THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Taft Stettinius & Hollister LLP
Attention: Kenneth Klassman
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Chicago, Illinois 60601

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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
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AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 12th day of September 2019, by GMX Midland Homewood II, LLC, an Ohio limited liability company ("Declarant").

W I T N E S E T H:

A. Declarant is the owner of the real property located at the northwest corner of South Halsted Street and 175th Street in the Village of Homewood, Illinois, commonly known as the "GMX-Midland Subdivision" (the "Development") which was subdivided into two lots (the "Lots") by that certain Final Plat of GMX-Midland Subdivision recorded with the Cook County Recorder of Deeds on September 25, 2018, as Document Number 1826816006 and which are legally described on Exhibit "A" attached hereto ("Property").

B. The Property is subject to that certain Declaration of Restrictions and Grant of Easements dated November 14, 2018 and recorded with the Cook County Recorder of Deeds on November 19, 2018 as Document No. 1832313050 (the "Original Declaration"), which Original Declaration established for the mutual benefit of the Lots, all present and future owners thereof and those other parties defined hereafter, certain easements, rights and privileges and certain burdens, restrictions and obligations with respect thereto.

C. Declarant desires to amend, restate and supersede in its entirety such Original Declaration with this Amended and Restated Declaration.

NOW, THEREFORE in consideration of the mutual covenants herein contained and other

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good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Declarant, as owner of the Property, hereby declares that the following easements, restrictions, covenants, and conditions shall supersede all of the terms and conditions of the Original Declaration in their entirety, and hereby declares and agrees as follows:

1. Definitions. Unless otherwise defined herein, any defined term shall have the meaning ascribed to it on Schedule 1 attached hereto.

2. Grant of Easements. Declarant does hereby declare and grant the following easements:

(a) Cross Access Easement. Subject to the restrictions set forth herein, Declarant hereby grants and conveys to the Parties, a perpetual, reciprocal, non-exclusive right, privilege and easement appurtenant to and for the mutual benefit and burden, as applicable, of their respective Lots for vehicular and pedestrian use, in common with the other Parties, on, over, across and through all driveways, access ways, sidewalks and walkways, exits and entrances, other common areas and all other paved areas on the Lots, including the Protected Drives, and excluding any Buildings and Improvements and Drive-Thrus (as defined herein) as may exist from time to time, depicted on Exhibit "B-1" and labeled as the "Cross Access Easement Area" for the purposes of: (i) ingress and egress to, from and across the Lots; and (ii) access to and from public and private right-of-ways to and from the Lots.

(b) Cross Parking Easement. Subject to the restrictions set forth herein, Declarant hereby grants and conveys to each of the Parties, a perpetual, reciprocal, non-exclusive cross-parking easement appurtenant to and for the mutual benefit and burden, as applicable, of the Lots, on, over, across, through and upon the parking areas, including the Joint Parking Area, depicted on Exhibit "B-2" and labeled as the "Cross Parking Easement Area" for the purposes of parking vehicles of agents, employees, customers and invitees. Subject to subsection (a) above, such area may, from time to time, be developed, altered or modified in each Owner's sole discretion. Notwithstanding the foregoing, the Parties shall use commercially reasonable efforts to cause the employees of the businesses operating on the Lots to park in the Joint Parking Area.

(c) Cross Easement Area. The Cross Access Easement Area and Cross Parking Easement Area combine to create the contiguous cross easement area which includes all paved areas on the Lots and the Joint Parking Area and Protected Drives, and excluding any Buildings and Improvements and other exceptions made herein. The contiguous cross easement area is depicted on Exhibit "C" and labeled as the "Cross Easement Area."

(d) Utility Easement. Declarant hereby grants and conveys to the Parties, a perpetual non-exclusive right, privilege and easement appurtenant to and for the mutual benefit and burden of their respective Lots to construct in accordance with the CFA Lease and the Panera Lease, reconstruct, install, operate, insure repair, renew, replace, tie into, connect with, transmit through, use and maintain utility lines, including but not limited to all future telephone, video, internet, electric lines, gas lines, service conduits, transmission

and metering devices and other similar utility facilities, water supply lines, sanitary sewer, storm sewer, Detention Facilities and water lines (collectively, the "Utilities") in those areas depicted on Exhibit "D" (Utility Easements"). All such systems, structures, mains, sewers, conduits, lines and other utilities (the "Facilities") shall be located below the ground level or surface of the Lots (except for such parts thereof that cannot and are not intended to be placed below the surface, including but not limited to switching gear, overhead lines, lift stations, transformers and control panels). The Owners may improve the surface of the Utility Easement area with asphalt, surface parking spaces, landscaping and sidewalks, provided no trees, permanent buildings or other structures will be placed in or allowed to encroach upon the Utility Easement. Any work performed on existing or future utility infrastructure located in the Utility Easement area at any time must: (i) provide substantially equivalent benefits to the Lots as existing Facilities; (ii) not result in a violation of applicable Laws; (iii) be preceded by thirty (30) days advance notice to the other Owner unless such work is necessitated by an emergency and then on notice as is reasonable under the circumstances; and (iv) receive all required approvals from applicable governmental authorities. If any such work is required for the benefit of only one of the Lots, it shall be made at that Owner's sole expense. If any such work is required for the benefit of more than one Lot, it shall be made at the expense of all of the Owners in accordance with each of their Proportionate Share. Any such work shall be done in a manner so as to minimize the interruption of any use of the Facilities for their intended purposes. Utilities, or portions of Utilities, that do not exclusively serve one Owner shall be referred to as a "Shared Utility". Each Shared Utility shall be repaired, replaced and maintained in accordance with Section 5 hereof.

(e) Drainage Easement. Except as otherwise provided for herein, Declarant hereby grants and conveys to the Parties, a perpetual non-exclusive right, privilege and easement appurtenant to and for the mutual benefit and burden, as applicable, of the Lots, over, across and upon the Cross Easement Area as is necessary to allow sheet flow drainage from one or more of the Lots to drain over, upon, onto and across one or more of the other Lots in order to reach the nearest catch basins, sewers, storm drains or Detention Facilities located at the Property. No Owner shall take any action to cause the drainage from its Lot to materially increase in velocity or quantity from the draining levels existing as of the date hereof or anticipated pursuant to the construction at the Development pursuant to the CFA Lease and the Panera Lease.

(f) Signage Easement. Declarant reserves to the Operator an easement for access to and from the Shared Signage to construct, operate, inspect, maintain, repair, replace, display and remove the shared monument signage in, on and under those certain areas depicted on Exhibit "B" attached hereto and labeled "175th Street Sign" and "Halsted Street Sign" (collectively, the "Shared Signage") in accordance with Section 13 below. The cost to initially construct the Shared Signage shall be the responsibility of Declarant, provided, each Owner shall be responsible for the cost of fabricating, installing and maintaining their sign panel. All other costs with respect to the Shared Signage shall be governed by Section 5 of this Amended and Restated Declaration. Declarant further grants and conveys to the Parties, a perpetual non-exclusive right, privilege and easement

appurtenant to and for the mutual benefit and burden of their respective Lots, for the purpose of fabricating, installing and maintaining its sign panel on the Shared Signage.

3. Use of the Easements. The easements hereinabove granted shall be used and enjoyed and for the benefit of each of the Parties and in such a manner and in such a way as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business at any time being conducted on the Lots, including, without limitation, access to and from said business, and the receipt or delivery of goods and services in connection therewith. With respect to the Shared Utilities, none of the Parties may cause the Shared Utilities to be disconnected or shutdown except in the case of an emergency, to exceed their capacity or to be used in a manner inconsistent with their purpose without the prior written consent of all affected Owners.

4. Use of the Lots.

(a) Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, including Environmental Laws (as defined herein) (the "Laws"), provided the uses on Exhibit "F" shall not be permitted.

(b) So long as the Panera Lease is in full force or effect, no portion of Lot 1 will be leased, used or occupied for the uses described on Exhibit "G-1". So long as the Chick-fil-A Lease is in full force and effect (or following the expiration or termination of the Lease in accordance with Chick-fil-A's rights described in the Chick-fil-A Lease) no portion of Lot 2 will be leased, used or occupied for the uses described on Exhibit "G-2". So long as Declarant is an Owner, Declarant reserves the right to grant exclusives to the Owners in its sole discretion; provided, however, such exclusives will not apply to uses associated with the existing tenants and their subtenants or assigns under the Chick-fil-A Lease or the Panera Lease, as applicable, to the extent Declarant has no right to control or prevent such use by the existing tenant or the subtenant or the assignee. In the event Declarant grants additional exclusives (subject to the preceding sentence), Declarant shall cause the Amended and Restated Declaration to be amended. In the event a tenant on one Lot violates an exclusive granted to a tenant on another Lot and such exclusive is listed on Exhibit "G-1" or Exhibit G-2", each Owner shall cooperate with each other to enforce the rights of its tenant(s) with respect to such exclusive that has been violated and in accordance with the Chick-fil-A Lease, the Panera Lease or any other lease at Development, as applicable.

(c) Fencing shall be permitted on a Lot during construction, maintenance or repair of such Lot, for safety and security purposes but only as reasonably necessary as to not interfere with the business operations located on such Lot. Notwithstanding the foregoing, each Owner shall provide reasonable means of access to and from the Lots and the public and private rights-of-way, including the Protected Drive, during such periods of construction, maintenance or repair work located on such Lot. Otherwise, no fence, division, rail or obstruction of any type or kind shall ever be placed, kept, permitted or maintained between the Lots, which interferes with the free flow and passage of vehicular

and pedestrian traffic granted except temporarily during any future construction of improvements and only in accordance with the notice requirement contained in Section 7(a) below.

(d) The Cross Easement Area shown on Exhibit "B" shall not be materially altered or obstructed other than to accommodate permitted building expansion, unless approved by the Owners, except in accordance with this clause (d). All portions of the building areas not improved with buildings shall be maintained at all times in a neat, level, orderly, sightly and weed-free condition. Notwithstanding the foregoing, the Owners may develop, alter or modify the Cross Easement Area, except for the Protected Drive, in such Owners sole discretion, as long as there at all times remains free flow and passage of vehicular and pedestrian traffic granted between the Lots and to and from the public and private rights-of-way, including the Protected Drive.

(e) None of the Parties shall use, or permit the use of, Hazardous Materials (as defined herein) on, about, under or in its Lot, or the other Lots, except in the ordinary course of usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material heretofore or hereafter used or permitted to be used by such Owner, whether or not in the ordinary course of business. For the purpose of this Section 4(e), the term: (i) "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes listed or identified in, or regulated by, any Environmental Law; and (ii) "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time including, without limitation: (A) Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; (B) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 40 U.S.C. §1801 et seq.; (C) Clean Air Act, 42 U.S.C. §7401-7626; (D) Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. §1251 et seq.; (E) Insecticide, Fungicide, and Rodenticide Act (Pesticide Act of 1987), 7 U.S.C. §135 et seq.; (F) Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (G) Safe Drinking Water Act, 42 U.S.C. §300(f) et seq.; (H) National Environmental Policy Act (NEPA) 42 U.S.C. §4321 et seq.; and (I) Refuse Act of 1899, 33 U.S.C. §407 et seq.

5. Maintenance and Maintenance Standards.

(a) Operator.

(i) Subject to removal by the Owners as set forth in Section 5 (a) (iii), the Declarant or its assign shall act as the Operator and undertake the performance of the obligations set forth in Section 5(b).

(ii) INTENTIONALLY DELETED

(iii) If an Owner shall determine that the Operator has failed to perform the Operator's Maintenance Area Services (as defined below) in accordance with the standard required by this Amended and Restated Declaration, such Owner shall have the right to give the Operator written notice of such determination, specifying the particular aspects of which the Operator's performance is deemed below standard. If, during the 30-day period following the date of delivery of such notice, Operator does not remedy the matters described in the notice, the Owner issuing such notice shall have the right to cause the removal of the Operator, substitute itself or such other third party property manager to perform the Operator's Maintenance Area Services, as an Operator or perform the duties of the Operator in accordance with Section 5(e) below.

(iv) The Operator shall indemnify and hold harmless all of the parties hereto and their respective Lots from and against any mechanics' liens, materialmen's or laborers' liens, and all costs, expenses and liabilities in connection therewith arising from the actions performed by the Operator with respect to the Operator's Maintenance Area Services. The Owners shall indemnify and hold harmless the Operator from and against any mechanics' liens, materialmen's or laborers' liens, and all costs, expenses and liabilities in connection therewith arising from the actions by either of the Owners.

(b) Maintenance of Operator's Maintenance Areas. The Operator shall perform the following services to the Operator's Maintenance Areas within the Development ("Operator's Maintenance Area Services"), in compliance with all Laws, and in compliance with the standards for first class shopping centers in the Village of Homewood, Illinois area:

(i) Maintaining, repairing and resurfacing, when necessary, the Protected Drives and Joint Parking Area in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and sealed and restriped no less than once every three years to maintain clearly visible parking stall and traffic control lines, including, without limitation, any markers, striping and pedestrian crossings.

(ii) Ice and snow removal and salting the Protected Drives and Joint Parking Area;

(iii) Maintaining, repairing, replacing, and mowing when necessary the Detention Facilities and outlet structure;

(iv) Maintaining, operating, repairing and replacing, when necessary, the Shared Signage;

(v) Maintaining, repairing and replacing the Shared Utilities; and

(vi) Any requirements required of GMX, as owner, pursuant to that certain Access, Parking and Sign Easement Agreement dated October 4, 2017 between GMX and Weglarz Hop, LLC, recorded in the Cook County Recorder of deeds on October 11, 2017 as No. 1728445074.

The Operator is hereby granted access and a construction easement, if necessary, to enter upon any of the Lots in order to perform its obligations with respect to the Operator's Maintenance Areas Services herein, but shall conduct its activities in a manner commercially reasonable to minimize disruption to the operation of the business activities on the Lots and at the Development.

(c) Expenses and Payment for Maintenance of the Operator's Maintenance Area. The costs for the Operator's Maintenance Area Services shall be paid as follows:

(i) The Operator shall adopt an annual operating budget for Operator's Maintenance Area Costs. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. Based on the operating budget, the Operator, shall levy assessments against the Owners (or directly against such Owner's tenant if so instructed by such Owner) in their Proportionate Share listed on Exhibit "H". On or before ninety (90) days after the end of the prior calendar year, the Operator (or a third party acting on behalf of the Operator) shall deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Owner (or directly to such Owner's tenant [with copy to Owner] if so instructed by such Owner). The assessments shall be payable in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. To the extent the Operator does not provide an annual operating budget for any reason, each Owner (or such Owner's tenant, if applicable) shall continue to pay the amount of the previous monthly installment until the next annual operating budget has been delivered. Unless otherwise directed by the Operator, such installments shall be mailed or delivered to the principal office of the Operator and shall be deemed paid on the date of delivery. To the extent the Operator incurs a charge for Operator's Maintenance Area Services that was not budgeted for, each Owner (or such Owner's tenant, if applicable) shall pay its Proportionate Share with respect to such charge within thirty (30) days after receipt of notice of such charge along with reasonable explanation and back-up subject to the exclusions on Exhibit "I". The Operator shall reconcile the budget within ninety (90) days after the end of the prior calendar year by sending a written statement to the Owners (or directly to such Owner's tenant [with copy to Owner] if so instructed by such Owner). Within thirty (30) days after receipt of such statement, the Owners (or such Owner's tenant, if applicable) shall pay to the Operator or the

Operator shall pay to the Owner (or such Owner's tenant, if applicable) an amount equal to the difference between the estimated payments for the Operator's Maintenance Area Costs made to the Operator during the preceding calendar year and the actual amount of Owner's Proportionate Share of the Operator's Maintenance Area Costs. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse or abandonment of its Lot.

(ii) "Operator's Maintenance Area Costs" is defined as all reasonable, actual, out-of-pocket costs and expenses incurred by the Operator in the performance of the Operator's Maintenance Area Services plus a commercially reasonable management fee not to exceed ten percent (10%). There shall be excluded from "Operator's Maintenance Area Services" the original cost of constructing the Operator's Maintenance Areas and those items set forth on Exhibit "I".

(iii) An Owner may, by written notice to the Operator, elect to review, at its expense, the invoices and other documentation of costs and expenses incurred for such Operator's Maintenance Area Services and the calculation of its portion thereof. Such Owner shall have thirty (30) days after receipt of the documentation within which to review such invoices and documentation and either: (i) drop any objection to the invoiced amount and promptly pay all sums remaining due; or (ii) document to the Operator any discrepancies found between the invoiced amount and that Owner's representation as to the correct amount due, which representation the Operator shall have fifteen (15) days from receipt within which to contest such representation. The Operator (or a third party acting on behalf of the Operator) shall maintain complete and accurate books and records, in accordance with sound accounting principles, of Operator's Maintenance Area Costs for a period of at least two (2) years. Each Owner or its authorized representative shall have the right to request and receive copies of canceled checks, invoices and paid bills supporting such statements, and to examine the records of Operator relating to the Operator's Maintenance Area Costs for the previous calendar year which shall take place at the office of the Operator (or a third party acting on behalf of the Operator) and during reasonable business hours and times. If the other Owner was overcharged, then the Operator shall promptly pay to the other Owner(s) the adjusted invoice amount agreed upon. Notwithstanding the foregoing, each Owner shall remain obligated to pay when due any portion of such invoices it does not dispute. As long as the Chick-fil-A Lease is in effect (or following the expiration of the Chick-fil-A lease in accordance with the exercise by CFA of its right of first offer), CFA will have the same rights of the Owner of Lot 1 pursuant to this clause 5(c)(iii).

(d) Maintenance of Each Lot. Except for the Operator's Maintenance Area or as otherwise provided for herein, each Owner shall, at its own cost and expense, maintain, insure, repair, replace and operate its Lot, Buildings, Improvements and signage (other than Shared Signage), including any Utilities or Facilities exclusive to an Owner, in a good and safe condition adequate for its intended uses, in compliance with all Laws, and in

compliance with the standards for first class shopping centers in the Village of Homewood, Illinois area, said maintenance to include, without limitation, the following:

(i) Maintaining the surface at such grade and levels that the Cross Easement Area may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surface in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

(ii) Ice and snow removal and salting all paved areas, except the Protected Drives and Joint Parking Area;

(iii) Removing all papers, debris, filth and refuse, and thoroughly sweeping its Lot to the extent reasonably necessary to keep its Lot in a neat, clean and orderly condition and unobstructed;

(iv) Placing, keeping in repair and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing; when necessary, such artificial lighting facilities as will be reasonably required. Each Lot shall be fully illuminated each day any of the Parties is open for business from sunset to 2 a.m. unless all Owners agree upon a different time in writing. Each Owner further agrees to keep any exterior Building security lights on from dusk until dawn. Each Owner grants an irrevocable perpetual license to each other Owner for the purpose of permitting the lighting from one Lot to incidentally shine on the adjoining Lot;

(v) Maintaining any perimeter walls, retaining walls and fencing in good condition and state of repair;

(vi) Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately weeded, fertilized and watered;

(vii) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Owner shall maintain and provide electricity to all lighting fixtures and poles attached to its respective Building(s);

(viii) Maintaining and repairing when necessary, the Buildings and facades thereof in good repair and condition;

(ix) Maintaining, repairing and replacing, when necessary all storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility located on each of the Lots;

(x) Keeping its Lot free from any obstructions; and

(xi) Maintaining, repairing and replacing, when necessary, any signage thereon in good repair and condition.

(e) Default. If an Owner or the Operator (the "Maintaining Party") fails to adhere to the maintenance obligations as set forth herein (the "Deficiency"), the other Owner(s) (the "Curing Party") shall give written notice of any such Deficiency to the Maintaining Party. If the Maintaining Party fails to cure the Deficiency within thirty (30) days of receipt of such notice within one (1) day of receipt of such notice, the Curing Party shall have the right but not the obligation to enter upon the Maintaining Party's Lot or the Cross Easement Area where the Deficiency exists and take all reasonable measures the cure the Deficiency (the "Cure"). In the event of an emergency or if an event occurs that if left unattended may cause, in any Owner's reasonable discretion, an immediate and material disruption of the activity being conducted on or a dangerous condition relating to the Lots, the Buildings, the Improvements or the Cross Easement Area, the Curing Party shall have the right but not the obligation to enter upon the Maintaining Party's Lot or the Cross Easement Area where the Deficiency exists and take all reasonable measures to Cure the Deficiency with or without notice to the Maintaining Party as is reasonable under the circumstances. The Maintaining Party shall reimburse the Curing Party for all reasonable costs and expenses, including reasonable attorney's fees, the Curing Party incurred in curing the Deficiency (the "Cure Costs") if the cure was performed in accordance herewith. The amount paid by the Curing Party shall be treated as a Delinquent Payment (as that term is defined and more fully described in Section 9(b) herein). So long as the Chick-fil-A Lease is in full force and effect (or following the expiration or termination of the Lease in accordance with Chick-fil-A's rights described in the Chick-fil-A Lease), in addition to any right or remedy available to it under the Chick-fil-A Lease, Chick-fil-A will have the right, but not the obligation, to enforce this provision on behalf of the Owner of Lot 1.

6. Building Standards.

(a) All Buildings and Improvements shall meet all of the standards of the Village fire, life safety and other applicable codes and all other Laws (subject to variances granted by the Village), including without limitation, any building heights or setbacks, and shall be constructed in such a manner as not to adversely affect the fire rating as determined by local governing agencies of any Improvements built upon any Lot.

(b) No Improvements shall be built in such a manner as to adversely affect the structural integrity of any other Improvements on the Lots.

7. Construction Requirements for Buildings and Improvements.

(a) All work performed in the construction, repair, replacement, alteration or expansion of any Buildings or Improvements shall only be performed following thirty (30) days advance notice to other Owner and Parties (if such notice is required by the recorded documents or otherwise), shall be performed as expeditiously as possible and in such a

manner as not to unreasonably interfere, obstruct or delay: (i) access to or from the Lots, or any part thereof, to or from any public or private right-of-way; (ii) vehicular parking in that portion of the improved Cross Easement Area (except during periods of actual construction on such portions of the Lot or as reasonably necessary to safely perform such construction); or (iii) the receipt or delivery of goods and services by any business on any Lot, including, without limitation, access to the Buildings. Unless otherwise specifically stated herein, the Owner contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all Buildings, Shared Signage and other Improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any mechanics', materialmen's or other professional services liens to stand against any other Lot for any work done or materials furnished in connection with the performance of their work; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of notice from the Owner of any Lot encumbered by any such lien or claim of lien caused by the Contracting Party: (i) cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable Laws; or (ii) give such assurance as would enable a title insurance company to insure over such lien or claim of lien, failing which the Owner of said Lot shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend, protect and hold harmless the other Owner for, from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless such cause of action is the result of the acts or omissions of the indemnified Owner.

(c) Staging for the replacement, alteration, reconstruction or expansion of any Building, sign or other Improvements located on the Lots including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall: (i) be located solely on the constructing Owner's Lot; or (ii) be limited to specific areas of another Owner's Lots reasonably approved in writing by the other Owner,. Each staging area on any Lot shall be located in such a way that it will not unreasonably interfere with the use of the Cross Easement Area except in accordance with clause (a) above. Upon completion of such work, the constructing Party shall, at its expense, restore the Cross Easement Area to a condition equal to or better than that existing prior to commencement of such work.

(d) The Owners hereby grant to the other a temporary license for access and passage over and across the Cross Easement Area located on the granting Owner's Lot, to the extent reasonably necessary for such Owner to construct and/or maintain its Buildings and Improvements upon its Lot; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not unreasonably interfere with the use

and operation of: (i) any business conducted by an Owner or Party; or (ii) the Cross Easement Area on the granting Owner's Lot except in accordance with clause (a) above. Prior to exercising the rights granted herein, an Owner shall provide each granting Owner with a written statement describing the need for such license and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by this Amended and Restated Declaration. The Owner shall promptly pay all costs and expenses associated with such work, shall complete such work expeditiously, and shall promptly clean and restore the affected portion of the Cross Easement Area on the granting Owner's Lot to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(e) In addition to any of the other indemnifications provided herein, each Owner shall indemnify, defend, protect and hold every other Owner harmless for, from and against any and all claims, liabilities, debts, demands, expenses, fees, fines, penalties, suits, judgments, proceedings, actions, causes of action, including attorney fees and court costs arising out of or related to injury to or death of any person or damage to or destruction of any property occurring on any Lot and arising out of or resulting from any construction activities performed by or at the request of the indemnifying Owner or its Occupants.

8. Insurance.

(a) Insurance Requirements for Contractors and Subcontractors. Prior to commencing any future construction or any repair or replacement of any improvements or utilities, Declarant or the Owner undertaking, overseeing or allowing the construction of any future construction on their parcel (the "Constructing Owner"), as the case may be, shall procure and maintain, or cause its contractor(s) and subcontractor(s) to procure and maintain, in full force and effect, at all times during the course of the construction of any work in, on or about their respective Lot, the following insurance coverages and shall use its best efforts to minimize interference with the other Lots and said party's use of its Lot:

(i) Commercial General Liability insurance, including coverages for premises/operations, underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage, in the amounts of Two Million and 00/100 Dollars ($2,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage;

(ii) Builder's risk policy in an amount equal to the total cost of construction (including both hard and soft costs);

(iii) Workers' Compensation insurance as required by the Illinois Workers' Compensation Act, or any such similar laws with at least employer's liability coverage in the amount of Five Hundred Thousand and 00/100 Dollars ($500,000); and

(iv) Commercial Automobile Liability insurance, including coverages for owned, non-owned and hired vehicles, in the amount of One Million and 00/100

Dollars ($1,000,000.00) per occurrence.

With reference to the insurance policies specified in subsections (i) and (iii), claims-made policies are not acceptable. Said insurance policies shall contain a provision that coverages afforded shall not be modified, canceled or allowed to expire until at least thirty (30) days' prior notice has been given to the other Owner, as the case may be. The other Owner will be named as additional insureds on such policies. The additional insureds shall have no responsibility to verify compliance by any Owner with such insurance requirements, and each Owner shall have all responsibility to verify compliance of all of its contractors and subcontractors with such insurance requirements.

(b) Insurance Requirements for Owners. The Owners shall provide, or cause to be provided by their respective tenants, public liability insurance for their respective Lots with limits of not less than $2,000,000.00 with respect to injury of any one person and in the amount of $2,000,000.00 with respect to any one accident or disaster and in the amount of $1,000,000.00 with respect to damage to property. Such insurance carried by each Owner, or caused to be provided by their respective tenants, shall:

(i) name as additional insureds thereunder the other Owner, and their respective agents, employees, shareholders, officers and directors;

(ii) not be canceled without at least thirty (30) days prior notice to the additional insureds; and

(iii) be written as an "occurrence" policy and not as a "claims made" policy. Each Owner shall furnish the additional insureds with certificates evidencing such insurance, with such evidence of insurance upon request.

(c) Insurance Requirements for the Operator. The Operator shall provide Commercial General Liability Insurance (including coverages for snow plow operations) with limits of not less than $2,000,000.00 with respect to injury of any one person and in the amount of $2,000,000.00 with respect to any one accident or disaster and in the amount of $1,000,000.00 with respect to damage to property. Such insurance carried by the Operator shall:

(i) name as additional insureds thereunder the Owners, tenants and their respective agents, employees, shareholders, officers and directors;

(iv) not be canceled without at least thirty (30) days prior notice to the additional insureds; and

(v) be written as an "occurrence" policy and not as a "claims made" policy. The Operator shall furnish the additional insureds with certificates evidencing such insurance, with such evidence of insurance upon request.

(d) The Owners shall provide Commercial General Liability insurance, including coverages for premises/operations, underground explosion, collapse hazard, completed operations, contractual liability and "broad form" property damage, in the amounts of Two Million and 00/100 Dollars ($2,000,000.00) per person and per occurrence for incidents of bodily injury, death and/or property damage.

(e) In the event of any damage or destruction to any portion of the Cross Easement Area or the Utility Easement such damage or destruction shall be restored or replaced as soon as possible. Such restoration or repair shall be undertaken and paid for by the party causing the damage or destruction.

9. Remedies.

(a) Any remedy of the Parties specifically provided for in this Amended and Restated Declaration shall not constitute the sole remedies of the Parties, but, in addition, the Parties shall be entitled to exercise any and all other remedies available at law or in equity, including, but not limited to, the right to seek to restrain by injunction any violation or threatened violation by any person or entity subject to the terms hereof, or of any of the terms, covenants or conditions of this Amended and Restated Declaration or to compel performance of any such terms, covenants and conditions, but specifically excluding any consequential or special damages. So long as the Chick-fil-A Lease is in full force and effect (or following the expiration or termination of the Lease in accordance with Chick-fil-A's rights described in the Chick-fil-A Lease), in addition to any right or remedy available to it under the Chick-fil-A Lease, CFA will have the right, but not the obligation, to enforce this Amended and Restated Declaration on behalf of the Owner of Lot 1.

(b) Unless otherwise provided for herein, any amount (the "Delinquent Payment") owed by an Owner (the "Delinquent Party") to another Party (the "Invoicing Party") pursuant to this Amended and Restated Declaration which is not paid when due, and remains unpaid thirty (30) days after written demand for payment from the Invoicing Party to the Delinquent Party ("Cure Period") the Delinquent Payment: (i) shall bear interest beginning on the thirtieth (30th) day of such Cure Period at an annual rate equal to the lesser of: (y) twelve percent (12%); and (z) the highest rate allowed by law, calculated on the basis of actual days elapsed in a year containing 360 days, from the expiration of such thirty (30) day Cure Period until the Delinquent Payment and any accrued interest has been paid in full; and (ii) shall, together with any accrued interest, constitute a lien in favor of the Invoicing Party against the Lot owned by the Delinquent Party (the "Delinquent Payment Lien"). The Invoicing Party may secure and collect any Delinquent Payment, and any accrued interest thereon, by any action or remedy available at law or in equity. The Delinquent Party shall be liable to the Invoicing Party for all reasonable costs and expenses incurred by the Invoicing Party in connection with: (1) securing and collecting the Delinquent Payment and any accrued interest thereon; and (2) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney's fees and court costs).

10. Taxes and Assessments.

(a) Each Owner shall pay, or cause to be paid by its respective tenant, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

(b) If at any time that the Lots are not separately assessed and taxed, each Owner shall pay, or cause to be paid by its respective tenant, its Proportionate Share of such real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon or with respect to the Property pursuant to their Proportionate Shares. Such taxes and assessments shall be paid and dealt with by Operator subject to the following: (a) on receipt of the real estate tax bills for the Property, Operator shall forward a copy of same to the Owners (or directly to such Owner's tenant [with copy to Owner, if so instructed by such Owner), together with its determination of their respective shares of such tax bills. Each of the Owners (or such Owner's tenant, if applicable) shall deliver to Operator a cashier's check, certified check or wired funds payable to Operator for its Proportionate Share, as calculated by Operator in accordance herewith, of the tax bills within thirty (30) days after demand is delivered by Operator. Operator shall make payment of the tax bills to the applicable taxing authority from the amounts so collected and shall forward a copy of the receipt for same to each of the Owners (or such Owner's tenant, if applicable) when it is received; and (b) if Operator, on behalf of the Owners, attempts to obtain a lowering of the assessed valuation upon the Property or takes other action for the purpose of reducing taxes thereon with respect to any period prior to the time that the Lots are separately assessed and taxed, the Owners shall cooperate with Operator in such attempt and shall each share in the costs incurred in proportion to its share of the real estate taxes. Such costs will not exceed an Owner's Proportionate Share of the customary percentage of the tax reduction payable to an attorney handling similar property tax appeals. Any tax refund received as a result of such action shall be apportioned among the Owners in accordance with their respective portions of the real estate taxes. Nothing contained herein shall affect the independent right of each Owner to protest taxes and other charges to the extent the same affect only such Owner's portion of the Property.

11. Estoppel Certificates. Within thirty (30) days of request by an Owner or Operator, the non-requesting Owner(s) shall provide an estoppel certificate stating whether there are any defaults under this Amended and Restated Declaration, any sums due under this Amended and Restated Declaration, or other matters reasonably requested by the requesting Owner or Operator. If a non-requesting Owner fails to execute and deliver any such certificate within thirty (30) days after request, the non-requesting Owner shall be deemed to have irrevocably appointed the requesting Owner or Operator and its beneficiaries as the requesting Owner or Operator's attorneys-in-fact to execute and deliver such certificate in the non-requesting Owner's name.

12. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be deemed to have been given and received: (a) when personally delivered; (b) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery; or (c) three days after being mailed by United States certified mail, return receipt requested,

postage prepaid, to the address set forth below. Notice of change of address shall be given by notice in the manner set forth in this section.

To Declarant/Operator:	GMX Midland Homewood II, LLC 3000 Dundee Road, Suite 408 Northbrook, Illinois 60062 PHONE: (847) 680-8600 FAX: (847) 480-0033 ATTN: Andrew S. Goodman
With a copy to:	Taft Stettinius & Hollister LLP 111 East Wacker Drive, Suite 2800 Chicago, Illinois 60601 PHONE: (312) 527-4000 FAX: (312) 754-2334 ATTN: Kenneth Klassman
With a copy to:	GMX Midland Homewood II, LLC c/o Midland Atlantic Properties 8044 Montgomery Road, Suite 370 Cincinnati, Ohio 45236 PHONE: (513) 792-5000 FAX: (513) 792-5010 ATTN: Property Administration

Any party may, at any time, change its notice address and/or add additional owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice. All future Owners of any Lot shall provide their contact information to Operator within thirty (30) days of taking title to such Lot(s). Operator shall provide the contact information of any future Owners promptly to the other Owner upon request.

13. Signage. Declarant shall construct the 175th Street Sign and Halsted Street Sign (collectively, the "Shared Signage") as depicted on Exhibit "E" attached hereto. Lot 1 Owner and CFA shall have the right to 50% of the signage space on the Shared Signage as designated on Exhibit "E", and Lot 2 Owner and Panera, shall have the right to 50% of the signage space on the Shared Signage as designated on Exhibit "E".

14. Damage or Destruction. If any Building located on the Lot is destroyed or damaged by fire or other cause, within five hundred forty-eight (548) days, such Owner shall either restore the Building or improvements or Building to be razed to the extent necessary to comply with all Laws and shall promptly clear all debris from such area, and keep it in a good, safe condition. If the Owner of the affected Building fails to restore or raze the Building within five hundred forty-eight (548) from the date of the casualty, the other Owner shall notify the defaulting Owner in writing of such

default, and in the event such Owner fails to comply with this Section 14 within thirty (30) days following the date of such notice, then the remaining Owner shall be granted a license to enter the affected Lot after the 30th day following such notice, to raze the Building and clear all debris from such area and leave it in a good, safe condition and shall be entitled to collect any costs or expenses incurred (including reasonable attorneys' fees) for enforcing their rights under this Section 14 as described in Section 9 above.

15. General Provisions.

(a) Covenants Run with the Land. The easements, rights, privileges, covenants, conditions, burdens, obligations and restrictions contained herein: (i) are made for the direct, mutual and reciprocal benefit of all of the Lots; (ii) create mutual equitable servitudes upon each Lot in favor of the Lot benefited; (iii) bind every entity or person having any fee, leasehold, or other interest in any portion of the Lots at any time or from time to time to the extent that such portion of said Lot is affected or bound by the covenant, restriction or provision in question or that the covenant, restriction or provision is to be performed on such portion; and (iv) shall inure to the benefit of and be binding upon the Parties.

(b) Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Amended and Restated Declaration shall be perpetual and shall run with the land.

(c) Injunctive Relief. In the event of any violation or threatened violation of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the owners of the Lot whose rights are threatened, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the non-prevailing party as determined by the trier of fact.

(d) Modification Provisions. This Amended and Restated Declaration may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the consent of all of the Owners and the mortgagees of the Lots and then only by written instrument duly executed and acknowledged by all of said Owners, and duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

(e) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Amended and Restated Declaration shall be strictly limited to and for the purposes herein expressed.

(f) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Amended and Restated Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Amended and Restated Declaration, but such limitation shall not

affect in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Amended and Restated Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such Owner of any Lot or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(g) Validity and Severance. If any clause, sentence or other portion of this Amended and Restated Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

(h) Compliance with Laws. The Owners of each Lot shall comply promptly with all federal, state and municipal statutes and ordinances, and with all regulations, orders, and directives of applicable governmental agencies, as such statutes, ordinances regulations, orders and directives now existent or hereafter provided concerning the use or safety of those portions of each Lot that are subject to the grant of easements, covenants and restrictions under this Amended and Restated Declaration, and each Owner at their sole expense, will make or cause to be made any repairs, changes or modification in, on or to its Lot required by any of the foregoing.

(i) Indemnity. The Owners of each Lot shall indemnify, defend and hold one another and the Operator harmless against all claims for injury or death to persons or damage to or loss of property due to the acts or omissions of themselves.

(j) Release. The Owner of each Lot hereby releases the Owner of the other Lots and the Operator to the extent of any insurance proceeds paid, from any and all liability for any loss or damage to person or property, however caused, provided, however, this release shall not be operative in any case where the effect thereof is to invalidate such insurance coverage. To the extent that a party caused the casualty contemplated in this paragraph and such other party maintains insurance coverage for such casualty, to the extent permitted by such policy, the insurance of the party causing such casualty shall be primarily responsible for covering such casualty without any right of contribution from any other party or their insurance carrier.

(k) Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amended and Restated Declaration.

(l) Rule Against Perpetuities. If and to the extent that any of the covenants, restrictions, rights, conditions, terms or provisions, contained in this Amended and Restated Declaration would otherwise be unlawful or void for violation of: (i) the rule against perpetuities; (ii) the rule restricting restraints on alienation; or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants, restrictions, rights, conditions, terms or provisions may be valid, then the covenant, restriction, right, condition, term or provision concerned shall continue and endure only until the expiration of a period of 21 years after the death

of the last to survive of the class of persons consisting of all of the lawful descendants, who are living at the date of this Amended and Restated Declaration, of William Jefferson Clinton, 42nd President of the United States of America.

(m) Force Majeure. In the event any of the Parties shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, intergalactic warfare, inclement weather, or other reason beyond such Parties' reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

[signature page follows]

IN WITNESS WHEREOF, Declarant has executed this Amended and Restated Declaration of Restrictions and Grant of Easements as of the day and year first above written.

DECLARANT:

GMX MIDLAND HOMEWOOD II, LLC

By: MAP Homewood II, LLC
Its: Operating Manager

By: _____
John I. Silverman
Executive Manager

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

I, CATHY L. SPARKS, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, John I. Silverman, the Executive Manager of MAP Homewood II, LLC, the Operating Manager of GMX MIDLAND HOMEWOOD II, LLC, an Ohio limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 12 day of September 2019.

IMPRESS NOTARIAL
SEAL HERE

_____
Notary Public

Commission expires: July 30, 2023

NOTARIAL SEAL
STATE OF OHIO

CATHY L. SPARKS
Notary Public, State of Ohio
My Commission Expires 07-30-2023

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association, is the holder of that certain Amended and Restated Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents from GMX Midland Homewood II, LLC, an Ohio limited liability company ("GMX") dated as of August 21, 2018, and recorded with the Cook County Recorder of Deeds as Document Number 1823519299 (the "Security Instrument").

The Security Instrument affects the property that is subject of that certain Amended and Restated Declaration of Restrictions and Grant of Easements by GMX, and recorded with the Cook County Recorder of Deeds (the "REA"). The undersigned holder of the Security Instrument hereby consents to the terms, execution and recording of the REA and agrees the REA shall survive the foreclosure of the Security Instrument.

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: Karen Dunevant
Karen Dunevant
Senior Vice President

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

I, Sarah Crosby, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that, Karen Dunevant, Senior Vice President of Associated Bank, National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 11 day of September, 2019.

IMPRESS NOTARIAL SEAL HERE

NOTARIAL SEAL
SARAH CROSBY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-18-2022
STATE OF OHIO

Sarah Crosby
Notary Public

County, Illinois Expires: 12-18-2022

SCHEDULE 1

DEFINITIONS

"Buildings" shall mean any structures erected on the Lots.

"Chick-fil-A, Inc. Lease" shall mean that certain Ground Lease dated June 29, 2018 between GMX and CFA as amended.

"CFA" shall mean Chick-fil-A, Inc., a Georgia corporation, the initial occupant of Lot 1.

"Detention Facilities" shall mean that certain area depicted on Exhibit "B" attached hereto.

"Improvements" shall mean any improvements other than the Buildings made to the Lots.

"GMX" shall mean GMX MIDLAND HOMEWOOD II, LLC, an Ohio limited liability company.

"Joint Parking Area" shall mean that certain area depicted on Exhibit "B" attached hereto.

"Lot 1 Owner" shall mean the owner of Lot 1 its successors and assigns.

"Lot 1 Parties" shall mean the Lot 1 Owner and their respective mortgagees, and tenants of Lot 1 and their respective concessionaires, suppliers, agents, employees, customers and invitees.

"Lot 1" shall mean that certain Lot 1 legally described on Exhibit "A" attached hereto.

"Lot 2 Owner" shall mean the owner of Lot 2 its successors and assigns.

"Lot 2 Parties" shall mean the Lot 2 Owner, and their respective mortgagees, and tenants of Lot 2 and their respective concessionaires, suppliers, agents, employees, customers and invitees.

"Lot 2" shall mean that certain Lot 2 legally described on Exhibit "A" attached hereto.

"Operator" shall mean the Declarant, or as otherwise provided for in Section 5(a).

"Operator's Maintenance Area" shall mean the Detention Facilities, Joint Parking Areas, Protected Drives and Shared Signage.

"Owners" shall mean the Lot 1 Owner and Lot 2 Owner, together with their successors and assigns, collectively.

"Panera Lease" shall mean that certain Lease Agreement dated March 21, 2018 between GMX and Panera, LLC as amended.

"Panera" shall mean "Panera, LLC, a Delaware limited liability company, the initial occupant of Lot 2.

"Parties" shall mean the Lot 1 Parties, the Lot 2 Parties and the Operator, collectively.

"Protected Drives" shall mean that certain area depicted on Exhibit "B" attached hereto.

"Village" shall mean the Village of Homewood, Illinois.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1

LOT 1 IN GMX–MIDLAND SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NUMBER 1826816006, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER (PIN): 29-29-409-036-0000

CONTAINING 43,565 SQUARE FEET (1.001 ACRES, MORE OR LESS)

LOT 2

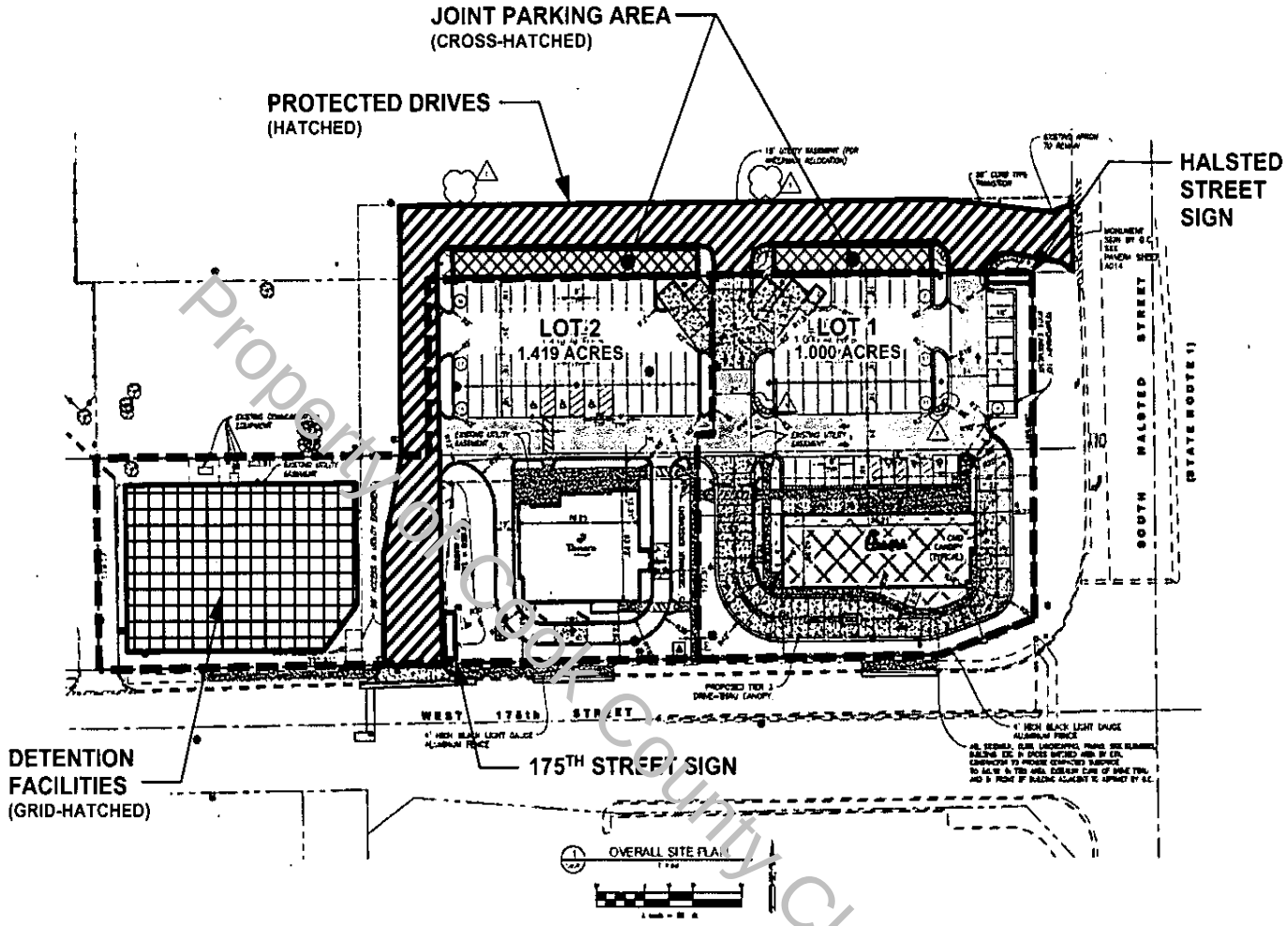
LOT 2 IN GMX–MIDLAND SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2018 AS DOCUMENT NUMBER 1826816006, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER (PIN): 29-29-409-037-0000

CONTAINING 61,785 SQUARE FEET (1.418 ACRES, MORE OR LESS)

EXHIBIT "B"

SITE PLAN



"Operator's Maintenance Area" = "Protected Drives" + "Joint Parking Area" + Shared Signage" + "Detention Facilities"

EXHIBIT "B-1"

CROSS ACCESS EASEMENT

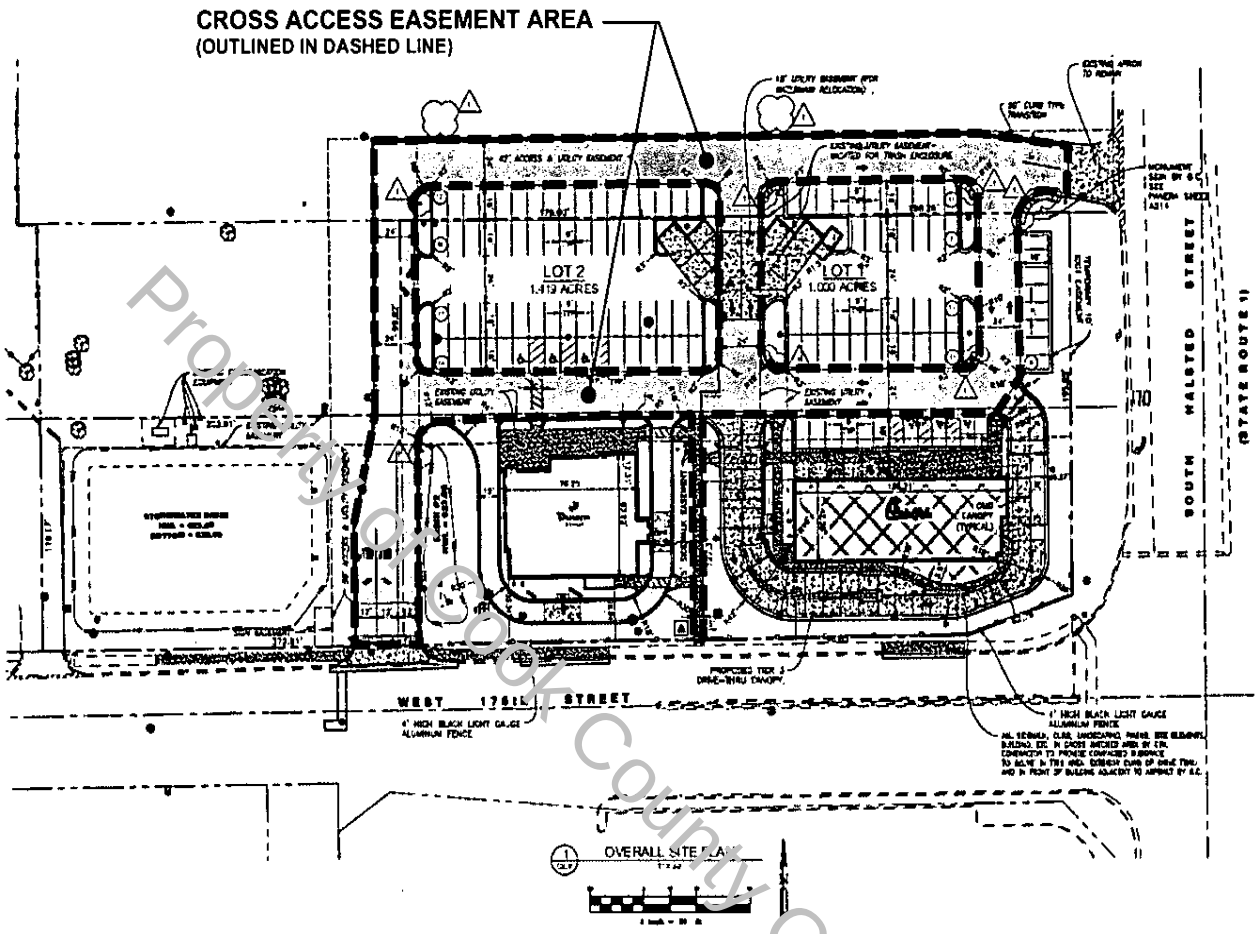


EXHIBIT "B-2"

CROSS PARKING EASEMENT

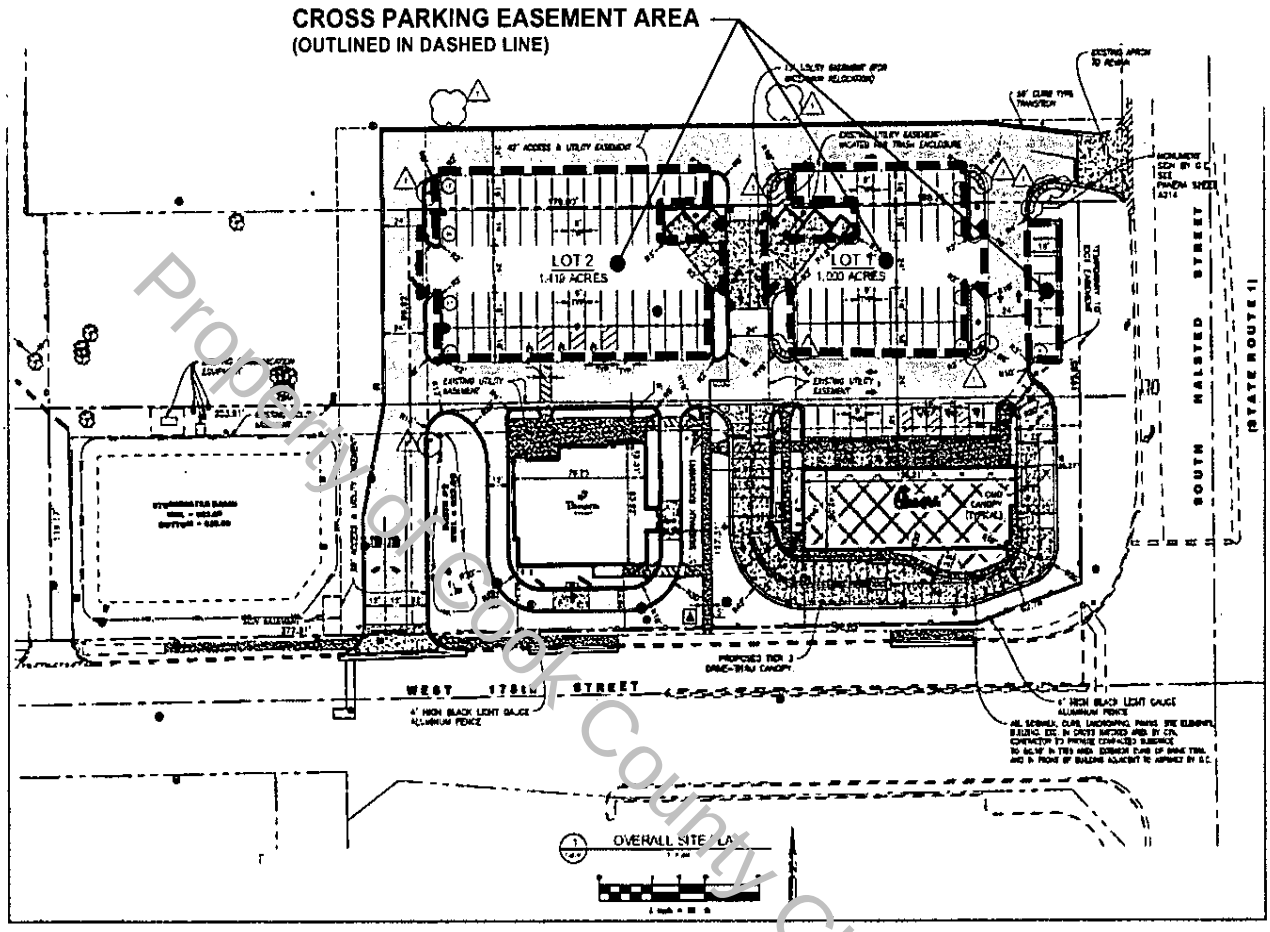


EXHIBIT "C"

CROSS EASEMENT AREA

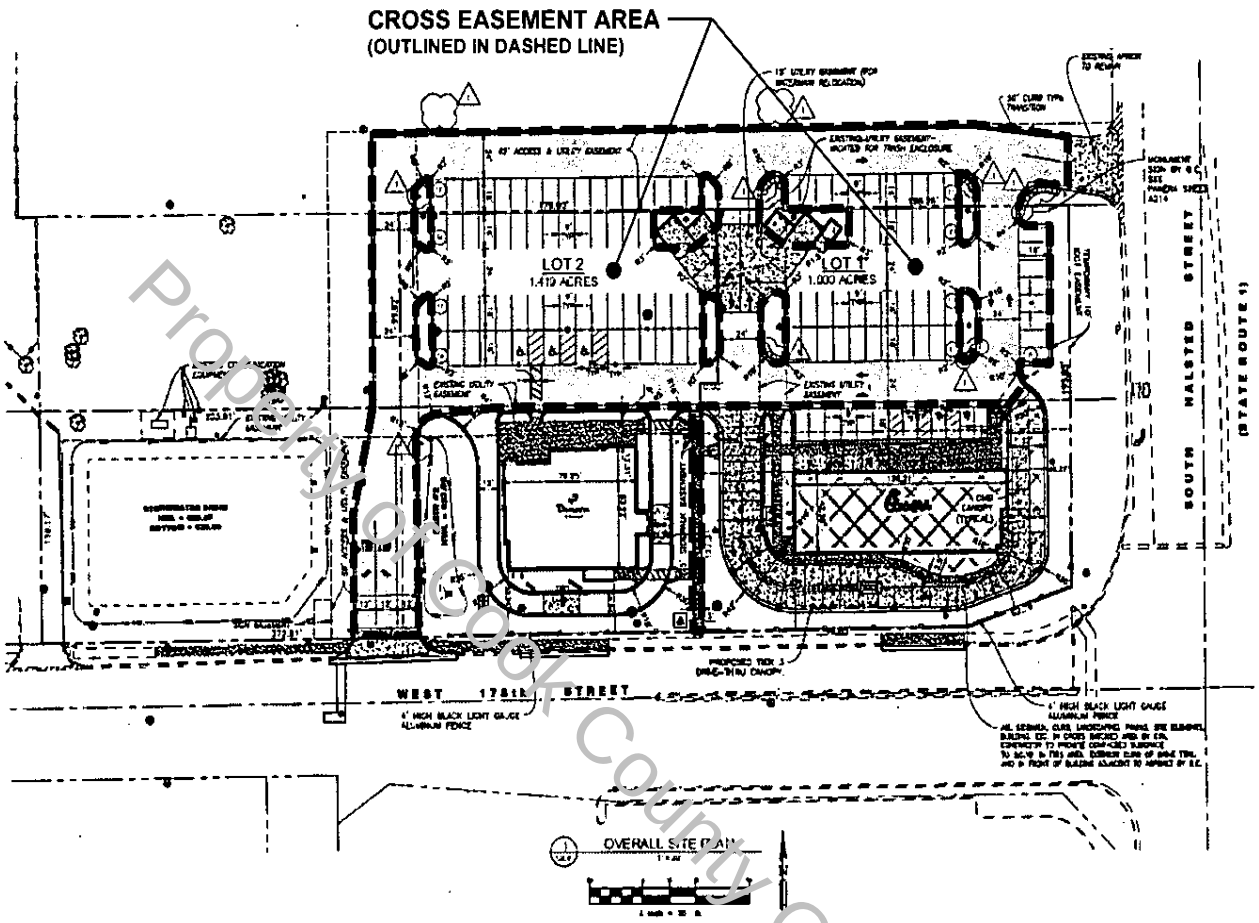
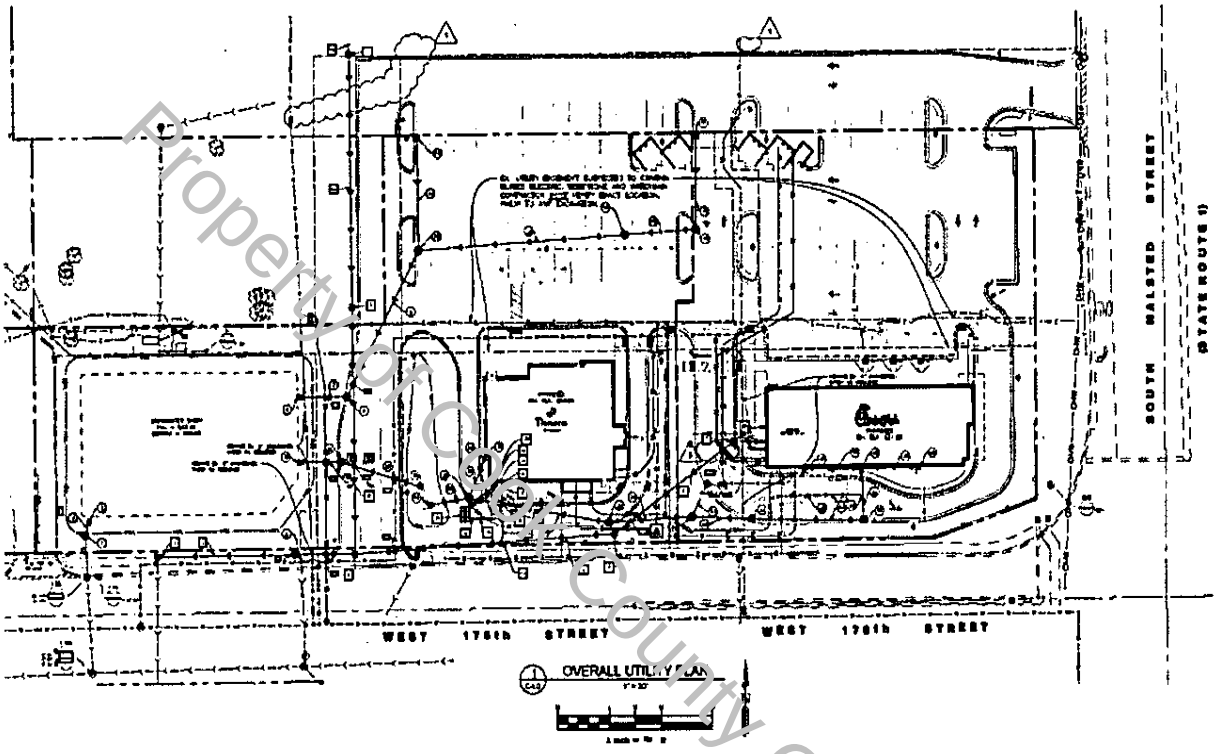


EXHIBIT "D"

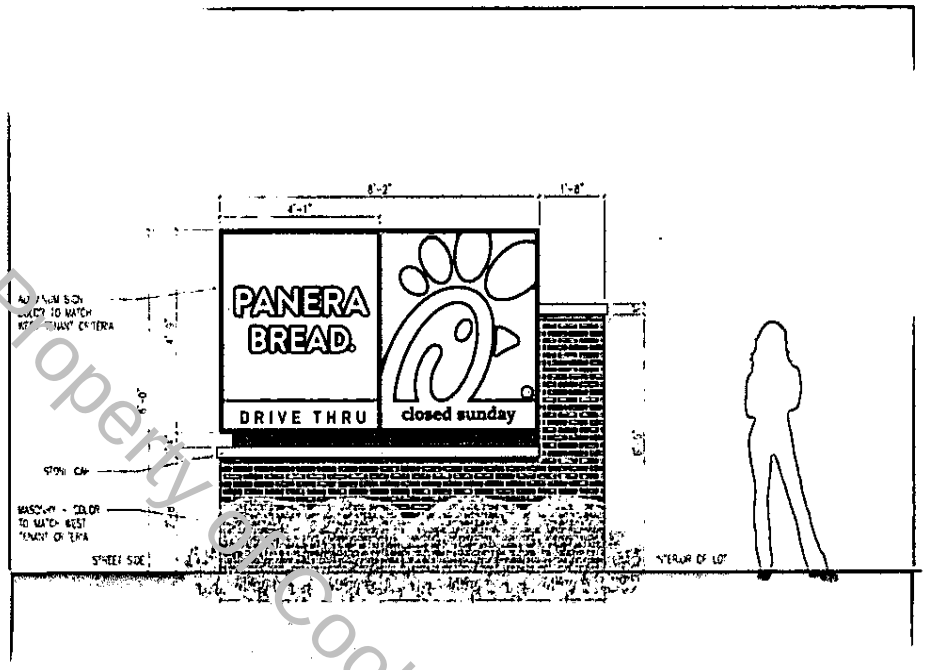
UTILITY EASEMENT



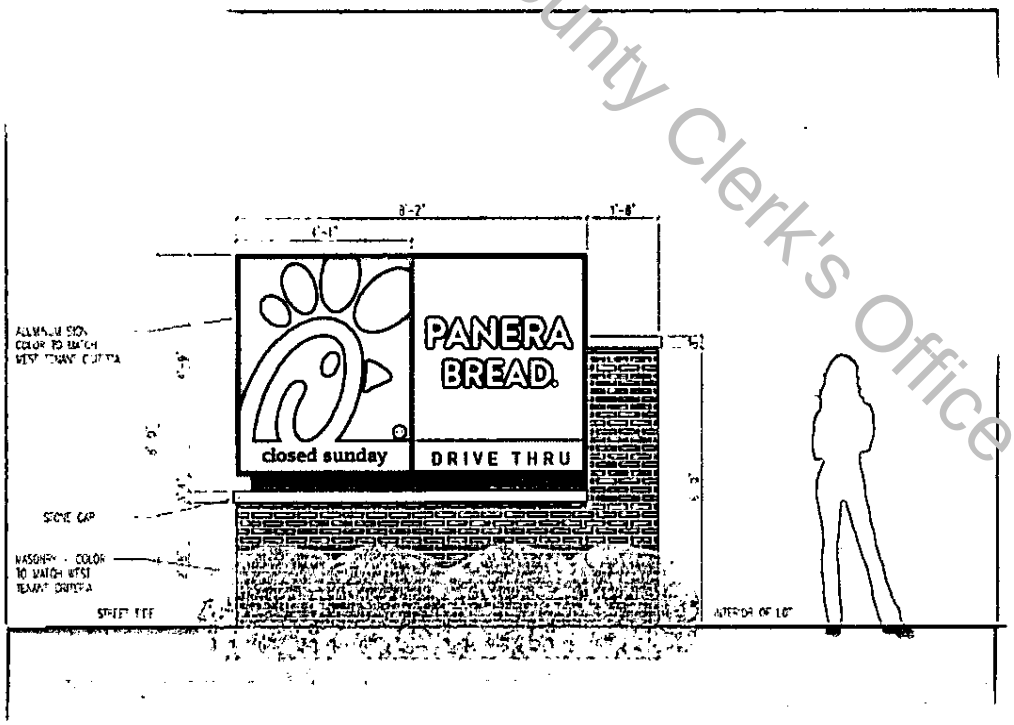
NOTE: The above plan is an excerpt from Sheet C 4.0 – "Overall Utility Plan" prepared by RTM Engineering Consultants dated 06/18/18 (REV#3).

EXHIBIT "E"

SHARED SIGNAGE



HALSTED STREET SIGN



175TH STREET SIGN

EXHIBIT "F"

NON-PERMITTED USES

1. Any industrial use, including, without limitation, operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers to be placed at locations mutually agreed upon by Owners during periods of construction, reconstruction or maintenance.

3. Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be applicable to garbage compactors or trash receptacles located near any Building, the Trash Dumpster Area or as shown on Exhibit "B-2" hereto.

4. Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

5. Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the Homewood, Illinois area.

6. Any bowling alley, movie theater, auditorium, children's entertainment complex (except a children's play facility in connection with the operation of a Chick-fil-A restaurant) or facility, or skating rink.

7. Any mortuary or funeral home.

8. Any establishment primarily selling or exhibiting "obscene" (i.e., pornographic, X-rated or adults only) material, including, without limitation, an adult only bookstore, adult only video store or pornographic business.

9. Any establishment primarily selling or exhibiting drug-related paraphernalia or sale of marijuana or which exhibits either live or by other means, nude or topless dancers or wait staff.

10. Any massage parlor, tattoo or body piercing parlor or similar establishment.

11. Any flea market, amusement or video arcade, game room, pool or billiard hall, car wash, dance hall, or discotheque.

12. A church or place of worship.

13. School, training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on site employee training by Occupants incidental to the conduct of its business at the Development.

14. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.

15. Any bar, lounge, tavern, night blue or establishment selling alcoholic beverages for on-premises consumption except in conjunction with and a part of a full-service restaurant that does not (i) regularly derive more than 50% of its gross revenues from or (ii) use more than 50% of its premises for the sale of alcoholic beverages.

16. Any unlawful use of any business or use which is dangerous, or emits an obnoxious odor, fume, dust, vapor, noise or sound which can be heard or smelled outside of any building in the Development or constitutes a public or private nuisance, or which creates a fire, explosive or other hazard (provided, however, some odors, smoke, and noise associated with the operation of a restaurant with a drive-thru and that the presence of such odors, smoke, and noise will not constitute a breach of this provision and will not be deemed noxious or offensive).

17. A check cashing store.

18. A health club, gym or fitness center.

19. A health spa, including a hair or nail salon.

20. Carnival or circus.

21. Meeting hall.

22. Sporting event or other sports facility.

23. Establishment selling cars or other motor vehicles; motor vehicle maintenance or repair shop or gas station (provided, however, that a Jiffy Lube, Mineke Muffler, Tire Discount or similar type use will not be prohibited) or any establishment selling trailers; in connection with a restaurant where such sales do not exceed fifty percent.

24. Pawn shop.

EXHIBIT "G-1"

PANERA EXCLUSIVES

OWNER/TENANT	EXCLUSIVE USE/RESTRICTION
Panera, LLC	Panera shall have the exclusive right within the Demised Premises or the Adjoining Property (collectively, the "**Center**") for the primary sale of bagels, baked goods, breads, salads, deli-style sandwiches, soups, blended beverages, coffee, and tea (the "**Exclusive Items**"). As used herein, "primary sale" shall mean that more than fifteen percent (15%) of such tenant's gross annual sales in the aggregate are attributable to the Exclusive Items. Notwithstanding the foregoing, nothing contained herein shall restrict the sale of the Exclusive Items on an incidental basis by any tenant or occupant. As used herein, "incidental basis" shall mean that no more than fifteen percent (15%) of such tenant's gross sales in the aggregate are attributable to the Exclusive Items. The Exclusive Use shall also not restrict an Owner from leasing any portion of the Center to non-competitor, quick-service restaurants or any fast food restaurant such as McDonald's, Burger King, KFC, Taco Bell, Popeye's, Chick-fil-A (and Chick-fil-A's subtenants, successors, and assigns so long as same are operating as a restaurant selling or serving chicken as a principal menu item) or any other similar regional, national or international concept, and the 15% restriction above shall not apply to such non-competitor, quick-service restaurants or any fast food restaurant.

EXHIBIT "G-2"

CHICK-FIL-A EXCLUSIVES

OWNER/TENANT	EXCLUSIVE USE/RESTRICTION
Chick Fil-A, Inc.	No portion of Lot 2 will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item (the "**Chicken Restriction**"). For the purposes of this Lease, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross food sales from the sale of chicken. A "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility. CFA, makes an exception to the Chicken Restriction in respect to a restaurant selling primarily deli-style sandwiches and soups doing business as Panera Bread, or any successor entities as long as such successor entities are also operating a business selling primarily deli-style sandwiches and soups. Notwithstanding the foregoing, CFA makes an exception to the Chicken Restriction in respect to (i) the operation of a full-service (with waiter/waitress table service) sit down restaurant, (ii) a Mexican restaurant selling specialty burritos and tacos, such as a Chipotle Mexican Grill, or (iii) a user whose primary business is the sale of barbecue; provided any such restaurant described in (ii) or (iii) does not (A) operate or utilize a drive-thru facility or (B) serve fried or grilled chicken strips, nuggets or boneless breast sandwiches as an entrée or as a separate menu item. The specific exceptions contained in this paragraph and the immediately preceding grammatical paragraph will not be deemed to apply to any other agreement entered into by CFA or waive any of its rights thereunder. No portion of the Lot 2 will be leased, used, or occupied by or for any of the following uses: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising

	Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich, Ezell's Famous Chicken, Roy Rogers, Habit Burger, Shake Shack, or Slim Chickens.

EXHIBIT "H"

PROPORTIONATE SHARE

Fifty percent (50%) for Lot 1

Fifty percent (50%) for Lot 2

EXHIBIT "I"

OPERATOR MAINTENANCE AREA COST EXCLUSIONS

Operator Maintenance Area Costs will not include:

(i) debt service payments including, without limitation, associated interest, late charges, or penalties;

(ii) management or overhead fees including, without limitation, fees paid for property management, legal or accounting services, except for an administrative fee equal to 10% of the Operator Maintenance Area Costs (excluding taxes, utilities, insurance, depreciation;

(iii) ground rents;

(iv) wages, salaries, benefits or other compensation paid to any employee of the Operator;

(v) costs of correcting code, ordinance or regulatory violations of an Owner's Lot;

(vi) costs incurred in procuring, retaining, negotiating, amending, extending, enforcing, administering, or terminating leases on a particular Lot;

(vii) costs directly chargeable to or recoverable from any tenant or other occupant of space or land on a Lot;

(viii) costs which are reimbursed by insurance proceeds (or would have been so reimbursed had Operator maintained the insurance it is required to maintain pursuant to this Agreement or condemnation awards;

(ix) any costs incurred by Operator in securing any governmental approvals to construct or operate the Operator's Maintenance Areas; whether pursuant to a development agreement or otherwise, including without limitation any impact fees, development fees, dedications, or other fees or charges paid to any governmental authority in connection with any such construction or operation;

(x) any costs of investigating, removing, maintaining or monitoring any hazardous materials or of complying with federal, state or local regulations regarding same with respect to the Operator's Maintenance Areas;

(xi) costs attributable to repairing items that are covered by warranties and are, therefore, reimbursed to Operator;

(xii) any interest, late charge or penalties incurred as a result of failure to pay any expense in a timely manner;

(xiii) all costs which are reimbursed by third parties;

(xiv) expenses resulting from the negligence or willful misconduct of the Operator, its agents, contractors or employees;

(xv) amounts expended to correct construction defects in the Operator Maintenance Areas or correct faulty workmanship;

(xvi) costs incurred due to a violation of any of the terms and conditions of any leases at the Development;

(xvii) any costs or charges that are duplicative of other costs or charges;

(xviii) costs related to annexation of the Adjoining Property into any city, town or other jurisdiction;

(xix) costs of maintaining, repairing, and replacing the foundation, exterior walls, roof and roof membrane of any improvements located at the Development; and

(xx) depreciation or capital costs or capital expenses, except as expressly permitted in the immediately following paragraph.

With respect to any Operator Maintenance Area Costs that is treated as a capital replacement cost or a capital repair expenditure (but not a capital improvement expenditure) under either generally accepted

accounting principles ("GAAP") or Internal Revenue Code ("IRC") guidelines, the Owner's share for such allowed Operator Maintenance Area Costs will not be included in its entirety in the year such costs are incurred, but will be amortized in accordance with generally accepted accounting principles at the time such costs are incurred over the useful life of the item so capitalized.