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COVER SHEET PAGE FOR RECORDING
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE
COVENANTS
(ILLINOIS)

PREPARED BY:
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Property Address:
**6006 Broadway,
Quincy, IL 62305**

MAIL TO:
Stewart Title Commercial Services
NTS – Chicago Division
10 S. Riverside Plz., Suite 1450
Chicago, IL 60606
NTS# **15000220191**

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FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (this "**Amendment**") is effective as of the 30th day of SEPTEMBER, 2015 (the "Effective Date"), by and between **ORIX SANSONE QUINCY VENTURE**, an Illinois general partnership ("**ORIX**") and **BWW OF QUINCY, LLC**, an Illinois limited liability company ("**Outparcel Owner**").

RECITALS:

ORIX is the owner and operator of certain lots at Prairie Crossing Shopping Center in Quincy, Illinois (the "**Shopping Center**") as more particularly described in the Declaration as the Orix Parcels (as more particularly described on Exhibit A attached hereto) and ORIX and Outparcel Owner created that certain Declaration of Restrictive Covenants dated October 11, 2007 and recorded on October 16, 2007 as Book 707, Page 10659 in the County Clerk/Recorder of Adams County, Illinois (the "**Declaration**"), which Declaration affects that certain Outparcel, as more particularly described in Exhibit B attached hereto. The Declaration and any amendments thereto, shall collectively be referred to herein as the "**Declaration**".

ORIX and Outparcel Owner hereby execute this Amendment in order to evidence: (i) a modification to Article III - Term; (ii) a change to Exhibit D; and (iii) make certain other amendments to the Declaration, all as more particularly set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ORIX and Outparcel Owner agree as follows:

SECTION 1.01. Recitals. The foregoing recitals are true and correct and are incorporated herein for all purposes.

SECTION 1.02. Definitions. Capitalized terms set forth in this Amendment not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

SECTION 1.03. Term. ORIX and Outparcel Owner agree that the last sentence in Article III – Term (3.01 Term) shall be deleted in its entirety and shall be replaced with the following:

Notwithstanding anything set forth herein to the contrary, (i) upon the expiration or earlier termination of an ORIX Tenant Lease, the Prohibited Use associated with said expired or terminated ORIX Tenant Lease shall no longer burden, restrict or otherwise be a prohibited use of the Outparcel hereunder, and (ii) the Term of this Declaration shall automatically expire and terminate upon the earlier to occur of the following:

- (a) the date that of the expiration or earlier termination of all ORIX Tenant Leases; or
- (b) the expiration of five (5) years from and after the Effective Date of this Amendment.

Upon expiration of the Term or earlier termination of this Declaration, the Declaration, without notice or further action by the parties hereto, shall automatically terminate and the Outparcel shall be forever released and discharged from the covenants and restrictions set forth in said Declaration.

SECTION 1.04. Amendment to Exhibit D to the Declaration. ORIX and Outparcel Owner agree that Item Number 2. entitled "MC Sports" shall be deleted in its entirety from Exhibit D to the Declaration.

SECTION 1.05. Further Amendments. The Declaration shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment.

SECTION 1.06. Conflict. To the extent the terms and conditions of this Amendment conflict with any other terms and conditions of the Declaration, the terms and conditions in this Amendment shall control.

[Signature Pages Follow]


IN WITNESS WHEREOF, this Amendment has been executed as of (but not necessarily on) the date and year first above written.

ORIX:

ORIX SANSONE QUINCY VENTURE,
an Illinois general partnership

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

By: **ORIX Real Estate Capital, Inc.,**
a Delaware corporation,
its Sole Member

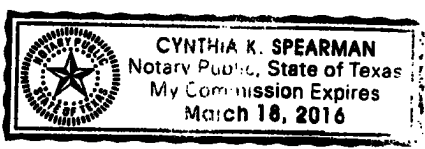
By: 
Name: Scott Cronister
Title: C.O.O.

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me Cynthia K Spearman (Notary printed name) on this day personally appeared Scott A. Cronister, Chief Operating Officer of **ORIX Real Estate Capital, Inc.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

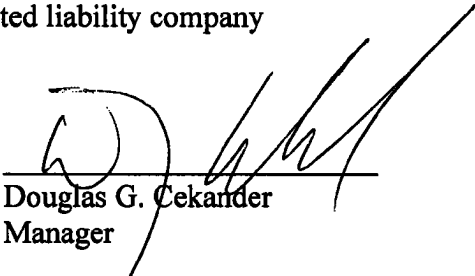
Given under my hand and seal of office this 29th day of September, 2015.

Cynthia K Spearman
Notary Public, State of Texas



OUTPARCEL OWNER:

BWW OF QUINCY, LLC,
an Illinois limited liability company

By: 
Name: Douglas G. Cekander
Title: Manager

THE STATE OF ILLINOIS §
 §
COUNTY OF PEORIA §

Before me Cheryl A Nordstrom (Notary printed name) on this day personally appeared Douglas G. Cekander, Manager of **BWW Of Quincy, LLC**, an Illinois limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

Given under my hand and seal of office this 31st day of August, 2015.

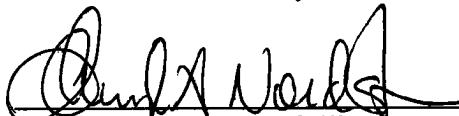

Notary Public, State of Illinois



EXHIBIT A
LEGAL DESCRIPTION – ORIX PARCELS

LOTS 1, 2, 3, 4, 5, 6, 8 (EXCEPT THE WEST 20 FEET THEREOF), 9, 10 AND 11 IN PRAIRIE CROSSINGS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4 IN TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, ILLINOIS.

EXHIBIT B
LEGAL DESCRIPTION - OUTPARCEL

LOT 7 AND THE WEST 20 FEET OF LOT 8 IN PRAIRIE CROSSINGS SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4 IN TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, ILLINOIS.