

When Recorded, Return to:
Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 800
Phoenix, Arizona
Attn: Stanton Johnson

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this__ day of_____, 2022, by ARTESIA MULTIFAMILY OWNER LLC, a Delaware limited liability company ("Multifamily Owner"), and SCC ARTESIA LLC, a Delaware limited liability company ("Retail Owner").

RECITALS

A. Retail Owner is the owner of that certain real property located in the City of Scottsdale (the "City"), Arizona, as more particularly described on Exhibit "A" attached hereto, which is currently developed and being operated as a retail center (the "Retail Parcel").

B. Multifamily Owner is the owner of that certain real property adjacent to the Retail Parcel, as more particularly described on Exhibit "B" attached hereto, (the "Multifamily Parcel").

C. Multifamily Owner desires to develop the Multifamily Parcel as a first-class multifamily residential project and as part of such development, redesign, reconfigure and upgrade the Primary Entrance and the Secondary Entrance (as each such term is defined below) (the "Proposed Development").

D. The parties anticipate that the Proposed Development will provide substantial benefits to the Retail Parcel, including increased vehicular and pedestrian traffic, resulting in increased patronage of the tenants of the Retail Parcel.

E. Completion and ongoing operation of the Proposed Development will require the cooperation of Retail Owner, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

AGREEMENTS

1) Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Approvals" means such approvals from the City and any other applicable

governmental authority, utility provider, condominium association or other property owners' association, or other party reasonably necessary for the design, construction, and operation of the Proposed Development.

(b) "Owner" means a party executing this Agreement and its successor owner or owners of fee simple title (or beneficial title) to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise. The term "Owner" shall not, however, include the holder of any monetary lien or monetary encumbrance on such real property unless and until such holder acquires fee simple title to such real property.

(c) "Primary Entrance" means the portion of the Retail Parcel described and depicted on Exhibit "C" attached hereto.

(d) "Project REA" means that certain Amended and Restated Declaration of Easements and Covenants for Artesia (Project REA), Recorded on February 2, 2009, as Instrument No. 20090083974.

(e) "Recording" shall mean placing an instrument of public record in the office of the County Recorder of Maricopa County, Arizona and "Recorded" shall mean having been so placed of public record.

(f) "Secondary Entrance" means the portion of the Retail Parcel described and depicted on Exhibit "D" attached hereto.

2) Retail Owner's Cooperation. Retail Owner, at no material out-of-pocket cost or expense, shall cooperate with Multifamily Owner, as requested by Multifamily Owner from time to time, in obtaining the Approvals described below ("Retail Owner's Required Cooperation"). Except to the extent expressly permitted under this Agreement, Retail Owner shall take no action to oppose or obstruct the issuance of any Approvals or that would have the effect of obstructing or opposing the Proposed Development of the Multifamily Parcel as determined by Multifamily Owner in its reasonable discretion. Without limiting the generality of the foregoing, the parties acknowledge and agree that Retail Owner's Required Cooperation may include, if requested by Multifamily Owner, (a) executing or providing such applications, agreements, correspondence, and other documents requested by Multifamily Owner in connection with its efforts to obtain the Approvals, subject in each case to Retail Owner's written approval, not to be unreasonably withheld, delayed, or conditioned ("Submittals"), and (b) providing written support of the Proposed Development, given by Retail Owner in its capacity as a neighboring property owner, and (c) requesting letters of support of the Proposed Development from tenants of the Retail Parcel. Multifamily Owner will provide Retail Owner with any documents, materials and other information in Multifamily Owner's possession or control that are reasonably necessary for Retail Owner's investigation and evaluation of the Proposed Development and the Submittals. Retail Owner is requested to sign or provide, including without limitation, any relevant plats, engineering drawings and information, landscape drawings, municipality acceptance letters, surveys, and other materials. Retail Owner acknowledges and agrees that the Submittals may be made in the name of Multifamily Owner or its affiliate or, if required and subject to Retail Owner's written consent (not to be unreasonably withheld, delayed, or conditioned), in the name of Retail Owner.

3) Project Entrances:

(a) Entrance Design Updates. Multifamily Owner shall have the right to design, construct and improve the Primary Entrance and Secondary Entrance landscaping, architecture, roadways, sidewalks, lighting and other improvements to a design and finish consistent with the Proposed Development of the Multifamily Parcel, subject in each case to Retail Owner's written approval, not to be unreasonably withheld, delayed, or conditioned. Such work may include, but shall not be limited to, the completion of a functional water feature, installation of signage (directional, project identification and branding) and restriping of traffic lines. All costs of such design and construction shall be borne by the Multifamily Owner and subject to the written approval of the Retail Owner (not to be unreasonably withheld, delayed, or conditioned).

(b) Secondary Entrance Reconfiguration. Multifamily Owner shall have the right to reconfigure portions of the Secondary Entrance, which will include relocating the southern curb-cut at N. Scottsdale Road, to allow for a generally straight two-lane driveway along the southern boundary of Retail Parcel, connecting the Multifamily Parcel and N. Scottsdale Road. The relocation of the curb-cut will affect an area of the Retail Parcel upon which parking spaces are located, which, as of the date of this Agreement, is anticipated to cover the seven (7) parking spaces currently located as set forth on Exhibit "E" attached hereto (the parking spaces impacted by the Secondary Entrance reconfiguration (which shall in no event, upon final completion of the work, result in a net reduction in total parking available to the Retail Owner in excess of seven (7) parking spaces unless otherwise expressly required by the City based off the proposed development plan) shall be referred to herein as the "Eliminated Parking Spaces"). Multifamily Owner may (but shall not be required to) relocate any or all the Eliminated Parking Spaces within the Retail Parcel as part of the reconfiguration of the Secondary Entrance. The final design of the Secondary Entrance reconfiguration (including the design contemplated in the Scottsdale DRB case 390-SA-2018) is subject to the written approval of Retail Owner, which shall not be unreasonably withheld, delayed, or conditioned. For the avoidance of doubt, the loss of the Eliminated Parking Spaces shall not be considered a reasonable objection to any proposed design of the Secondary Entrance reconfiguration, unless and only to the extent the loss of such parking spaces results in (i) the Retail Parcel becoming nonconforming under any applicable zoning or land use parking requirements existing at or prior to the completion of the Secondary Entrance reconfiguration as contemplated herein or (ii) any violation of or non-compliance with any requirements under leases for the Retail Parcel existing as of the Recording date of this Agreement. Upon completion of the Secondary Entrance reconfiguration, the parties shall execute and record an amendment to the Project REA to update legal description of the Secondary Access Easement (as defined in the Project REA) therein to describe the new location of the reconfigured Secondary Entrance.

(c) Notwithstanding Retail Owner's maintenance obligations under the Project REA, until the completion of the work on the Primary Entrance and Secondary Entrance contemplated herein, Multifamily Owner shall maintain the Primary Entrance and Secondary Entrance, at its sole cost and expense, in a neat, clean, and weed-free condition. If Multifamily Owner fails to so maintain the Primary Entrance and Secondary Entrance for 30 days after receipt of written notice from Retail Owner, then Retail Owner may perform such maintenance work and Multifamily Owner shall reimburse Retail Owner for its reasonable costs incurred, within 30 days after written demand with reasonable evidence of such costs.

(d) Notwithstanding Retail Owner's maintenance obligations under the Project REA, following the completion of the work on the Primary Entrance and Secondary Entrance contemplated herein, to the extent the work on the Primary Entrance and the Secondary Entrance contemplated herein or the increase in volume traffic caused by the Proposed Development causes an increase in Retail Owner's maintenance obligations or costs under the Project REA (relative to such obligations or costs prior to the work on the Primary Entrance and the Secondary Entrance contemplated herein), then Multifamily Owner shall be responsible, and shall reimburse Retail Owner within 30 days after written demand with reasonable evidence of such costs, for any such increased obligations or costs. Upon completion of the work on the Primary Entrance and Secondary Entrance contemplated herein, the parties shall execute and record an amendment to the Project REA to reflect the terms of this Section 3(d).

4) Traffic Signal Cost Contribution. The parties acknowledge that, as a condition or stipulation to issuance of certain Approvals for the Proposed Development, the City may require the installation of a traffic signal and other traffic-related improvements at the intersection of N. Scottsdale Road and E. Hummingbird Lane (collectively, the "Traffic Signal Improvements"). Multifamily Owner shall cause all Traffic Signal Improvements to be constructed as and when required by the City. The final design of the Traffic Signal Improvements is subject to the written approval of Retail Owner, which shall not be unreasonably withheld, delayed, or conditioned. After completion of the Traffic Signal Improvements and acceptance thereof by the City (but not including the expiration of any applicable warranty period), Multifamily Owner shall provide Retail Owner with a written payment request for Retail Owner's share of the actual, out-of-pocket costs incurred by Multifamily Owner for the design and construction of the Traffic Signal Improvements and any related roadway improvements and other related costs and expenses (the "Traffic Signal Costs"), which payment request shall include (i) written evidence of the City's acceptance of the Traffic Signal Improvements, (ii) a calculation of Retail Owner's share of the Traffic Signal Costs, and (iii) copies of receipts, paid invoices, or other reasonable evidence of the Traffic Signal Costs. Retail Owner's share of the Traffic Signal Costs shall be equal to the lesser of (i) fifteen percent (15%) of the total amount of the Traffic Signal Costs, and (ii) \$100,000.00. Retail Owner shall pay its share of the Traffic Signal Costs as provided herein within fifteen (15) days after receipt of a complete payment request. Other than Retail Owner's payment of its share of the Traffic Signal Costs as determined under this Section 4, Multifamily Owner shall be responsible at its sole cost and expense for the Traffic Signal Costs.

5) Public Art. Retail Owner acknowledges that certain prior development approvals for the Multifamily Parcel (including but not limited to City of Scottsdale re-zoning cases 2-ZN-

2005, 2-ZN-2005#2, 8-DR-2006, 16-DR-2017, 35-DR-2017, 38-DR-2018, 390-SA-2018 and 193-SA-2018) required public art installments at the time of the original development, and that the required public art includes the two artesian sculptures currently located on the Retail Parcel, on or near the Primary Entrance (collectively, the “Existing Sculptures”). The Existing Sculptures are owned by Multifamily Owner. Multifamily Owner may, at any time and from time to time in its sole discretion, modify, remove or replace the Existing Sculptures, in any manner not prohibited by applicable laws or the City’s requirements or development approvals; provided that, following any such removal, Multifamily Owner shall repair and restore the Retail Parcel to a first-class condition and otherwise repair any damage caused by such removal.

6) Multifamily Project Re-Naming and Re-Branding. Multifamily Owner may, at any time and from time to time, in its sole discretion, re-name and re-brand the project located on the Multifamily Parcel (as such project currently exists, or its developed as the Proposed Development or otherwise). Any re-naming and re-branding shall not be required to be consistent with any name or brand in connection with the Retail Parcel and may include modifying or replacing the existing monument sign in the Primary Entrance, adjacent to N. Scottsdale Road. All costs associated with any work in connection with re-naming or re-branding the Multifamily Parcel shall be borne by Multifamily Owner. Multifamily Owner shall reimburse Retail Owner for all reasonable costs, required to be paid by Retail Owner due to Multifamily Owner’s re-naming or re-branding within fifteen (15) days after written demand, together with receipts, paid invoices, or other reasonable evidence thereof.

7) Easements.

(a) Temporary Construction Easement. Retail Owner hereby grants to Multifamily Owner a non-exclusive temporary easement over and upon the Primary Entrance and Secondary Entrance for the purpose of construction of improvements in connection with the Proposed Development of the Multifamily Parcel, and for the renovation and improvement of the Primary Entrance and the reconfiguration of the Secondary Entrance as contemplated in this Agreement (the “Temporary Construction Easement”).

The Temporary Construction Easement shall become effective upon the City’s issuance of a building permit for work in connection with the Proposed Development and shall expire upon the expiration of the term of this Agreement as set forth in Section 10 below.

Multifamily Owner’s rights under the Temporary Construction Easement shall include the right to enter upon such portions of the Retail Parcel as may reasonably be necessary to facilitate the renovation and improvement of the Primary Entrance and the reconfiguration of the Secondary Entrance as contemplated in this Agreement, and for aerial encroachment of crane boom arms and jib arms, as reasonably necessary in connection with the construction of the Proposed Development. Subject to Retail Owner’s prior written approval (not to be unreasonably withheld, conditioned, or delayed), Retail Owner acknowledges that during the periods of construction, parking and certain immaterial/reasonable areas within the Retail Parcel may be required to be blocked off in connection with the above-described construction, as well as potentially for certain utility ‘tie-in’ related improvements connecting utilities within N. Scottsdale Road to the

Multifamily Parcel. Without limiting the generality of the foregoing, in no event shall Multifamily Owner's use of the Temporary Construction Easement (i) prevent any tenant of the Retail Parcel from conducting business within its leased premises in the ordinary course, (ii) trigger any right of a tenant of the Retail Parcel, under the terms of its lease as of the Recording date of this Agreement, to terminate its lease, abate rent, or obtain any other concession (unless accompanied by reimbursement from Multifamily Owner for Retail Owner's actual out-of-pocket costs and damages (which shall, for the avoidance of doubt, include the actual amount of any such abatement credited to a tenant as a result thereof or concession paid to a tenant as a result thereof)), or (iii) prevent access to the leased premises on the Retail Parcel by the tenants and their respective employees, patrons, suppliers, invitees and service providers during such tenants' hours of operation at the Retail Parcel, in the ordinary course of each tenant's respective operations or business, and closures of an entrance to the Retail Parcel shall not be considered unreasonable if, during such periods of closure, another reasonable alternative entrance remains fully open for access to the Retail Parcel. Notwithstanding anything contained herein to the contrary, Multifamily Owner shall have no right under the Temporary Construction Easement or otherwise under this Agreement to enter within, upon, or under any building located upon the Retail Parcel.

(b) Easement for Existing Sculptures. Retail Owner hereby grants to Multifamily Owner, for the term of this Agreement, a non-exclusive easement on the Retail Parcel to keep and maintain the Existing Sculptures (as modified or replaced by Multifamily Owner) in their current locations and for access to repair, remove, and replace the Existing Sculptures from time to time provided that the same does not unreasonably interfere with (i) Retail Owner's or its tenants' ordinary course of operations or business at the Retail Parcel, or (ii) access to, or ingress or egress from, the Retail Parcel (the "Public Art Easement"). Prior to the expiration of this Agreement, Retail Owner and Multifamily Owner agree to enter into a perpetual easement agreement memorializing the Public Art Easement and otherwise on such terms and conditions as may be reasonably agreed upon by Retail Owner and Multifamily Owner.

(c) Termination of Retail Parking Easement. Retail Owner acknowledges that the parking and access easement established pursuant to Section 3(b)(iii) of the Project REA over and upon the portion Multifamily Parcel referred to therein as the Retail Parking Easement Area, was terminated pursuant to that certain Termination of Retail Parking Easement Recorded as Instrument No. 2021-1259642 in the Official Records of Maricopa County, Arizona. Retail Owner further acknowledges that the Retail Parking Easement Area will be redeveloped as part of the Proposed Development of the Multifamily Parcel. Accordingly, Retail Owner hereby relinquishes and abandons any easements or other rights of occupancy or use held by or in favor of Retail Owner or the Retail Parcel that affect the Retail Parking Easement Area and conflict with the Proposed Development of the Multifamily Parcel. Retail Owner shall execute and deliver any documents or take any other action, at no out-of-pocket cost to Retail Owner, reasonably requested by Multifamily Owner in furtherance of the foregoing relinquishment and in recognition of Multifamily Owner's right to redevelop the Retail Parking Easement Area. Retail Owner acknowledges that Multifamily Owner anticipates constructing permanent multifamily residential buildings on the Retail Parking Easement Area, which may front the Secondary Entrance or abut (subject to setback requirements) the building and other improvements on the Retail Parcel.

8) Retail Owner Consent and Cooperation. Notwithstanding anything to the contrary contained herein, with respect to any provision providing for Retail Owner's cooperation, consent or approval, it shall be deemed unreasonable for Retail Owner to withhold such consent, approval, or cooperation, unless providing such consent, approval, or cooperation would be reasonably likely to:

(a) prevent (i) any tenant of the Retail Parcel from conducting business within its leased premises in the ordinary course, (ii) access to each tenant's leased premises during such tenant's hours of operation in the ordinary course, or (iii) access to, or ingress or egress from, the Retail Parcel (it being understood that closures of one entrance to the Retail Parcel shall be permitted, provided that another reasonable alternative entrance remains fully open for access to the Retail Parcel);

(b) materially increase Retail Owner's obligations (without reimbursement from Multifamily Owner for Retail Owner's actual out-of-pocket costs and damages) under any condominium association or other property owners' association, including without limitation the Project REA;

(c) cause the Retail Parcel or Retail Owner or its tenants to be in violation of applicable laws (including, without limitation, any nonconformity under any applicable zoning or land use requirements) or any Recorded declarations, covenants, conditions, or restrictions applicable to the Retail Parcel or otherwise governing the Retail Parcel as of the Recording date of this Agreement;

(d) cause a breach or other violation of any lease, license, or other occupancy agreement existing as of the Recording date of this Agreement with respect to the Retail Parcel, in all cases not accompanied by reimbursement from Multifamily Owner for Retail Owner's actual out-of-pocket costs and damages;

(e) trigger any right of a tenant of the Retail Parcel, under the terms of its lease as of the Recording date of this Agreement, to terminate its lease, abate rent, or obtain any other concession, in all cases not accompanied by reimbursement from Multifamily Owner for Retail Owner's actual out-of-pocket costs and damages (which shall, for the avoidance of doubt, include the actual amount of any such abatement credited to a tenant as a result thereof or concession paid to a tenant as a result thereof); or

(f) result in personal injury or death or material property damage.

9) Covenants of Multifamily Owner.

(a) Multifamily Owner covenants and agrees that it shall (a) once commenced, construct and develop the work with respect to the Primary Entrance and the Secondary Entrance (as described in Section 3) (collectively, the "Entrance Work") in accordance with all applicable laws, Approvals, and Recorded declarations, covenants, conditions, and restrictions; (b) once commenced, (i) perform and complete the Entrance Work in a commercially reasonable manner consistent with construction industry standards (but in all events, once the Entrance Work is

commenced, the Entrance Work shall be substantially complete not more than 90 days from the outlined construction timeline for the Entrance Work agreed by the general contractor for the Multifamily Owner's construction, subject to force majeure), or (ii) alternatively, if the Entrance Work will not be completed as set forth in clause (i) above, return the Primary Entrance and the Secondary Entrance to substantially the condition existing prior to the commencement of the Entrance Work; (c) obtain any amendments to the Project REA and any other declarations, covenants, conditions, or restrictions applicable the Retail Parcel as are necessary in connection with the Proposed Development and the work relating thereto or to otherwise reflect the terms of this Agreement (with the same being subject to Retail Owner's written consent, not to be unreasonably withheld, delayed, or conditioned); (d) restore any damage to the Retail Parcel caused by Multifamily Owner or its agents to the condition it existed as of the date immediately preceding such damage; and (e) keep the Retail Parcel free from all liens caused by the construction and development of the Proposed Development and the work relating thereto and within fifteen (15) days after notice thereof satisfy or bond off any mechanic's, materialman's, or other liens against the Retail Parcel that relate to or arise from the construction and development of the Proposed Development or the work relating thereto.

(b) Multifamily Owner shall reimburse Retail Owner for any and all rental abatements or other concessions under leases at the Retail Parcel existing as of the Effective Date, in each case incurred by Retail Owner or otherwise triggered solely as a result of Multifamily Owner's construction and development of the Proposed Development or the work relating thereto.

(c) Except to the extent caused by the gross negligence or intentional misconduct of Retail Owner or the Indemnified Parties (as defined below), Multifamily Owner shall indemnify, defend, and hold harmless Retail Owner and its managers, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including professional fees and reasonably attorneys' fees, that are incurred by any of the Indemnified Parties arising out of or relating to (i) Multifamily Owner's default under this Agreement, or (ii) any personal injury or death or material property damage in connection with Multifamily Owner's construction and development of the Proposed Development and the work relating thereto.

(d) To the extent that Multifamily Owner fails to perform its obligations as set forth in this Section 9 or otherwise under this Agreement, then Retail Owner may perform such obligations and Multifamily Owner shall reimburse Retail Owner for its actual reasonable costs incurred as a result of such performance, within 30 days after written demand with reasonable evidence of such costs.

(e) This Section 9 shall survive the expiration or termination of this Agreement until thirty (30) days following the expiration of the applicable statute of limitations.

10) Term. This Agreement shall remain in full force and effect until the earlier of (i) fifteen (15) years after date this Agreement is Recorded, or (ii) the date on which the City has

issued all certificates of occupancy required for the improvements comprising the Proposed Development.

11) Assignment. Multifamily Owner may assign its right and interest under this Agreement only to an assignee acquiring all or any portion of the Multifamily Parcel, and such assignment shall not be effective unless executed by the assignor and assignee and Recorded. Additionally, Multifamily Owner may provide a collateral assignment of its right and interest under this Agreement to any of its lenders, from time to time, whose loan is secured by a lien created by a deed of trust or mortgage Recorded against all or any portion of the Multifamily Parcel.

12) Miscellaneous.

(a) Notices. Any notice to be given hereunder shall be given in writing and delivered in person, or by reputable nationwide overnight courier or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing of a change of address:

Multifamily Owner: Artesia Multifamily Owner LLC
c/o Rockpoint Group, L.L.C.
500 Boylston St., 21st Floor
Boston, MA 02116
Attention: Kyle Gardner and Joseph Goldman
Email: Kyle@rockpoint.com; JG@rockpoint.com

with a copy to: Greenberg Traurig, LLP
2375 E. Camelback Road, Suite 800
Phoenix, Arizona
Attn: Stanton Johnson

Retail Owner: SCC ARTESIA LLC
c/o Site Centers Corp.
320 Park Avenue, 27th Floor
New York, NY 10022
Attn: John Cattonar, Executive Vice President and Chief
Investment Officer

with a copy to: SCC ARTESIA LLC
c/o Site Centers Corp.
3300 Enterprise Parkway
Beachwood, OH 44122
Attn: Michael Owendoff, Deputy General Counsel
E-mail: mowendoff@sitecenters.com

with a copy to: Benesch Friedlander Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, OH 44114
Attn: Lee Korland
Email: lkorland@beneschlaw.com

Any such notice shall be deemed effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown on the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

(b) Attorneys' Fees. In the event of any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover from the unsuccessful party its costs and reasonably attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

(c) Amendment. This Agreement may only be amended, modified or terminated prior to the applicable date under Section 10 above by Recorded agreement executed by Owners at such time.

(d) No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

(e) No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) Separability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or to not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.

(h) Time of Essence. Time is of the essence of this Agreement.

(i) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(j) Governing Law and Jurisdiction. The laws of the State of Arizona shall govern the interpretation, validity, performance, and enforcement of this Agreement. All Owners

irrevocably consent to jurisdiction and venue in Maricopa County, Arizona and agree not to attempt to remove or transfer any action properly commenced in Maricopa County, Arizona.

(k) Estoppel Certificate. Each Owner agrees that within fifteen (15) days following receipt of a written request (which shall not be more frequent than three (3) times during any calendar year) of the other Owner, it will issue, without cost, to such person, or its prospective mortgagee or purchaser, an estoppel certificate stating to the best of the issuer's knowledge, as of such date (a) whether it knows of any default under this Agreement by the requesting Owner and if there are known defaults, specifying the nature thereof, (b) whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof, and (c) whether this Agreement is in full force and effect. Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement.

(l) Multifamily Owner's Disclaimer of Representations. Anything to the contrary in this Agreement notwithstanding, Multifamily Owner makes no warranties or representations whatsoever that the Multifamily Parcel can or will be developed in accordance with the Proposed Development or that if such land is once used for a particular use, such use will continue in effect.

(m) No Third-Party Beneficiary. This Agreement shall not confer any rights or remedies upon any party other than the parties hereto and their respective successors, assigns and nominees, if any.


(n) Further Assurances. The parties shall execute and deliver such further documents and instruments and take such further action as may be reasonably requested by another party hereto and as is consistent with the provisions of this Agreement in order to accomplish the purpose and intent of this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, Multifamily Owner and Retail Owner have executed this Agreement as of the date first written above.

MULTIFAMILY OWNER:

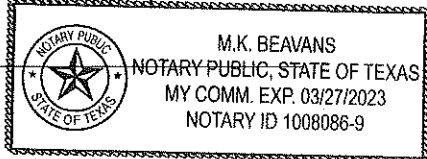
**ARTESIA MULTIFAMILY
OWNER LLC**, a Delaware limited
liability company

By: 
Name: Ron J. Hoyl
Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)ss.

This instrument was acknowledged before me this 24th day of January, 2022, by Ron Hoyl, the Vice President of Artesia Multifamily Owner LLC, a Delaware limited liability company, on behalf thereof.

Commission Expiration Date:





Notary Public

Signature Page to Cooperation Agreement

RETAIL OWNER:

SCC ARTESIA LLC,
a Delaware limited liability company

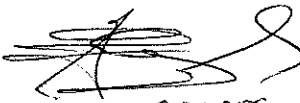
By: 
Name: John M. Cattonar
Title: CIO and EVP

STATE OF NEW YORK
COUNTY OF Queens

)
) SS:
)

On this the 25 day of January, 2022, before me, a Notary Public, the undersigned officer, personally appeared John M. Cattonar, the Chief Investment Officer and Executive Vice President of SCC Artesia LLC, a Delaware limited liability company, personally known to me, who acknowledged that he did execute the foregoing instrument, on behalf of the limited liability company, and that the same was his free act and deed individually and in his capacity indicated above, and the free act and deed of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature: 
NYC DL 956

(OFFICIAL SEAL)

GEORGE C. LAZARIDES
Notary Public, State of New York
No. 01LA4930290
Qualified in Suffolk County
Commission Expires May 9, 20 22

[Retail Owner's Signature Page to Cooperation Agreement]

EXHIBIT A

RETAIL PARCEL LEGAL DESCRIPTION

PARCEL 1, OF ARTESIA LAND DIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 950 OF MAPS, PAGE 4.

EXHIBIT B

MULTIFAMILY PARCEL LEGAL DESCRIPTION

UNITS 1301 THROUGH 1306 INCLUSIVE, OF BUILDING 7117A;
UNITS 1307 THROUGH 1312 INCLUSIVE, OF BUILDING 7117B;
UNITS 1313 THROUGH 1321 INCLUSIVE, OF BUILDING 7117C;
UNITS 1322 THROUGH 1330 INCLUSIVE, OF BUILDING 7117D;
UNITS 1331 THROUGH 1336 INCLUSIVE, OF BUILDING 7117E;
UNITS 1337 THROUGH 1345 INCLUSIVE, OF BUILDING 7117F;
UNITS 1346 THROUGH 1351 INCLUSIVE, OF BUILDING 7117G;
UNITS 1352 THROUGH 1357 INCLUSIVE, OF BUILDING 7117H;
UNITS 1358 THROUGH 1366 INCLUSIVE, OF BUILDING 7117I;
UNITS 1201 THROUGH 1215 INCLUSIVE, OF BUILDING 7171A;
UNITS 2201 THROUGH 2216 INCLUSIVE, OF BUILDING 7171A;
UNITS 3201 THROUGH 3214 INCLUSIVE, OF BUILDING 7171A;
UNITS 4201 THROUGH 4211 INCLUSIVE, OF BUILDING 7171A;
UNITS 1216 THROUGH 1233 INCLUSIVE, OF BUILDING 7171B;
UNITS 2220 AND 2232 INCLUSIVE, OF BUILDING 7171B;
UNITS 3215 AND 3217 INCLUSIVE, OF BUILDING 7171B;
UNITS 3219 AND 3229 INCLUSIVE, OF BUILDING 7171B;
UNITS 3231 AND 3232 INCLUSIVE, OF BUILDING 7171B;
UNITS 4212 THROUGH 4224 INCLUSIVE, OF BUILDING 7171B;
UNITS 1234 THROUGH 1251 INCLUSIVE, OF BUILDING 7171C;
UNITS 2237 AND 2249 INCLUSIVE, OF BUILDING 7171C;
UNITS 3233 AND 3234 INCLUSIVE, OF BUILDING 7171C;
UNITS 3236 THROUGH 3246 INCLUSIVE, OF BUILDING 7171C;
UNITS 3248 THROUGH 3250 INCLUSIVE, OF BUILDING 7171C;
UNITS 4225 THROUGH 4237 INCLUSIVE, OF BUILDING 7171C;
UNITS 1252 THROUGH 1267 INCLUSIVE, OF BUILDING 7171D;
UNITS 2253 THROUGH 2269 INCLUSIVE, OF BUILDING 7171D;
UNITS 3251 THROUGH 3265 INCLUSIVE, OF BUILDING 7171D;
UNITS 4238 THROUGH 4250 INCLUSIVE, OF BUILDING 7171D;

OF ARTESIA CONDOMINIUMS, A CONDOMINIUMS AS CREATED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION RECORDED AS 2009-0084789 OF OFFICIAL RECORDS; FIRST AMENDMENT RECORDED AS 2009-085363 OF OFFICIAL RECORDS AND CONFIRMATORY DECLARATION OF ANNEXATION OF FUTURE ANNEXABLE PROPERTY RECORDED AS 2009-1063324 OF OFFICIAL RECORDS AND AS SHOWN ON THE PLAT OF SAID CONDOMINIUM AS RECORDED AS BOOK 952 OF MAPS, PAGE 3; AND FIRST AMENDMENT RECORDED AS BOOK 1407 OF MAPS, PAGE 33; AND AFFIDAVIT OF CORRECTION RECORDED AS 2007-1193501 OF OFFICIAL RECORDS; AND AFFIDAVIT(S) OF CHANGE RECORDED AS 2007-1290799 OF OFFICIAL RECORDS; AND RECORDED AS 2007-1290800 OF OFFICIAL RECORDS; AND RECORDED AS 2007-1331393 OF OFFICIAL RECORDS; RECORDED AS 2008-1075796 OF OFFICIAL RECORDS, AND AFFIDAVIT OF CORRECTION RECORDED AS 2018-0720603 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY ARIZONA.

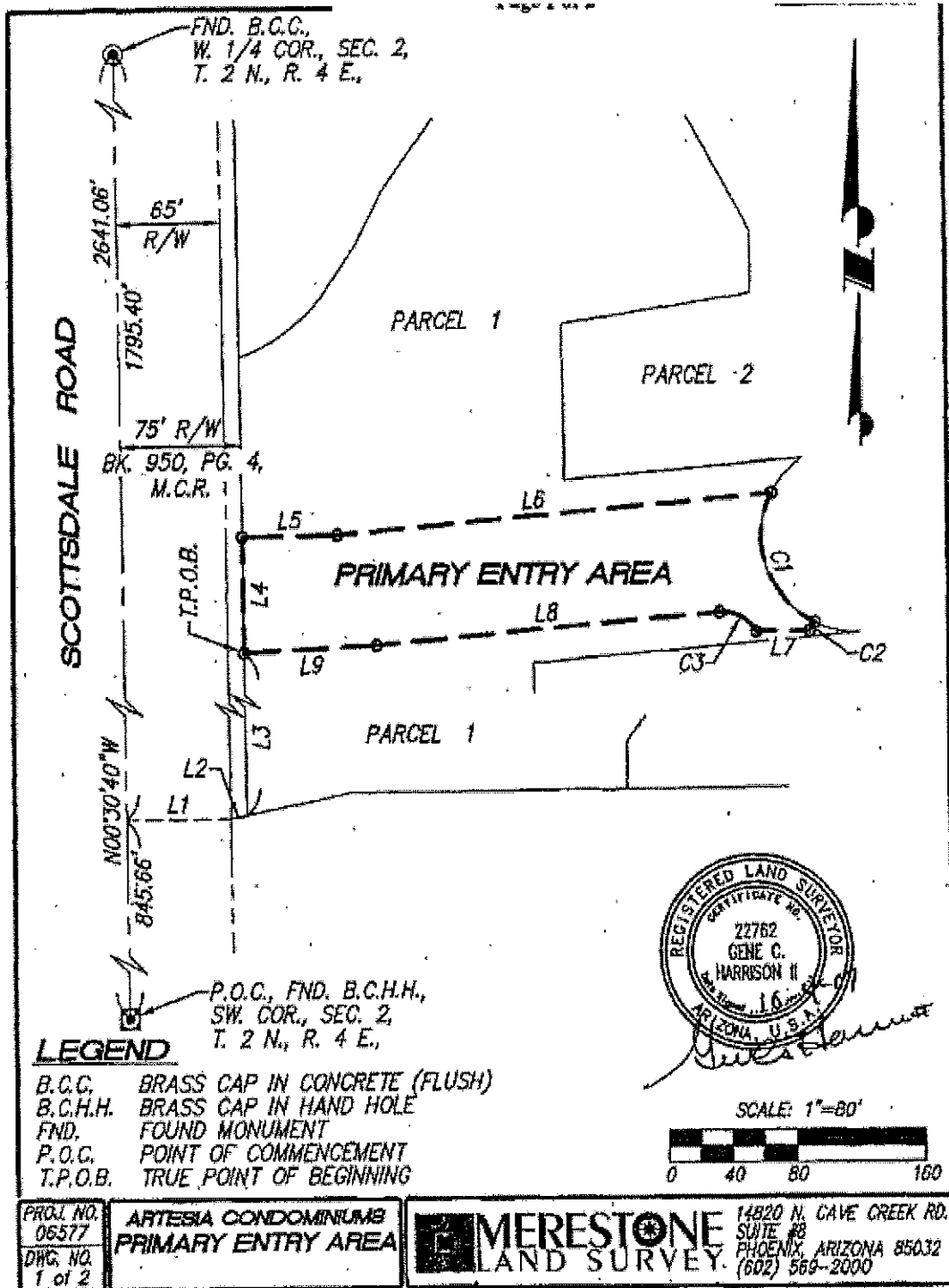
EXHIBIT C

PRIMARY ENTRANCE LEGAL DESCRIPTION

That portion of the Southwest quarter of Section 2, Township 2 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

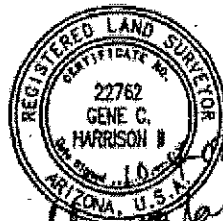
COMMENCING at the Southwest corner of said Section 2;
THENCE N00°30'40"W along the West line of said Section 2, a distance of 845.66 feet;
THENCE leaving said West line, N89°29'20"E, a distance of 65.00 feet;
THENCE N78°10'54"E, a distance of 10.20 feet to a point, said point being the Southwest corner of Parcel 1;
THENCE N00°30'40"W, a distance of 437.60 feet to the TRUE POINT OF BEGINNING.

THENCE continuing northerly along said line, a distance of 70.41 feet;
THENCE N89°20'14"E, a distance of 59.13 feet;
THENCE N84°53'46"E, a distance of 273.57 feet to the beginning of a non-tangent curve concave to the east, from which the center of said curve bears S63°10'16"E, a distance of 58.50 feet;
THENCE southerly along the arc of said curve, through a central angle of 90°35'54", a distance of 92.50 feet to the beginning of a non-tangent curve concave to the southeast, from which the center of said curve bears S43°19'41"E, a distance of 14.50 feet;
THENCE southwesterly along the arc of said curve, through a central angle of 23°59'16", a distance of 6.07 feet;
THENCE S89°26'06"W, a distance of 32.71 feet to the beginning of a non-tangent curve concave to the southwest, from which the center of said curve bears S59°01'56"W, a distance of 24.50 feet;
THENCE northwesterly along the arc of said curve, through a central angle of 64°06'07", a distance of 27.41 feet;
THENCE S84°55'49"W, a distance of 216.21 feet;
THENCE S87°15'25"W, a distance of 82.75 feet to the TRUE POINT OF BEGINNING.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°29'20"E	65.00'
L2	N78°10'54"E	10.20'
L3	N00°30'40"W	437.60'
L4	N00°30'40"W	70.41'
L5	N89°20'14"E	59.13'
L6	N84°53'46"E	273.57'
L7	S89°26'06"W	32.71'
L8	S84°55'49"W	216.21'
L9	S87°15'25"W	82.75'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°35'54"	58.50'	92.50'
C2	23°59'16"	14.50'	6.07'
C3	64°06'07"	24.50'	27.41'



PROJ. NO.
06577
DWG. NO.
2 of 2

ARTESIA CONDOMINIUMS
PRIMARY ENTRY AREA

MERESTONE
LAND SURVEY

14820 N. CAVE CREEK RD.
SUITE #0
PHOENIX, ARIZONA 85032
(602) 569-2000

EXHIBIT D

SECONDARY ENTRANCE LEGAL DESCRIPTION

That portion of Artesia Condominiums, a subdivision, recorded in Book 952 of Maps, Page 3, in the records of Maricopa County, Arizona, also being a portion of the Southwest quarter of Section 2, Township 2 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Southwest corner of said Section 2;

THENCE N00°30'40"W (Basis of Bearing), along the West line of said Section 2, a distance of 845.66 feet;

THENCE, leaving said West line, N89°29'20"E, a distance of 65.00 feet;

THENCE N78°10'54"E, a distance of 10.20 feet, to the Southwest corner of Parcel 1 of said subdivision;

THENCE N00°30'40"W, along the West line of said Parcel 1, a distance of 97.49 feet, to the **POINT OF BEGINNING**;

THENCE continuing along said West line, N00°30'40"W, a distance of 36.23 feet;

THENCE, leaving said west line, N89°29'20"E, a distance of 64.44 feet;

THENCE S00°30'40"E, a distance of 35.08 feet;

THENCE S07°00'27"E, a distance of 6.28 feet, to a point of tangent curvature of a curve concave Northeasterly, having a radius of 20.50 feet, from which the center of said curve bears N82°59'33"E;

THENCE, Southeasterly, along the arc of said curve, through a central angle of 82°28'19", a distance of 29.51 feet, to a point of non-tangency;

THENCE N89°33'36"E, a distance of 144.39 feet, to a point of a non-tangent curvature, of a curve concave Southwesterly, from which the center of said curve bears S04°40'45"W, and having a radius of 45.79 feet;

Thence Southeasterly, along the arc of said curve, through a central angle of 50°42'59", a distance of 40.53 feet, to a point of a non-tangent reverse curvature, of a curve concave Northeasterly, from which the center of said curve bears N55°23'42"E, and having a radius of 23.00 feet;

THENCE Southeasterly, along the arc of said curve, through a central angle of $55^{\circ}41'06''$, a distance of 22.35 feet, to a point of non-tangency;

THENCE $N89^{\circ}29'20''E$, a distance of 189.29 feet, to a point of tangent curvature, of a curve concave Northwesterly, from which the center of said curve bears $N00^{\circ}30'40''W$, and having a radius of 18.00 feet;

THENCE Easterly, along the arc of said curve, through a central angle of $39^{\circ}53'25''$, a distance of 12.53 feet, to a point of tangency;

THENCE $N49^{\circ}35'55''E$, a distance of 24.90 feet;

THENCE $S40^{\circ}24'05''E$, a distance of 24.00 feet;

THENCE $S49^{\circ}35'55''W$, a distance of 24.72 feet, to a point of tangent curvature, of a curve concave Northwesterly, from which the center of said curve bears $N40^{\circ}24'05''W$, and having a radius of 42.50 feet;

THENCE Southwesterly, along the arc of said curve, through a central angle of $39^{\circ}53'25''$, a distance of 29.59 feet, to a point of tangency;

THENCE S89°29'20"W, a distance of 189.09 feet, to a point of tangent curvature, of a curve concave Northeasterly, from which the center of said curve bears N00°30'40"W, and having a radius of 47.00 feet;

THENCE Northwesterly, along the arc of said curve, through a central angle of 53°32'29", a distance of 43.92 feet, to a point of tangent reverse curvature of a curve concave Southwesterly, from which the center of said curve bears S53°01'49"W, and having a radius of 25.00 feet;

THENCE Northwesterly, along the arc of said curve, through a central angle of 53°32'29", a distance of 23.36 feet, to a point of non-tangency;

THENCE S89°35'57"W, a distance of 148.01 feet;

THENCE S00°30'04"W, a distance of 36.51 feet;

THENCE S89°29'20"W, a distance of 11.38 feet;

THENCE S78°10'54"W, a distance of 24.62 feet;

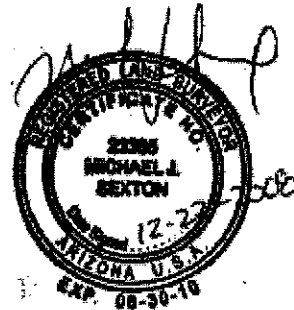
THENCE N00°00'00"E, a distance of 71.04 feet;

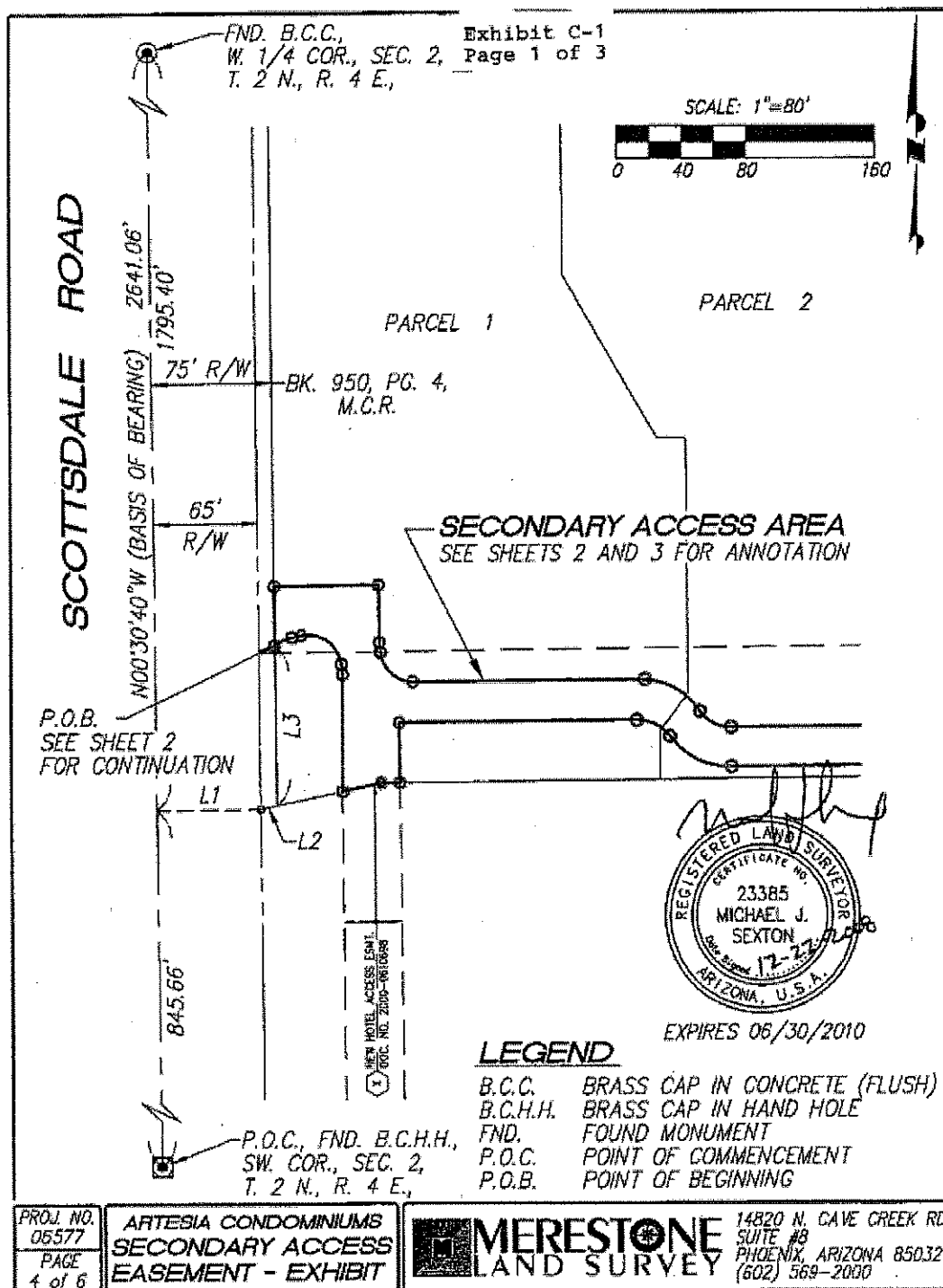
THENCE N07°00'27"W, a distance of 6.49 feet, to a point of tangent curvature, concave Southwesterly, from which the center of said curve bears S82°59'33"W, and having a radius of 20.50 feet;

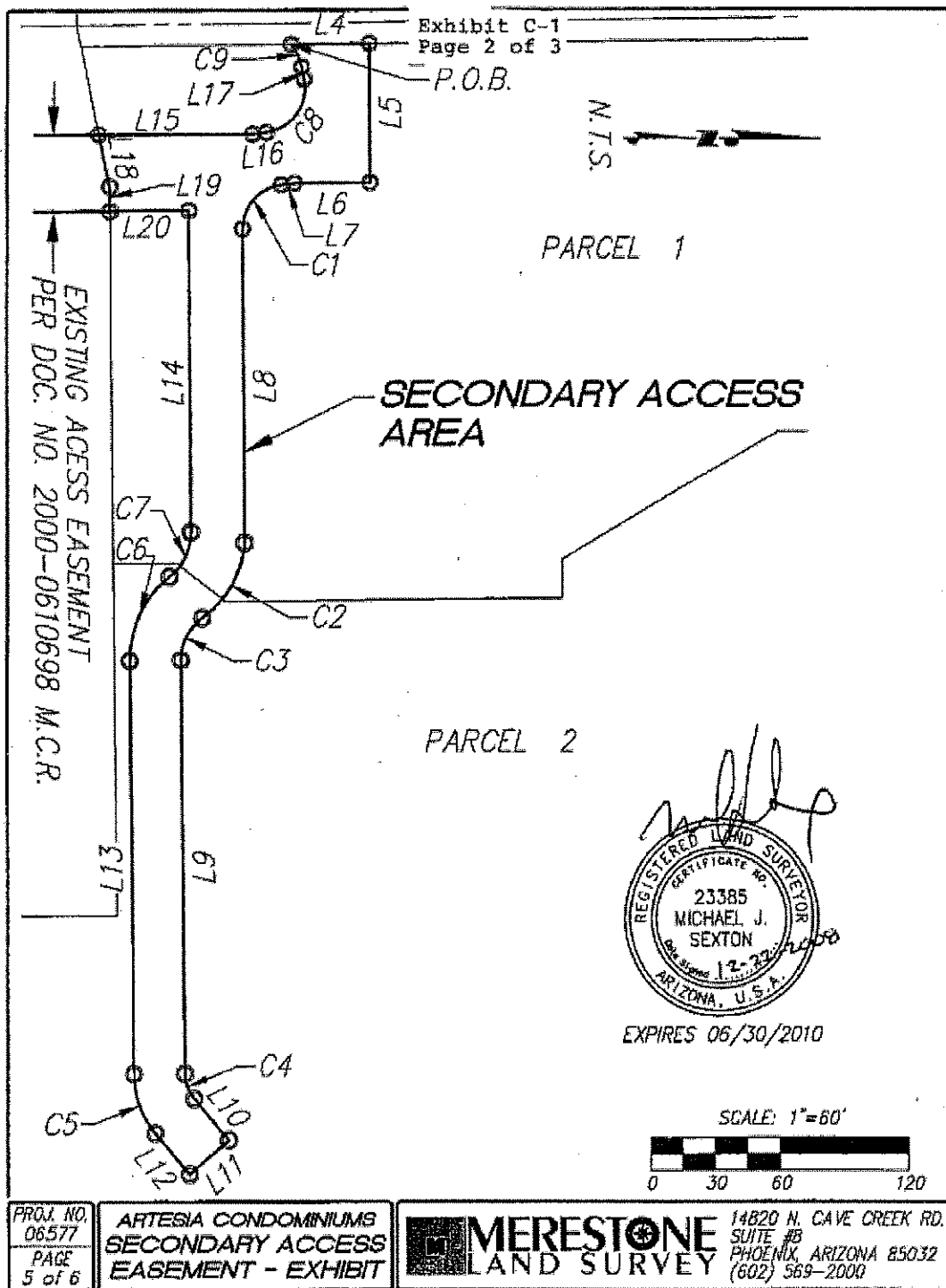
THENCE Northwesterly, along the arc of said curve, through a central angle of 94°48'13", a distance of 33.92 feet, to a point of tangency;

THENCE S78°11'20"W, a distance of 6.09 feet, to a point of tangent curvature, concave Southeasterly, from which the center of said curve bears S11°48'40"E, and having a radius of 25.00 feet;

THENCE Southwesterly, along the arc of said curve, through a central angle of 26°26'29", a distance of 11.54 feet, to the **POINT OF BEGINNING**.

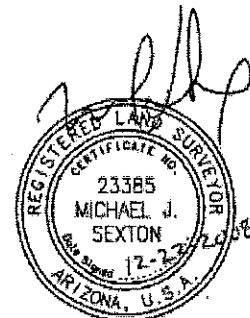






LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°29'20"E	65.00'
L2	N78°10'54"E	10.20'
L3	N00°30'40"W	97.49'
L4	N00°30'40"W	36.23'
L5	N89°29'20"E	64.44'
L6	S00°30'40"E	35.08'
L7	S07°00'27"E	6.28'
L8	N89°33'36"E	144.39'
L9	N89°29'20"E	189.29'
L10	N49°35'55"E	24.90'
L11	S40°24'05"E	24.00'
L12	S49°35'55"W	24.72'
L13	S89°29'20"W	189.09'
L14	S89°35'57"W	148.01'
L15	N00°00'00"E	71.04'
L16	N07°00'27"W	6.49'
L17	S78°11'20"W	6.09'
L18	S78°10'54"W	24.62'
L19	S89°29'20"W	11.38'
L20	S00°30'04"E	36.51'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	82°28'19"	20.50'	29.51'
C2	50°42'59"	45.79'	40.53'
C3	55°41'06"	23.00'	22.35'
C4	39°53'25"	18.00'	12.53'
C5	39°53'25"	42.50'	29.59'
C6	53°32'29"	47.00'	43.92'
C7	53°32'29"	25.00'	23.36'
C8	94°48'13"	20.50'	33.92'
C9	26°26'29"	25.00'	11.54'



EXPIRES 06/30/2010

PROJ. NO.
06577
PAGE
6 of 6

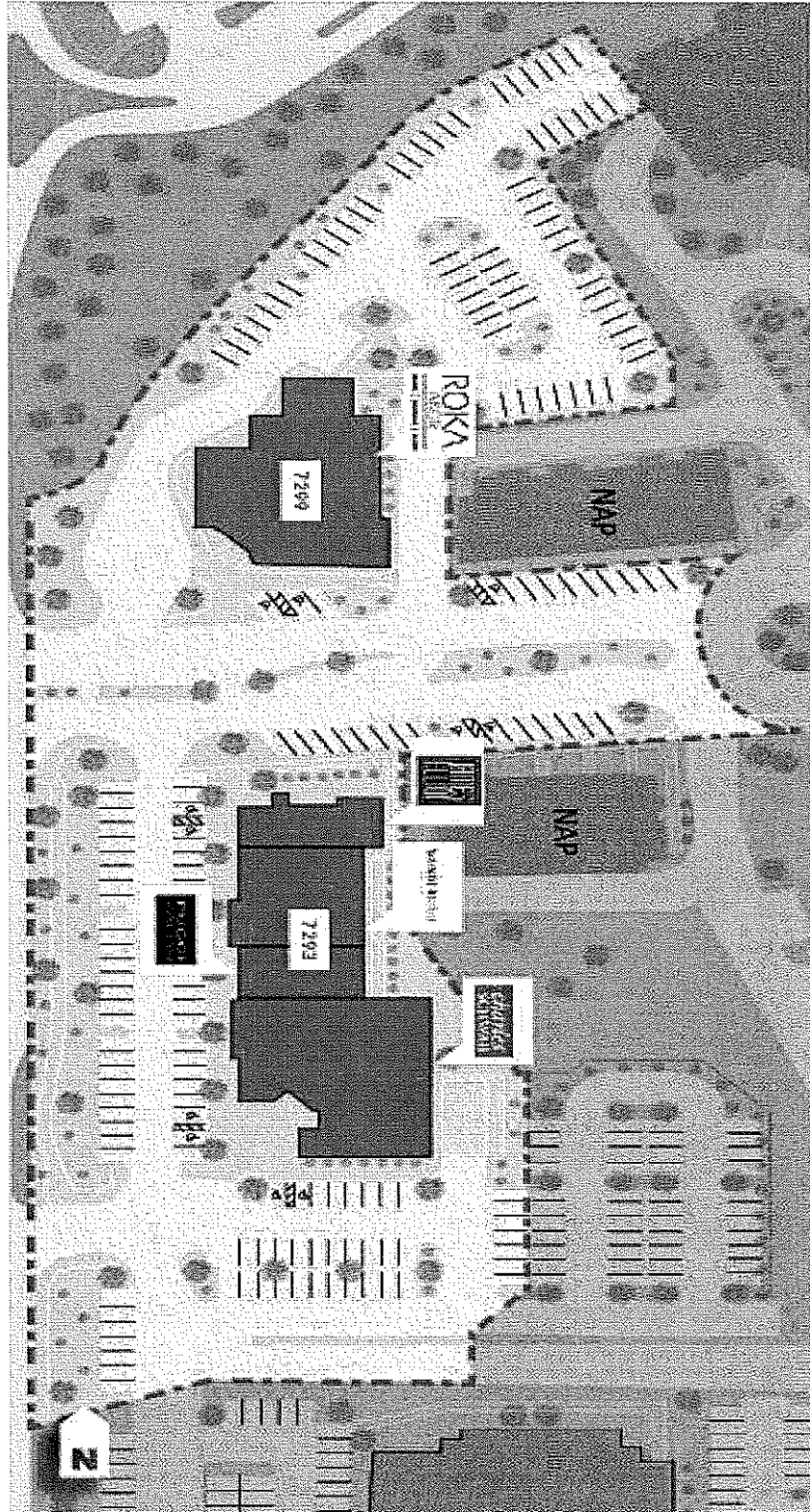
ARTESIA CONDOMINIUMS
SECONDARY ACCESS
EASEMENT - EXHIBIT

MERESTONE
LAND SURVEY

14820 N. CAVE CREEK RD.
SUITE #8
PHOENIX, ARIZONA 85032
(602) 569-2000

EXHIBIT E

ELIMINATED SPACES



Current

Proposed

