

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "*Assignment*") is made and entered into as of the _____ day of _____, 2019 (the "*Effective Date*"), by and between **BRE DDR MIDWAY MARKETPLACE LLC**, a Delaware limited liability company ("*Assignor*"), and **KRAUS-ANDERSON, INCORPORATED**, a Minnesota corporation ("*Assignee*").

RECITALS

This Assignment is made with reference to the following facts:

A. Concurrently with this Assignment, Assignor is selling to Assignee, and Assignee is purchasing from Assignor, that certain real property located in the City of Saint Paul, County of Ramsey, State of Minnesota, as more particularly described in Exhibit A attached hereto (the "*Property*").

B. In connection with the purchase and sale of the Property, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title, interest, duties and obligations in, to and under that certain Agreement dated March 1, 1996 (as assigned, the "*Agreement*"), between JRC Midway Limited Partnership, an Illinois limited partnership, predecessor-in-interest to Assignor, and the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation ("*Board*"), recorded on September 13, 1996 as Document No. 2951741 in Ramsey County, Minnesota.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The recitals set forth above are true and correct, form a material part of this Assignment, and are hereby incorporated into this Assignment by this reference.
2. Assignor hereby assigns, delegates, sets over and transfers to Assignee all of Assignor's right, title, interest, duties and obligations in, to and under the Agreement. Assignor makes no warranty or representation, express or implied or otherwise, with respect to the Agreement or Assignor's rights thereunder.
3. Assignee hereby assumes all duties, obligations, responsibilities and liabilities of Assignor under the Agreement accruing or arising on and after the Effective Date, and Assignor shall have no responsibility, obligation or liability therefor. All duties, obligations, and liabilities, if any, of Assignor accruing or arising before the Effective Date shall remain solely those of Assignor and Assignee shall have no responsibility, obligation or liability therefor.
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall in all respects be governed by, and

construed in accordance with, the laws of the State of Minnesota. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

BRE DDR MIDWAY MARKETPLACE LLC, a Delaware limited liability company

By: _____
Name: John M. Cattonar
Title: Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by John M. Cattonar, Senior Vice President of BRE DDR MIDWAY MARKETPLACE LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

Notary Public

[SIGNATURE PAGE OF ASSIGNEE FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1:

(Mervyn's Lease out of Retail D Parcel, Anchor E Parcel)

That part of Lots 9 and 10, Kittsondale, being Auditor's Subdivision No. 27, Ramsey County, Minnesota, described as follows:

Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 329.43 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 214.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 25.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 73.00 feet; thence North 28 degrees 32 minutes 10 seconds East a distance of 33.12 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 176.00 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 24.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 27.00 feet to the South line of the North 60.00 feet of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 38 minutes 59 seconds East along said South line a distance of 173.61 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 125.50 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 15.00 feet to the beginning of the land to be described; thence North 89 degrees 38 minutes 59 seconds East a distance of 206.50 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 54.00 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 40.00 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 40.50 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 39.67 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 110.00 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 206.83 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 204.50 feet to the point of beginning.

Parcel 2(a):

(Retail D Parcel, Anchor E. Parcel less Mervyn's Lease)

That part of Lots 9 and 10, Kittsondale, being Auditor's Subdivision No. 27, Ramsey County, Minnesota, described as follows:

Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet or the Northeast Quarter of the Southwest Quarter of Section 34, Township 29,

Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 329.43 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 214.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 25.00 feet to the beginning of the land to be described; thence North 0 degrees 21 minutes 01 seconds West a distance of 73.00 feet; thence North 28 degrees 32 minutes 10 seconds East a distance of 33.12 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 176.00 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 24.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 27.00 feet to the South line of the North 60.00 feet of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 38 minutes 59 seconds East along said South line a distance of 435.11 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 330.00 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 250.00 feet; thence North 61 degrees 21 minutes 26 seconds West a distance of 51.58 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 180.00 feet to the point of beginning.

EXCEPTING that portion described as follows:

That part of Lots 9 and 10, Kittsondale, being Auditor's Subdivision No. 27, Ramsey County, Minnesota, described follows:

Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 329.43 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 214.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 25.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 73.00 feet; thence North 28 degrees 32 minutes 10 seconds East a distance of 33.12 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 176.00 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 24.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 27.00 feet to the South line of the North 60.00 feet of said Northeast Quarter of the Southwest Quarter; thence North 89 degrees 38 minutes 59 seconds East along said South line a distance of 173.61 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 125.50 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 15.00 feet to the beginning of the land to be described; thence North 89 degrees 38 minutes 59 seconds East a distance of 206.50 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 54.00 feet; thence North 89 degrees 38

minutes 59 seconds East a distance of 40.00 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 40.50 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 39.67 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of

110.00 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 206.83 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 204.50 feet to the point of beginning.

Parcel 2(b):

Rights as set forth in Gas Line Access Agreement which are binding upon and inure to the benefit of Parcels 1 and 2(a) described above, said Agreement by and between JRC Midway Limited Partnership, an Illinois limited partnership, and Mervyn's Inc., a California corporation, dated July 10, 1997, filed July 24, 1997, and Document No. 3004175.

Parcel 3: (K-Mart Parcel)

That part of Lots 9, 10, 18 and 19, Kittsondale, being Auditor's Subdivision No. 27, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 329.43 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 214.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 25.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 73.00 feet; thence North 28 degrees 32 minutes 10 seconds East a distance of 33.12 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 176.00 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 24.00 feet; thence North 0 degrees 21 minutes 01 seconds West a distance of 27.00 feet to the South line of the North 60.00 feet of the said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 38 minutes 59 seconds West along said South line a distance of 687.70 feet to the point of beginning, EXCEPT that part of the above described property lying West of the East line of the West 42.60 feet of said Northeast Quarter of the Southwest Quarter.

Parcel 4: (Cub Foods)

That part of Lots 17, 18 and 19, Kittsondale, being Auditor's Subdivision No. 27, and that part of Eisenmengers Second Addition (now vacated) described as follows:

Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing; along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet to the beginning of the land to be described; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 190.69 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 181.29 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 35.50 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 181.00 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 39.77 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 307.63 feet to Line 1 described below; thence South 89 degrees 37 minutes 36 seconds West along said Line 1 a distance of 413.33 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence North 0 degrees 12 minutes 03 seconds West along said East line of the West 30.00 feet a distance of 616.09 feet to the point of beginning.

Line 1: A line run parallel with and distant 27 feet Northerly of the following described line: Beginning at a point on the North and South Quarter line of said Section 34, distant 1,342.79 feet North of the South Quarter corner thereof; thence run Westerly at an angle of 89 degrees 53 minutes 38 seconds with said North and South Quarter line (measured from South to West) for 1,313.94 feet and there terminating.

EXCEPT that part of the above-described property lying West of the East line of the West 42.60 feet of said Northeast Quarter of the Southwest Quarter.

Parcel 5(a):

(F & M - PETsMART)

That part of Lots 2, 6, and A, Bohn's Rearrangement, St. Paul, Minnesota, of Lots 17 and 18, Kittsondale, being Auditor's Subdivision No. 27, and of Eisenmengers Second Addition (now vacated) lying Westerly of the following described Line 2, lying Northerly of the following described Line 1; and lying Easterly of the following described Line 3:

Line 1: A line run parallel with and distant 27 feet Northerly of the following described line:

Beginning at a point on the North and South Quarter line of said Section 34, distant 1,342.79 feet North of the South Quarter corner thereof; thence run Westerly at an angle of 89 degrees 53 minutes 38 seconds with said North and South Quarter line (measured from South to West) for 1,313.94 feet and there terminating.

Line 2: Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34,

Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 190.69 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 76.29 feet to the beginning of Line 2; thence North 89 degrees 38 minutes 59 seconds East a distance of 61.00 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 137.15 feet; thence South 30 degrees 21 minutes 01 seconds East a distance of 34.41 feet; thence North 59 degrees 38 minutes 59 seconds East a distance of 35.00 feet; thence South 30 degrees 21 minutes 01 seconds East a distance of 164.73 feet; thence South 0 degrees 14 minutes 02 seconds East a distance of 301.42 feet to its intersection with Line 1 described above and said Line 2 there terminating.

Line 3: Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29, Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 190.69 feet to the beginning of said Line 3; thence South 0 degrees 21 minutes 01 seconds East a distance of 181.29 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 35.50 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 181.00 feet; thence South 89 degrees 38 minutes 59 seconds West a distance of 39.77 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 307.63 feet to its intersection with Line 1 described above and said Line 3 there terminating.

Parcel 5(b):

(Easement Agreement regarding Encroachment)

Easement for the benefit of Parcel 5(a) described above as set forth in Easement Agreement by and between University Avenue Marketplace, Inc., a Delaware corporation, and Developers Diversified Realty Corporation, an Ohio corporation, dated July 11, 1997, filed July 24, 1997, as Document No. 3004179, granting easement for existing encroachment of improvements onto property owned by University Avenue Marketplace, Inc., over land described as follows:

That part of Lot 2, Bohn's Rearrangement, St. Paul, Minnesota, described as follows:

Commencing at the intersection of the East line of the West 31.00 feet and the South line of the North 60.00 feet of the Northeast Quarter of the Southwest Quarter of Section 34, Township 29,

Range 23; thence South 0 degrees 12 minutes 03 seconds East, assumed bearing, along the East line of said West 31.00 feet a distance of 19.00 feet; thence South 44 degrees 43 minutes 30 seconds West a distance of 1.42 feet to the East line of the West 30.00 feet of said Northeast Quarter of the Southwest Quarter; thence South 0 degrees 12 minutes 03 seconds East along the East line of said West 30.00 feet a distance of 553.25 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 125.11 feet; thence North 72 degrees 08 minutes 33 seconds East a distance of 179.51 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 190.69 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 76.29 feet; thence North 89 degrees 38 minutes 59 seconds East a distance of 61.00 feet; thence South 0 degrees 21 minutes 01 seconds East a distance of 137.15 feet; thence South 30 degrees 21 minutes 01 seconds East a distance of 34.41 feet; thence North 59 degrees 38 minutes 59 seconds East a distance of 35.00 feet; thence South 30 degrees 21 minutes 01 seconds East a distance of 164.73 feet to the beginning of the land to be described; thence South 0 degrees 14 minutes 02 seconds East a distance of 71.74 feet; thence North 59 degrees 38 minutes 59 seconds East a distance of 24.93 feet; thence North 30 degrees 21 minutes 01 seconds West a distance of 30.05 feet; thence North 59 degrees 38 minutes 59 seconds East a distance of 11.07 feet; thence North 30 degrees 21 minutes 01 seconds West a distance of 32.00 feet to the point of beginning.

Parcel 6:

Non-exclusive easements contained in that certain Reciprocal Easement Agreement dated December 14, 1994, filed December 30, 1994, as Document No. 2847816, in the office of the County Recorder, and filed as Document No. 1079276, in the office of the Registrar of Titles, as amended by Amendment #1 to Reciprocal Easement Agreement filed as Document No. 2915295, office of the County Recorder, and as Document No. 1115990, office of the Registrar of Titles, as amended by Amendment #2 to Reciprocal Easement Agreement dated April 29, 1996, filed August 26, 1996, as Document No. 2947691, office of the County Recorder, and as Document No. 1130758, office of Registrar of Titles and as further amended by Amendment #3 to Reciprocal Easement Agreement dated July 30, 1996, filed August 26, 1996, as Document No. 2947692, office of County Recorder, and as Document No. 1130759, office of Registrar of Titles, Ramsey County, Minnesota.