

## SUPPLEMENTAL ROAD DEVELOPMENT AGREEMENT

This Supplemental Road Development Agreement (the “**Supplemental Agreement**”) is made effective on the date last executed below (the “**Agreement Effective Date**”) by and between the CITY OF PATASKALA, OHIO, a municipal corporation and political subdivision of the State of Ohio (the “**City**”); and RRIFI BUCKEYE I PROPERTY, LLC, a South Carolina limited liability company (“**RRIFI**”).

### RECITALS:

A. The City, RRIFI, and RRWCP Columbus Property, LLC, a Delaware limited liability company, are parties to a Road Development Agreement, dated effective June 9, 2021 (“**Road Development Agreement**”); and,

B. City and RRIFI want to enter into this Supplemental Agreement to supplement the Road Development Agreement with respect to certain obligation of RRIFI, its successor and/or assign, as the “Developer” of Project Site B under the Road Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

Section 1. Recitals; Defined Terms. The above Recitals are incorporated by reference. All capitalized terms used in this Supplemental Agreement shall have the same meaning as set forth in the Road Development Agreement unless otherwise defined in the above preamble, Recitals or elsewhere in the body of this Supplemental Agreement or the context requires otherwise.

Section 2. Agreement to Construct South Bound Turn Lane on Mink Road. RRIFI shall, subject to obtaining the City’s and any other necessary/required governmental prior approval(s) and Abutters Consents (as defined below) as required to construct such turn lane, construct a South bound turn lane into Project Site B from Mink Road as more fully depicted on **Exhibit A** to this Agreement (“**Mink South Bound Turn Lane**”). Subject to obtaining required City’s and any other required governmental permits and approvals as provided for above and RRIFI being able to obtain the Abutters Consents as required to construct the Mink South Bound Turn Lane, RRIFI shall substantially complete the Mink South Bound Turn Lane no later than six (6) months after issuance of the first certificate of occupancy, or equivalent, permitting occupancy of any building improvement constructed on Project Site B. As used in this paragraph, the term “Abutters Consents” mean temporary construction and access licenses or easements from adjacent property to disturb the areas labeled as “Limits of Disturbance” on **Exhibit A** as reasonably required to grade, and construct slopes and curbs, as necessary for the Mink South Bound Turn Lane improvements. RRIFI will act in good faith and in a commercially reasonable manner obtain all required governmental permits and approvals and Abutters Consents on terms and conditions reasonably acceptable to RRIFI; provided, RRIFI shall not be required to pay abutters more than a nominal amount in order to obtain any Abutters Consents-. If requested, the City will cooperate

with, and assist the Developer, in facilitating the acquisition of the temporary construction easements on the abutter's property for the turn lane construction as may be required

Section 3. Assignment. Except as provided below, this Supplemental Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the non-assigning party, which approval shall not be unreasonably withheld or delayed. The City hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to (i) any entity related to, affiliated with or under common control with RRIFI (including but not limited to subsidiaries and/or affiliates); and/or (ii.) any entity acquiring fee simple title to the land comprising Project Site B, or a portion thereof, under the Road Development Agreement. Upon RRIFI transferring all its interest in the Project Site B under the Road Development Agreement to a permitted successor under this provision, the transferor shall have no further responsibilities under this Agreement from and after the date of such transfer and the transferee shall for all purposes be "RRIFI" under this Agreement as to Project Site B conveyed.

Section 4. Severability; Construction; Headings. If any provision of this Supplemental Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Supplemental Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Supplemental Agreement is capable of two constructions, one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Supplemental Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

Section 5. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Supplemental Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered when actually delivered:

If to the City, to:

City Administrator  
City of Pataskala, Ohio  
621 W. Broad Street  
Pataskala, OH 43062

With a copy to:

Brian M. Zets, Esq.  
Isaac Wiles  
Two Miranova Place, Suite 700  
Columbus, Ohio 43215

If to RRIFI, to:

William C. Smith, Jr.,  
Chief Executive Officer  
Red Rock Developments, LLC  
1201 Main Street, Suite 2360  
Columbia, SC 29201

and

John T. Barker, Jr., SIOR  
President and Chief Development Officer  
650 South Tryon Street, Suite 420  
Charlotte, NC 28202

or to any such other address as may be specified by any party, from time to time, by prior written notification.

Section 6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties; provided, this Supplemental; Agreement does not amend or modify the Road Development Agreement but only supplements the obligation of RRIFI.

Section 8. Governing Law and Choice of Forum. This Supplemental Agreement shall be construed according to the laws of the State of Ohio and Ohio law shall govern the administration of this Supplemental Agreement and the rights, remedies, liabilities, duties, obligations, and/or conduct of the City and RRIFI. In any claim, dispute, and/or cause of action related to this Supplemental Agreement, Ohio substantive law will apply to all aspects of that dispute, without regard to Ohio's or South Carolina's choice of law principles/laws.

The Parties agree that all claims, disputes, and/or causes of action that may be asserted under this Agreement shall be heard only in a court of competent jurisdiction in Licking County, Ohio.

Section 9. Counterparts. This Supplemental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Supplemental Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signature

*[Signatures Appear on the Following Pages]*

IN WITNESS WHEREOF, the City and the RRIFI have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

CITY OF PATASKALA

By: \_\_\_\_\_  
Its: City Administrator

Approved as to Form:

\_\_\_\_\_  
Law Director  
City of Pataskala

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, SS:

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by Timothy O. Hickin, the City Administrator of the City of Pataskala, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission Expires:

RRIFI BUCKEYE PROPERTY I, LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA,

COUNTY OF RICHLAND, SS:

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of RRIFI Buckeye I Property, LLC, a South Carolina limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Plans For Design of Mink South Bound Turn Lane  
(attached hereto)**