

PREPARED BY:

Elizabeth A. Berry
DDR Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122

COMMERCIAL SYSTEM INSTALLATION AND SERVICE AGREEMENT
(Buffalo Wild Wings, River Ridge, Birmingham, Alabama)

This Commercial System Installation and Service Agreement (the "Agreement") is entered into this 11th day of July, 2017 (the "Effective Date") by BELLSOUTH TELECOMMUNICATIONS d/b/a AT&T-Alabama ("Operator") and DDRTC RIVER RIDGE LLC, a Delaware limited liability company ("Owner").

1. PROPERTY. Owner represents and warrants that, as of the Effective Date, it is the owner of the land and improvements at 4606 US 280, Birmingham, AL 35242, more commonly known as River Ridge, such property being all or a portion of the property legally described on Exhibit A attached hereto (such portion of the property shall be referred to herein as the "Property"), but Operator and Owner acknowledge and agree that such Property (and Owner's title thereto) is subject to the rights of tenants under leases and license agreements, any easements, restrictions, agreements, covenants, and other agreements of record, and other utility and/or telecommunications licenses (collectively, "Permitted Exceptions").

2. SERVICES. Operator operates a telecommunications distribution system (a system of coaxial cable, copper cable, fiber optic cable or lines, or other types of communication lines, or other wire line or wireless delivery system, and all equipment associated therewith) in the area where the Property is located. Operator provides telecommunications, high-speed data, video and other services ("Services") to its subscribers. Operator desires to make Services available to the specific building(s) (the "Building(s)"), located upon the Property as outlined on Exhibit B, consisting of the following unit or space numbers or addresses: Unit #19 (Buffalo Wild Wings) (individually and collectively, the "Premises") for current or future occupants of the Building that may exist during the Term (hereinafter defined) (collectively, the "Tenants"), and Owner has agreed to permit this pursuant to the terms of this Agreement. Operator shall deal directly with Tenants with respect to providing Services and billing and collecting therefor, and Owner shall not be responsible for any amounts due to Operator from Tenants.

3. GRANT OF LICENSE/TERM.

- a. **Grant of Non-Exclusive License.** In consideration of One Dollar (\$1.00) and other good and valuable consideration, which consideration is hereby confessed and acknowledged by Owner, Owner hereby grants to Operator a non-exclusive license to the following certain tracts or parcels of land located within the Property (the "License"): the area more particularly depicted on Exhibit C attached hereto and labeled License (the "License Area"), which License is subject to the terms and conditions of this Agreement and all Permitted Exceptions, for the purposes of ingress and egress, and to permit Operator and its contractors to: (i) design, construct, install, own, operate, maintain, market, upgrade, repair, replace and remove wires, cables and conduit within the License Area as part of the System if use of the existing conduit is not possible (as used herein, "System" means Operator's fiber/copper/coaxial system comprised of internal and external wiring, cables including the internal wiring running to each individual unit up to the 12" demarcation point, conduit, molding, antennas, signal converters, signal decoders, and all other equipment and facilities that are reasonably necessary to provide Services to the Premises); (ii) market and sell Services to Tenants occupying the Premises, in person or by other means of distribution and solicitation; and (iii) collecting amounts due on account of the sale of Services and other goods and services sold by or through Operator in connection with the sale of Services to Tenants (said purposes being hereinafter collectively called the "License Purposes"). Operator shall also have non-exclusive access to, and license to use, all rights-of-way, private roads and other areas on the Property as are reasonably required for exercise of Operator's rights hereunder, subject to reasonable rules and regulations that may be established by Owner. The parties acknowledge that the License Area is private property and is not dedicated

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to the general public or for any public use or purpose whatsoever and that nothing herein, express or implied, shall confer upon the general public any rights or remedies under or by reason of this Agreement. Operator's use of the License Area is limited to the License Purposes only. All licenses granted herein shall be non-exclusive and are granted on an AS-IS, WHERE-IS basis, with no representations or warranties except as expressly provided in this Agreement.

- b. **Term of License.** Except as hereinafter provided, this Agreement and License shall (a) run with the title to the Property and are binding on Owner and on all subsequent owners of the Property, as well as on others who may subsequently claim an interest in the Property and (b) commence on the Effective Date and remain in effect for ninety (90) days following the later to occur of: (i) the date that is five (5) years from the Effective Date or (ii) the date Operator shall cease to provide Services to Tenants subject to the last sentence of this paragraph (the "Term"). Notwithstanding anything contained in this Agreement to the contrary, at any time, if (i) no person or entity is occupying the Building, or (ii) no occupant of the Building has used the Services in connection with the operation of its business for a continuous period of ninety (90) days, then in either case (collectively, the "Non-Use Event"), at Owner's election, the Term shall end on the date that is thirty (30) days after Operator's receipt of written notice of termination from Owner of such Non-Use Event (each a "Non-Use Event Termination"). Provided that this Agreement is in full force and effect on the fifth anniversary of the Effective Date, the five (5) year Term set forth in 3(b)(i) shall be extended automatically for ninety (90) day periods unless either Party shall give the other written notice of its intent to terminate this Agreement at least thirty (30) days prior to the commencement of the succeeding period, but subject to an earlier Non-Use Event Termination. Notwithstanding anything in this Agreement to the contrary, if at any time after the expiration of the initial five (5) year period after the Effective Date, Owner delivers notice of its desire to terminate this Agreement ("Owner's Termination Notice") but Operator is continuing to provide Services to Tenants, Operator may continue to provide Services through the then-existing term of its agreements with such Tenants at which time this Agreement shall terminate without further action by either party. Upon receipt of such notice from Owner, the Parties agree to cooperate to determine when the Agreement will terminate based on the existing term provisions in agreements Operator has with Tenants.

4. **RELOCATION OF THE LICENSE AREA.** The License is subject to a general reservation and right in Owner (and any of its employees, agents, contractors, licensees, designees or any third parties to whom Owner grants similar rights) to use any portion of land above, below or around the License Area so long as such use does not unreasonably interfere with the use of Operator for its intended purposes. In addition, Owner reserves the right to relocate the License Area provided that (a) a substitute License Area is established which provides substantially the same benefit to Operator, (b) such relocation is made at no expense to Operator, and Owner shall use reasonable efforts to minimize interference with Operator's operations, (c) Owner shall provide not less than thirty (30) days advance written notice to Operator prior to any such relocation and the parties shall negotiate in good faith for a commercially reasonable amount of time for Operator to perform such relocations; so that there is a minimal interruption of the Services, Owner shall permit Operator to conduct a standard cutover procedure from the original license area to the relocation license area.

5. **INSTALLATION AND MAINTENANCE OF SYSTEM; TERMINATION.**

- a. **Locating Utilities and Easements.** Prior to installing the System, performing any work whatsoever at the Property, providing the Services or exercising any rights under this Agreement, Operator shall be responsible for determining the existence of, and locating, any other utilities or easements of record on the Property or around the License Area on the Property, whether on or serving the Property, and Operator shall be responsible for ensuring the safety and protection of such utilities and for not disturbing such existing utilities in any manner whatsoever. If requested by Operator, to the extent Owner's Property Manager is aware of any unrecorded underground utility lines or other easements, Owner's Property Manager shall notify Operator of the existence and approximate location of such matters at the time it approves the Operator's plans pursuant to Section 5(b) below. Operator shall be responsible for reviewing and independently verifying any utilities information or data (including, without limitation, any such information provided by Owner, its agents, employees or contractors), to contact all applicable utility providers and/or state mandated utility locating services, and not to proceed with any excavation until all applicable utilities and easements of record are located. If any other utility operator's or other third party's consent is required in connection with the License or System, Operator is solely responsible for obtaining any necessary consents prior to installing the System or performing any work at the Property.

- b. **Construction of System.** Prior to the commencement of any preliminary work at the Property, Operator shall, at its cost and expense, prepare and deliver to the property manager of the Property ("Property Manager") (specifically, Laura Weinzettel; Email: lweinzettel@ddr.com; phone: 404-504-6706 all drawings, plans and specifications for the System, a construction schedule, and any other information regarding the work as the Property Manager may reasonably request (collectively, the "Preliminary Plans"). Such Preliminary Plans shall detail the specific location and size of the System, the proposed installation plan for the system, any space required in the Building on the Property outside of the vertical and horizontal shaft necessary to house the System and describe with specificity the proposed construction and work. Owner (acting through its Property Manager) shall review the Preliminary Plans and provide its response thereto within ten (10) business days. If changes or modifications are required to the Preliminary Plans, Operator shall submit revised plans for Owner's approval. The final plans that are approved by Owner without further modification shall be referred to herein as the "Final Plans." No work shall commence until Owner has approved the Final Plans. After the Final Plans have been approved, Operator may install the System, in strict accordance with the Final Plans, at Operator's sole cost and expense. Operator shall not make any changes to the Final Plans without first obtaining Owner's prior written consent. Operator shall:
- 1) meet with Property Manager at the Property prior to construction to review the plans, discuss installation and construction procedures and determine storage locations. Property Manager shall have the right to waive the meeting requirement in Property Manager's sole discretion;
 - 2) perform such construction and all other work at the Property in a safe manner consistent with generally accepted construction standards;
 - 3) perform such construction and work in a good and workmanlike manner, in accordance with all laws and in such a way as to reasonably minimize interference with the operation of the Property; and
 - 4) obtain, prior to the commencement of any construction and work, necessary federal, state and municipal permits, licenses and approvals.
- c. **Maintenance.** Operator shall, at its sole cost, install and maintain the System in accordance with Industry standards, applicable laws and regulations, and the Final Plans. Operator shall keep the System in good order, repair and condition throughout the Term and promptly and adequately repair all damage to the Property caused by the System or Operator, its agents, employees, and Subcontractors (as defined below). Operator shall comply with all federal, state and municipal laws, orders, rules and regulations applicable to the System (and installation thereof) throughout the Term.
- d. **Access.** Owner shall provide Operator with access to the Property as reasonably necessary for Operator to install, connect, disconnect, operate, maintain, repair and remove the System during normal business hours (defined herein as 8:00 a.m. to 5:00 p.m. Monday through Friday). Additionally, Owner shall use commercially reasonable efforts to provide Operator twenty four hour a day seven days a week access to the Property in the event of an emergency (e.g., service outage) as long as Operator adheres to Owner's standard process pertaining to after-hours access by contractors and vendors.
- e. **Damage to Property or System.** Operator, at its sole cost, will repair and restore all portions of the Property damaged directly or indirectly by Operator, its employees, agents or Subcontractors to its condition immediately prior to such damage (whether such damage is caused during construction, repair, maintenance, removal or otherwise). To the extent any asphalt, pavement or concrete is disturbed in connection with the use of the license granted herein, Operator shall be responsible for promptly repairing and restoring such asphalt, pavement or concrete to the condition it existed prior to such disturbance. Operator, at Owner's sole cost, will repair any damage to the System caused by the negligence of Owner, its employees or contractors (but Owner shall not be obligated to pay Operator for repairing any damage caused by any Tenants, their employees or contractors) to its condition immediately prior to such damage. Owner shall pay for the reasonable costs of such repair or replacement promptly upon receipt of an invoice therefor from Operator and reasonable substantiating documentation.
- f. **Access to Property Shall Be Maintained.** At all times while Operator is exercising its rights under this Agreement, Operator shall ensure that pedestrians and vehicles can pass along and through all access drives on the Property and

within the shopping center, unless a temporary closure is otherwise consented to in writing by the Property Manager, and Operator shall not cause or permit any material interference or interruption of such passageways.

- g. **Termination.** The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Upon the expiration of the Term, the License granted hereunder automatically will terminate after an additional 30-day continuation period solely for the purpose of allowing Operator to either abandon the System in place or remove the System from the Property at Operator's sole cost; provided, however, Operator may only abandon in place underground portions of the System. Operator must remove all above ground improvements and repair any damage to the Property resulting therefrom. Any System components abandoned at the Property automatically shall become the property of Owner, free and clear of all liens and encumbrances, without any further action required by either party. At any time after such 90-day period, and upon Owner's request, Operator promptly will execute a reasonable Termination of Agreement that may be recorded by Owner to evidence the termination of this Agreement, and if Operator fails to execute such an agreement within ten (10) days' of Owner's request, Owner shall be permitted to record a termination of this Agreement, and Owner and Operator hereby acknowledge and agree that Owner's signature shall be sufficient to evidence such termination.

6. OPERATOR'S RIGHT TO ASSIGN; USE OF CONTRACTORS AND SUBCONTRACTORS.

- a. **Assignment by Operator of this Agreement.** Operator shall at all times remain the owner of the System and Owner shall not permit any third party to use, move, interfere with or otherwise access the System, except as may be required by applicable law or regulation; provided that Operator shall have the right to convey the System and assign this Agreement without the prior consent of Owner to any affiliate, an entity in which Operator owns, directly or indirectly, fifty percent (50%) or more of the stock or membership interests, or entity which owns, directly or indirectly, fifty percent (50%) or more of the stock or membership interests of Operator, which shall include without limitation an assignment of Operator's interest under this Agreement by operation of law or as a consequence of a merger of Operator into or with another entity, a change of control of or change of ownership of Operator, or a sale of substantially all of Operator's assets, and otherwise convey the System. Except in connection with an assignment permitted pursuant to the previous sentence, Operator shall not be permitted to assign this Agreement without first obtaining Owner's prior written consent. Any assignee shall be required to assume, in writing, Operator's duties and obligations under this Agreement, and a copy of such written assignment shall be delivered to Owner.
- b. **Contractors and Subcontractors.** Operator may engage contractors and subcontractors (collectively referred to herein as "Subcontractors") to install and maintain the System provided that each of the following conditions are met: (a) each Subcontractor shall comply with each of the requirements of this Agreement as if such Subcontractor was "Operator" hereunder, (b) each Subcontractor shall be reputable, qualified, trained and if applicable, licensed to perform the work required hereunder, (c) Operator will require each Subcontractor to maintain insurance as required under Operator's agreement with such subcontractor, and will obtain evidence of such insurance from all Subcontractors, (d) Operator will indemnify, defend, and hold harmless Owner from all actions and negligent inactions of the Subcontractors, except to the extent caused by the actions and negligent inactions of Owner, and (e) Operator will continue to remain fully liable to Owner for all obligations under this Agreement, notwithstanding Operator's use of such Subcontractors. The obligations under this Section shall survive the Term and any termination of this Agreement.

7. **EMINENT DOMAIN.** In the event that any part of the License Area shall be taken by eminent domain or any similar authority of law, the entire award for the value of the land, buildings and improvements so taken shall belong to Owner, or to its mortgagees or Tenants, as their interests may appear, and Operator shall not claim any portion of such award by virtue of any interest created by this Agreement, provided, however, that Operator is permitted to file a separate claim for the loss of Operator's business, the taking of Operator's fixtures or other property, and Operator's relocation expenses, provided that such claim by Operator does not diminish the Owner's claim.

8. **PAYMENT OF TAXES.** Operator shall pay, or cause to be paid, before respective dates when they shall become delinquent (subject to Operator's right to avail itself of any legally available grace periods, provided the exercise of such right does not adversely affect the rights of Owner to use the License Area), all personal property taxes levied and assessed on the personal property owned by Operator within the License Area. The obligations under this Section shall survive the Term and any termination of this Agreement.

9. LIENS. Operator shall not cause, suffer or permit any lien, claim, or other encumbrance to be filed against the Property or License Area in connection with Operator's construction, installation, maintenance, use or repair of the System or the exercise of any right or privilege of Operator hereunder. If Owner notifies Operator that such a lien has been filed against the Property or License Area by Operator or any of its contractors performing work at the Property, then Operator shall have the lien removed and released of record at Operator's sole cost and expense within 20 days from receipt of Owner's notice. The obligations under this Section shall survive the Term and any termination of this Agreement.

10. NO WARRANTIES. Operator makes no representations or warranties—express or implied—regarding the System or Services, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and all such warranties are hereby disclaimed.

11. INSURANCE. Operator agrees to maintain commercial general liability insurance coverage of : \$2,000,000.00 per occurrence for bodily injury, in the aggregate amount of \$5,000,000.00 and property damage in an amount of \$2,000,000.00. Operator shall name Owner and DDR Corp. as additional insureds thereunder. In addition, Operator shall maintain Worker's Compensation insurance with statutory limits, Employer's Liability insurance with limits of \$1,000,000.00 each coverage and automobile liability insurance in the amount of \$1,000,000.00. Certificates of insurance evidencing such required coverage are attached hereto as Exhibit D. If certificates of insurance evidencing such coverage are not attached to this Agreement, Operator shall not be permitted to commence construction unless and until certificates of insurance have been provided and approved by Owner.

12. INDEMNIFICATION.

- a. **Indemnification from Operator.** Except for claims arising from the negligence or misconduct of Owner, Operator will defend, indemnify, and hold harmless Owner and, as applicable, Owner's shareholders, members, partners, directors, managers, officers, employees, contractors, agents, tenants and affiliates ("Owner's Related Parties"), from and against all claims, liabilities, losses, costs, or damages (collectively, "Losses"), incurred by Owner or Owner's Related Parties resulting from (i) Operator's installation, maintenance, operation or removal of the Facilities or System, except Operator shall not be required to indemnify Owner for any Losses arising out of pre-existing hazardous materials located on the Property, (ii) the Services provided by Operator, or (iii) bodily injury or property damage caused by the negligence or misconduct of Operator or its employees, agents, contractors or subcontractors. The obligations under this Section shall survive the Term and any termination of this Agreement.
- b. **Indemnification from Owner.** Except for claims arising from the negligence or misconduct of Operator, Owner will defend, indemnify, and hold harmless Operator and, as applicable, Operator's shareholders, members, partners, directors, managers, officers, employees, contractors, agents and affiliates ("Operator's Related Parties"), from and against all Losses incurred by Operator or Operator's Related Parties resulting from (i) damage to any part of the System caused by Owner or its employees or agents or (ii) bodily injury or property damage caused by the negligence or misconduct of Owner or its employees or agents. The obligations under this Section shall survive the Term and any termination of this Agreement.
- c. **Notice and Procedures.** A party seeking defense and/or indemnification under this Section ("Indemnitee") promptly shall (i) notify the other party ("Indemnitor") of any claim for which it is requesting indemnification and tender the defense; and (ii) provide all reasonably available facts, circumstances, documents and particulars of the claim and reasonably assist where requested to enable Indemnitor to defend, settle and/or indemnify for such claim. Indemnitor shall have sole control over such defense, investigation, and/or settlement negotiations, but shall not settle any claim without first obtaining Indemnitee's prior consent where the settlement of such claim (1) results in any admission of guilt on the part of Indemnitee; (2) imposes any obligation or liability on Indemnitee; or (3) has a judicially binding effect on Indemnitee, in each case, other than monetary liability for which Indemnitee is indemnified by Indemnitor under this Section. Indemnitor shall have no liability or obligation to Indemnitee under this Section in connection with (a) any claims not promptly tendered to Indemnitor for defense in compliance with this Section, provided that if Indemnitor provides a defense notwithstanding such failure, then any Losses to the extent that they could have been avoided, minimized or otherwise mitigated had the claim been promptly tendered; (b) any attorneys' fees or other costs or expenses incurred by Indemnitee in connection with a claim (e.g., costs of investigation, verification, review, etc.), except for the specific purpose of enforcing Indemnitee's rights in connection with Indemnitor's failure to comply with this Section; or (c) any settlements that Indemnitor does not approve. The obligations under this Section shall survive the Term and any termination of this Agreement.

- 13. Limitation of Liability/Waiver of Jury Trial.** Notwithstanding anything to the contrary contained herein, in no

event shall Operator or Owner be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings or revenues of any kind, whether or not Operator or Owner has been advised of the possibility of such damages. To the extent permitted by applicable law Owner and Operator waive all right to trial by jury in any claims, action, proceeding or counterclaim by either Owner or Operator against each other or any matter arising out of or in any way connected with this Agreement, the relationship of Owner and Operator or Operator's use or occupancy of the Property.

14. DEFAULT. In the event of any default by a party in the performance or observance of any term, condition or covenant of this Agreement, which default is not cured within thirty (30) days after the giving of written notice from the non-defaulting party (unless such default is in the nature that it cannot be cured within such thirty (30) day period, in which case the period to cure such default shall be extended so long as the defaulting party shall have commenced the curing of such default within such thirty (30) day period and shall thereafter diligently and continuously prosecute the curing of same and shall completely cure such default as promptly as possible), then the non-defaulting party, in addition to any other rights available to it at law or in equity, shall have the right, exercisable by delivering written notice to the defaulting party, (a) to cure such default, and the right to be promptly reimbursed for any costs incurred to cure such default plus an administrative fee equal to fifteen (15%) percent of such costs, which reimbursement shall be made within thirty (30) days of receipt of an invoice therefor, or (b) to terminate the Agreement whereupon the License herein granted shall cease and desist and be of no further force and effect. Notwithstanding the foregoing, in the event of an emergency situation, Owner shall have the right to immediately exercise the self-help right provided herein without being required to provide the notice and cure period above.

15. NOTICES. All notices, requests, demands, consents and other communications that are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by courier (such as UPS or FedEx), registered or certified mail (postage prepaid), overnight delivery or in person to a party's address stated at end of this Agreement. Such notice shall be effective upon actual receipt or rejection by the intended recipient. Either party may change its address by giving notice to the other party in accordance with this Section. Owner shall be permitted to change the name and contact information of Property Manager at any time by providing written notice of such to Operator in accordance with this notice provision.

16. FORCE MAJEURE. Despite anything to the contrary in this Agreement, neither party will be liable or in default under this Agreement or the Plans for any delay or failure of performance resulting directly from anything beyond the reasonable control of the nonperforming party (a "Force Majeure Event"), including, but not limited to, acts of God; acts of civil or military authority; acts of a public enemy; war; severe weather, earthquakes, or floods; fires or explosions; governmental action or regulation; strikes, lockouts, or other work interruptions or labor shortages; supplier shortages; transportation and delivery delays; or blocked access rights. The time for performance of a party hereunder shall be extended commensurate with the duration of the Force Majeure Event.

17. MODIFICATION; WAIVER; SCOPE OF AGREEMENT; GOVERNING LAW; MISCELLANEOUS. This Agreement constitutes the entire agreement between Owner and Operator with respect to, and supersedes all other agreements relating to, the subject matter contained herein. Except as otherwise provided herein, this Agreement can be modified or changed only by a written instrument signed by both parties. A party's waiver of enforcement of any of the terms or conditions of this Agreement will be effective only if in writing. This Agreement is governed by and shall be interpreted under the laws of the state in which the Property is located, without regard to its choice of law provisions. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with laws as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Agreement shall remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be considered an original. Nothing in the Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. Either party may record this Agreement at any time at Operator's sole cost and expense.

[Signatures set forth on following page(s).]

Operator:

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Owner:

AT&T d.b.a. BellSouth
A(N)

DDRTC RIVER RIDGE LLC
a Delaware limited liability company

By: [Signature]
Name: JAMES H. DARDEN
Title: MGR - OSP PLNG & DESIGN
Address: 208 S. Akard, 30th Floor
Dallas, Texas 75202
Attn: General Attorney - Network

By: [Signature]
Name: David E. Weiss
Title: Executive Vice President
Address: 3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: General Counsel

WITNESSES AS TO OPERATOR

[Signature]
Name: JOHN E. NEE

[Signature]
Name: Mike Ross

WITNESSES AS TO OWNER

[Signature]
Name: ELIZABETH A. BERRY

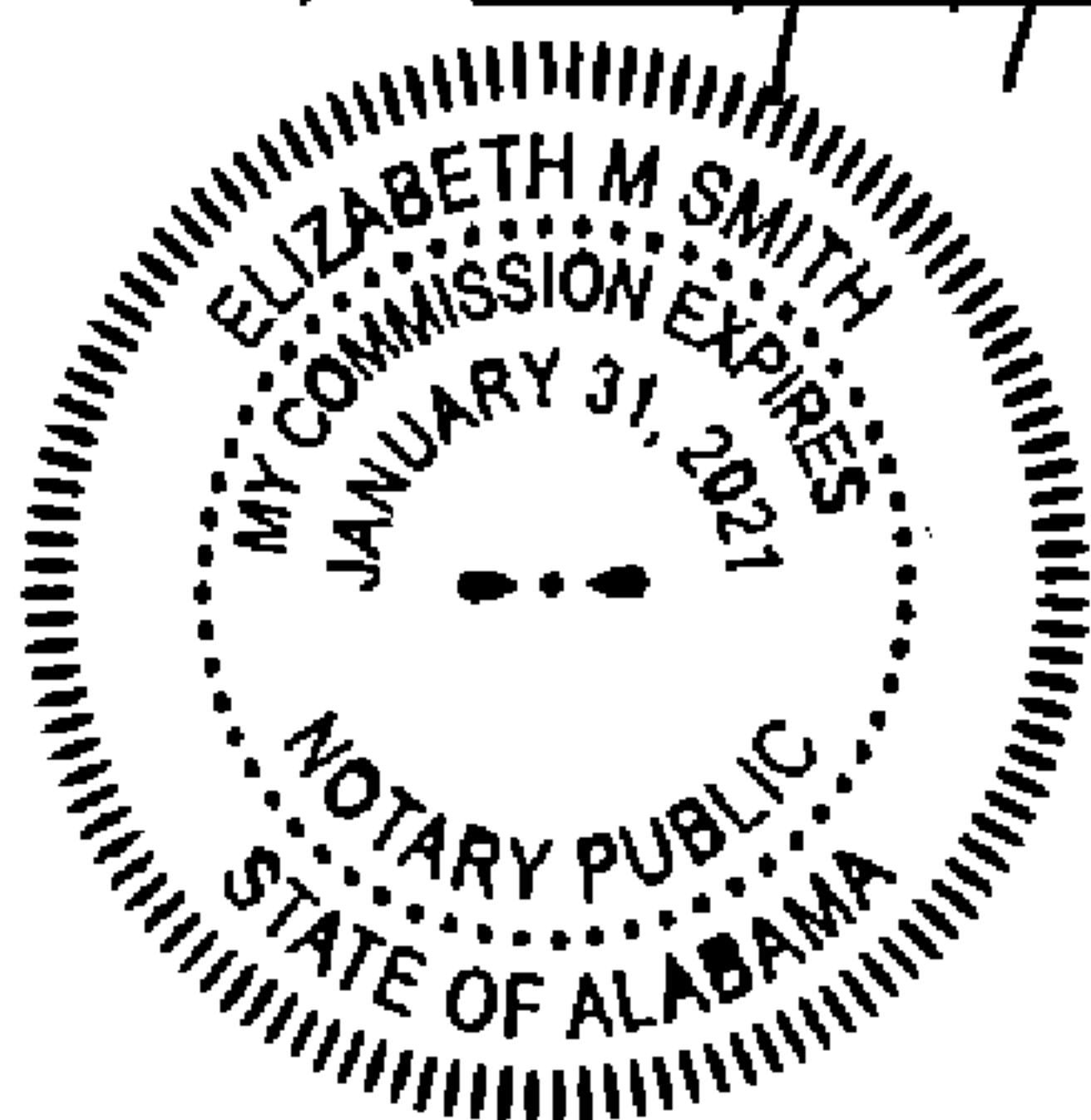
[Signature]
Name: Roberta W. Rusek

Operator's Signature Notarized by:

State of ALABAMA
County of JEFFERSON

On the 9th day of JUNE in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES H. DARDEN, the MGR - OSP of AT&T-ALABAMA, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: 01/31/2021



[Signature]
Notary Public in and for the State of ALABAMA
ELIZABETH M. SMITH
Printed name of Notary

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Owner's Signature Notarized by:

State of Ohio
County of Cuyahoga

On the 11th day of July in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared David E. Weiss, the Executive Vice President of DDRTC RIVER RIDGE LLC, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in their capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

My Commission Expires: APRIL 18, 2018

ELIZABETH A. BERRY
Notary Public, State of Ohio, Cuyahoga Cty.
My Commission Expires 4/18/18

Elizabeth A. Berry
Notary Public in and for the State of Ohio
ELIZABETH A. BERRY
Printed name of Notary

EXHIBIT A

Property Legal Description

Parcel I:

Lot 3-A , according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 6, according to the Survey of River Ridge Plaza, as recorded in Map Book 26, page 14, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

Continued...

Together with easement rights as contained in Grant of Easements recorded as Instrument 2000-01426, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in Construction, Operations, Restrictions and Easement Agreement recorded as Instrument 2001-37114 and 20030512000291030, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in Detention Pond and Drainage Easement recorded as Instrument 20030512000291040, in the Probate Office of Shelby County, Alabama.

Parcel III:

Lots 3-B, according to the Survey of River Ridge Plaza Lot 3 Resurvey, as recorded in Map Book 31, page 58, in the Probate Office of Shelby County, Alabama.

Together with easement rights as contained in that certain Reciprocal Easement and Operating Agreement recorded as Instrument 1999-38039, in the Probate Office of Shelby County, Alabama; and

Together with easement rights as contained in that certain Operation and Easement Agreement recorded as Instrument 1999-38041, in the Probate Office of Shelby County, Alabama, as amended by Scrivener's Affidavit recorded as Instrument 200104-4979 in the Probate Office of Jefferson County, Alabama; and First Amendment to Operation and Easement Agreement recorded as Instrument 20021217000629710, re-recorded in Instrument 200302120000868830 in the Probate Office of Shelby County, Alabama; and

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TENANT INDEX

1	STAPLES	23,942
2	NORDSTROM RACK	34,904
3	BEST BUY	45,504
4	COST PLUS WORLD MARKET	17,790
6	PIER 1 IMPORTS	8,981
7	JENNY CRAIG	2,395
8	SAIGON NOODLE HOUSE	2,782
9	MATTRESS FIRM	5,568
10	MEN'S WEARHOUSE	6,600
11	CARRABBA'S ITALIAN GRILL	6,644
12	PURPLE ONION	3,500
16	GAMESTOP	1,450
17	BROWS THREADING AND	1,499
18	WAXING STUDIO	3,050
19	SAPPHIRE NAILS & SPA	6,375
20	BUFFALO WILD WINGS	1,182
U-13	AVAILABLE	177,500
	TARGET	177,500

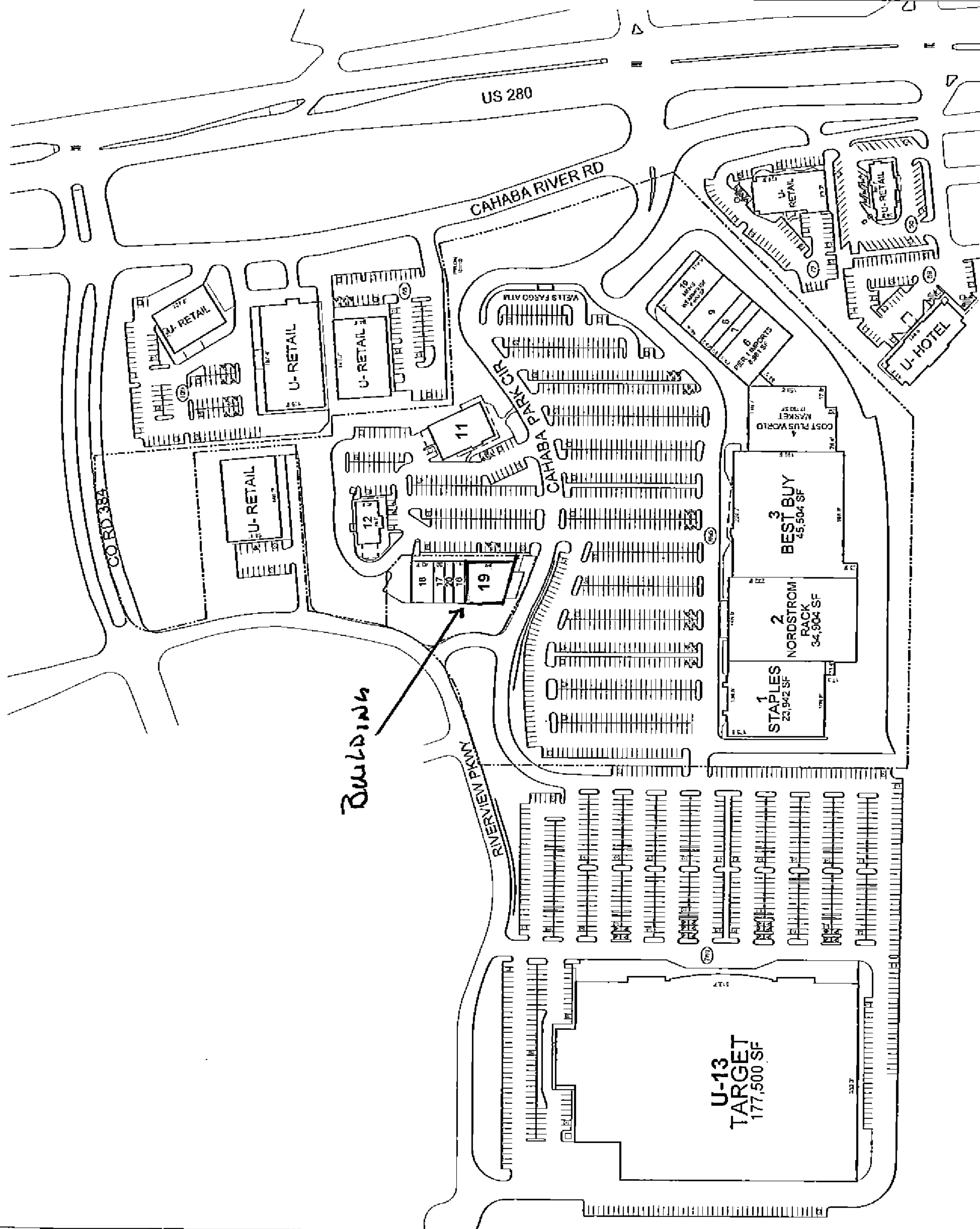
EXHIBIT B
20170726000267490 07/26/2017 08:42:05 AM AGREEMENT
11/16

ddc

THIS DRAWING IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS INTENDED FOR USE AS A REFERENCE ONLY. THIS DRAWING IS NOT INTENDED TO REPRESENT THE ACTUAL SIZE, DIMENSIONS, OWNERSHIP, OR TENANCY OF THE MATTERS DEPICTED. ANY AND ALL FEATURES AND INFORMATION ARE FOR ILLUSTRATIVE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

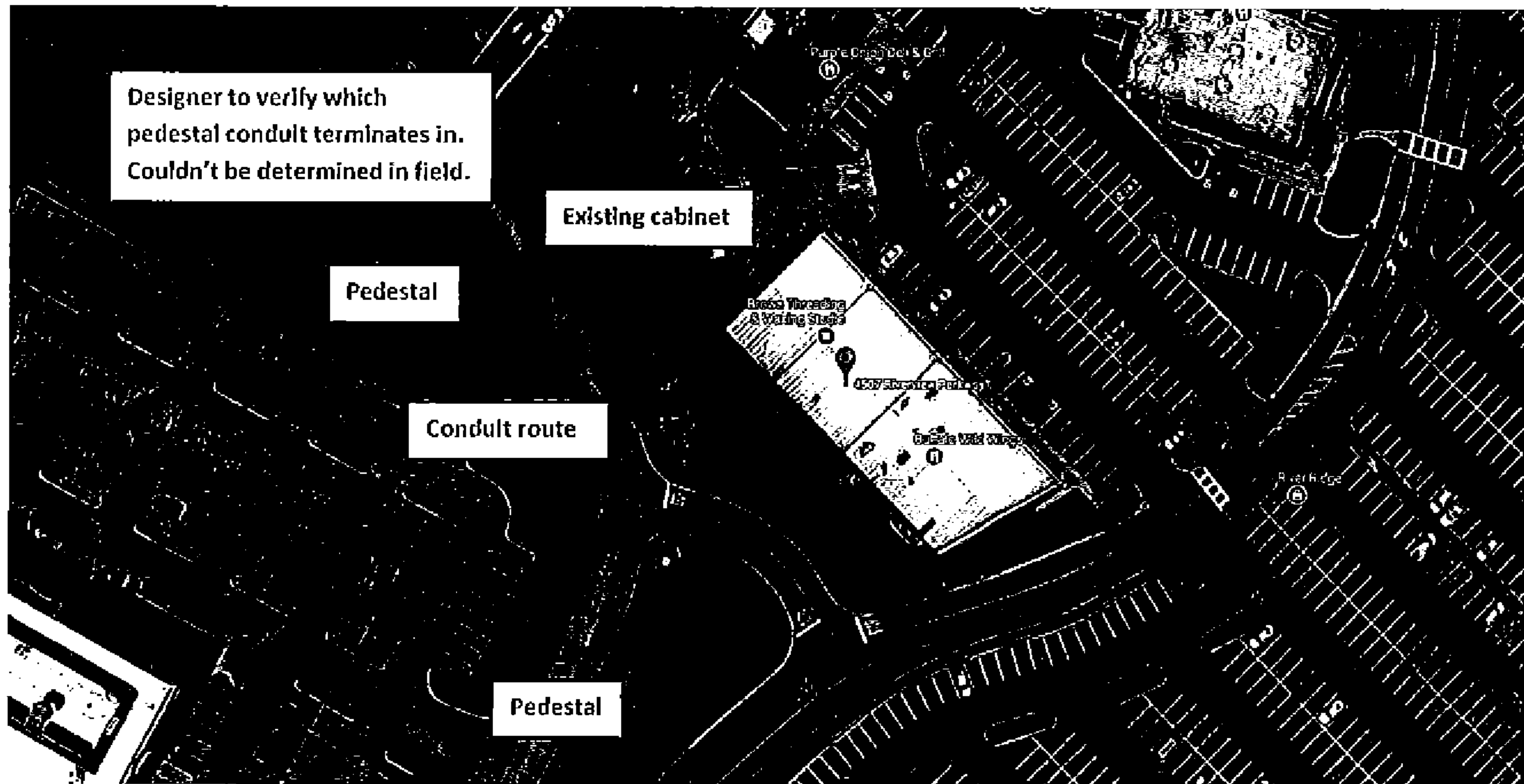
3300 Enterprise Parkway, Brentwood, OH 44122
Fax 216.755.1500 Phone 216.755.5500

30287



RIVER RIDGE
4606 US 280
BIRMINGHAM, AL 35242

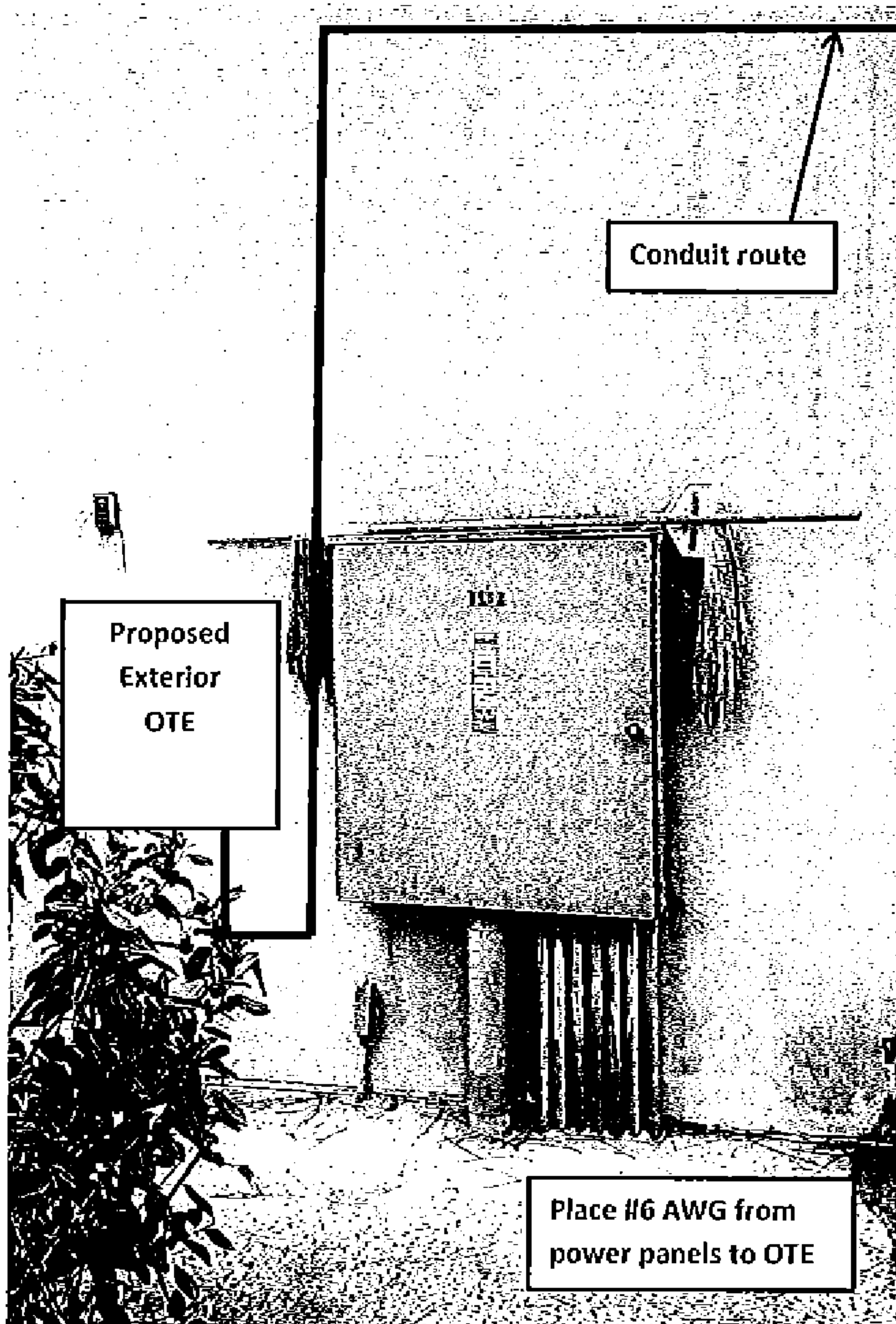
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AT&T to place:
-#6 AWG to power panel for OTE
-2" conduit from exterior OTE to equipment room
-120V dedicated outlet for NTE

EXHIBIT C
2 of 5

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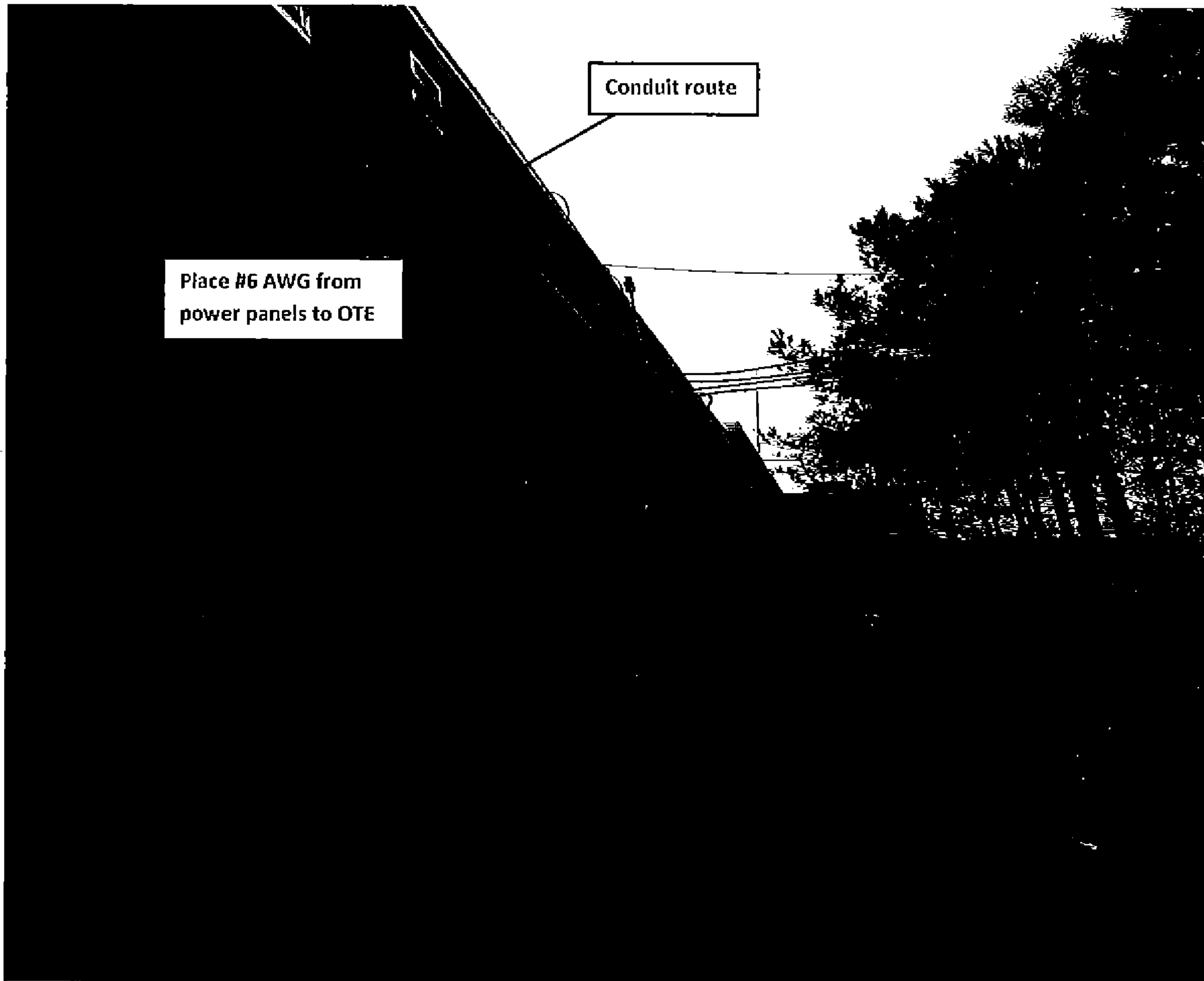
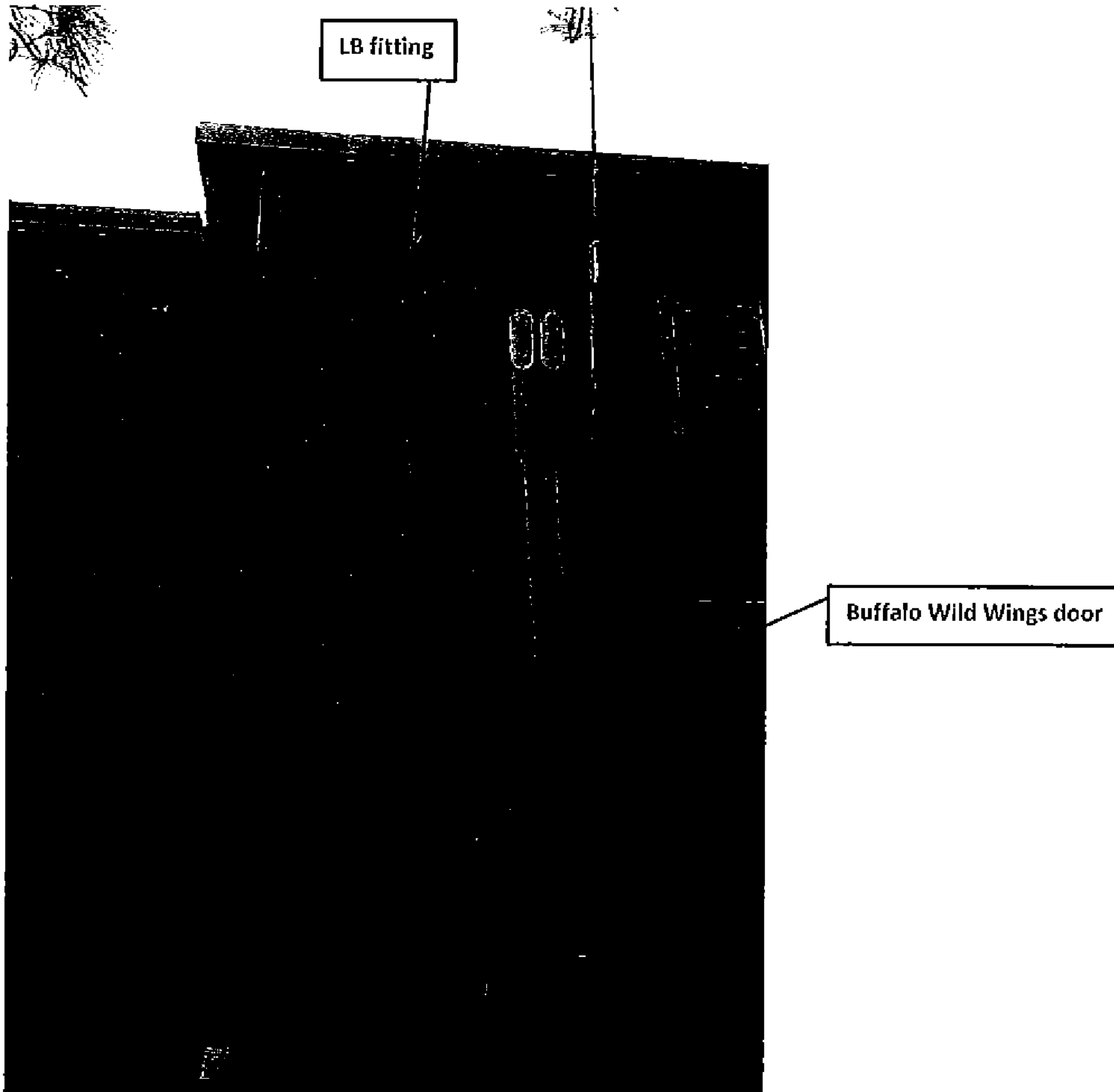
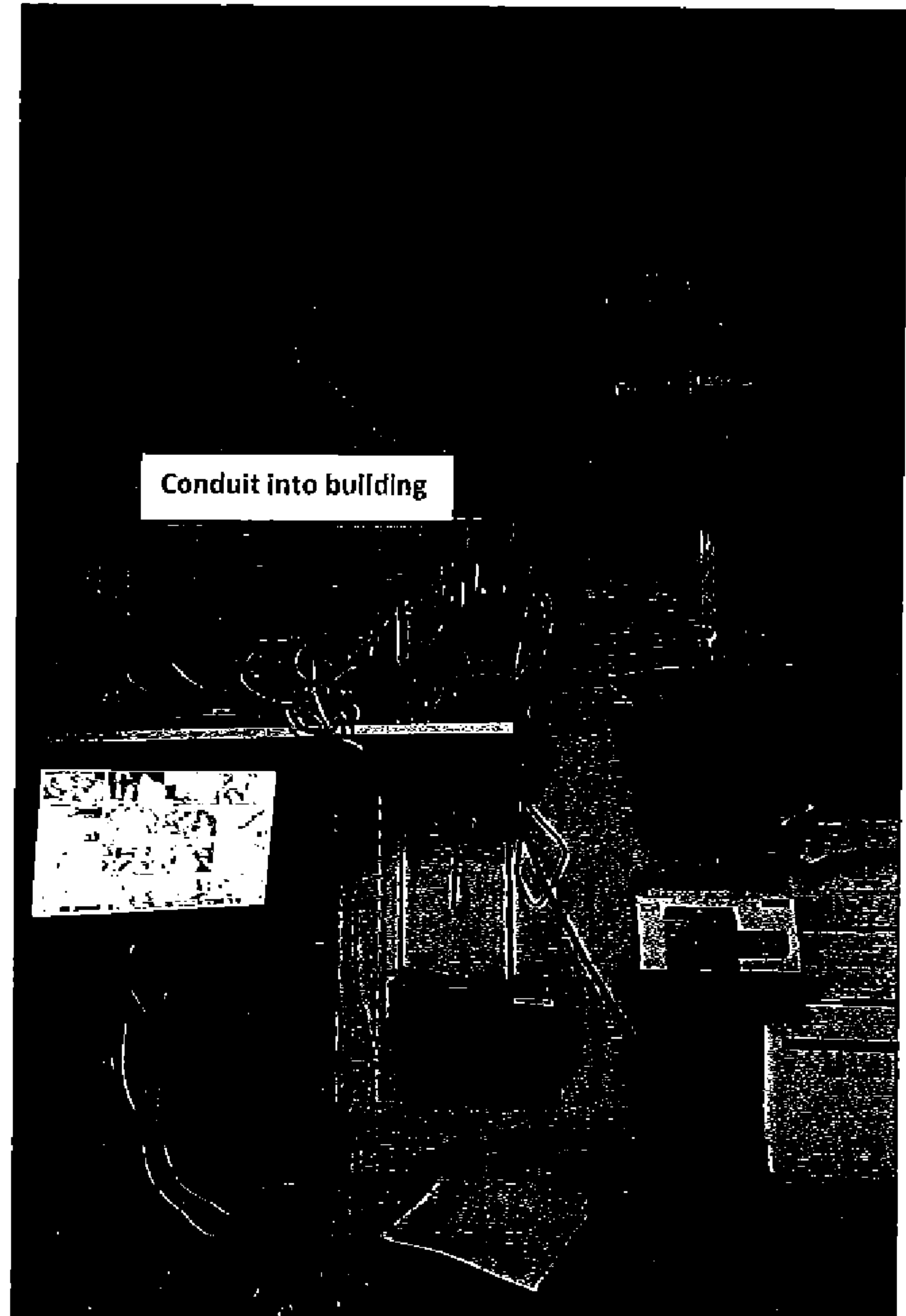
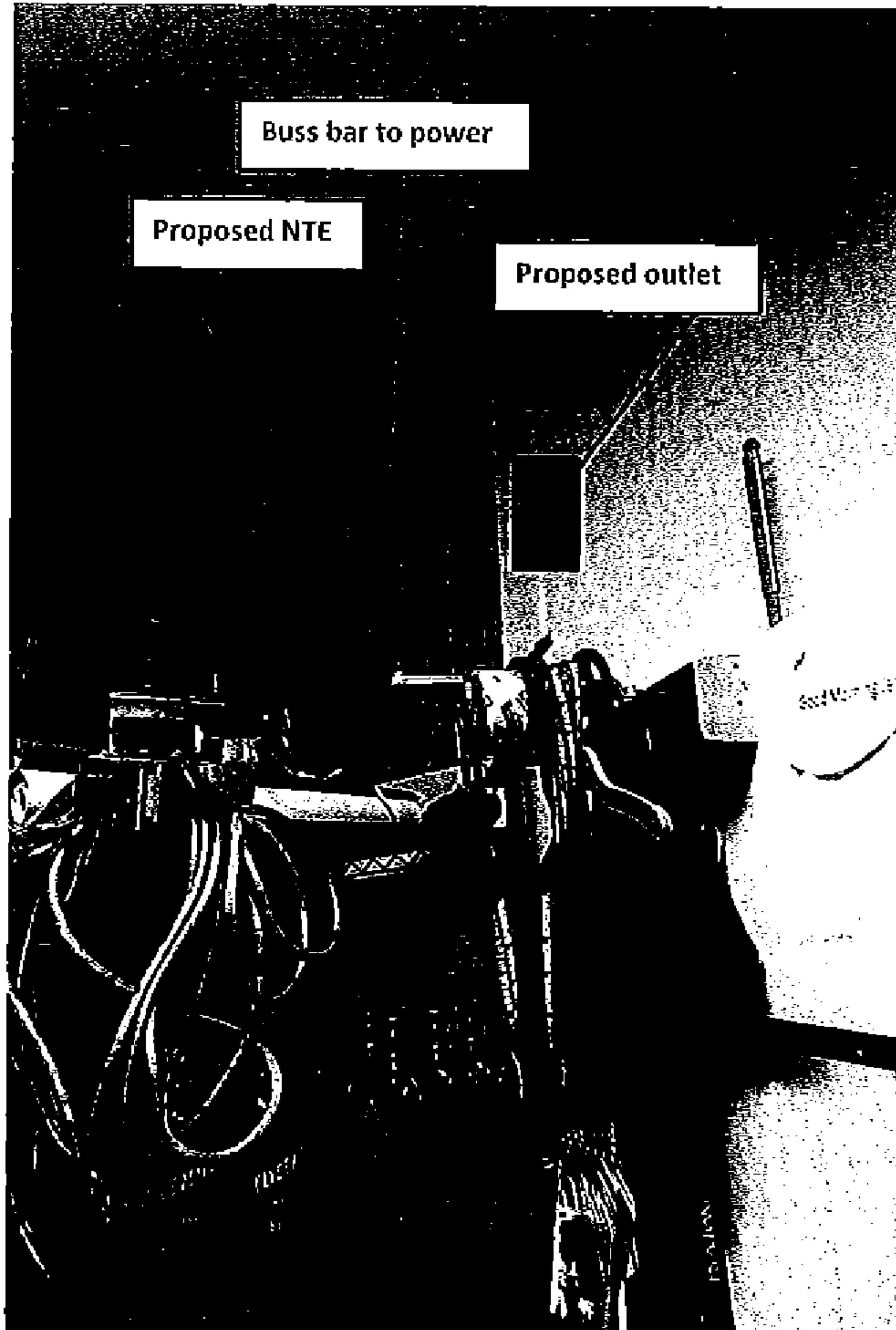


EXHIBIT C

20170726000287490 07/26/2017 08:42:05 AM AGREEMENT
15/16





Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/26/2017 08:42:05 AM
\$60.00 CHERRY
20170726000267490

James W. Fuhrmeister