


This instrument prepared by:

Amanda A. Schwob
Foley & Lardner
321 N. Clark Street, Suite 2800
Chicago, Illinois 60610


Larry D. Ehmen, County Recorder

After recording deliver to:

Amanda A. Schwob
Foley & Lardner
321 N. Clark Street, Suite 2800
Chicago, Illinois 60610

Envelope

**FIRST AMENDMENT TO
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

Common Address of Real Property:

Southwest Corner of Intersection of Broadway and South 63rd Street, Quincy, Illinois

Permanent Identification Numbers:

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

**FIRST AMENDMENT
TO
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made as of this ____ day of _____, 2003, 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 DEPARTMENT STORES, INC.**, a Delaware corporation ("Kohl's").

RECITALS

WHEREAS, Prairie Crossings, Inc, an Illinois corporation ("Prairie Crossings") and Lowe's entered into that certain Easements, Covenants, Conditions and Restrictions dated January 31, 2003, and recorded February 6, 2003 as document number 200302093 Book 620 Page 2093 ("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 Exhibit A attached hereto and made a part hereof (the "Lowe's Parcel");

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, pursuant to that certain Purchase and Sale Agreement dated December 29, 2003, by and between Developer, as seller and Kohl's, as purchaser, Kohl's has purchased approximately 8.22 acres of the Developer 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 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. **Defined Terms**. Each capitalized term not otherwise defined herein shall have the meaning given to such term in the ECCR.
2. **Amendments**. The ECCR is hereby amended as follows:

A. Parties to the Amendment. Developer and Lowe's acknowledge and agree that Kohl's is an additional party to this Amendment as set forth in the Recitals above, and therefore Kohl's is subject to, and shall have the benefit of, all provisions as set forth in the ECCR and this Amendment. All references to the "Parties" in the ECCR and this Amendment shall mean and refer to Lowe's, Developer and Kohl's.

B. Site Plan. Exhibit C of the ECCR is hereby deleted and replaced in its entirety with Exhibit C attached hereto and made a part hereof. All references to the "Site Plan" in the ECCR or this Amendment shall mean and refer to the amended Site Plan attached hereto as Exhibit C. "Retail" parcels described on the Site Plan are Outparcels.

C. Consenting Party. Section 1.2 of the ECCR is hereby deleted and replaced in its entirety with the following:

"'Consenting Party' shall mean and refer to the Owner of the Lowe's Parcel, the Owner of the Kohl's Parcel and the Owner of the Developer Parcel. There shall be only three (3) Consenting Parties for the Shopping Center consisting of only one (1) Consenting Party representing the Developer Parcel, one (1) Consenting Party representing the Lowe's Parcel and one (1) Consenting Party representing the Kohl's Parcel. In the event that the Lowe's Parcel, the Developer Parcel or the Kohl's Parcel are further subdivided or conveyed so there are two (2) or more Owners for either the Lowe's Parcel, the Developer Parcel or the Kohl's Parcel, the current Consenting Party shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Party. All references in the ECCR to 'both' Consenting Parties shall mean and refer to 'all' of the Consenting Parties."

D. Shopping Center. Section 1.6 of the ECCR is hereby deleted and replaced in its entirety with the following:

"'Shopping Center' shall mean and refer to the Lowe's Parcel, the Developer Parcel and the Kohl's Parcel as shown on the Site Plan, located in the City of Quincy, County of Adams, State of Illinois."

E. Permissible Building Areas. Section 2.1(h) of the ECCR is hereby deleted and replaced in its entirety with the following:

"The term 'Permissible Building Area' or 'PBA' means an area on any Parcel, other than the Lowe's Parcel, designated as such on the Site Plan within which only a Building or structure of a certain size and height may be constructed as hereinafter more fully provided. No Building or structure (other than Common Area Improvements, bank kiosks and, on Retail A, a Best Buy or Circuit City or other store selling goods with a product mix similar to a Best Buy or Circuit City) shall be erected or maintained outside of a Permissible Building Area, if the same is shown on the Site Plan, without the written consent of the Consenting Parties. However, no such restriction shall apply to the Lowe's Parcel. In addition, Retail

A cannot be expanded north beyond its current boundary as reflected on the Site Plan.”

F. Easements for Access Roads. Notwithstanding the provisions of Section 2.3(c) of the ECCR, the Parties acknowledge and agree that the Ring Road depicted on the Site Plan and the Main Entrance shall not be changed and/or reconfigured without the consent of all Consenting Parties.

G. Easements for Utility Facilities. Notwithstanding the provisions of Section 2.4 of the ECCR, the Parties acknowledge and agree that, following initial construction of the Building on the Kohl's Parcel, no utilities construction affecting the Developer Parcel, the Lowe's Parcel or the Kohl's Parcel, except for emergencies, shall occur during the period from November fifteenth (15) through and including the following January fifteenth (15).

H. Construction Easements. Notwithstanding the provisions of Section 2.5 of the ECCR, the Parties acknowledge and agree that the Ring Road and Main Entrance may be used as reasonably necessary for construction traffic in connection with the development of a Parcel; provided, however, that the constructing Owner shall be solely responsible for any and all costs relating to the same, whether for maintenance, replacement or otherwise, incurred as a result of the use thereof in connection with the development of such Owner's Parcel.

I. Use Restrictions. Section 3.3 of the ECCR is hereby amended as follows:

(1) Convenience Store. Section 3.3(a)(v) is hereby deleted and replaced in its entirety with the following:

“A service station, automotive repair shop or truck stop; provided, however, this shall not preclude a single convenience store with fuel pumps such as a “QuickTrip” or “Breaktime” from being located on Outparcels 1, 2 or 3, the Pod Building or the Mini Storage Building.”

(2) Car Wash. Section 3.3(a)(viii) is hereby deleted and replaced in its entirety with the following:

“A car wash, other than a car wash which is ancillary to a convenience store with gas pumps located on Outparcels 1, 2 or 3, the Pod Building or the Mini Storage Building.”

(3) Hotel or Motel. Section 3.3(a)(xiii) is hereby deleted and replaced in its entirety with the following:

“A hotel or motel, except that the foregoing restriction shall not prohibit a single hotel or motel from being located on Retail A or the Mini Storage Building.”

(4) Restaurants. A new Section 3.3(a)(xvi) is hereby inserted as follows:

“Any restaurant located within two hundred and fifty (250) feet of an entrance to the Building located on the Kohl’s Parcel.”

J. Development Timing. Section 4.1 of the ECCR provides the Consenting Parties sixty (60) days to object to proposed plans and specifications for any proposed Building or structure within the Shopping Center. The Parties acknowledge and agree that the time allowed to object to any such proposed plans and specifications is hereby reduced from sixty (60) days to thirty (30) days. If no response is received within said thirty (30) day period, the submission shall be deemed approved provided it is properly addressed to the Consenting Parties and, in the request for consent, it is stated in conspicuous type face: “YOU WILL BE DEEMED TO HAVE APPROVED THE ENCLOSED PLANS AND SPECIFICATIONS IF NO WRITTEN OBJECTION THERETO IS MADE WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF SAME.”

K. Architectural Renderings. Section 4.2 is deleted in its entirety and replaced with the following:

“Developer Improvement Plans. Prior to the construction of any Building(s) or other improvements on the Developer Parcel, Developer must submit architectural renderings describing the exterior elevations of the building and materials to be used for such construction to the Owner of the Lowe’s Parcel for its approval, whose approval shall not be unreasonably withheld. For all Outparcels east of the Main Entrance, proposed architectural renderings and materials must be submitted to the Owner of the Lowe’s Parcel and the Owner of the Kohl’s Parcel for their approval, whose approval shall not be unreasonably withheld. The Owner of the Lowe’s Parcel and the Owner of the Kohl’s Parcel shall have thirty (30) days from receipt of the written request to object to such proposed architectural renderings and materials. If the Owner of the Lowe’s Parcel or the Owner of the Kohl’s Parcel does not object within the thirty (30) day period, then the proposed architectural renderings and materials shall be deemed approved, provided it is properly addressed to the Owner of the Lowe’s Parcel and the Owner of the Kohl’s Parcel and, in the request for consent, it is stated in conspicuous type face: ‘YOU WILL BE DEEMED TO HAVE APPROVED THE ENCLOSED PLANS AND SPECIFICATIONS IF NO WRITTEN OBJECTION THERETO IS MADE WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF SAME.’”

L. Parking Requirements. The last sentence of Section 4.3 of the ECCR is hereby deleted and replaced in its entirety with the following:

“Provided however, ten (10) spaces per each one thousand (1,000) square feet of building floor area constructed thereon shall be required for sit down

restaurants, and fifteen (15) spaces per each one thousand (1,000) square feet of building floor area constructed thereon shall be required for fast food restaurants and restaurants with drive through service.”

M. Pylon and Monument Signage. Section 4.4 of the ECCR is hereby amended as follows:

(1) Main Entrance Sign. Notwithstanding the provisions of Section 4.4(a), the Parties hereby acknowledge and agree that the Main Entrance Sign shall be illuminated twenty-four (24) hours per day or, if prohibited by law, the greatest amount per day permitted by law. Kohl’s shall have the right to place in the second panel position from the top on the Main Entrance Sign, at Kohl’s expense, its prototype sign panel and colors, as the same may exist from time to time, as more particularly set forth in Exhibit D attached hereto and made a part hereof. All of the costs of operation, maintenance, repair, replacement and illumination of the Main Entrance Sign shall be paid by each Party entitled to have a sign panel thereon (based upon the relative sign area of the panels of such Party).

(2) Pylon Signs. Notwithstanding the provisions of Section 4.4(b), the Parties hereby acknowledge and agree that the Pylon Signs shall be illuminated twenty-four (24) hours per day or, if prohibited by law, the greatest amount per day permitted by law. Kohl’s shall have the right to place in the second panel position from the top on each of the Pylon Signs, at Kohl’s expense, its prototype sign panel and colors, as the same may exist from time to time, as more particularly set forth in Exhibit D attached hereto and made a part hereof. All of the costs of operation, maintenance, repair, replacement and illumination of the Pylon Signs shall be paid by each Party entitled to have a sign panel thereon (based upon the relative sign area of the panels of such Party).

(3) Sign Restrictions. In the second to last sentence of Section 4.4(d) of the ECCR, the phrase “the Consenting Parcels” is hereby deleted and replaced in its entirety with the phrase “the Consenting Parties”.

Lowe’s Approval. The Parties hereby acknowledge and agree that any change to the Main Entrance Sign or the Pylon Signs from the approved design and dimensions therefore set forth on Exhibit D attached hereto must be approved by Lowe’s in writing.

N. Outparcel Development. Section 4.5 of the ECCR is hereby amended as follows:

(1) Opening Paragraph. The opening paragraph of Section 4.5 is hereby deleted and replaced in its entirety with the following:

“Any Outparcel sold or developed within the Shopping Center shall only be developed under the following guidelines unless otherwise approved by Lowe’s and Developer as to Retail A, Outparcels 1-2 and the Mini Storage Building, the Consenting Parties as to the Pod Building and Outparcels 3, 4, 5, and 6, and Kohl’s and Developer as to Retail B, Retail C, Retail D, Retail E and Retail F.”

(2) Best Buy Exemption. In Section 4.5(a), the phrase “Best Buy store” is hereby deleted and replaced in its entirety with the following:

“Best Buy or Circuit City or other store selling goods with a product mix similar to a Best Buy or Circuit City located on Retail A”

(3) Height Restriction. Section 4.5(b) is hereby deleted and replaced in its entirety with the following:

“Any Building constructed on the Pod Building or Outparcels 5 or 6 shall not exceed twenty-five (25) feet in height plus rooftop equipment and architectural features which do not exceed twenty-five percent (25%) of the length of the side of the Building on which such architectural feature is located and an aggregate of thirty (30) feet in height when measured from the finished floor elevation of such Building. Any Buildings constructed on Retail B, Retail C, Retail D, Retail E or Retail F shall not exceed an aggregate of thirty (30) feet in height (inclusive of rooftop equipment and architectural features) as measured from the finished floor elevation of such Building. Any Building constructed on any other Outparcel shall not exceed twenty-two (22) feet in height (excluding architectural features and rooftop equipment which shall not exceed an additional two (2) feet) when measured from the finished floor elevation of such Building. Provided however, such restriction shall not apply to Retail A or the Mini Storage Building in the event a hotel or motel is constructed thereon, but no such hotel or motel shall exceed two (2) stories in height.”

(4) Rooftop Equipment. Section 4.5(c) is hereby deleted and replaced in its entirety with the following:

“Any rooftop equipment installed on any Outparcel shall be screened in a manner consistent with industry standards and approved by the Consenting Parties, whose approval shall not be unreasonably withheld.”

(5) Freestanding Identification Signage. Notwithstanding the provisions of Section 4.5(e), the Parties acknowledge and agree that freestanding monument identification signs may be erected on an Outparcel without the prior written consent of the Consenting Parties provided that no such freestanding

identification sign shall unreasonably obstruct the visibility of any signage on any Building located on the Lowe's Parcel or the Kohl's Parcel, or the visibility of the Main Entrance Sign, the Pylon Signs or any other multi-occupant monument or pylon sign permitted within the Shopping Center.

(6) Waiver; Additional Restrictions. In Section 4.5(h), the phrase "provided that neither the Owner of the Lowe's Parcel nor the Owner of the Developer Parcel shall waive, amend, modify, release, or terminate this ECCR without the prior written consent of the other" is hereby deleted and replaced in its entirety with the phrase "provided that neither the Owner of the Lowe's Parcel nor the Owner of the Developer Parcel nor the Owner of the Kohl's Parcel shall waive, amend, modify, release, or terminate this ECCR without the prior written consent of the others." The Parties acknowledge and agree that any fee Owner of an Outparcel shall obtain the prior written consent of the Consenting Parties prior to imposing additional restrictions on that Outparcel, whose consent shall not be unreasonably withheld. Such restrictions shall be subject to any exceptions thereto imposed on said fee Owner at the time of conveyance of said Outparcel by the Consenting Parties to said fee Owner.

(7) Intentional Omission. The Parties acknowledge and agree that item (i) of Section 4.5 has been intentionally omitted.

O. Maintenance. In Section 5.1(d) of the ECCR, the definition of "Pro-Rata Share" is hereby deleted and replaced in its entirety with the following:

"Each Parcel Owner's assessment shall be an amount equal to the multiplication of each and every Common Area cost plus a management fee not to exceed five percent (5%) of such costs by either (i) for the Lowe's Parcel Owner, 25.36%, (ii) for the Kohl's Parcel Owner, 13.60%, or (iii) for all other Parcel Owners, 61.04% multiplied by a fraction, the numerator of which shall be the square footage of the PBA for the particular Parcel and the denominator of which shall be the sum of the square footage of the PBAs for all Parcels in the Shopping Center other than the Lowe's Parcel and the Kohl's Parcel (hereinafter the 'Pro-rata Share')."

P. Breach. The first sentence of Section 6.8 of the ECCR is hereby deleted and replaced in its entirety with the following:

"In the event of breach or threatened breach of this ECCR, only Owners of more than thirty thousand (30,000) square feet of enclosed building area of the Developer Parcel or the Owner of the Lowe's Parcel or the Owner of the Kohl's Parcel, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach."

Q. Term and Perpetuity. In Section 7.2 of the ECCR, the phrase "the Owners owning more than seventy-five percent (75%) of the total square footage of all the

Parcels” is hereby deleted and replaced in its entirety with the phrase “the Consenting Parties”.

R. No Covenant to Continuously Operate. At the end of Section 7.7 of the ECCR, a new paragraph is hereby inserted as follows:

“Kohl’s is not obligated to continuously operate a business on the Kohl’s Parcel and, specifically, is not obligated to continuously operate or operate for a specific period of time a Kohl’s department store on the Kohl’s Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require Kohl’s to operate a business on the Kohl’s Parcel or to prevent Kohl’s from closing its business on the Kohl’s Parcel.”

S. No Public Dedication. At the end of Section 7.9 of the ECCR, a new paragraph is hereby inserted as follows:

“Notwithstanding the foregoing, the parties acknowledge that certain improvements are required to be constructed or caused to be constructed by Developer, acting as agent of the City of Quincy (the “City”), pursuant to that certain Development and Sales Tax Rebate Agreement between Developer and the City dated December __, 2003 (“Development Agreement”). Those improvements are described on Exhibit E attached hereto (“Public Improvements”). Upon completion of construction of the Public Improvements, Developer may be required to execute and deliver to the City a recordable conveyance instrument which shall convey and transfer the Public Improvements to the City. From and after the date of such conveyance, the Public Improvements which are so conveyed to the City, shall be released from this Agreement and shall be maintained and repaired by the City in accordance with the Development and Sales Tax Rebate Agreement.” Pursuant to the Development Agreement, the City has agreed to observe that no utilities construction, except for emergencies, shall occur during the period from November fifteenth (15) through and including the following January fifteenth (15) of any given year.

T. ECCR. The Parties acknowledge and agree that any and all references to the ECCR shall mean the ECCR as amended by this Amendment.

3. Recordation. This Amendment shall be recorded in the real estate records of Adams County, Illinois.

4. Counterparts. This 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. Governing Provision. In the event of a conflict between the provisions of this Amendment and the ECCR, the provisions of this Amendment shall govern, control and prevail.

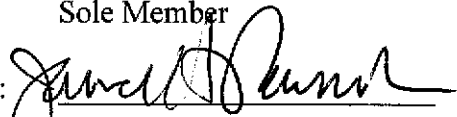
6. **Survival of Remaining Terms.** Except as expressly modified in this Amendment, the terms and provisions of the ECCR are hereby ratified and affirmed and shall continue in full force and effect.

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

By: ORIX REAL ESTATE EQUITIES,
INC., a Delaware corporation
Its: Sole Member

By: 
Its: James H. Purinton
President & CEO

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

By: _____
Its: _____

LOWE'S HOME CENTER, INC.

By: _____
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**

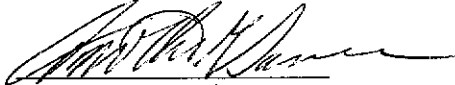
By: ORIX Quincy, LLC,
an Illinois limited liability company
Its: General Partner

By: ORIX REAL ESTATE EQUITIES,
INC., a Delaware corporation
Its: Sole Member

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

By: 
Its: Member

~~**LOWE'S HOME CENTER, INC.**~~

~~By: _____
Name: _____
Title: _____~~

~~Attest: _____
Name: _____
Title: _____~~

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

LOWE'S HOME CENTERS, INC. KDE

By: David E. Shelton

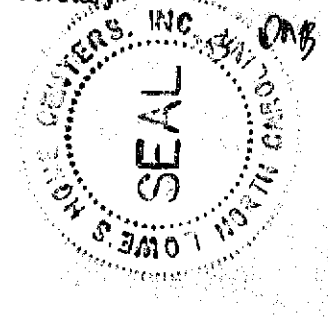
Name: David E. Shelton

Title: Senior Vice President

Attest: Kevin D. Bennett

Name: Kevin D. Bennett

Title: Assistant Secretary



KOHL'S DEPARTMENT STORES, INC.

By: *Arlene Meier*

Name: Arlene Meier

Title: Chief Operating Officer

Attest: *[Signature]*

Name: Richard D. Schepp

Title: Secretary



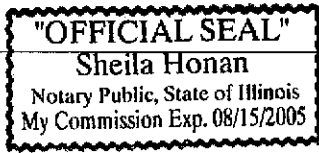
STATE OF Ill)
COUNTY OF Cook) SS.

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 James H. Purvito, to me known to be the Pres & CEO of ORIX Real Estate Equities, 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 29th day of December, 2003.

Sheila Honan
Notary Public

My Commission Expires:



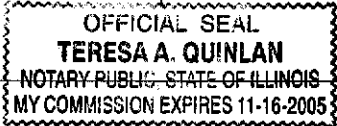
STATE OF ILLINOIS)
) SS.
COUNTY OF ~~ADAMS~~ COOK)

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 TIMOTHY G. JAWORSKI, to me known to be the MEMBER of 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 30th day of DECEMBER, 2003.

TERESA A. QUINLAN
Notary Public

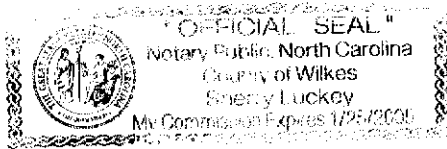
My Commission Expires:



STATE OF North Carolina)
) SS.
COUNTY OF Wilkes)

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 David E. Shelton, to me known to be the SE Vice President 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 29th day of December, 2003.



Sherry Luckey
Notary Public

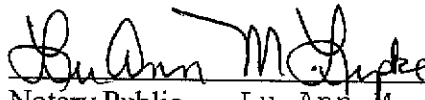
My Commission Expires:

1/25/05

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

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 Arlene Meier and Richard D. Schepp, to me known to be the Chief Operating Officer and Secretary, respectively, of Kohl's Department Stores, Inc., the corporation that executed the foregoing instrument, and acknowledged that they signed the said instrument in such capacities, as their 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 29th day of December, 2003.



Notary Public Lu Ann M. Lipke

My Commission Expires:

November 20, 2005

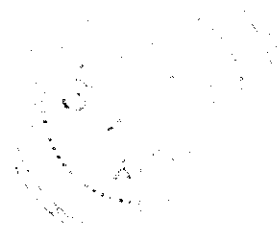


EXHIBIT A**LEGAL DESCRIPTION OF LOWE'S PARCEL**

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.

EXHIBIT C

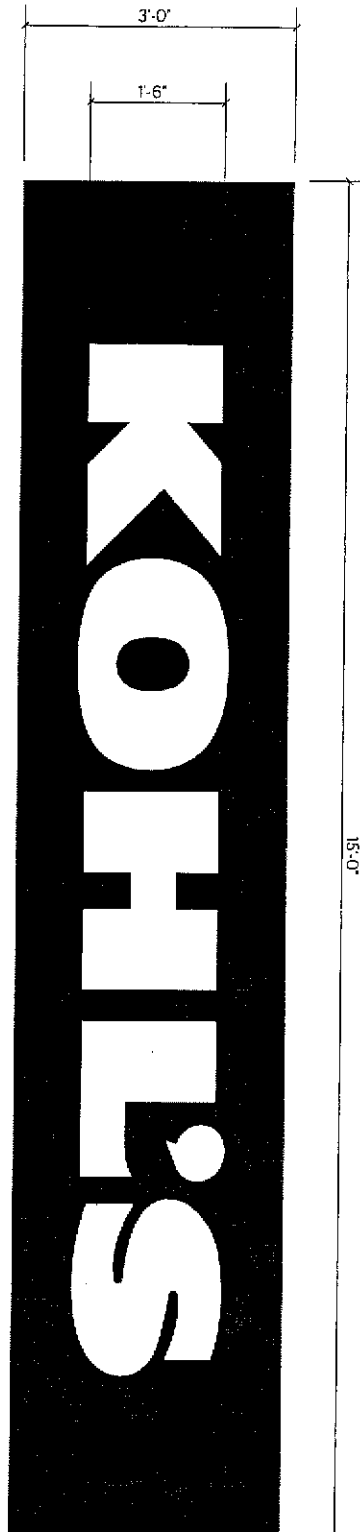
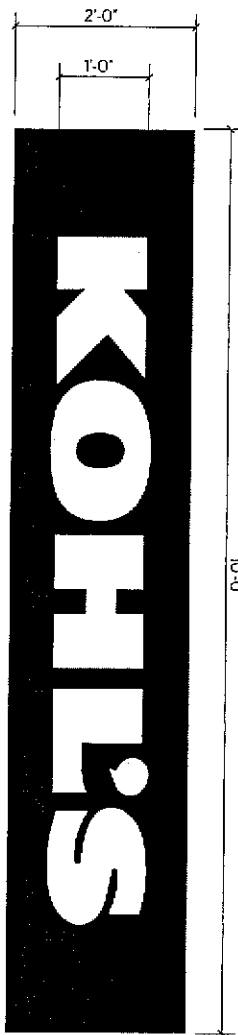
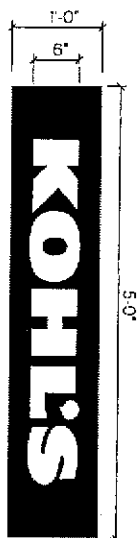
SITE PLAN

[see attached]

EXHIBIT D

SIGNAGE

[see attached]



BLACK OUTLINE	LETTER SIZE
1/8"	LESS THAN 12"
1/4"	12" TO LESS THAN 18"
3/8"	18" TO LESS THAN 24"
1/2"	24" TO LESS THAN 30"
5/8"	30" TO LESS THAN 36"
3/4"	36"

STANDARD KOHL'S LAYOUTS - W/ BLACK OUTLINE

- * BACKGROUND : APPLIED FIRST SURFACE TRANSLUCENT BURGUNDY VINYL #3630-49.
- * KOHL'S LETTERS TO REMAIN TRANSLUCENT WHITE WITH OPAQUE BLACK OUTLINE.
- * ARTWORK IS APPROVED KOHL'S LETTERS WITH BLACK OUTLINE.

PROJECT	KOHL'S - FACE STANDARDS W/ B/LK OUTLINE	CUSTOMER APPROVAL		DATE	
CLIENT	KOHL'S	SALE REPRESENTATIVE		DATE	
LOCATION		APPROVAL		DATE	
<p>THIS PROJECT DRAWING IS FOR YOUR REVIEW AND APPROVAL. RESPONSIBILITY FOR PROBLEMS OR DISCREPANCIES THAT MAY OCCUR COULD HAVE REASONABLY BEEN PREVENTED BY THE PROPER REVIEW OF THIS FORM. THANK YOU</p>					
DRAWN BY	LMBShafter	DATE	JUNE 7, 2002	JOB #	
SCALE	3/4" = 1'-0"	DRAWING#	K-FACES	R - I DATE	JUNE 17, 2002

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EXHIBIT E
IMPROVEMENTS

- Extend City utilities and other related off-site infrastructure improvements to areas east of I-172.
- Extend City water and sewer under I-172 to Prairie Crossings. Extend the City owned sanitary sewer through Prairie Crossing along 63rd Street to serve un-sewered areas to the north and east of Prairie Crossings. Eligible expenditures would include ROW acquisition, design, engineering, construction and construction observation costs for these public-use facilities.
- Off-site infrastructure improvements including new traffic signals at the off-ramps of I-172 at IL-104, and the partial reconstruction of 63rd Street to a 3-lane urban roadway at various locations between Broadway and State Streets. This improvement would create a 3-lane, 1,000-ft. long urban-type 63rd Street adjacent to Prairie Crossings and a 500-ft. urban section approaching the intersection with State Street. A 1,400-ft. "gap" section of a new 2-lane rural section would remain.
- Joint-use public facilities within the Prairie Crossing Shopping Center would include the main entrance road traffic signal at Broadway Street, interior common roads, street lighting, storm sewers and culverts, City owned water and sewer mains, and related earthwork. Joint-use public facilities would not include private parking areas, parking lot lighting, landscaping, retaining walls, detention or related development costs.