
- IRON SET
- ⊙ GPS MONUMENT
- ⊕ MONUMENT BOX FOUND
- ⊗ MONUMENT FOUND
- ⊕ MONUMENT SET

LINE TABLE

LINE	LENGTH	BEARING
L1	19.08	S01°08'03"E
L2	30.68	N90°00'00"E
L3	66.15	N24°16'36"E
L4	2.93	S63°21'45"E
L5	25.69	N90°00'00"E
L6	44.42	N69°57'55"E
L7	93.61	N20°00'00"W
L8	82.45	S19°52'10"E
L9	20.48	N70°00'00"E
L10	5.75	N45°00'00"E
L11	14.07	S45°00'35"E
L12	7.14	S69°34'46"E
L13	3.59	S28°39'14"W
L14	30.29	N24°51'27"E
L15	20.75	N75°18'09"E

CURVE TABLE

CURVE	LENGTH	RADIUS	delta	chord	ch. bear
C1	129.20	227.22	32°34'40"	127.46	S16°11'00"W
C2	189.77	189.00	57°31'40"	181.89	S61°14'10"W
C3	32.19	175.97	10°28'46"	32.14	S60°47'14"E
C4	16.29	9.50	98°14'00"	14.36	S20°27'46"E
C5	116.91	205.62	32°34'40"	115.35	N16°11'00"E

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The basis for bearings is: The West Line of Section 29 is assumed N00°00'00"E.

Error of Closure is 1'

Matthew T. Mokanyk
MATTHEW T. MOKANYK

P.S. No. 42063

YOUNKERS PARCEL
GENERAL GROWTH PROP.
Page 7 of 7

Job No.: 98300.04
Date: 05-11-98
Scale: AS NOTED
Drawn: J.M.D.
Chk'd: M.T.M.
Rev'd: 01-06-00



Gosling Czubak
engineering sciences, inc.
Engineers • Surveyors
Environmental Services

1280 Business Park Drive
Irvine, CA 92614-4603
616-946-9191
800-968-1062
Fax: 616-941-4603

EXHIBIT C
SIGN CRITERIA

This sign criteria is established for the purpose of assuring a first class regional shopping center and for the mutual benefit of all Parties. Each Party will have the right to enforce this criteria. Any installed nonconforming or unapproved signs must be brought into conformance.

I. Shopping Center Site Signage.

The Project Architect will be directed to incorporate the following signage into the site development plans and these signs will become a part of the Common Area as contemplated by this Agreement;

- a. Traffic signs used to regulate the flow of traffic upon the Shopping Center Site which shall be to the standards of the Department of Highways of the State of Michigan;
- b. Informational signs which the Parties deem necessary to inform the public and orient them within the Parking Area; and
- c. "Entry markers", to be placed at each entry to the Shopping Center Site, which the Project Architect will be directed to design and submit to all Parties for approval, will incorporate the name and logo of the Shopping Center.
- d. Pylon or pole signs in the areas so designated on Exhibit B, if Developer so elects and if permitted by the City of Grandville. No Occupants (other than a theatre, Major Retail and the Peripheral Parcel occupants, all as shown on Exhibit B) shall be identified on such pylon or pole signs without the prior written consent of the Department Store Parties.

II. Mall Store Building Signage.

- a. Tenants in the Mall Store Building will be responsible for the fulfillment of all requirements and specifications as stated in the attached "Mall Tenant Sign Criteria" (Exhibit D), which will be a part of all Leases for Floor Area in the Mall Store Building. Developer will administer and interpret said regulations but is not empowered to authorize any departure.

- b. Developer may allow, at its own discretion, (i) any mall tenant occupying 15,000 square feet or more of Floor Area (and, for tenants of less than 15,000 square feet of Floor Area, signage shown on Exhibit B), (ii) any sit-down restaurant tenant (including any cafeteria tenant) in the Mall Store Building, (iii) any mall tenant having an exterior customer entrance and (iv) the theatre to have an exterior sign. These signs will be limited to a maximum height of 48", except for the theater and national or regional tenants commonly referred to as "big box" tenants which may have their customary signage with a total height not exceeding six (6) feet with the exception of Barnes and Noble whose sign may be up to six (6) feet ten (10) inches in height. Except as shown on Exhibit B, only one sign may be located on the building face which contains an exterior entrance; provided, however, that exterior signs for Barnes & Noble and the theatre (and any replacement tenant for either of them which occupies all or substantially all of its predecessor's entire space) may be located on each building face.
- c. At each entry to the Mall Store Building, an exterior identification sign bearing the Shopping Center name and logo will be permitted.
- d. Directories and other information signage which Developer feels are necessary will be permitted in the Mall; each Department Store Party will be designated on any Shopping Center directory in a manner reasonably acceptable to such Party and which is consistent and harmonious with the design and size of such directory. The location of any directory in the Court of a Department Store Party shall be subject to the approval of such Department Store Party.

III. Department Store Building Signage.

Each of the Department Stores and the Occupant of the area identified "Major Retail" on Exhibit B may have its usual identification signs on its Building or such Major Retail store building (both exterior and facing the Mall) as the same exists on similar Department Store Buildings or such Major Retail store building

operated by them. Such signage will not identify any Occupant other than said Department Store or such Major Retail Occupant. For purposes of this paragraph, the terms "Occupant of the area identified 'Major Retail' on Exhibit B" and "Major Retail Occupant" and words of similar import shall mean Galyan's and any successor occupant who occupies all or substantially all of the area identified "Major Retail" on Exhibit B.

IV. Prohibited Signs.

Other than the Developer's Shopping Center Site Signage referred to in Section I above, none of the Parties will erect any sign on any Common Area, including Parking Area, or on any roof top in the Shopping Center Site other than a sign affixed to the facade of any penthouse or cooling tower, without the express written approval of the other Parties, which approval may be withheld in each other Party's sole discretion. The Parties will not permit any flashing action, moving action, or audible signs on their respective Parcels.

EXHIBIT D

MALL TENANT SIGN CRITERIA

ALL TENANTS SIGN REGULATIONS

INTRODUCTION:

The purpose of this Sign Exhibit is to establish a quality atmosphere while creating an environment which produces maximum traffic and promotes the greatest sales for all tenants in the Shopping Center.

A. ADMINISTRATION

The administration of this Exhibit is vested in the Developer. Developer shall enforce the provisions of this Exhibit and shall administer and interpret these criteria provided, however, that Developer shall not authorize any substantive variation from such criteria without the prior approval of the Department Store Parties.

B. CRITERIA - INTERIOR STOREFRONT SIGNS

1. All signs must be internally illuminated and connected to Tenant's electric service unless Developer approves non-illuminated signs provided that the same are in keeping with first class shopping center standards.
2. The face of the sign will not extend more than 20" beyond the face of the storefront. Letters will be no deeper than 10 inches, and no higher than 20 inches.
3. Light boxes will be permitted only if approved by Developer.
4. Wording will be limited to the name of the store and/or its d/b/a.
5. The maximum length of the lettering will not exceed seventy percent (70%) of the horizontal storefront dimension.
6. Reverse channel illuminated letters are not permitted.
7. Exposed neon signs when held together by a clear glass tube framing system exposed in a window, inside of a light box covered with a colored translucent, or mirrored Plexiglas, or mounted directly on the storefront may be permitted upon demonstration to Developer that quality and aesthetic integration into store design is achieved.
8. No sign may be within three (3) feet of the Mall facade of any department store's building.
9. All signs shall comply with all laws, ordinances, rules and regulations.

C. CRITERIA - EXTERIOR BUILDING SIGNS

By nature of the project, only sit-down restaurant tenants (including any cafeteria), certain tenants occupying 15,000 square feet or more of Floor Area who obtain Developer's prior written consent which may be granted or denied in its sole discretion and those major tenants with exterior customer entrances will be permitted to have exterior signs (except insofar as the Developer may, with the approval of the Department Store Parties, in unusual circumstances and upon good cause shown, allow an exterior sign to a major tenant without an exterior storefront entrance and except as provided for in Exhibit C, II b). Only one sign for each

level of a tenant's building face will be allowed for each Tenant. These signs will be limited to a maximum height of 48", except as otherwise provided in Exhibit C, II b.

D. GENERAL:

1. Doors and Windows

Lettering on doors, windows or on show windows will not exceed 4" in height. No temporary or permanent paper or cardboard signs will be permitted to be applied to the interior or exterior face of the storefront glass or other storefront materials.

2. Lease Lines

No signs will be allowed in the exterior sidewalk or beyond the interior lease line of the leased premises contiguous to the malls, courts, and arcades. Notwithstanding the foregoing, Developer shall have the right to allow any national or regional tenant to have its customary floor entrance sign extend beyond its lease line.

3. Service Courts

Service entrance signs will be provided by Developer.

4. Action Signs

No flashing action, moving action or audible signs are permitted.

5. Colors

Colors must be compatible to colors and materials for the Tenant's storefront and submitted to the Developer for approval.

6. Responsibility

All signs, permits and related or resulting construction will be Tenant's responsibility and all signs will be installed under the supervision of Developer. No sign maker's identification or registered trademark indications will be permitted. Sign contractor will repair any damage caused by his work. All signs must conform to local building and electrical codes.

EXHIBIT E

PERIPHERAL PARCEL RESTRICTIONS

1. The Peripheral Parcels shown on Exhibit B to the Agreement shall be subject to the following restrictions:

- (a) No buildings or other improvements will be constructed on any Peripheral Parcel within 25 feet of the Ring Road or the Access Roads.
- (b) All signs on the Peripheral Parcels will not unduly restrict visibility of any portion of the Shopping Center and will be subject to the following restrictions:
 - (i) No sign shall be permitted unless such sign has been first approved by Developer;
 - (ii) No pylon or monument sign shall be permitted except as shown on Exhibit B. No pylon sign shall exceed the height of the building located on such Peripheral Parcel and no monument sign shall exceed 10 feet in height;
 - (iii) No sign shall be permitted to be attached to any interior or exterior windows; and
 - (iv) No temporary sign, paper sign, flag, banner or streamer shall be permitted.
- (c) The parking area on each Peripheral Parcel shall contain not less than the following number of spaces of the character shown on the Site Plan:
 - (i) five spaces for each 1,000 square feet of service, restaurant or retail Floor Area;
 - (ii) one space per hotel room, plus five spaces per 1,000 feet of Floor Area used for meeting rooms and retail service areas in such hotel, plus two spaces for every three employees scheduled to work the largest shift of such hotel;
 - (iii) three spaces for each 1,000 square feet of office Floor Area;
 - (iv) one space for every four theatre seats; and
 - (v) the minimum number of spaces required by city code for all other uses.
- (d) Developer shall maintain or cause to be maintained or require in a written agreement with the occupant or owner of each Peripheral Parcel the maintenance of the Peripheral Parcels and all improvements thereon in a clean and orderly condition, consistent with the standards of maintenance for the Shopping Center, and, until improved with buildings, the Peripheral Parcels shall be seeded with grass or used for parking.
- (e) Unless otherwise shown, the permissible building area on each Peripheral Parcel shall be the entire Peripheral Parcel, subject to the foregoing requirements regarding parking and building lines.
- (f) Access to all Peripheral Parcels from the Ring Road shall be confined to the curb cuts depicted on Exhibit B unless other curb cut locations are

approved in writing by all of the Department Store Parties, which approval will not be unreasonably withheld.

- (g) No building erected on the Peripheral Parcels shall exceed twenty-four (24) feet (measured to the top of the parapet) above natural grade level (exclusive of basement and rooftop mechanical equipment).
- (h) Landscaping on the Peripheral Parcels shall be compatible with the landscaping of the Shopping Center.
- (i) Exterior architectural compatibility (shape, general design, color and materials) between improvements on the Shopping Center and those on the Peripheral Parcels is deemed highly desirable and therefore no building shall be constructed on a Peripheral Parcel which is architecturally incompatible with the improvements constructed on the Shopping Center.
- (j) The Peripheral Parcels may be developed, improved and used for any retail, office, restaurant, theatre, hotel, motel, entertainment, convenience center (including service station), use or purpose, with the exception that no Peripheral Parcel shall be used for:
 - (i) any heavy industrial use or for a purpose which may cause objectionable odors and/or untidiness such as (but not limited to) stand-up or drive-in food facilities or other litter-creating operations; provided, however, that a sit-down or drive-through type restaurant is not precluded hereby;
 - (ii) any use which involves any unusual firing, explosives or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks);
 - (iii) except for the storage, assembly or manufacture of goods for sale from the Peripheral Parcel incident to a retail use, any warehouse operation or any assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
 - (iv) any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising (other than pet shops and veterinarian clinics or hospitals, provided such facilities have no provision for keeping animals overnight and otherwise comply with the provisions hereof);
 - (v) any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the premises from otherwise authorized uses and, in such latter event, only if handled in a reasonably clean and sanitary manner;
 - (vi) any commercial laundry or dry cleaning plant (other than shops serving as a drop-off and pick-up cleaning establishment with minimal cleaning and/or pressing done on-site), bowling alley, mortuary or similar service;
 - (vii) the performance of any automobile body and fender repair work; and
 - (viii) any use not compatible with the operation of a first-class regional enclosed mall shopping center.
- (k) The owner of each Peripheral Parcel shall maintain, or cause to be maintained, at all times in full force and effect Commercial General

Liability Insurance covering its Peripheral Parcel with an insurer rated A-X or better in the most recent addition of Best's Insurance Reports, such insurance to afford coverage of not less than \$5,000,000 combined single limit per occurrence for personal injuries, including bodily injury or death, blanket broad form contractual liability, owner's and contractor's protective liability, libel, slander, wrongful eviction, false arrest, products, completed operations, and broad form property damage liability to any number of Persons arising out of any one occurrence.

2. The restrictions in Section 1 above shall constitute independent real covenants running with the Peripheral Parcels. Said restrictions on the Peripheral Parcels shall be enforceable by any Department Store Party against (a) Developer for so long as Developer or any Affiliate of Developer owns any such Peripheral Parcel and (b) any successor to Developer's interest in the Peripheral Parcels as to Peripheral Parcels no longer owned by Developer or any Affiliate of Developer

3. The other Parties to the Agreement shall join in the execution of any replat or resubdivision of the Peripheral Parcels if and when requested by Developer from time to time, at no cost or expense to such other Parties.

4. Developer shall use its best efforts (including, without limitation, the prosecution of lawsuits seeking temporary and permanent injunctions) to enforce all restrictions and other provisions hereof at Developer's sole expense. Developer further agrees that the restrictions contained herein shall be expressly set forth in any deed or lease executed by Developer or incorporated in such deed or lease by reference. Developer shall cause any and all mortgages and other liens affecting the Peripheral Parcels to be fully subordinated to the terms of these Restrictions.

5. Notwithstanding anything in the Agreement or these Restrictions to the contrary, Developer reserves the right to dedicate green space and other landscaped areas along the perimeter of the Shopping Center to the City of Grandville, the State of Michigan or other public entities for slope maintenance, greenbelt, bike path and other public purposes without making such conveyance subject to these Restrictions.

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