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THIRD AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Third Amendment") is made as of this 13 day of June, 2007, by and among ORIX SANSONE QUINCY VENTURE, an Illinois general partnership ("Developer"), LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") and KOHL'S ILLINOIS, INC., a Nevada corporation ("Kohl's").

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RECITALS

WHEREAS, Prairie Crossings, Inc., an Illinois corporation ("Prairie Crossings") and Lowe's entered into those certain Easements, Covenants, Conditions and Restrictions dated January 31, 2003, filed February 6, 2003, as Instrument Number 200302093, in Book 620, Page 2093, in the Real Property Records of Adams County, Illinois, as amended by that certain First Amendment to Easements, Covenants, Conditions and Restrictions, undated, filed January 7, 2004, as Instrument Number 200400265, in Book 704, Page 265, in the Real Property Records of Adams County, Illinois, and as further amended by that certain Second Amendment to Easements, Covenants, Conditions and Restrictions dated July 7, 2006, filed July 17, 2006 as Instrument Number 200203336 in Book 706, Page 7130 in the Real Property Records of Adams County, Illinois (as modified or amended, the "ECCR"), encumbering certain real property located in the City of Quincy, County of Adams, State of Illinois which is more particularly described in the ECCR (the "Shopping Center");

WHEREAS, Lowe's is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Lowe's Parcel which is legally described in <u>Exhibit A</u> attached hereto and made a part hereof (the "<u>Lowe's Parcel</u>");

WHEREAS, Developer, as successor in interest to Prairie Crossings, is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Developer Parcel which is legally described in Exhibit B attached hereto and made a part hereof (the "Developer Parcel");

WHEREAS, Kohl's is the fee owner of that portion of the Shopping Center referred to in the ECCR as the Kohl's Parcel which is more particularly described on Exhibit B-1 attached hereto and made a part hereof (the "Kohl's Parcel");

WHEREAS, Developer, Lowe's and Kohl's desire to amend certain provisions of the ECCR as provided herein below.

AGREEMENTS

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Defined Terms</u>. Each capitalized term used not otherwise defined herein shall have the meaning given to such term in the ECCR.
 - 2. <u>Amendments</u>. The ECCR is hereby amended as follows:
 - A. <u>Site Plan. Exhibit C</u> of the ECCR is hereby deleted and replaced in its entirety with <u>Exhibit C</u> attached hereto and made a part hereof. All references to the "Site Plan" in the ECCR or this Third Amendment shall mean and refer to the amended Site Plan attached hereto as <u>Exhibit C</u>.
- 3. <u>Recordation</u>. This Third Amendment shall be recorded in the real estate records of Adams County, Illinois.
- 4. <u>Counterparts.</u> This Third Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same agreement.
- 5. <u>Governing Provision</u>. In the event of a conflict between the provisions of this Amendment and the ECCR, the provisions of this Third Amendment shall govern, control and prevail.
- 6. <u>Survival of Remaining Terms</u>. Except as expressly modified in this Third Amendment, the terms and provisions of the ECCR are hereby ratified and affirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

ORIX SANSONE QUINCY VENTURE, an Illinois general partnership

By:	ORIX Quincy, LLC,
_	an Illinois limited liability company
Its:	General Partner
_	ODWINDLA ECDATE
By:	ORIX REAL ESTATE CAPITAL,
-	INC., a Delaware corporation
Its:	Sole Member
	4
By:	
Its:	
By:	SANSONE QUINCY, LLC,
	an Illinois limited liability company
Its:	General Partner
By:	SANSONE BROS. HOLDING CO.,
	L.L.C.,
	a Missouri limited liability company
Its:	Sole Member
	[///M/1//
By:	MINIMAN
Its:	Member

LOWE'S HOME CENTERS, INC.

ву:		
Name:	 	 ,
Title:		
Attest:		
Name:		
Title:		

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

ORIX SANSONE QUINCY VENTURE, an Illinois general partnership

By: Its:	ORIX Quincy, LLC, an Illinois limited liability company General Partner
By:	ORIX REAL ESTATE CAPITAL,
	INC., a Delaware corporation
Its:	Sole Member
D	1
By: Its:	
113.	
By:	SANSONE QUINCY, LLC,
<i></i>):	an Illinois limited liability company
Its:	General Partner
113.	Concrar i artifor
By:	SANSONE BROS. HOLDING CO.
3	L.L.C.,
	a Missouri limited liability company
Its:	Sole Member
Bv:	

By:
Name:
Title:
Senior Vice President

Attest:
Name:
James W. Potter

Title:
Vice President

LOWE'S HOME CENTERS, INC.

Its:

KOHL'S ILLIONIS, INC., a Nevada

corporation

Name: Richard D. Schepp

Title: Attorney-in-Fact

PREPARED BY AND AFTER RECORDING RETURN TO: John Thurmond, Esq. ORIX Real Estate Capital 100 North Riverside Plaza 14th Floor Chicago, Illinois 60606

STATE OF: ILLINOIS)

SS.

COUNTY OF: COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Kurt Pairitz, to me known to be the Executive Vice President of ORIX Real Estate Capital, Inc., the corporation that executed the foregoing instrument as the sole member of ORIX Quincy, LLC, a general partner of ORIX Sansone Quincy Venture, and acknowledged that he signed said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein mentioned.

	Witness my hand and official seal this 13th day of an all must
2007.	
	/ Darbara a Stanlo
	Notary Public

My Commission Expires:

8/13/2011

OFFICIAL SEAL
BARBARA A. STANKO
Notary Public - State of Illinois
My Commission Expires Aug 13, 2011

STATE OF HELINOIS MISSOURI) SS.
COUNTY OF ADAMS SI-LOUIS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Itwo the Sansone Bros. Holding Co., L.L.C., the corporation that executed the foregoing instrument as the sole member of Sansone Quincy, LLC, a general partner of ORIX Sansone Quincy Venture, and acknowledged that he signed the said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such entity, for the uses and purposes therein mentioned.

Witness my hand and official seal this 25 day of 30 14

2007

Notary Public

My Commission Expires:

07/09/2008

MELISSA A. SVOBODA
Notary Public - Notary Seal
State of Missouri
City of St. Louis
My Commission Exp. 07/09/2008

STATE OF Morth Caroling)	aa
COUNTY OF Wilkes)	SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared Cocy E was to me known to be the Se Vice Preside of Lowe's Home Centers, Inc., the corporation that executed the foregoing instrument, and acknowledged that he signed the said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein mentioned.

Witness my hand and official seal this Athan of June, 2007

SHERRY LUCKEY Notary Public, North Carolina Wilkes County My Commission Expires January 25, 2010

Notary Public

My Commission Expires:

STATE OF Wisconsin) COUNTY OF Whilesho) SS.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared <u>lichard D. Licapo</u> , to me known to be the <u>Adamanated</u> of Kohl's Illinois Inc., the corporation that executed the foregoing instrument, and acknowledged that he signed the said instrument in such capacity, as his free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein mentioned. Witness my hand and official seal this <u>day</u> of <u>day</u> of <u>day</u> , 2007.
Omarda Marantino Notary Public
My Commission Expires: 2-1-09 WARTHER ROTARY & WISCONSTITUTION OF WI

EXHIBIT A

LEGAL DESCRIPTION OF LOWE'S PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION THREE (3) AND PART OF THE NORTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP TWO (2) SOUTH, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THREE (3) (A CUT "+" IN THE PAVEMENT); THENCE SOUTH 01 DEGREES 15 MINUTES 32 SECONDS WEST, 446.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 277.82 FEET; THENCE NORTH 85 DEGREES 26 MINUTES 28 SECONDS EAST, 53.06 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 48.51 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 57 SECONDS EAST, 188.84 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 377.92 FEET, AND A LENGTH OF 73.07 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 93.66 FEET; THENCE (LEAVING SAID RIGHT OF WAY) ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 157.92 FEET, AND A LENGTH OF 5.56 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 157.68 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 32 SECONDS WEST, 61.19 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 12.63 FEET; THENCE SOUTH 04 DEGREES 09 MINUTES 49 SECONDS EAST, 23.36 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 45.76 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 21 SECONDS EAST, 0.93 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 49.13 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 134,90 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 389.83 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 2.83 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 526.62 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 339.39 FEET (TO THE WEST LINE OF SAID SECTION 3); THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 368.96 FEET; THENCE NORTH 06 DEGREES 05 MINUTES 08 SECONDS EAST, 681.56 FEET: THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 387.84 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 32 SECONDS WEST, 281.50 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 24.76 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 52 SECONDS EAST, 29.63 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 27 WEST, 45.78 FEET; THENCE SOUTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, 129.64 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 13 SECONDS WEST, 9.68 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE NORTH 66 DEGREES 04 MINUTES 10 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 120.86 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 05 SECONDS EAST, 67.68 FEET; THENCE (LEAVING SAID RIGHT OF WAY) SOUTH 19 DEGREES 50 MINUTES 32 SECONDS EAST, 322.06 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 56.47 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 7.50 FEET TO THE EAST LINE OF SAID SECTION FOUR (4) AND THE POINT OF BEGINNING, CONTAINING 661,437.0 SQUARE FEET AND 15.2 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION THREE (3) AND PART OF THE NORTHEAST QUARTER OF SECTION FOUR (4), TOWNSHIP TWO (2) SOUTH, RANGE EIGHT (8) WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE WEST QUARTER CORNER OF SAID SECTION THREE (3); THENCE NORTH 01 DEGREE 15 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION THREE (3), A DISTANCE OF 1,623.79 FEET TO A 5/8" PIN, BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 807.11 FEET TO THE EAST RIGHT OF WAY LINE OF F.A.P. ROUTE 407 (ROUTE 172); THENCE NORTH 08 DEGREES 22 MINUTES 51 SECONDS WEST ALONG SAID EAST LINE 62.27 FEET; THENCE NORTH 14 DEGREES 00 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE 566.79 FEET; THENCE NORTH 26 DEGREES 44 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE 685.94 FEET TO THE SOUTH RIGHT OF WAY LINE OF F.A. ROUTE 745 (IL 104); THENCE NORTH 66 DEGREES 04 MINUTES 34 SECONDS EAST ALONG SAID SOUTH LINE 165.53 FEET: THENCE NORTH 89 DEGREES 22 MINUTES 29 SECONDS EAST ALONG SAID SOUTH LINE 247.77 FEET TO THE EAST LINE OF SECTION FOUR (4); THENCE NORTH 89 DEGREES 22 MINUTES 29 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF F.A. ROUTE 745 (IL 104) A DISTANCE OF 252.46 FEET; THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE 401.53 FEET: THENCE NORTH 82 DEGREES 09 MINUTES 32 SECONDS EAST ALONG SAID SOUTH LINE 576.00 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE 93.25 FEET TO THE WEST RIGHT OF WAY LINE OF TR-134 (63RD STREET); THENCE SOUTH 88 DEGREES 50 MINUTES 24 SECONDS EAST, 33.00 FEET TO A R.R. SPIKE ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION THREE (3); THENCE SOUTH 01 DEGREES 49 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE 1,384.28 FEET TO A R.R. SPIKE: THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 1,333.95 FEET TO THE POINT OF BEGINNING, CONTAINING 59.94 ACRES;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THREE (3) (A CUT "+" IN THE PAVEMENT); THENCE SOUTH 01 DEGREES 15 MINUTES 32 SECONDS WEST, 446.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 277.82 FEET; THENCE NORTH 85 DEGREES 26 MINUTES 28 SECONDS EAST, 53.06 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 48.51 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 57 SECONDS EAST, 188.84 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 377.92 FEET, AND A LENGTH OF 73.07 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE

104); THENCE SOUTH 83 DEGREES 54 MINUTES 23 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 93.66 FEET; THENCE (LEAVING SAID RIGHT OF WAY) ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 157.92 FEET, AND A LENGTH OF 5.56 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 157.68 FEET; THENCE SOUTH 12 DEGREES 23 MINUTES 32 SECONDS WEST, 61.19 FEET; THENCE SOUTH 01 DEGREES 04 MINUTES 57 SECONDS WEST, 12.63 FEET; THENCE SOUTH 04 DEGREES 09 MINUTES 49 SECONDS EAST, 23.36 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.92 FEET, AND A LENGTH OF 45.76 FEET; THENCE SOUTH 83 DEGREES 44 MINUTES 21 SECONDS EAST, 0.93 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 49.13 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 134.90 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 389.83 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 2.83 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 52 SECONDS WEST, 526.62 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 339.39 FEET (TO THE WEST LINE OF SAID SECTION 3); THENCE NORTH 88 DEGREES 34 MINUTES 11 SECONDS WEST, 368.96 FEET; THENCE NORTH 06 DEGREES 05 MINUTES 08 SECONDS EAST, 681.56 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 387.84 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 32 SECONDS WEST, 281.50 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 08 SECONDS WEST, 24.76 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 52 SECONDS EAST, 29.63 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 27 WEST, 45.78 FEET; THENCE SOUTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, 129.64 FEET; THENCE NORTH 24 DEGREES 02 MINUTES 13 SECONDS WEST, 9.68 FEET (TO THE SOUTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 104); THENCE NORTH 66 DEGREES 04 MINUTES 10 SECONDS EAST, (ALONG SAID SOUTH RIGHT OF WAY) 120.86 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 05 SECONDS EAST, 67.68 FEET; THENCE (LEAVING SAID RIGHT OF WAY) SOUTH 19 DEGREES 50 MINUTES 32 SECONDS EAST, 322.06 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 306.58 FEET AND A LENGTH OF 56.47 FEET; THENCE SOUTH 88 DEGREES 59 MINUTES 08 SECONDS EAST, 7.50 FEET TO THE EAST LINE OF SAID SECTION FOUR (4) AND THE POINT OF BEGINNING, CONTAINING 661,437.0 SQUARE FEET AND 15.2 ACRES.

EXHIBIT B-1

LEGAL DESCRIPTION OF 8.15 ACRE KOHL'S PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION 3 IN TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE 4TH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3; THENCE S 01° 15' 32" W, 446.05 FEET, THENCE S 88° 59' 08" E, 467.34 FEET TO THE POINT OF BEGINNING; THENCE N 01° 00' 52" E, 15.03 FEET; THENCE S 88° 58' 40" E, 404.17 FEET; THENCE S 01° 00' 54" W, 452.16 FEET; THENCE N 88° 59' 07" W, 49.87 FEET; S 01° 00' 53" W, 377.38 FEET; THENCE N 88° 59' 17" W, 404.44 FEET; THENCE N 01° 00' 12" E, 767.52 FEET; THENCE S 88° 59' 08" E, 50.30 FEET; THENCE N 01° 00' 52" E, 47.06 FEET TO THE POINT OF BEGINNING CONTAINING 8.15 ACRES.

Pin 20-0-0119-000-00 20-0-0141-003-00

Prairie Crossing, Quincy, IL

Return to

First American Title Insurance Company Chicago National Commercial Division 30 North LaSalle Street, Suite 310 Chicago, Illinois 60602

Attn: D.E. CRIN

EXHIBIT C

SITE PLAN

[see attached]

