

Holland Charter Township

353 North 120th Avenue • Holland, MI 49424 • phone: 616.396.2345 • Fax: 616.396.2537

Memorandum

TO: Board of Trustees
FROM: Steve Bulthuis
DATE: November 29, 2024
SUBJECT: Master Deed Amendment

When the Township entered into a lease with the owners of the Shops at Westshore as part of construction of the community center, it was envisioned that the space would someday come under the ownership of the Township (at no cost to the Township). The Shops at Westshore had already been divided into condominiums and the unit becoming the community center (Unit 12) is shown on the Composite Plan on page two of Exhibit B.

In conjunction with the transfer of ownership, which is being facilitated with this deed amendment, the deed is being updated to reflect the improvements being made to Unit 12. Thus, language related to raised roofs, new utility laterals, plaza areas, common walls, new fire suppression systems, revised floor area calculations, permitted uses and revised drawings comprise the majority of the amendment.

Of the twelve condo units, nine are controlled by Shops at Westshore investors, one by Grand Rapids Community College (Unit 1) and one by Sherwin Williams/Agree Central (Unit 11).

Staff will be seeking approval of the attached amended deed. Please contact me if you have questions.

THIRD AMENDMENT TO MASTER DEED OF THE SHOPS AT WESTSHORE

(Act 59, Public Acts of 1978, as amended)

This Third Amendment to the Master Deed of The Shops at Westshore (this "Third Amendment") is made and entered into effective _____, 2024 in accordance with the original Master Deed which was recorded on January 28, 2020, as Instrument No. 2020-0003624, Ottawa County Records, and which has been designated as Ottawa County Condominium Subdivision Plan No. 684 (which original Master Deed has been amended by that certain First Amendment to Master Deed of The Shops at Westshore, which was recorded on January 17, 2022, as Instrument No. 2022-0002360, Ottawa County Records ("First Amendment") and by that certain Second Amendment to Master Deed of The Shops at Westshore, which was recorded on June 27 2023, as Instrument No. 2023-0015635, Ottawa County Records ("Second Amendment"); the original Master Deed as amended by the First Amendment and as further amended by the Second Amendment being referred to herein as "Master Deed") and is effective upon the date of filing for record with the Ottawa County Register of Deeds.

RECITALS

A. Westshore Mall Investors LLC, a Michigan limited liability company ("Developer"), as Developer, made and executed the Master Deed.

B. Developer currently owns Units 2, 3, and 6 in The Shops at Westshore (the "Condominium"). Developer's current address is 29201 Telegraph Road, Suite 410, Southfield, Michigan 48034.

C. Grand Rapids Community College ("GRCC") currently owns Unit 1 in the Condominium.

D. Westshore Unit 4 Owner LLC, a Michigan limited liability company ("Westshore 4") currently owns Unit 4 in the Condominium.

E. Westshore Unit 5 Owner LLC, a Michigan limited liability company ("Westshore 5") currently owns Unit 5 in the Condominium.

F. North Novi Investors LLC, a Michigan limited liability company ("NNI") currently owns Units 7 and 10 in the Condominium.

G. Westshore Units 8 and 9 Owner LLC, a Michigan limited liability company ("Westshore 8-9") currently owns Units 8 and 9 in the Condominium.

H. Agree Central, LLC, a Delaware limited liability company ("Agree Central") currently owns Unit 11 in the Condominium.

I. Developer, GRCC, Westshore 4, Westshore 5, NNI, Westshore 8-9, and Agree Central desire to amend the Master Deed by this Third Amendment to Master Deed as more particularly set forth below.

AMENDMENT

1. Amendments and Clarifications.

(a) Creation of New Unit 12 and Unit 13 from Unit 3 and certain Common Elements. Two new Units of the Condominium, known as Unit 12 and Unit 13, are created by subdividing Unit 3 (and by adding thereto certain portion(s) of the General Common Elements in close proximity to Unit 3). Concurrently therewith: (i) Unit 3 is eliminated and withdrawn as a Unit in the Condominium; (ii) the Limited Common Element appurtenant to Unit 3 as shown on Sheet 7 of the Condominium Subdivision Plan attached to the originally-recorded Master Deed is eliminated and withdrawn as a Limited Common Element appurtenant to Unit 3; (iii) such General Common Elements are eliminated and withdrawn as General Common Elements; and (iv) new Limited Common Elements appurtenant to Unit 12 and/or Unit 13 as described herein or depicted on Exhibit B attached hereto are created.

(b) Limited Common Elements.

(i) The text of Article IV, Section 2(d) of the Master Deed is hereby deleted and is replaced with the following text:

"(d) Roof and Other Overhangs. Roof overhangs and other overhangs attached to a building (whether currently existing or installed in accordance with the terms and provisions of the Condominium Documents in the future) as well as the improvements attached to and/or providing support to or for the same (including, but not limited to, support columns)."

(ii) For purposes of clarification: (A) except as may otherwise be specifically provided in this Master Deed or designated on the Condominium Subdivision Plan, the roof of a building (including any skylights therein or otherwise a part thereof and including any raised or elevated portion(s) thereof) are a part of the Unit that includes such building; (B) the roof of the building within Unit 12 (including any skylights therein or otherwise a part thereof and including any raised or elevated portion(s) thereof) is a part of Unit 12; and (C) the roof of the building within Unit 13 is a part of Unit 13.

(iii) For purposes of clarification: (A) the references to "to the extent and from the point of lateral connection for Unit service" in Article IV, Section 1 of the Master Deed include lateral connection for service of Unit 12, Unit 13, and/or Unit 12 and Unit 13

jointly; and (B) the utility leads, lines and meters serving individual Units appurtenant to the Unit(s) served thereby referenced in Article IV, Section 2(a) of the Master Deed include the utility leads, lines and meters (and conduit, fiber optics, wiring and ladder trays) serving Unit 12, Unit 13, and/or Unit 12 and Unit 13 jointly (including, but not limited to, in connection with cable, telephone, data and/or telecommunication). Unless otherwise agreed by the Co-Owners of Units 12 and 13, the Co-owner of Unit 12 shall be responsible for the maintenance, repair, and replacement of the utility leads, lines and meters (and conduit, fiber optics, wiring and ladder trays) serving Unit 12 and Unit 13 jointly (including, but not limited to, in connection with cable, telephone, data and/or telecommunication) to the extent the same are Limited Common Elements appurtenant to both Unit 12 and Unit 13, and the Co-Owner of Unit 13 shall reimburse the Co-Owner of Unit 12 for its pro rata share of the costs and expenses of such maintenance, repair and replacement (on a Floor Area to Floor Area ratio); provided, however, any repairs or replacement required due to the act or omissions of a Co-owner or its Occupant, Permittee or other guest (whether or not such act or omission is negligent or otherwise culpable) will be borne solely by such Co-Owner.

(iv) Additional Limited Common Elements. Article IV, Section 2 of the Master Deed is hereby amended by adding the following new subsections at the end of the Section as follows:

"(h) Plaza Areas and Improvements Therein. The plaza areas serving individual Units appurtenant to the Unit(s) served thereby, as designated on Exhibit B, as well as the improvements within, directly above, or directly below such areas (including, but not limited to, raised landscape beds and planting areas).

(i) Unit 13 Water Line. The portion of the water line providing service solely to Unit 13 to the extent and from the separation from the water line providing joint service to Unit 12 and Unit 13 and to the extent located within Unit 12 is appurtenant to, and solely for the benefit of, Unit 13.

(j) Unit 12/Unit 13 Fire Suppression System. The "wet" fire suppression system serving both Unit 12 and Unit 13 jointly (the "Unit 12/Unit 13 Fire System"). Unless otherwise agreed by the Co-Owners of Units 12 and 13, the Co-owner of Unit 12 shall be responsible for the maintenance, repair, and replacement of the Unit 12/Unit 13 Fire System (including required inspections thereof), and the Co-Owner of Unit 13 shall reimburse the Co-Owner of Unit 12 for its pro rata share of the costs and expenses of such maintenance, repair and replacement (on a Floor Area to Floor Area ratio); provided, however, any repairs or replacement required due to the act or omissions of a Co-owner or its Occupant, Permittee or other guest (whether or not such act or omission is negligent or otherwise culpable) will be borne solely by such Co-Owner.

(k) Unit 13 Storm Sewer. The storm water drainage line solely serving Unit 13 located within Unit 12 up to the connection(s) with the storm sewer lines serving Unit 12 (up to the connection to the Storm Water Drainage System) is appurtenant to, and solely for the benefit of, Unit 13.

(l) Unit 13 Gas Line. The gas line solely serving Unit 13 located within Unit 12 (on the exterior of the building wall and the roof of Unit 12 as shown on Exhibit B) is appurtenant to, and solely for the benefit of, Unit 13.

(c) Redefinition/Redesignation of Certain Convertible Area (Adjacent to (former) Unit 3). The Convertible Area adjacent to the east of Unit 3 as previously depicted in the Master Deed is changed and redesignated as shown on Sheets 4 and 7 of Exhibit B attached hereto (with a portion of the former Convertible Area now being Limited Common Element only as shown on Sheet 7 of Exhibit B). Developer retains all rights with respect to the Convertible Area shown on Sheets 4 and 7 of Exhibit B attached hereto, including those set forth in Article VII of the Master Deed.

(d) Units 12/13 Party Wall/Common Wall. Notwithstanding its construction and installation subsequent to the original construction of Unit 3, the wall constructed and installed subdividing (former) Unit 3 into new Unit 12 (once the same has been expanded as described in this Third Amendment) and new Unit 13 shall be treated as a party wall pursuant to Article IX of the Master Deed subject to the following: Unless rescinded by the Association, the Association is deemed to have elected that one of the Co-owners who share the wall shall perform all maintenance, repairs, rebuilding, and restoration (in accordance with the other applicable terms and provisions of Article IX of the Master Deed).

(e) Definitions.

(i) The "Developer" remains Westshore Mall Investors LLC, a Michigan limited liability company; Developer has not assigned any or all of (i) its rights and/or any of its obligations as "Developer" and/or (ii) the Development Rights of Developer reserved in the Condominium Documents and/or any or all other rights of Developer under the Condominium Documents except as may otherwise be specifically set forth in an instrument or instruments duly recorded in the Office of the Ottawa County Register of Deeds expressly assigning such rights and/or obligations.

(ii) The text of Article III, Section 23 of the Master Deed is hereby deleted and is replaced with the following text: "Floor Area. "Floor Area" means the number of square feet of floor space on all floor levels therein, including any mezzanine space, measured from the exterior faces of exterior walls, storefronts, corridors and service areas, and the center line of party walls, except as otherwise specifically provided herein. No deduction or exclusion from floor area shall be made by reason of columns, stairs, shafts, or other interior construction or equipment, except as otherwise specifically provided herein. Notwithstanding the foregoing, with respect to (i) Unit 5, the number of square feet of floor space used for or as corridors, common restrooms, and building / project offices, (ii) Unit 6, the entirety thereof (A) so long as used solely as a maintenance garage for the vehicles used by the Association or the Co-owner of Unit 5, or (B) to the extent used in connection with the operation and maintenance of Unit 5 and not leased to a third party that pays rent or other similar monetary consideration therefor, (iii) the number of square feet of floor area above or below the ground floor in any multi-level, multi-family apartment building, and (iv) mezzanine space existing in Unit 12 shall be excluded from the Floor Area thereof. Within thirty (30) days of a request (not to be made more than once every twelve (12)

months unless construction activities have taken place within such Unit), a Co-owner shall certify to a requesting Co-owner or the Developer the amount of Floor Area applicable to each building within its Unit. If the Developer or any Co-owner causes an as-built survey to be prepared with respect to any portion of the Condominium Premises, such Developer or Co-owner (as the case may be) shall, upon written request to such Co-Owner or Developer, furnish a copy of the survey to the other Co-owners or Developer for informational purposes only."

(iii) The text of Article III, Section 34 is hereby deleted and is replaced with the following text: "Primary Exterior Building Light System. "Primary Exterior Building Light System" means the wall pack lighting fixtures located on the exterior walls of Units 1, 2, 4, 5, 6, 12, and 13 with concealed conduit and such conduit and other associated improvements, if any."

(f) Unit 12 Permitted Use. Notwithstanding anything to the contrary contained in the Condominium Documents, but subject to applicable Law and the terms and provisions hereof, Unit 12 may be used for a "Community and Recreation Center" as defined below, subject to (i) compliance with all federal, state, county, municipal, governmental or quasi-governmental laws, ordinances, codes, rules, regulations, directives, orders and/or requirements, including without limitation with Americans with Disabilities Act (whether or not otherwise a "Law" under the Master Deed) now in force or which may hereafter be in force with respect to Unit 12, the use and occupancy of Unit 12, and the business conducted thereon; (ii) the Exclusive Uses identified on Exhibit C attached hereto (but not others in effect on the Unit Transfer Date applicable to Developer's initial transfer of title to Unit 12 upon or after the effective date of this Third Amendment); and (iii) the Prohibited Uses identified on Exhibit C attached hereto (but not others in effect on the Unit Transfer Date applicable to Developer's initial transfer of title to Unit 12 upon or after the effective date of this Third Amendment). As used herein, a "Community and Recreation Center" means the operation of a facility that offers (i) athletic spaces for racquet and team sports such as, by way of example only, basketball, volleyball, pickleball and soccer ("Sports Facility"), (ii) an elevated walkway and jogging track, (iii) multipurpose community room(s) used for classes, instructional meetings, social and community events, including exhibits, community promotions and similar matters, and (iv) spaces for exercise including but not limited to cardiovascular, strength, free weight and personal/fitness training; provided, however, that no post-secondary courses for credit or that would lead to an industry/employer recognized credential are permitted to be offered.

(g) Unit 12 Exclusive Right over Unit 13. From and after the date of this Third Amendment, during the period(s) when Unit 12 is owned by Holland Charter Township ("HCT") and Unit 12 is used for a Community and Recreation Center, no portion of Unit 13 shall be operated as a Sports Facility (the "Unit 12 Exclusive Right over Unit 13"). Notwithstanding the foregoing, the Unit 12 Exclusive Right over Unit 13 shall not apply to existing tenants on Unit 13 (as of the date of this Third Amendment), nor to the operation of (A) a swim school, or (B) a climbing/bouldering and fitness operation with ancillary retail and food and beverage sales and such other lawful purposes as may be incidental thereto.

(h) Percentages of Value and Current Floor Area. The table setting forth the percentage of value assigned to each Unit set forth in the Master Deed is hereby deleted and replaced with the following table:

| Unit | Percentage of Value |
|------|---------------------|
| 1 | 14.518 |
| 2 | 11.467 |
| 3 | WITHDRAWN |
| 4 | 14.274 |
| 5 | 27.924 |
| 6 | 0.739 |
| 7 | 2.407 |
| 8 | 3.001 |
| 9 | 2.999 |
| 10 | 1.889 |
| 11 | 0.995 |
| 12 | 16.255 |
| 13 | 3.532 |

The Floor Area of the building in each Unit as of the effective date of this Third Amendment is set forth in the following table:

| <u>Unit</u> | <u>Floor Area</u> | <u>Percentage of Total Floor Area</u> |
|-------------|-------------------|---------------------------------------|
| 1 | 51,178 | 15.150 |
| 2 | 40,425 | 11.967 |
| 3 | N/A | 0.000 |
| 4 | 50,319 | 14.896 |
| 5 | 86,331 | 25.557 |
| 6 | 0 | 0.000 |
| 7 | 8,484 | 2.512 |
| 8 | 10,580 | 3.132 |
| 9 | 10,572 | 3.130 |
| 10 | 6,658 | 1.971 |

| | | |
|----|--------|--------|
| 11 | 3,500 | 1.036 |
| 12 | 57,301 | 16.963 |
| 13 | 12,451 | 3.686 |

(i) Replacement of Certain Sheets of the Condominium Subdivision Plan. Each of Sheets 1, 2, 4, 7, 10, and 13 of The Condominium Subdivision Plan of The Shops at Westshore as originally recorded is deleted and replaced in its entirety (respectively) by Sheets 1, 2, 4, 7, 10, and 13 of Condominium Subdivision Plan No. 684 attached to this Third Amendment at Exhibit B.

(j) No Increase in Assessments, Costs or Expenses Against Unit 1. Without the consent of the Co-owner of Unit 1, in no event shall the withdrawal of Unit 3 and the Limited Common Element appurtenant to Unit 3 and/or the creation of new Units 12 and 13 and associated Limited Common Elements as provided for in this Third Amendment result in an assessment or assessments against Unit 1 pursuant to Article II of the Bylaws or other costs and expenses payable by the Co-owner of Unit 1 in excess of any such assessment, cost or expense that would be payable by such Co-owner if Unit 3 and the Limited Common Element appurtenant to Unit 3 had not been withdrawn and Units 12 and 13 and associated Limited Common Elements had not been created therefrom and from certain (previous) General Common Elements as provided for in this Third Amendment.

2. Miscellaneous.

(a) Except as specifically amended by this Third Amendment, the Master Deed shall continue in full force and effect and is hereby ratified and confirmed as amended by this Third Amendment.

(b) This Third Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This Third Amendment is binding upon and shall inure to the benefit of the Developer, all Co-owners, all Mortgagees (except, with respect to any Mortgagee that did not approve this Third Amendment, as otherwise provided by the Act), and their respective permitted successors and assigns under the Master Deed.

(d) All capitalized terms not defined in this Third Amendment shall have the same meaning ascribed to those terms in the Master Deed.

(e) In the event of any conflict between the terms of this Third Amendment and the terms of the Master Deed, the terms of this Third Amendment shall govern and control.

[Signatures appear on the following pages]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

IN WITNESS WHEREOF, this Third Amendment was executed as of the date first written above.

**DEVELOPER AND CO-OWNER
OF UNITS 2, 3, and 6:**

WESTSHORE MALL INVESTORS LLC,
a Michigan limited liability company

By: _____
Name: Gregory J. Erne
Title: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Gregory J. Erne, Authorized Signatory for Westshore Mall Investors LLC, a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNIT 1:

GRAND RAPIDS COMMUNITY COLLEGE, a Michigan community college district

By: _____
Name: Lisa Freiburger
Title: VP for Finance & Administration

STATE OF MICHIGAN)
) §
COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Lisa Freiburger, the Vice President for Finance & Administration of Grand Rapids Community College, a Michigan community college district, on behalf of the college.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNIT 4:

WESTSHORE UNIT 4 OWNER LLC,
a Michigan limited liability company

By: _____
Name: Gregory J. Erne
Title: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Gregory J. Erne, Authorized Signatory for Westshore Unit 4 Owner LLC, a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNIT 5:

WESTSHORE UNIT 5 OWNER LLC,
a Michigan limited liability company

By: _____
Name: Gregory J. Erne
Title: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Gregory J. Erne, Authorized Signatory for Westshore Unit 5 Owner LLC, a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNITS 7 AND 10:

NORTH NOVI INVESTORS LLC, a
Michigan limited liability company

By: Versa Manager III, LLC, a Michigan
limited liability company, Manager

By: _____
Name: Gregory J. Erne
Title: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Todd Wyatt, Authorized Signatory for Versa Manager III, LLC, a Michigan limited liability company, manager of North Novi Investors, LLC, a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNITS 8 AND 9:

WESTSHORE UNITS 8 AND 9 OWNER LLC,
a Michigan limited liability company

By: _____
Name: Gregory J. Erne
Title: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by Gregory J. Erne, Authorized Signatory for Westshore Units 8 and 9 Owner LLC, a Michigan limited liability company, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

[Signatures continue on following page]

Signature Page to Third Amendment to Master Deed of The Shops at Westshore

CO-OWNER OF UNIT 11:

AGREE CENTRAL, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) §
COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Third Amendment to Master Deed was acknowledged before me by _____, the _____ of Agree Central, LLC, a Delaware limited liability company College, on behalf of the company.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Drafted by and after recording return to:

Todd A. Schafer, Esq.
Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304

CONSENT AND APPROVAL OF MORTGAGEE

The undersigned currently has been granted a mortgage on a portion or portions of the property described in Article II of the Master Deed (as amended by this Third Amendment to Master Deed to which this Consent and Approval of Mortgagee is attached) and the undersigned hereby approves this Third Amendment to Master Deed, consents to the recording of this Third Amendment to Master Deed and further subordinates its rights under the mortgage and associated documentation to the Master Deed as amended by this Third Amendment to Master Deed.

FLAGSTAR BANK,

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) §
COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Consent of Mortgagee was acknowledged before me by _____, the _____ of Flagstar Bank, a _____, on its behalf.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

CONSENT AND APPROVAL OF MORTGAGEE

The undersigned currently has been granted one or more mortgages on a portion or portions of the property described in Article II of the Master Deed (as amended by this Third Amendment to Master Deed to which this Consent and Approval of Mortgagee is attached) and the undersigned hereby approves this Third Amendment to Master Deed, consents to the recording of this Third Amendment to Master Deed and further subordinates its rights under the mortgage(s) and associated documentation to the Master Deed as amended by this Third Amendment to Master Deed.

4FRONT CREDIT UNION,

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)

) §

COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Consent of Mortgagee was acknowledged before me by _____, the _____ of 4Front Credit Union, a _____, on its behalf.

Notary's Signature: _____

Notary's Name: _____

Notary Public, State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of _____

CONSENT AND APPROVAL OF MORTGAGEE

The undersigned currently has been granted one or more mortgages on a portion or portions of the property described in Article II of the Master Deed (as amended by this Third Amendment to Master Deed to which this Consent and Approval of Mortgagee is attached) and the undersigned hereby approves this Third Amendment to Master Deed, consents to the recording of this Third Amendment to Master Deed and further subordinates its rights under the mortgage(s) and associated documentation to the Master Deed as amended by this Third Amendment to Master Deed.

**COLUMBIAN MUTUAL LIFE
INSURANCE COMPANY,**

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
) §
COUNTY OF _____)

On this ____ day of _____, 2024, the foregoing Consent of Mortgagee was acknowledged before me by _____, the _____ of Columbian Mutual Life Insurance Company, a _____, on its behalf.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Exhibit A

[Intentionally omitted]

Exhibit B

Amended Condominium Subdivision Plan Sheets 1, 2, 4, 7, 10, and 13

(see attached)

REPLAT NO. 3 OF:
OTTAWA COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 684
EXHIBIT "B" TO THE AMENDED MASTER DEED OF:

THE SHOPS AT WESTSHORE

PART OF THE SW 1/4 AND SE 1/4 OF SECTION 16, T5N, R15W, HOLLAND TOWNSHIP, OTTAWA COUNTY, MICHIGAN

SURVEYOR:
EXCEL ENGINEERING INC.
5252 CLYDE PARK S.W.
GRAND RAPIDS MI 49509

DEVELOPER:
WESTSHORE MALL INVESTORS LLC
25900 WEST 11 MILE ROAD; SUITE 250
SOUTHFIELD, MI 48034

This condominium subdivision plan is not required to contain detailed project design plans prepared by the appropriate licensed design professional. Such project design plans, if required, are filed, as part of the construction permit application, with the enforcing agency for the state construction code in the relevant governmental subdivision. The enforcing agency may be a local building department or the state department of licensing and regulatory affairs.

THE ASTERISK (*) INDICATES AMENDED OR NEW SHEETS WHICH ARE DATED NOVEMBER 7, 2024. THESE SHEETS, TOGETHER WITH THIS SUBMITTAL, REPLACE OR SUPPLEMENT THOSE PREVIOUSLY ISSUED.

SHEET INDEX

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- 8 SITE PLAN--NORTH
- 9 UTILITY PLAN--SOUTH
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- 14 EASEMENT PLAN--NORTH



JANUARY 23, 2020
AMENDED DECEMBER 27, 2021
AMENDED JUNE 9, 2023
AMENDED NOVEMBER 7, 2024

SHEET 1

Description:
Part of the South 1/4 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing South 89°40'45" East 463.41 feet from the South 1/4 corner to the point of beginning; thence North 0°19'16" East 288 feet; thence Northwesterly 149.23 feet along a 95 foot radius curve to the left (the chord of which bears North 44°40'45" West 134.35 feet); thence North 89°40'45" West 541.3 feet; thence North 17°39' West 452.63 feet along the Easterly right of way line of Highway US-31; thence Northwesterly 1017.08 feet along a 22,843.3 foot radius curve to the right (the chord of which bears North 16°22'28" West 1017 feet); thence North 73°30' East 85.73 feet; thence Northwesterly 208.01 feet along a 215 foot radius curve to the right (the chord of which bears North 45°47'02" East 199.99 feet); thence North 73°30' East 16.24 feet; thence North 0°19'16" East 285 feet; thence North 89°41'20" West 50 feet; thence North 0°19'16" East 60 feet; thence North 89°41'20" East 10 feet; thence North 0°19'16" East 20 feet; thence South 89°41'20" East 40 feet; thence North 89°41'20" East 317.96 feet (deduced as 284.96); thence South 89°41'20" East 90 feet along the East-West line; thence South 0°19'16" West 551.43 feet; thence Southerly 44.33 feet along a 151 foot radius curve to the left (the chord of which bears South 08°03'22" East 44.17 feet); thence South 16°30' East 23.15 feet; thence Southeasterly 50.09 feet along a 35 foot radius curve to the left (the chord of which bears South 57°30' East 45.92 feet); thence North 81°30' East 39.06 feet; thence Easterly 120.5 feet along a 312.82 foot radius curve to the right (the chord of which bears South 87°30' East 119.76 feet); thence South 76°30' East 565.33 feet; thence North 13°30' East 7.6 feet; thence South 89°41'37" East to a point that is South 89°40'45" East 76 feet; thence North 01°19'15" East 884.43 feet; thence North 45°19'15" East 306.95 feet and North 0°19'16" East 772.66 feet from the place of beginning; thence South 0°19'16" West 772.66 feet; thence South 45°19'15" West 306.95 feet; thence South 0°19'15" West 884.43 feet; thence North 89°40'45" West 76 feet to the place of beginning.

ALSO:

Part of the Southeast 1/4 of Section 16, T05N, R15W, Holland Township, Ottawa County, Michigan, described as: Commencing at the Center of said Section 16; thence along the East and West 1/4 line of said Section 16, S89°41'37" E 514.90 feet; thence S00°19'16" W 486.00 feet for the Point of Beginning; thence continuing S00°19'16" W 246.05 feet; thence S13°28'53" W (previously described as S13°30' W) 35.40 feet; thence S13°22'26" W (previously described as south 13°30' W) 7.58 feet; thence N76°29'50" W 363.61 feet (previously described as N76°30' W 363.6 feet); thence N13°29'37" E 65.01 feet (previously described as N13°30' E 65 feet); thence N00°19'47" E (previously described as N00°19'16" E) 139.94 feet; thence S89°58'06" E 348.97 feet to the point of beginning.

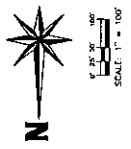
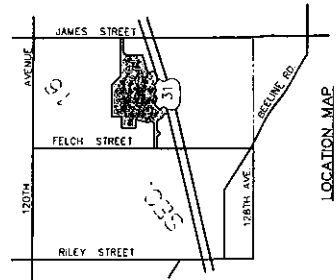
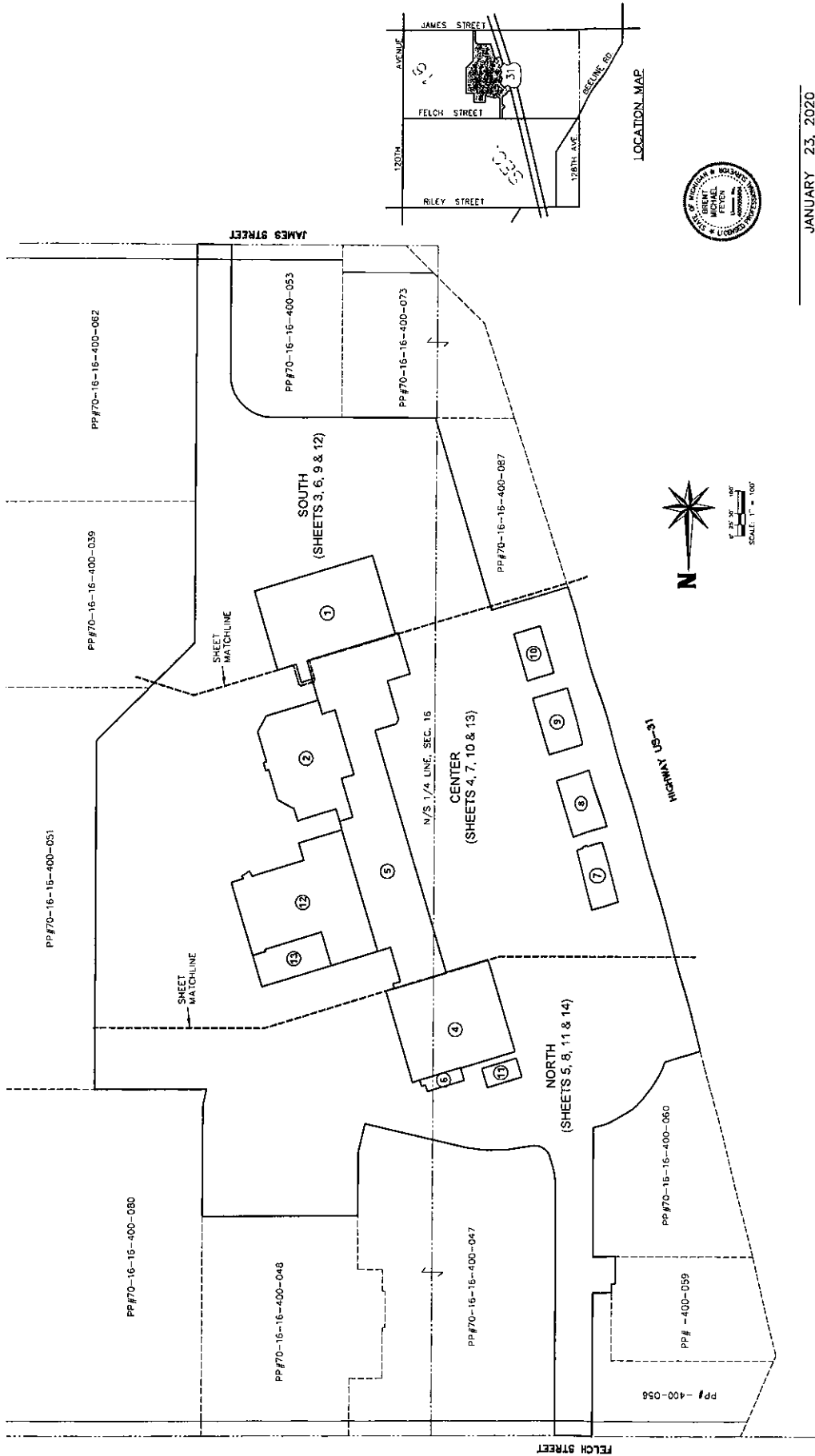
Except

Part of the South 1/2 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 16; thence South 89 degrees 40 minutes 45 seconds East 463.41 feet along the South line of the Southeast 1/4 of said Section 16; thence North 00 degrees 19 minutes 16 seconds East 288.00 feet; thence Northwesterly 149.23 feet along a 95.00 foot radius curve to the left, the chord of which bears North 44 degrees 40 minutes 45 seconds West 134.35 feet; thence North 89 degrees 40 minutes 45 seconds West 365.61 feet to the Place of Beginning of this description; thence North 89 degrees 40 minutes 45 seconds West 175.69 feet to the Easterly right of way line of Highway US-31; thence North 17 degrees 39 minutes 00 seconds West 395.39 feet; thence South 16 degrees 17 minutes 33 seconds East 445.67 feet to the place of beginning.

This Property may also be described as:

Part of the South 1/2 of Section 16, Town 5 North, Range 15 West, Holland Township, Ottawa County, Michigan, described as: Commencing S89°40'45" E 463.41 feet from the South 1/4 corner to the point of beginning; thence N00°19'16" E 288 feet; thence Northwesterly 149.23 feet along a 95 foot radius curve to the left (the chord of which bears N44°40'45" W 134.35 feet); thence N89°40'45" W 365.61 feet; thence N16°20'21" W 445.67 feet; thence S73°39'39" W 177.41 feet to the Easterly right of way line of Highway US-31; thence N17°39'57" W 57.24 feet along the Easterly right of way line of Highway US-31; thence Northwesterly 1017.08 feet along a 22,843.3 foot radius curve to the right (the chord of which bears N16°22'28" W 1017 feet); thence N73°30' E 85.73 feet; thence Northwesterly 208.01 feet along a 215 foot radius curve to the right (the chord of which bears N45°47'02" E 199.99 feet); thence N73°30' E 16.24 feet; thence N89°41'20" W 50 feet; thence N00°19'16" E 285 feet; thence N89°41'20" W 60 feet; thence S89°41'20" E 10 feet; thence N00°19'16" E 20 feet; thence S89°41'20" E 40 feet; thence N00°19'16" E 317.96 feet (deduced as 284.96); thence S89°41'20" E 90 feet along the East-West line; thence S00°19'16" W 551.43 feet; thence Southerly 44.33 feet along a 151 foot radius curve to the left (the chord of which bears S08°03'22" E 44.17 feet); thence S16°30' E 23.15 feet; thence Southwesterly 50.09 feet along a 35 foot radius curve to the left (the chord of which bears S57°30' E 45.92 feet); thence N81°30' E 39.06 feet; thence Easterly 120.5 feet along a 312.82 foot radius curve to the right (the chord of which bears S87°30' E 119.76 feet); thence S76°30' E 221.73 feet; thence N13°29'37" E 65.01 feet; thence N00°19'47" E 139.94 feet; thence S89°58'06" E 348.97 feet; thence S13°28'53" W 35.40 feet; thence S89°41'37" E 249.09 feet; thence S00°19'16" W 772.66 feet; thence S45°19'15" W 306.95 feet; thence S00°19'15" W 884.43 feet; thence N89°40'45" W 76 feet to the place of beginning. Contains 40.93 acres.

EXHIBIT B. 1 OF 6



JANUARY 23, 2020
 AMENDED DECEMBER 27, 2021
 AMENDED JUNE 9, 2023
 AMENDED NOVEMBER 7, 2024

COMPOSITE PLAN
THE SHOPS AT WESTSHORE
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

EXHIBIT B 2 OF 6

SHEET 2

NOTES:
 1. THIS PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS IDENTIFIED ON FLOOD INSURANCE RATE MAP (FIRM) 15077C0180D, DATED FEBRUARY 15, 2010, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 2. UNITS 1, 2, AND 4 THRU 13 ARE BUILT

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SW 1/4 OF SECTION 16 = S88°40'45"E

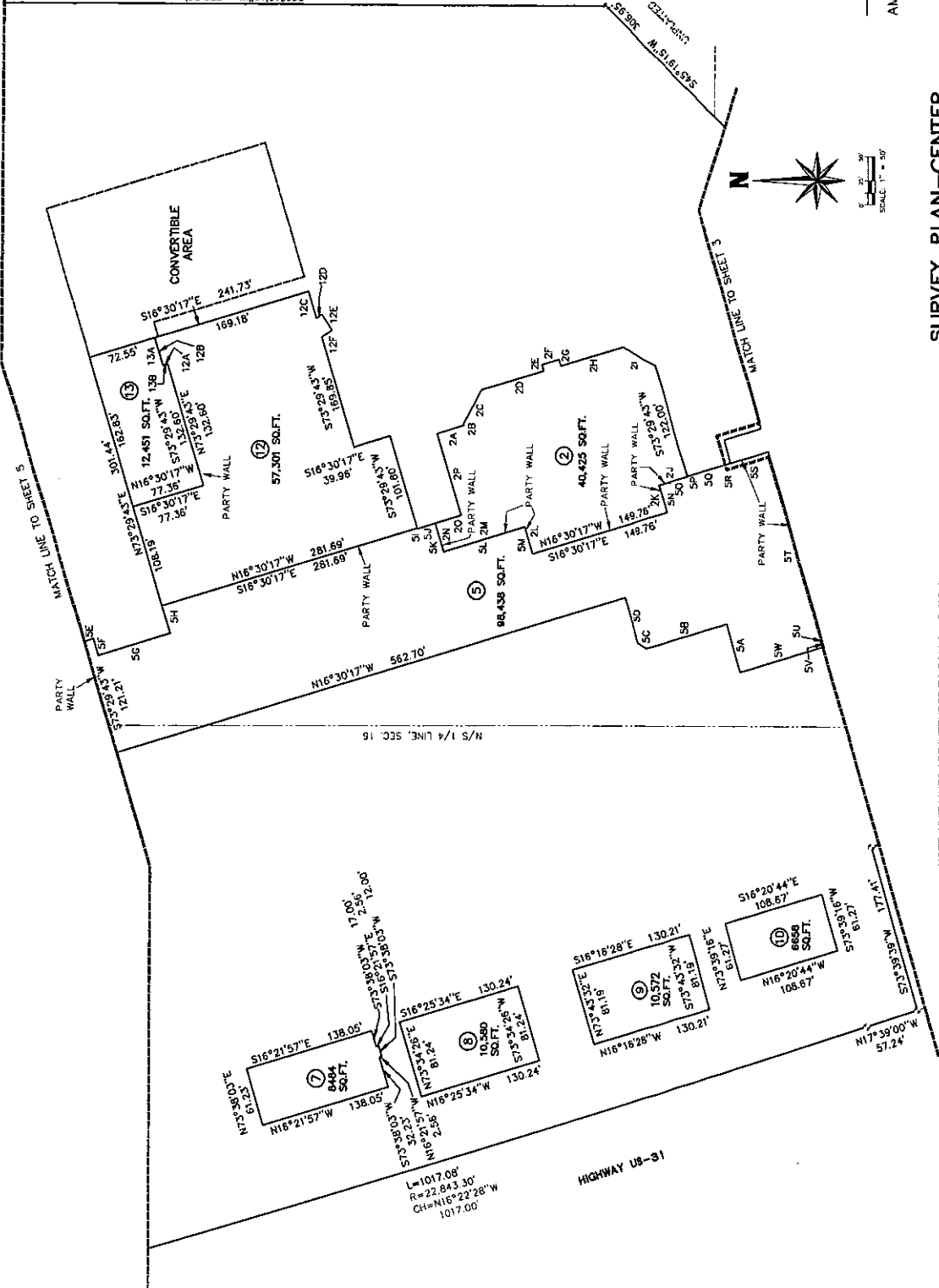
○ = SECTION CORNER MONUMENT
 * = CONCRETE MONUMENT
 () = UNIT NUMBER
 --- = PARTY WALL

BENCHMARK ELEV. 615.74
 TOP OF NE FLANGE BOLT ON HYDRANT
 10' SOUTH OF
 SOUTH END OF WEST SHORE MALL
 NAVD83 DATUM

| UNIT 2 DIMENSIONS | | UNIT 5 DIMENSIONS | |
|-------------------|--------------------|-------------------|--------------------|
| 2A | S16°30'17"E 29.91' | 5A | N73°29'43"E 52.68' |
| 2B | N16°30'17"W 40.06' | 5B | N16°30'17"W 52.64' |
| 2C | S16°30'17"E 40.06' | 5C | N28°29'43"E 61.64' |
| 2D | S16°30'17"E 68.84' | 5D | N73°29'43"E 49.07' |
| 2E | N73°29'43"E 6.98' | 5E | S16°30'17"E 10.99' |
| 2F | S16°30'17"E 18.91' | 5F | S73°29'43"W 17.97' |
| 2G | S73°29'43"W 7.10' | 5G | S16°30'17"E 78.46' |
| 2H | N16°30'17"W 61.15' | 5I | N16°30'17"W 31.87' |
| 2I | S28°29'43"W 49.15' | 5J | S73°29'43"W 31.87' |
| 2J | N16°30'17"W 31.98' | 5K | S16°30'17"E 19.78' |
| 2K | S73°29'43"W 31.03' | 5L | S73°29'43"W 31.03' |
| 2L | N73°29'43"E 29.44' | 5M | S16°30'17"E 89.96' |
| 2M | N16°30'17"W 89.96' | 5N | S73°29'43"W 29.44' |
| 2N | S16°30'17"E 28.54' | 5O | N16°30'17"E 31.98' |
| 2P | N73°29'43"E 89.96' | 5P | N73°29'43"E 0.39' |
| | | 5Q | S16°30'17"E 48.15' |
| | | 5R | S73°29'43"W 0.53' |
| | | 5S | S16°30'17"E 42.67' |
| | | 5T | N16°30'17"W 28.67' |
| | | 5U | S16°30'17"E 0.50' |
| | | 5V | S73°29'43"W 6.13' |
| | | 5W | N16°30'17"W 95.11' |

| UNIT 13 DIMENSIONS | |
|--------------------|--------------------|
| 13A | S73°29'43"W 30.23' |
| 13B | S16°30'17"E 4.81' |

| UNIT 12 DIMENSIONS | | UNIT 15 DIMENSIONS | |
|--------------------|--------------------|--------------------|--------------------|
| 12A | S16°30'17"E 29.91' | 15A | S73°29'43"W 18.91' |
| 12B | N16°30'17"W 40.06' | 15B | N16°30'17"W 30.23' |
| 12C | S16°30'17"E 40.06' | 15C | S73°29'43"W 30.23' |
| 12D | S16°30'17"E 68.84' | 15D | S73°29'43"W 29.70' |
| 12E | N73°29'43"E 6.98' | 15E | S32°30'17"E 7.09' |
| 12F | S16°30'17"E 18.91' | 15F | S57°29'43"W 18.72' |
| 12G | S73°29'43"W 7.10' | 15G | N32°30'17"W 12.74' |
| 12H | N16°30'17"W 61.15' | | |
| 12I | S28°29'43"W 49.15' | | |
| 12J | N16°30'17"W 31.98' | | |
| 12K | S73°29'43"W 31.03' | | |
| 12L | N73°29'43"E 29.44' | | |
| 12M | N16°30'17"W 89.96' | | |
| 12N | S16°30'17"E 28.54' | | |
| 12P | N73°29'43"E 89.96' | | |



NOTE: UNIT LINES ARE INTENDED TO FOLLOW EXTERIOR WALLS OF EXISTING BUILDINGS AND CENTERLINE OF PARTY WALLS WHERE APPLICABLE

EXHIBIT B 3 OF 6

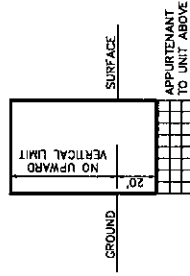
SURVEY PLAN-CENTER
 THE SHOPS AT WESTSHORE
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

JANUARY 23, 2020
 AMENDED NOVEMBER 7, 2024

COORDINATE ORIGIN IS ARBITRARY

- SECTION CORNER MONUMENT
- CONCRETE MONUMENT
- ▲ BUILDING COORDINATE LOCATION
- BUILDING BEARING DIRECTION
- ② UNIT NUMBER
- * LIGHT POLE
- BOLLARD

- ▨ GENERAL COMMON ELEMENT
- ▩ LIMITED COMMON ELEMENT (APPURTENANT TO UNITS IDENTIFIED ON SITE PLAN)



8466.78N
10747.26E

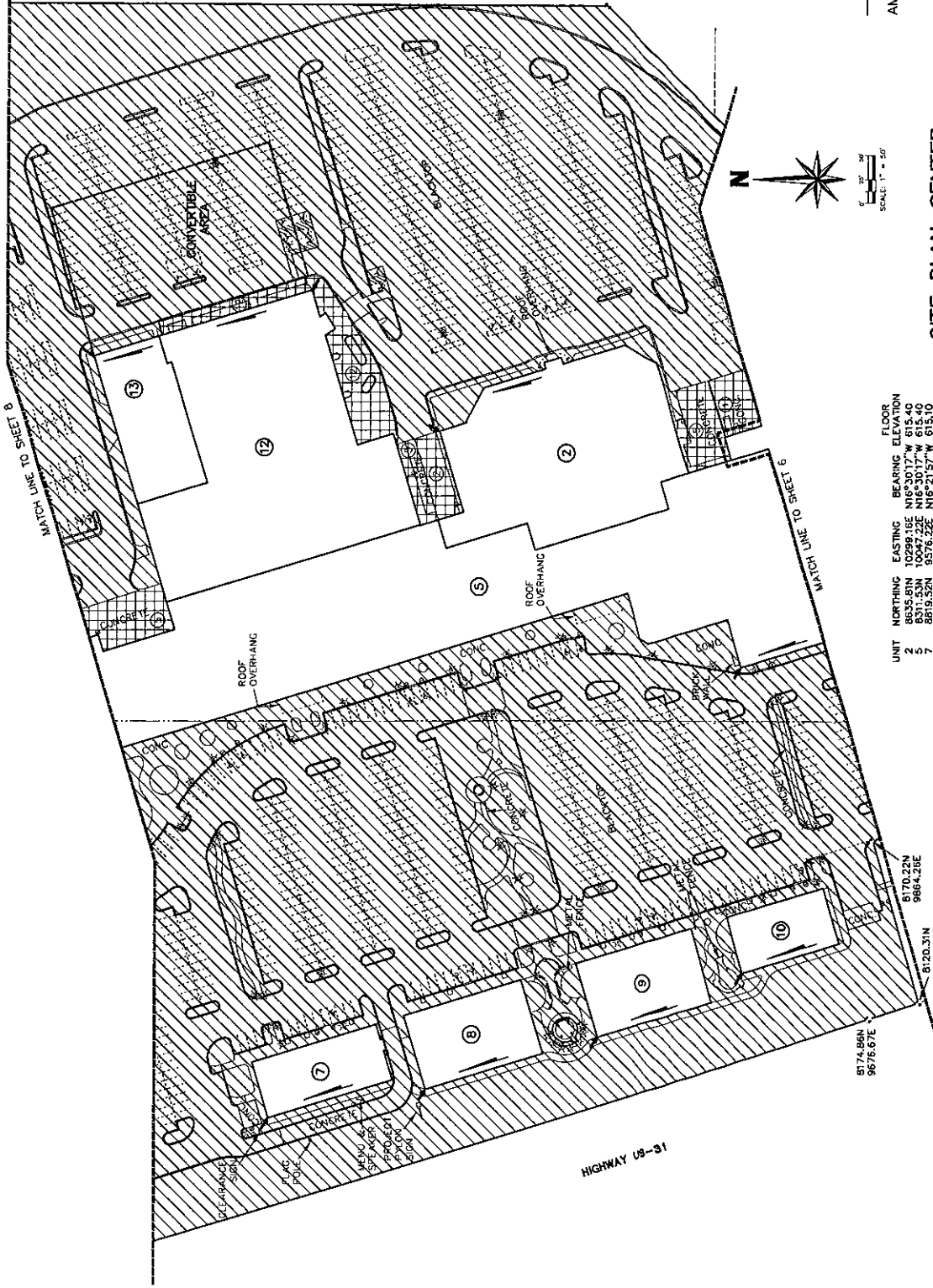
CROSS SECTION THRU TYPICAL UNIT

NOTES:
1. UNITS 1, 2 AND 4 THRU 13 ARE BUILT.
2. PAVEMENT AS SHOWN IS BUILT.
3. SIDEWALKS AS SHOWN ARE BUILT.



JANUARY 23, 2020
AMENDED NOVEMBER 7, 2024

**SITE PLAN-CENTER
THE SHOPS AT WESTSHORE**
EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509 SHEET 7



SCALE: 1" = 20'

| UNIT | NORTHING | EASTING | BEARING | FLOOR ELEVATION |
|------|----------|-----------|--------------|-----------------|
| 2 | 8535.81N | 10299.18E | N16°30'17" W | 615.40 |
| 5 | 8311.53N | 10047.22E | N16°30'17" W | 615.40 |
| 7 | 8819.52N | 9576.22E | N16°21'57" W | 615.10 |
| 8 | 8468.94N | 9658.73E | N16°20'44" W | 615.10 |
| 10 | 8310.50N | 9725.60E | N16°20'44" W | 615.10 |
| 12 | 8772.28N | 10447.84E | N16°30'17" W | 615.40 |
| 13 | 9064.02N | 10379.17E | N16°30'17" W | 615.40 |

EXHIBIT B 4 OF 6

8174.69N
9676.07E

8170.22N
9864.29E

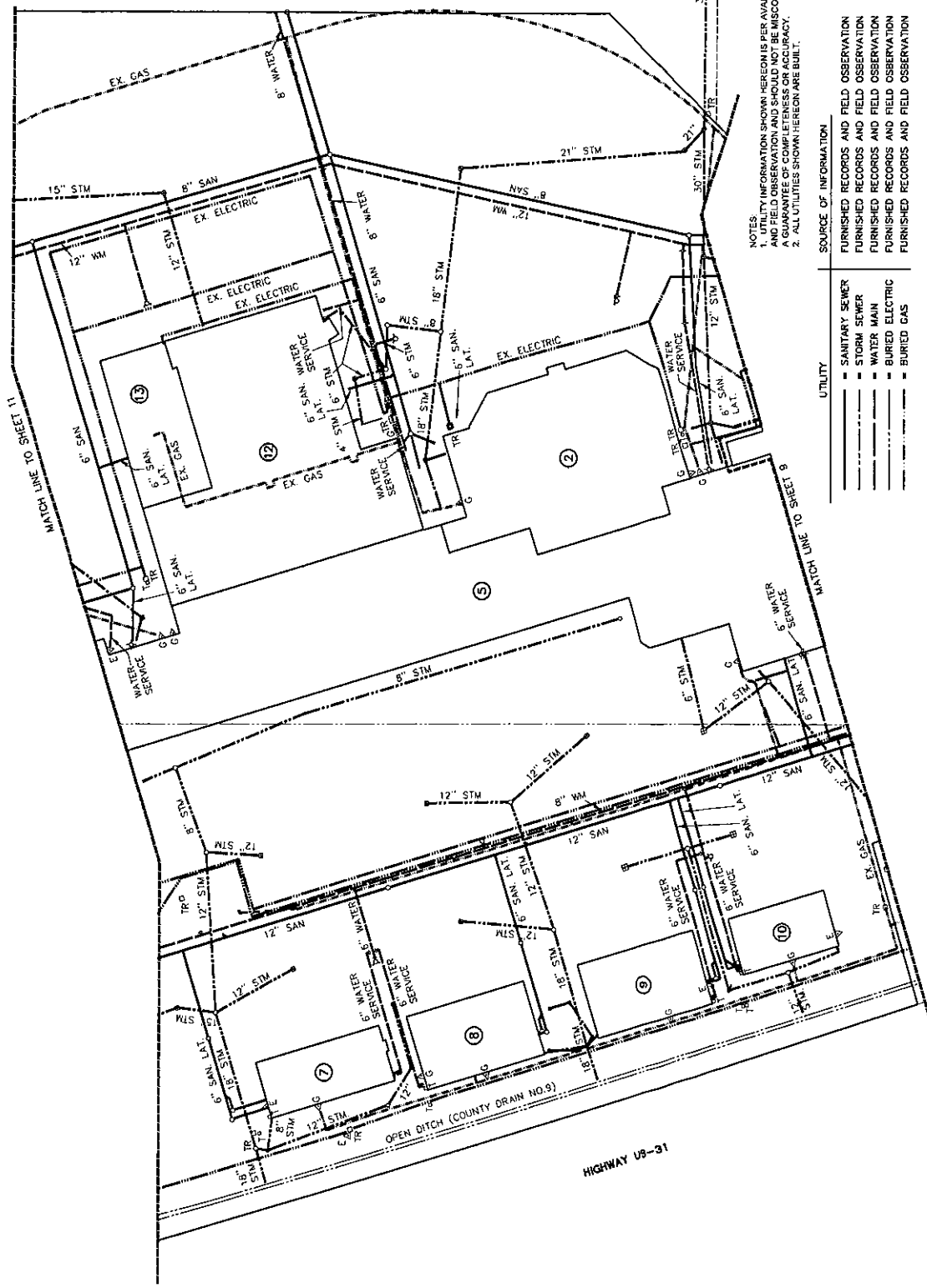
8120.31N
9094.02E

HIGHWAY US-31

- SECTION CORNER MONUMENT
- ⬆ PROPOSED CONCRETE MONUMENT
- Ⓣ UNIT NUMBER
- MANHOLE
- CATCH BASIN
- ▽ HYDRANT
- ⊖ WATER VALVE
- ⊕ POST INDICATOR VALVE
- Ⓜ TRANSFORMER
- Ⓣ TELEPHONE BOX
- Ⓜ ELECTRIC METER
- Ⓜ GAS METER
- Ⓜ GAS VALVE
- Ⓜ CLEAN OUT



JANUARY 23, 2020
 AMENDED NOVEMBER 7, 2024



NOTES:
 1. UTILITY INFORMATION SHOWN HEREON IS PER AVAILABLE RECORD AND FIELD OBSERVATION AND SHOULD NOT BE MISCONSTRUED TO BE GUARANTEED AS TO ACCURACY.
 2. ALL UTILITIES SHOWN HEREON ARE BURIED.

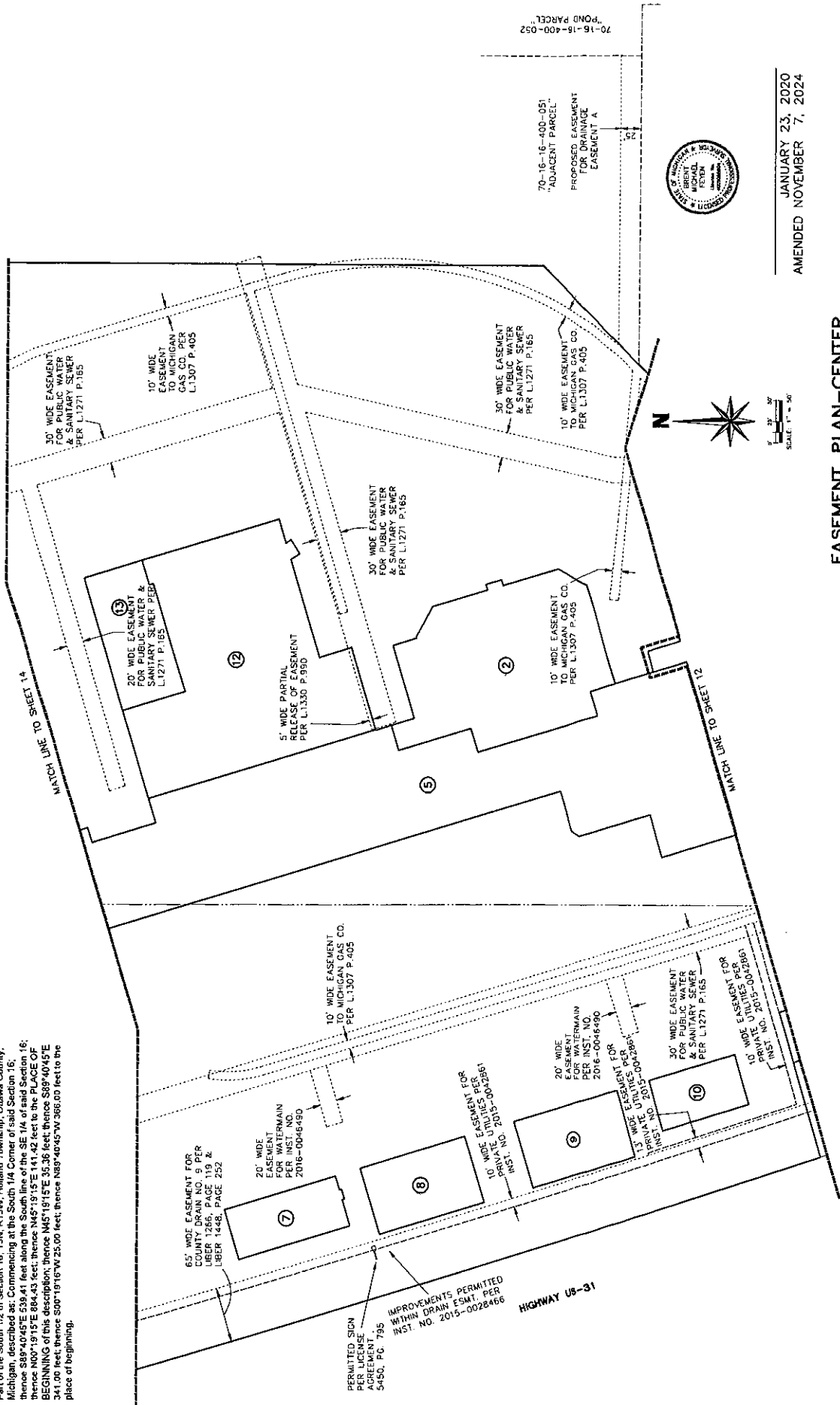
SOURCE OF INFORMATION

| UTILITY | SOURCE OF INFORMATION |
|-------------------|---|
| — SANITARY SEWER | FURNISHED RECORDS AND FIELD OBSERVATION |
| — STORM SEWER | FURNISHED RECORDS AND FIELD OBSERVATION |
| — WATER MAIN | FURNISHED RECORDS AND FIELD OBSERVATION |
| — BURIED ELECTRIC | FURNISHED RECORDS AND FIELD OBSERVATION |
| — BURIED GAS | FURNISHED RECORDS AND FIELD OBSERVATION |

UTILITY PLAN-CENTER
THE SHOPS AT WESTSHORE
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

EXHIBIT B 5 OF 6

Description of Proposed Easement for Drainage - Easement A:
 Part of the South 1/4 of Section 16, T5N, R15W, Holland Township, Ottawa County, Michigan, described as: Commencing at the South 1/4 Corner of said Section 16; thence S89°40'45"E 539.41 feet along the South line of the SE 1/4 of said Section 16; thence N00°19'15"E 884.43 feet; thence N45°19'15"E 111.42 feet to the PLACE OF BEGINNING of this description; thence N45°19'15"E 353.36 feet; thence S89°40'45"E 341.09 feet; thence S00°19'10"W 23.00 feet; thence N89°40'45"W 366.00 feet to the Place of Beginning.



JANUARY 23, 2020
 AMENDED NOVEMBER 7, 2024

**EASEMENT PLAN-CENTER
 THE SHOPS AT WESTSHORE**
 EXCEL ENGINEERING INC. 5252 CLYDE PARK S.W. GRAND RAPIDS MI 49509

EXHIBIT B 6 OF 6

Exhibit C

Exclusive Uses and Prohibited Uses¹

I. EXCLUSIVE USES

OTB ACQUISITION, LLC (ON THE BORDER RESTAURANT)

No portion of the Shopping Center shall be used for the operation of a full service, casual-themed restaurant featuring Tex/Mex, Mexican and/or Southwest cuisine menu items (such as, by way of example and not limitation: Chuy's, Uncle Julio's, Mi Cocina, Cantina Laredo, Don Pablos, Chevy's, Chili's, Baja Fresh Mexican Grill, etc.)

DUNHAM'S ATHLEISURE CORPORATION

No portion of the Shopping Center shall be used by an entity whose primary business is the sale of sporting goods, including the sale of boats, firearms, ammunition or hunting and camping supplies.

FEDEX OFFICE AND PRINT SERVICES, INC.

No portion of the Shopping Center shall be used for the following purposes: photocopying; printing (including 3D printing); digital printing/imaging; binding; mounting; laminating; blueprinting; retail art and graphic design; graphics; large format printing (including banners and cut vinyl signs); mail and facsimile services; overnight and/or same-day courier services (except for typical free standing, unmanned USPS mail/package receptacles); packaging, shipping and receiving services (except for typical free standing, unmanned USPS mail/package receptacles); on-site computer rentals (except for Westshore Connect); passport photography and digital photo processing; and any business services that are the technological evolution of the foregoing.

BURLINGTON COAT FACTORY OF MICHIGAN, LLC

No building in the Shopping Center shall be leased, used or occupied by an infant furniture and accessories store (such as buy Baby or Babies R Us) or for the sale of any of the items set forth on Exhibit D-1 (as listed below as *Baby Depot Exclusives*); (h) no building in the Shopping Center shall be leased, used or occupied by a bath and linen store or for the sale of any of the items set forth on Exhibit D-2 (listed below as *Luxury Linen Exclusives*); (i) no store in the Shopping Center containing more than 15,000 square feet of floor area shall be leased, used or occupied by an Off-price retailer as described in Exhibit D-3 (listed below as *Off-Price*) (the exclusive use restrictions in subsections (g), (h) and (i) being defined as "Tenant's Exclusives"). Notwithstanding the foregoing, Tenant's Exclusives shall not apply to (a) stores in the Shopping Center containing 6,500 or less square feet of floor area, (b) any replacement department stores containing 35,000 or more square feet of floor area, (c) the rights of tenants (and their respective assigns and subtenants) under existing leases, (d) with respect to Tenant's Exclusives described on Exhibits D-1 and D-2, stores selling any items specified on Exhibits D-1 and D-2 on an incidental basis (defined as not more than 15% of a tenant's gross sales may be derived from the sale of items specified on Exhibits D-1 and D-2), or (e) any of the following types of stores: (1) any home party goods store (such as, by way of example only, Party City), (2) any hardware and/or home improvement stores (such as, by way of example only, Ace Hardware or Home Depot); (3) any furniture and/or decorating

¹ Note to Draft: The following copied from Exhibit F of Lease.

stores (such as, by way of example only, Art Van or Restoration Hardware); or (4) any container store (such as, by way of example only, The Container Store).

Baby Depot Exclusives

1. cribs
2. changing tables
3. toy boxes
4. children's and adult rocking chairs
5. glider/rockers
6. juvenile furniture
 - a. tables
 - b. chairs
 - c. chests
 - d. dressers
 - e. bean bags
7. crib comforters, dust ruffles, bumpers, sheets and mattress pads
8. diaper stackers and diaper bags
9. strollers
10. high chairs
11. car seats
12. play pens
13. walkers and entertainers
14. infant swings
15. infant and layette clothing
16. infant toys
17. children's books
18. diapers
19. such additional items that are typically sold in an infant and children toys, furnishings and furniture store

Luxury Linens Exclusives

1. Bedding, such as:

Sheets, comforters, bedspreads, bed pillows, mattress pads, duvet covers, blankets, quilts, and decorative throws

2. Bath and Kitchen Towels, such as:

beach towels, aprons, potholders, oven mitts, robes and body wraps

3. Decorative Pillows and Chair Pads

4. Tabletop, such as:

tablecloths, napkins, placements, runners, scarves and doilies

5. Rugs, such as:

scatter rugs, bath rugs, area rugs, novelty rugs

6. Bath Room Accessories and Shower Curtains, such as:

Plastic ensembles, ceramic ensembles, metal ensembles, scales, hampers, toilet seats, shower hooks, personal care products

7. Curtains and Draperies

8. Drapery hardware

9. Wall Art and Picture Frames

10. Decorative Housewares

11. Decorative Gifts, such as:

Crystal, ceramic, silver, brass and wood accessories, stationery and gift wrap

12. Closet and Storage Items

13. Luggage

14. Candles and Candleholders

Off-Price

No store in the Shopping Center containing more than 15,000 square feet of floor area shall be leased, used or occupied by an Off-price retailer. An Off-price retailer is a retailer who engages in the sale of brand name and style apparel similar to department stores, but at every day regular prices substantially discounted from the every day regular prices of department stores such as Ross and Marshalls.

POTBELLY SANDWICH WORKS, LLC

Landlord will not lease space in the Shopping Center to any other person for the sale of: baked, oven-style, conveyor oven-style or un-baked "sub-style" sandwiches, submarine, hoagie or hero-type sandwiches, flatbread sandwiches, deli-style sandwiches or cheese steak sandwiches, except for the incidental sale of such items (defined as not more than 20% of a tenant's gross sales).

PASTA PER TRIO INC. D/B/A NOODLES & COMPANY

Tenant shall have the exclusive right to sell noodles and pasta and noodle and pasta-related dishes, for on or off-premises consumption at the Shopping Center; provided, however, other tenants in the Shopping Center shall have the right to sell noodles and pasta dishes if (i) the sale of noodle and pasta dishes by such tenant is incidental to another primary business of such tenant and (ii) such tenant's sale of noodle and pasta dishes from the Shopping Center does not exceed 15% of such tenant's annual gross revenues derived from its business operations at the Shopping Center (the "Exclusive"). In addition to the foregoing, any direct category competitors, including by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited from operating in the Shopping Center: Wild Noodles, Nothing But Noodles, Zyng's Asian Grill, Noodlin, Pei Wei, Mama Fu's, Panda Express, Pick Up Stix, Gimme Sum, Tokyo Joes, Rumbi

Island Grill, Wagamama, Vapiano, Fire Bowl Café, ShopHouse Southeast Asian Kitchen and Go Roma (hereafter, collectively referred to as "Prohibited Concepts", or individually as "Prohibited Concept").

MENCHIE'S

Landlord shall not lease space in the Shopping Center to any tenant whose primary purpose is to sell frozen soft-serve yogurt or other frozen dairy-based desserts ("Prohibited Person") or permit any Prohibited Person to use or occupy any space in the Shopping Center. A "Prohibited Person" is any person other than an "Excluded Tenant" or a "*De Minimis* Tenant" (defined below) who operates a frozen yogurt store (the "Exclusive Right"). The incidental offering, providing or sale of products or services constituting the Exclusive Use by a "*De Minimis* Tenant" (defined below) of the Shopping Center shall not be deemed a violation of the Exclusive Right granted to Tenant hereunder. A *De Minimis* Tenant is any person other than an Excluded Tenant whose sale of products or services constituting Exclusive Right represents fifteen (15%) percent or less of such tenant's annual gross sales.

CHIPOTLE MEXICAN GRILL

Landlord shall not permit any other occupant of the Shopping Center to engage in the sale of burritos, wraps, fajitas or tacos, except for the incidental sale of such items (defined as not more than 20% of a tenant's gross sales).

CHARLES SCHWAB & CO.

Tenant will have the exclusive right to conduct a retail securities brokerage, banking and financial services business in the Shopping Center. This shall not prohibit Landlord from leasing space to an insurance company or agency, so long as such entity does not engage in retail securities brokerage activities, financial management advisory services or banking at the Shopping Center.

SELECT COMFORT RETAIL CORPORATION D/B/A SLEEP NUMBER

Landlord shall not lease, or cause to be leased, or grant its consent to any assignment or sublease of space or change of use in the Shopping Center when Landlord has the unqualified right to deny its consent to such change in use, any space in the Building or Shopping Center to any person or entity that engages in or conducts the sale of any mattresses, air-controlled mattresses or air-controlled sleep systems.

JPT DEVELOPMENT LLC D/B/A ORANGETHEORY FITNESS

Landlord shall not enter into an agreement with any other occupant in the Shopping Center that is leasing less than five thousand (5,000) rentable square feet, whereby such occupant shall be permitted to have a membership based fitness facility of any type, indoor/outdoor boot camp style fitness facility or instructional person or group fitness studio as its primary use or offer heart rate monitored training.

SVS REAL ESTATE HOLDING, LLC

Landlord agrees that it shall not enter into another lease agreement which expressly permits the operation of a vision optical center in the Shopping Center. As used in this Section "primary business"

shall mean a business where a majority of gross sales are derived from the performance of vision exams, and/or the sale of eyeglasses, sunglasses, or contact lenses.

MICHIGAN REHABILITATION SPECIALISTS OF FOWLerville, LLC

d/b/a ATI PHYSICAL THERAPY

Landlord will not lease any space to a tenant, regardless of company affiliation or designation, within the Center, who engages in physical therapy, work conditioning, aqua therapy or hand therapy (the "Exclusive"). The Exclusive shall not be deemed to prohibit a massage use (similar to a Massage Envy), urgent care use, chiropractor, and/or a nail salon type user, but only so long as they do not engage in the Exclusive.

INDI SALON LLC d/b/a INDI SUITES

During the Lease Term, Landlord grants Tenant the sole and exclusive right to operate a full service salon facility in the Shopping Center.

URBAN AIR OF HOLLAND LLC

Landlord will not lease space to another business within the Shopping Center operating an indoor or outdoor entertainment center, that hosts birthday parties (other than incidental to another lawfully permitted use), or that offers any of the following attractions, whether individually, piecemeal, or collectively: trampolines, foam pits, warrior/ninja courses, soft play, climbing walls, pro zones, rope courses, zip lines, Sky Rider® or similar attraction, indoor skydiving, dodge ball, rock climbing, digital climbing walls, arcades, bowling, bumper cars, whirley ball, mini golf, laser tag, trampoline volley ball, spin zone, or related activities (the "Exclusive Right"). Notwithstanding the foregoing, Tenant's Exclusive Right shall not apply to (a) existing tenants (or their assignees or subtenants) in the Shopping Center, or (b) the operation of Grand Rapids Community College in the Shopping Center.

MANPOWER GROUP US INC.

Landlord agrees that Landlord will not permit any individual, partnership or corporation other than Tenant which engages in personnel staffing, recruitment, and temporary help services as its primary use, to lease or occupy any space on the Property during the Term of this Lease and any extension or renewal thereof.

GRAND RAPIDS COMMUNITY COLLEGE

Grantee shall have the exclusive right within the Development to use and operate the Grantee Parcel for the following purposes: (i) a community college, (ii) an institution offering an associates or similar degree, and/or (iii) a vocational school or training facility other than training in connection with an otherwise permitted use.

BIOLIFE PLASMA SERVICES L.P.

Landlord will not enter into any lease (or consent to the assignment/sublease related thereto) or otherwise permit the use of space for any demised premises in any portion of the Landlord Property that grants the tenant the right to use such space for a plasma or blood donation medical center (the "Exclusive Use"). The foregoing Exclusive Use shall not preclude medical office or medical laboratory

uses which provide blood draws as a service incidental to the medical treatment of patients provided the services offered do not include blood draws for the purposes of plasma or blood donations.

LANGELLIER PRIME IV, LLC (PRIME IV)

During the Lease Term, Landlord grants Tenant the sole and exclusive right to operate an IV or dripbar business in any capacity on the Landlord Property.

UP LEAF CAFÉ

Landlord will not lease space in the Shopping Center to any other tenant for the sale of Bánh mì, Bao Buns (Baozi), and other specialty foods typical of Vietnamese restaurants, except for the incidental sale of such items of not more than twenty percent (20%) of a tenant's gross sales. Notwithstanding the foregoing, Tenant's Exclusive shall not apply to the operation of other types of Asian restaurants such as, by way of example, Japanese, Chinese, Thai and Korean restaurants.

UC HOLLAND LLC (UPTOWN CHEAPSKATE)

During the Lease Term, Landlord grants Tenant the sole and exclusive right to operate a children's or maternity retail store selling second-hand items on the Landlord Property.

II. PROHIBITED USES

No portion of the Premises shall be used for the following purposes (Note that the below list of prohibited uses originates from numerous documents. In the event of conflict between any of the below prohibited uses, the most restrictive prohibited use(s) shall be binding):

1. Music or karaoke venue (but excluding any ancillary use associated with a non-prohibited primary use); adult bookstore; condom/sex shop (but excluding any ancillary sales of condoms associated with a non-prohibited primary use); strip club; massage parlor (other than reputable massage operations such as Massage Green, Massage Envy or reputable therapeutic massage operations); gambling operation; tattoo parlor; so-called smoke shop or head shop; cigar parlor or shop (but excluding any ancillary use associated with a non-prohibited primary use); flea market; arcade (but excluding any ancillary use associated with a non-prohibited primary use).
2. (a) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues, or a restaurant of the type operated on the date hereof under the trade names "Chili's" or "TGI Friday's."

(b) A billiards parlor, pool hall, arcade, video or game room except as part of any other operation permitted under the Lease.

(c) A theater (for live performance), an auditorium, a convention or exhibition hall or the like; provided, however, that student performances and educational programming in connection with the operation of a community college on the GRCC Parcel shall not be deemed to be a violation of this restriction.

- (d) A fairground.
- (e) A service station, automotive repair shop, truck stop or vehicle fueling station; provided, however, that automotive repair training programs and vehicle repairs in connection with the operation of a community college on the GRCC Parcel that are conducted entirely within the building shall not be deemed to be a violation of this restriction.
- (f) A flea market or pawnshop.
- (g) A car wash.
- (h) A medical clinic or office; provided, however, that nursing classes and related programs in connection with the operation of a community college on the GRCC Parcel shall not be deemed to be a violation of this restriction.
- (i) An office building or any office of any kind not used principally for the purveying of products or services to walk-in consumers at retail (other than back room offices incidental to a retail use); provided, however, that the operation of a community college on the GRCC Parcel shall not be deemed to be a violation of this restriction.
- (j) Any governmental or political operation of any kind, including without limitation post office, welfare office, motor vehicle or other licensing, testing or inspection operation, or any political or candidate office or operation; provided, however, that (i) the operation of a community college, including educational and community partnerships forged to support student success, shall not be deemed to be a violation of this restriction; and (ii) the operation of a Community and Recreation Center by a governmental organization is permitted.
- (k) A dry-cleaning plant, central laundry or laundromat (which shall not preclude a "drop off" and "pick up" dry cleaning service where all dry-cleaning processes shall be located outside of such premises).
- (l) An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.
- (m) A piercing pagoda or tattoo parlor or similar establishment.
- (n) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts. [This clause shall not prohibit or limit the items typically sold by a business of the type operated on the date hereof under the trade names "Barnes & Noble" or "Borders."])
- (o) A massage parlor or any establishment purveying similar services except for the operation of a national or regional therapeutic massage business such as, by way of example only, Massage Envy or Massage Green.
- (p) A skating rink of any type.
- (q) A house of worship, church, reading room, mortuary, crematorium or funeral home.
- (r) A mobile home or trailer court, labor camp, junkyard or stockyard.

- (s) A motel or hotel or a lodging establishment of any kind.
 - (t) A landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
 - (u) A telephone call center (which shall not preclude a telephone store, cellular and otherwise).
 - (v) A gambling establishment of any kind including, without limitation, a casino, bingo parlor or betting parlor (but lottery tickets may be sold and government sponsored lottery and similar gaming devices may be operated incidental to non-casino and non-hotel primary business at the premises).
 - (w) An assembling, manufacturing, industrial, distilling, refining or smelting facility.
 - (x) A storage warehouse or storage facility, except for storage incidental to a permitted use.
 - (y) The conduct of any "fire sale," going out of business sale or bankruptcy sale (except pursuant to a court order) or any auction house operation.
 - (z) Any use which regularly emits a noxious odor, loud noises or sounds which can be heard or smelled outside of the occupant's premises.
 - (aa) A "so called" head shop or any business selling marijuana.
 - (bb) Operation of a business which performs medical procedures, consulting or activities related to abortion, birth control or euthanasia.
3. No (a) bar, pub, nightclub, strip club, topless club, music hall or disco; provided, however, that the foregoing prohibition on bars and pubs shall not be deemed to prohibit the operation of a microbrewery, any family oriented restaurants or any restaurants that are part of a national or regional chain that include a bar as part of its operations; (b) billiard or bingo parlor; (c) flea market; (d) massage parlor (other than reputable massage operations such as Massage Green, Massage Envy or reputable national therapeutic massage operations); (e) funeral home; (f) facility for the sale of paraphernalia for use with illicit drugs; (g) facility for the sale or display of pornographic material (as determined by community standard for the area in which the Retail Center is located); (h) off track betting parlor; (i) carnival, amusement park or circus; (j) facility for any use which is illegal or dangerous or constitutes a nuisance; (k) arcade, pinball or computer game or amusement room (but excluding any ancillary use associated with a non-prohibited primary use); (l) facility that dispenses petroleum products of any type; (m) facility with on premises dry cleaning; (n) gasoline and other energy sales; (o) service stations for vehicles whether for body or mechanical repairs (including automobile service and care centers which are operated nationally and which are similar in quality to the Firestone centers); provided, however, that automotive repair training programs and vehicle repairs in connection with the operation of a community college on the GRCC Parcel that are conducted entirely within the building shall not be deemed to be a violation of this restriction; (p) car or truck washes; (q) utility trailer display or storage; (r) mini warehouse or storage facilities; (s) laundromats; or (t) convenience stores.