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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/29/2021 12:01 PM PG: 1 OF 28

SECOND AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made this ___ day of September 23, 2021, by CFLS EVERGREEN LLC, a Delaware limited liability company ("Developer"), having an address at 1345 Avenue of the Americas, 46th Floor, New York, New York 10105.

RECITALS

- A. Developer is the owner of (i) that certain real property situated in the Village of Evergreen Park, County of Cook, State of Illinois, as more particularly described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "Main Parcel"), (ii) that certain real property located adjacent to the Developer Parcel, as more particularly described in Exhibit A-2 attached hereto and incorporated herein by this reference (the "Carson's Parcel"), (iii) that certain real property located adjacent to the Developer Parcel, as more particularly described in Exhibit A-3 attached hereto and incorporated herein by this reference (the "Fitness Parcel"), (iv) that certain real property located adjacent to the Developer Parcel, as more particularly described in Exhibit A-4 attached hereto and incorporated herein by this reference (the "Building N Parcel"), and (v) that certain real property located adjacent to the Developer Parcel, as more particularly described in Exhibit A-5 attached hereto and incorporated herein by this reference (the "Building S Parcel").
- B. The Main Parcel, the Carson's Parcel, the Fitness Parcel, the Building N Parcel, the Building S Parcel and that certain real property located adjacent to the Developer Parcel, as more particularly described in Exhibit A-6 attached hereto and incorporated herein by this reference (the "Building M Parcel") are improved with and operated as a shopping center commonly known as Evergreen Plaza (the "Shopping Center").

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Alan J. Salle
Honigman LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
38097029.12

SW Corner of Western Ave and 95th Street
Evergreen Park, Illinois 60805

Permanent Index Numbers:

24-12-236-009; 24-12-236-010; 24-12-236-012
24-12-236-013; 24-12-236-014; 24-12-236-015

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- C. The Main Parcel, the Carson's Parcel, the Fitness Parcel, the Building M Parcel, the Building N Parcel and the Building S Parcel are depicted on the plot plan attached hereto as Exhibit C and by reference made a part hereof.
- D. To impose certain easements upon the Shopping Center and to establish certain covenants, conditions and restrictions with respect to the Shopping Center, Developer executed that certain Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions dated December 15, 2015 (the "Original Declaration"), which Declaration was recorded with the Cook County Recorder on December 22, 2015, as Document No. 1535645064.
- E. The Original Declaration was amended by that certain First Amendment to Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions dated March 31, 2020 (the "Original Declaration"), which Declaration was recorded with the Cook County Recorder on June 11, 2020, as Document No. 2016306168 (the "First Amendment").
- F. The Original Declaration, as amended by the First Amendment, is hereinafter referred to as the "Declaration".
- G. Developer desires to amend the Declaration as more particularly set forth in this Amendment.

NOW, THEREFORE, it is hereby agreed that the Declaration is amended as follows:

AGREEMENTS

1. Easements.

(a) Section 2.1(e) of the Declaration is hereby deleted in its entirety and the following language is hereby substituted therefor:

“(e) **Chili's Easements.** The following easements for the benefit of the Building S Parcel: (i) non-exclusive easements over the Common Area for ingress, egress and parking; (ii) a non-exclusive easement for the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities now or hereafter located within the Common Area to serve the Building S Parcel; (iii) an non-exclusive easement over the portion of the Common Area identified as the "To Go Customer Parking Area" on Exhibit G-1 for the parking of as many as ten (10) vehicles in such area (it being further agreed that subject to the development code and regulations of the Village of Evergreen Park, the tenant of the Building S Parcel shall have the right to install signs in such area identifying each of the available parking spaces as being for the use of Tenant's "To Go" customers provided that such parking spaces shall be subject to the non-exclusive rights of other tenants and occupants of the Shopping Center to park in the Common Area, the tenant of the Building S Parcel shall not have the right to enforce or police the use of the To Go Customer Parking Area for use by of its "To Go Customers" and none of the Owners shall be responsible for enforcing or policing its rights with respect thereto); and (iv) an exclusive easement over the portion of the Common Area identified as the "Sign Area" on Exhibit G-1 for the installation, use, maintenance, repair and, if necessary, replacement of a pylon or monument sign.

(f) **Easement to Access Fire Suppression Equipment.** The following easement for the benefit of the Main Parcel: A non-exclusive easement over the Carson's Parcel for access to fire suppression equipment serving the buildings on Carson's Parcel

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and the adjacent buildings on the Main Parcel. The Owner of the Main Parcel shall be responsible for operation of the fire suppression system and for keeping the fire suppression system and related equipment in good condition and repair. The Owner of the Carson's Parcel shall be responsible for providing electricity for the fire suppression system and for heating the room within which the fire suppression equipment is situated as needed to keep the same from freezing. The Owner of the Main Parcel shall limit its access to the building on the Carson's Parcel to the extent necessary to fulfil its obligations under this Section 2.1(f) and such access shall be subject to such reasonable rules and regulations as the Owner of the Carson's Parcel may establish from time to time."

(b) The rights granted pursuant to the easements set forth in Section 2.1 of the Declaration shall at all times be exercised in such a manner as to not materially interfere with the normal operation of the other Parcels and the business operations conducted thereon."

2. Maintenance of Common Area.

(a) The following shall be inserted at the end of Paragraph 5(d) of the First Amendment:

"Notwithstanding the foregoing, and solely with respect to the Carson's Parcel, the Owner of the Carson's Parcel shall pay a fixed annual charge of \$60,000.00 per year (which shall be increased by two percent (2%) on January 1, 2023 and on each January 1 thereafter) as its sole contribution towards the Common Area Maintenance Costs and the Administration Fee (the "Carson's Contribution"). The Carson's Contribution shall be payable by the Owner of the Carson's Parcel to the Owner of the Main Parcel in advance in equal monthly installments."

(b) Paragraph 5(g) of the First Amendment is hereby deleted and the following language is hereby substituted therefor:

"(g) With the approval of the Owner of the Main Parcel, which approval may be granted or withheld in the sole discretion of the Owner of the Main Parcel, an Owner shall have the right to take-over and assume the maintenance of the Common Area upon its Parcel. For purposes of this Paragraph 5(g), the Building S Parcel shall be deemed to be the service yard, landscaping, sidewalks, and outdoor seating areas inside the area identified as on Exhibit G-2 attached hereto (such area, "Building S Area of Maintenance Responsibility") and the portions of the Building S Parcel situated outside of said "Building S Area of Maintenance Responsibility" shall be deemed to be part of the Main Parcel. It is acknowledged that prior to the date of this Amendment (i) the Owner of the Building M Parcel took over and assumed the maintenance of the Common Area upon the Building M Parcel, such arrangement has been approved by the Owner of the Main Parcel and the Owner of the Main Parcel agreed to waive the monthly charge payable by the Owner of the Building M Parcel provided for in this Paragraph 5(g), and (iii) the Owner of the Building S Parcel took over and assumed the maintenance of the Common Area upon the Building S Parcel (i.e., the "Building S Area of Maintenance Responsibility" depicted on Exhibit G-2 attached hereto) and such arrangement has been approved by the Owner of the Main Parcel, the Owner of the Building S Parcel agreed to pay a fixed annual charge of \$2.50 per square foot of building area of the building constructed on the Building S Parcel, with a three percent (3%) increase on January 1, 2024 and a three percent (3%) increase on the first day of each January thereafter, as its

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contribution towards the cost of those functions retained by the Owner of the Main Parcel and the Owner of the Main Parcel agreed to accept such monthly charge such with the understanding that such monthly charge will be waived through and including December 31, 2022. Following the effective date of such take-over and assumption, the applicable Owner shall maintain the Common Area on its Parcel in accordance with the standard set forth in Section 2.3(c) of the Declaration (but in any event such maintenance shall be at a standard comparable to that to which the balance of the Common Area is being maintained), and shall pay all costs and expenses incurred in connection therewith; provided, however, the Owner of the Main Parcel shall continue to maintain the common utility lines of the Shopping Center, including any detention/retention ponds, regardless of location, maintain any common sign structure upon which such Owner's sign panel is attached, and maintain and illuminate the shared entrance drives and main access lanes of the Shopping Center. Upon such take-over and assumption, such Owner shall be released from the obligation to contribute towards the Common Area Maintenance Costs for the balance of the Common Area and the Floor Area of such Owner's Parcel shall be excluded from the denominator of the fraction used to determine the allocation of the Common Area Maintenance Costs from the other Owners, but the Owner of the Main Parcel and the Owner of the Parcel assuming the maintenance of the Common Area upon its Parcel may establish a monthly charge which shall be payable by such Owner as its contribution towards the cost of those functions retained by the Owner of the Main Parcel, which charge shall be applied towards the Common Area Maintenance Costs or the Owner of the Main Parcel may agree with such Owner in writing to waive payment of such monthly charge; if no such monthly charge is established and such monthly charge has not been waived by the Owner of the Main Parcel in writing, the Owner of the Parcel assuming the maintenance of the Common Area upon its Parcel shall pay its share of the cost to (1) maintain the common utility lines of the Shopping Center, (2) maintain any common sign structure upon which such Owner's sign panel is attached, and (3) maintain and illuminate the shared entrance drives and main access lanes of the Shopping Center, based on the relative Floor Area of the improvements on such Parcel."

(c) Paragraph 5(h) of the First Amendment is hereby amended by inserting the following at the end of such paragraph:

"In the event an Owner elects to take-over and assume the maintenance of the Common Area on its Parcel pursuant to Paragraph 5(g) above and fails to operate and maintain same in accordance with Paragraph 5(g) and such failure continues following written notice from the Owner of the Main Parcel with a thirty (30) day opportunity to cure (unless with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), the Owner of the Main Parcel shall have the right, but not the obligation, to cure such breach at the expense of such Owner. In such event, such Owner shall reimburse the Owner of the Main Parcel for all costs and expenses incurred by the Owner of the Main Parcel in curing such breach within thirty (30) days following receipt of written demand therefor. In addition to the foregoing, and not in limitation of any rights or remedies available to an Owner hereunder, if any Owner fails to perform any covenant, term or condition of this Declaration upon such Owner's part to be performed (other than with respect to the obligations in Paragraph 5(g) which shall be subject to the foregoing sentence) and fails to cure same within thirty (30) days after receipt of written notice thereof (unless with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, the defaulting Owner commences such cure

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within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), the other Owners shall have the right, but not the obligation, individually or jointly to cure such Owner's failure at the expense of such Owner. In such event, the defaulting Owner shall reimburse the Owner(s) who cured such failure on such Owner's behalf for all costs and expenses incurred by such other Owner(s) in curing such breach within thirty (30) days following receipt of written demand therefor.

(d) The following language is hereby inserted at the end of Paragraph 5 of the First Amendment:

“(i) Any amounts due and owing pursuant to Paragraph 5(h) which are not paid when due shall constitute a lien upon the applicable Parcel of the defaulting Owner and such lien shall continue in full force and effect until said amount is fully paid. Such lien shall attach and take effect only upon recordation of a claim of lien in the office of the Cook County Clerk by the Owner making such claim. The claim of lien shall include (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien and identifying the lien claimant the Owner that exercised its rights pursuant to Paragraph 5(h); (iii) an identification of the owner or reputed owner of the Parcel or interest therein against which the lien is claimed; (iv) a description of the Parcel against which the lien is claimed; (v) a description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date and document number of recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 10.10 of this Declaration. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of Illinois.”

3. **Operating and Lighting**. Paragraph 6 of the First Amendment is hereby deleted and the following language is hereby substituted therefor:

“During the hours of 7:00 a.m. to 10:00 p.m. (and for not less than 30 minutes before and after such hours), each Owner shall keep the Common Areas on its Parcel open to the public and cause them to be adequately lighted during night-time hours. The Owner of each Parcel shall at all times during the Term provide night-time illumination (from sundown to 10:30 p.m. and, if applicable, from 6:30 a.m. until dawn) for the parking area on its Parcel and for all areas within its Parcel where pedestrians may walk. If an Owner (the “Requesting Owner”) desires another Owner (the “Requested Owner”) to keep the Common Areas on the Parcel of the Requested Owner open to the public and cause them to be adequately lighted during hours outside of the hours set forth above, then upon written request of the Requesting Owner, the Requested Owner shall keep the Common Areas on the Parcel of the Requested Owner open to the public and cause them to be adequately lighted during the hours requested by Requesting Owner and the Requesting Owner shall reimburse the Requested Owner for the incremental cost of keeping the Common Areas on the Parcel of the Requested Owner illuminated during such additional hours; provided, however, if there is more than one Requesting Owner requesting after-hours illumination at the same time, the incremental cost shall be allocated among the Requesting Owners based on the relative acreage of the Parcels of the various Requesting Owners.”

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4. Obstructions.

(a) Clause (iv) of Paragraph 10(c) of the First Amendment is hereby deleted and the following language is hereby substituted therefor:

“(iv) Provided the proposed changes otherwise comply with the Declaration, the approval of the Owner of the Building S Parcel shall not be required unless the area identified on Exhibit G-3 as the “No Build Area” (the “Building S Protected Area”) is materially reconfigured by the proposed change.”

(b) Paragraph 10(f) and Paragraph 10(g) of the First Amendment is hereby deleted and the following language is hereby substituted therefor:

“(f) Except for any improvements that may be depicted on Exhibit G-3 (or any modifications that may subsequently be permitted or consented to by the Owner of the Building S Parcel), no buildings or structures shall be erected, constructed or installed within the Building S Protected Area. The access drives and parking lots in the Building S Protected Area shall not be altered in any manner that materially and adversely affects the visibility of, access to or parking for the Building S Parcel. The Building S Protected Area shall only be improved with ground level access ways, parking areas, view corridors and/or light poles, sidewalks, curbing, landscaping and traffic signs which do not materially and adversely affect the visibility of, access to or parking for the Building S Parcel.”

(c) Notwithstanding anything contained in the Declaration to the contrary, the tenant of the Building S Parcel shall have the right to directly enforce the provisions of Paragraph 8(d), Paragraph 10(c)(iv) and Paragraph 10(f) of the First Amendment, as the same may have been amended by this Amendment.

5. Use Restrictions.

(a) Section 4.6 of the Declaration is hereby amended by adding the following at the end of such Section:

“Notwithstanding the foregoing or anything to the contrary contained herein, (i) the Owner of the Main Parcel shall not be precluded by any Owner from using any buildings on the Main Parcel now or existing in the future for general office use provided that development and use of any such buildings otherwise complies with the other provisions set forth in this Declaration, and (ii) the Owner of the Carson’s Parcel shall not be precluded by any Owner from using the building on the Carson’s Parcel for general office use provided that (x) the use of such building otherwise complies with the other provisions set forth in this Declaration and (y) if such use violates any use restriction contained of any of the Existing Leases, the Owner of the Carson’s Parcel has secured a use waiver from the benefitting tenant if such Existing Lease remains in full force and effect.”

(b) Paragraph 8(e) of the First Amendment is hereby deleted in its entirety and the following language is hereby substituted therefor:

“It is acknowledged that the restrictions contained in Exhibit F-1 and Exhibit F-3 attached hereto are contained in the Existing Leases. When an Existing Lease is

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terminated, then the restrictions contained in Exhibit F-1 and Exhibit F-3 attached hereto, to the extent contained in the terminated Existing Lease, shall be of no further force or effect. The Owner of each Parcel shall, upon written request of the Owner of another Parcel, identify which of the Existing Leases affecting its Parcel are still in force and effect. The restriction contained in Exhibit F-2 shall continue in full force and effect for so long as a physical fitness facility in excess of 5,000 square feet is operating on the Fitness Parcel (subject to (x) temporary closures for remodeling, pandemic, damage and destruction, eminent domain, a change in the occupancy resulting from an assignment or sublease or force majeure and (y) closures for less than eighteen (18) consecutive months during which the Owner of the Fitness Parcel is using good faith efforts to re-tenant the Fitness Parcel in the event the lease for the then-existing tenant has terminated or expired), at which time such restriction shall terminate and be of no further force or effect. The restriction contained in Exhibit F-4 shall continue in full force and effect until the expiration of the term of the Lease between the Owner of the Building S Parcel and Brinker Restaurant Corporation (the "Chili's Lease") or the earlier termination of the Chili's Lease, at which time the restrictions contained in Exhibit F-4 attached hereto shall be of no further force or effect."

6. **Building Restrictions on the Developer Parcel.** Section 4.7 of the Declaration is hereby deleted in its entirety and the following language is hereby substituted therefor:

"Without the prior approval of the Owner of the Carson's Parcel, which approval may be withheld in such Owner's sole discretion, and except as shown on the Plot Plan, there shall not be constructed within any part of the Shopping Center: (a) any facilities in the no build area shown on Exhibit I (the "No Build Area") for the parking of motor vehicles other than at ground level except in the locations (if any) shown therefor on the Plot Plan, (b) any building or structure (or any expansion of any building or structure) in the No Build Area; or (c) any building or structure with a height in excess of fifty feet (50') above finished floor elevation; or (d) any exterior improvements, or any replacements of, or alterations or additions to, existing exterior improvements in the area designated on Exhibit I as the Primary Building Area which do not conform in general exterior architectural treatment to the other portions of the Shopping Center or, in the case of the replacement of an exterior improvement, to the improvement which is being replaced."

7. **Insurance and Indemnity.** Notwithstanding the provisions of Paragraph 12(a) and Paragraph 12(c) of the First Amendment to the contrary, the insurance coverage required under Paragraph 12(a) of the First Amendment with respect to the buildings and other structures on the Building S Parcel and the insurance coverage required under Paragraph 12(c) of the First Amendment with respect to the Building S Parcel may be self-insured by the tenant of the Building S Parcel if such tenant or its parent entity (but only if such tenant is permitted to access such self-insurance) has a tangible net worth of Two Hundred Million Dollars (\$200,000,000.00).

8. **Notices.**

(a) Section 10.10 of the Declaration is hereby amended by deleting the notice addresses of Developer and replacing same with the following in lieu thereof:

c/o LBX Acquisitions LLC
11054 Ventura Blvd., #173
Studio City, California 91604
Attn: Robert Levy

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(b) The notice address for the Owner of the Carson's Parcel and the Owner of the Building S Parcel is as follows:

CFLS Evergreen LLC
 c/o Fortress Investment Group
 1345 Avenue of the Americas
 46th Floor, New York, New York 10105

With copies delivered to:

Lormax Stern Development Company
 38500 Woodward Avenue, Suite 200
 Bloomfield Hills, Michigan 48304

9. **Exhibits**

(a) Exhibit F-1 attached to the First Amendment is hereby amended to delete the Rally House and Supercuts restrictions therefrom

(b) Exhibit F-4 attached to the First Amendment is hereby deleted and Exhibit F-4 attached hereto is hereby substituted therefor.

(c) Exhibit G-1 attached to the First Amendment is hereby deleted and Exhibit G-1 attached hereto is hereby substituted therefor.

(d) Exhibit G-2 attached to the First Amendment is hereby deleted and Exhibit G-2 attached hereto is hereby substituted therefor.

(e) Exhibit G-3 attached to the First Amendment is hereby deleted and Exhibit G-3 attached hereto is hereby substituted therefor.

(f) Exhibit I attached hereto is hereby incorporated into the Declaration as Exhibit I.

10. **Reporting Requirements.** In connection with the certain rights that Developer has in connection with the sale of the Senior Lien Limited Sales Tax Revenue Bonds, Series 2019A and Taxable Senior Lien Limited Business District Sales Tax Revenue Bonds, Series 2019B (collectively, the "Bond Rights"), the Owner of each Parcel will use commercially reasonable efforts, at no cost to such Owner, to provide Developer with a then current list of tenant(s) within its Parcel, together with any other information related to such tenants' lease of space in such Parcel (other than any information which is deemed confidential or the disclosure of which would place such Owner at a commercial disadvantage), as reasonably requested by Developer and related to reporting obligations in connection with the Bond Rights (as set forth in that certain Developer's Continuing Disclosure Report form, attached hereto as Exhibit J). Each Owner agrees that during its period of ownership of its respective Parcel to provide such information no later than ten (10) days after written notice from Developer, on or around October 15th of each calendar year, and no more than once per calendar year until June, 2037, as such date may be extended from time to time (the "Reporting Period"). In addition, in the event a Parcel is sold or conveyed during the Reporting Period, the Owner of such Parcel shall give written notice to Developer of such sale or conveyance and provide Developer with the name, address and telephone number of the new Owner. The obligations under this Paragraph 10 shall run with the land of each Parcel during the Reporting Period, and shall be applicable to the Owner of each Parcel during their respective period of ownership falling within the Reporting Period. Solely for purposes of this Paragraph 10, the term

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Developer shall mean CFLS Evergreen LLC, or its successor(s) in interest to the Bond Rights, from time to time.

11. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Declaration.

12. **Effect of Amendment.** To the extent any of the provisions of this Amendment (including, without limitation, the provisions of Paragraph 2(b) and Paragraph 2(c) hereof) would have a material adverse effect on the Building M Parcel, such provisions shall not be applicable to the Building M Parcel unless the consent of the Owner of the Building M Parcel is first obtained. The provisions of Paragraph 2(c) hereof shall inure to the benefit of the Owner of the Building M Parcel only if the Owner of the Building M Parcel consents to the provisions of this Amendment.

13. **Governing Law.** The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Amendment.

14. **Conflicts; Ratification; Binding Effect.** If there is any conflict between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall control. Except as modified herein, the Declaration is unmodified and shall continue in full force and effect.

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IN WITNESS WHEREOF, Developer has executed this Declaration as of the date first written above.

CFLS EVERGREEN LLC,
a Delaware liability company

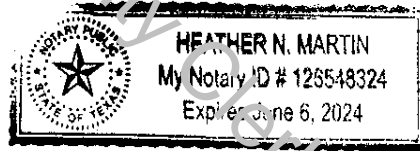
By: _____
Name: **Andrew Osborne**
Title: **Authorized Signatory**

STATE OF DALLAS)
) ss:
COUNTY OF TEXAS)

On this 12 day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Osborne, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Handwritten Signature]

Notary Public



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CONSENT AND SUBORDINATION

The undersigned is the mortgagee under that certain Mortgage, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing, dated June 14, 2016 and recorded June 14, 2016 with the Cook County Recorder as Document Number 1616854016, made by CFLS Evergreen LLC, a Delaware limited liability company, to KeyBank National Association, a national banking association, not individually, but in its capacity as Administrative Agent (the "Mortgage"). By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the foregoing Second Amendment to Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions, and (ii) subordinates the lien of the Mortgage to the to the Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions, as amended hereby.

The undersigned represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent and Subordination, and all required actions, consents and approvals therefor have been duly taken and obtained.

Dated: August 30, 2021

LENDER:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: [Signature]
Name: David Baker
Title: SVP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 30th day of August, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared David Baker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



THOMAS EUGENE MIKULA
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 06-07-2024
Acting in the County of Washtenaw

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CONSENT OF OWNER OF BUILDING M PARCEL


The undersigned is the Owner of the Building M Parcel. By executing this instrument, the undersigned hereby consents to the execution, delivery and recordation of the foregoing Second Amendment to Declaration of Reciprocal Easement with Covenants, Conditions and Restrictions.

The undersigned represents and warrants that it has the full capacity, right, power and authority to execute and deliver this Consent, and all required actions, consents and approvals therefor have been duly taken and obtained.

Dated: September 14, 2021

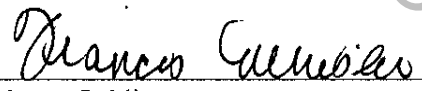
NADG NNN RC (EGP-IL) LP,
a Delaware limited partnership

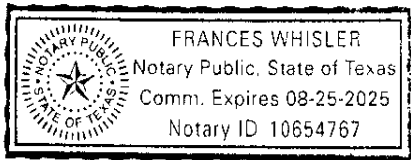
By: **NADG NNN RC (EGP-IL) GP LLC,**
a Delaware limited liability company,
its General Partner

By: 
Stephen Preston, Manager

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 14th day of September, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Preston, Manager of NADG NNN RC (EGP-IL) GP, LLC, General Partner of NADG NNN RC (EGP-IL) LP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public



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Exhibit A-1
Legal Description of the Main Parcel

LOT 1 IN EVERGREEN PLAZA III, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN EVERGREEN PLAZA II SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(24-12-236-016-0000)

Property of Cook County Clerk's Office

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Exhibit A-2
Legal Description of the Carson's Parcel

LOT 1 IN EVERGREEN PLAZA SUBDIVISION, BEING A RESUBDIVISION OF VARIOUS SUBDIVISIONS AND VACATED ALLEYS LYING IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(24-12-236-009-0000)

Property of Cook County Clerk's Office

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Exhibit A-3
Legal Description of the Fitness Parcel

LOT 2 IN EVERGREEN PLAZA III, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN EVERGREEN PLAZA II SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(24-12-236-017-0000)

Property of Cook County Clerk's Office

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Exhibit A-4
Legal Description of the Building N Parcel

LOT 1 IN EVERGREEN PLAZA II, BEING A RESUBDIVISION OF LOT 3 IN EVERGREEN PLAZA SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(24-12-236-012-0000)

Property of Cook County Clerk's Office

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Exhibit A-5
Legal Description of the Building S Parcel

LOT 2 IN EVERGREEN PLAZA SUBDIVISION, BEING A RESUBDIVISION OF VARIOUS SUBDIVISIONS AND VACATED ALLEYS LYING IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(24-12-236-010-0000)

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Exhibit A-6
Legal Description of the Building M Parcel

LOT 2 IN EVERGREEN PLAZA II, BEING A RESUBDIVISION OF LOT 3 IN EVERGREEN PLAZA SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

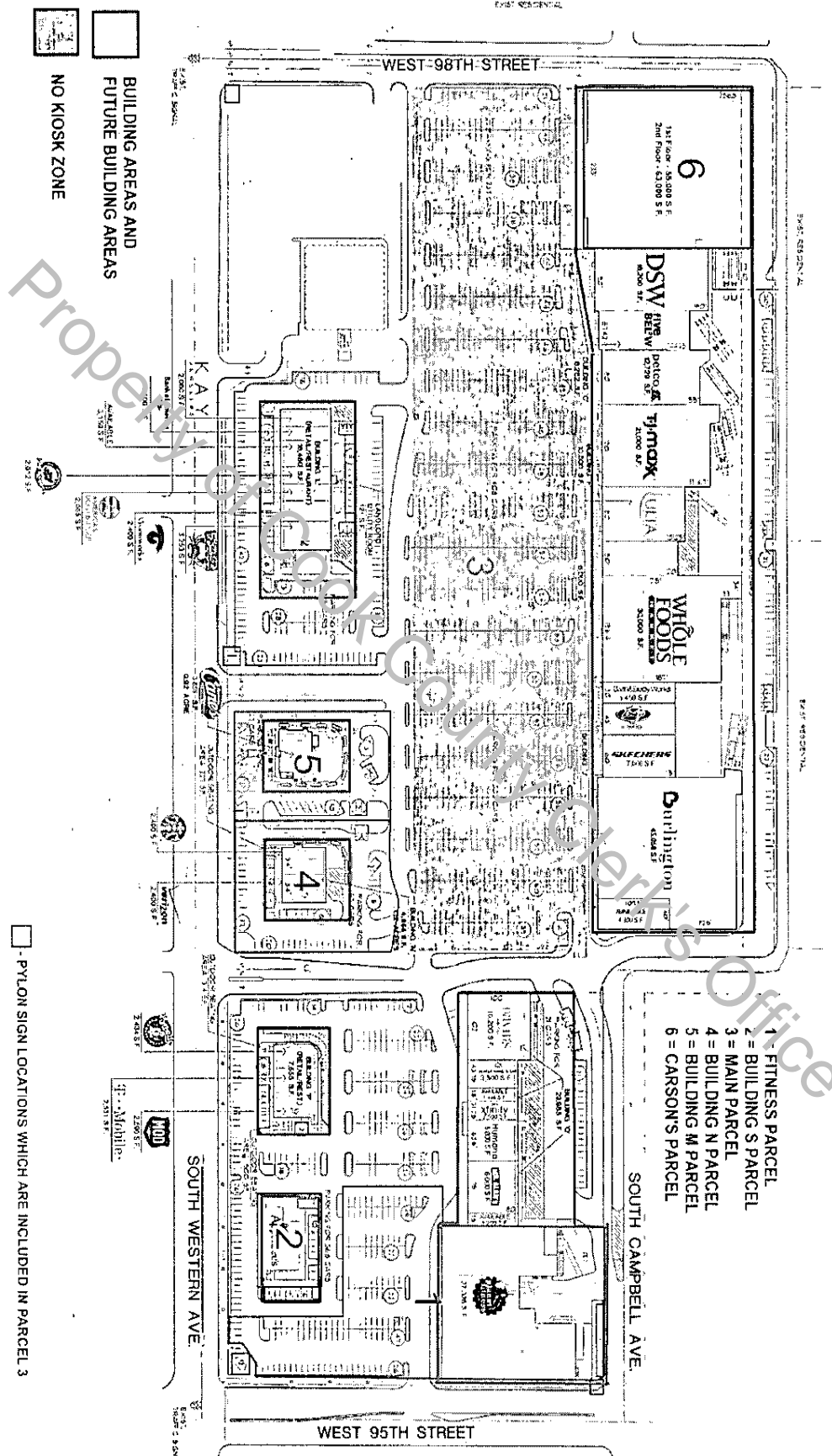
(24-12-236-013-0000)

Property of Cook County Clerk's Office

COOK COUNTY CLERK
RECORDING DIV.
118 N. CLARK
CHICAGO, IL

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Exhibit C
Plot Plan



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Exhibit F-4
Exclusive Uses and Prohibited Uses
For The Benefit of the Building S Parcel

EXCLUSIVE USES

No “varied menu theme” table service restaurant shall be allowed to operate at the Shopping Center (other than on the Building M Parcel and the Building S Parcel) which is similar to Chili’s Grill & Bar, such as, for example purposes only, Ale House, Applebee’s, Amarillo Grill, Bennigan’s, B.J.’s Restaurant & Brewery, Brickhouse Tavern & Tapp, Buffalo Cafe, Cheddar’s, Damon’s, Duffy’s Grill, Glory Days, Hickory Tavern, Houlihan’s, Islands, Max & Erma’s, Ninety Nine, O’Charley’s, Original Roadhouse Grill, Red Robin, Ruby Tuesday’s, T.G.I. Friday’s, Tony Roma’s or Twin Peaks. A “varied-menu theme” restaurant shall mean a casual or “fast-casual” dining restaurant selling a wide variety of beef, fish, chicken, pastas, soups, salads and sandwiches, appetizers and desserts, together with alcoholic beverages, in a casual setting. A “fast-casual” dining restaurant means any casual restaurant that delivers service primarily through a “counter-line” or other customer “self-order service” mechanism other than customary “sit down” table service. A “fast food” restaurant such as a Burger King, Zaxby’s, Chipotle, McDonald’s, Subway, Taco Bell, or Wendy’s shall not be deemed to be a “varied menu theme” restaurant. For purposes hereof, any ethnic or specialty restaurant such as, by way of example only, Mexican, German, Italian, Chinese, Japanese, seafood, steakhouse, chop house, chicken, barbeque, buffet, primarily breakfast or other restaurant with a specialty menu or featured food item menu, including, by way of example, Olive Garden, Outback Steakhouse, Ryan’s Steakhouse, Cracker Barrel, P.F. Chang’s, Benihana, Red Lobster, Golden Corral, Sizzler or IHOP, shall not be deemed to be a “varied menu theme” restaurant.

PROHIBITED USES

The following prohibited uses shall be applicable to the Shopping Center (other than the Building M Parcel and the Building S Parcel).

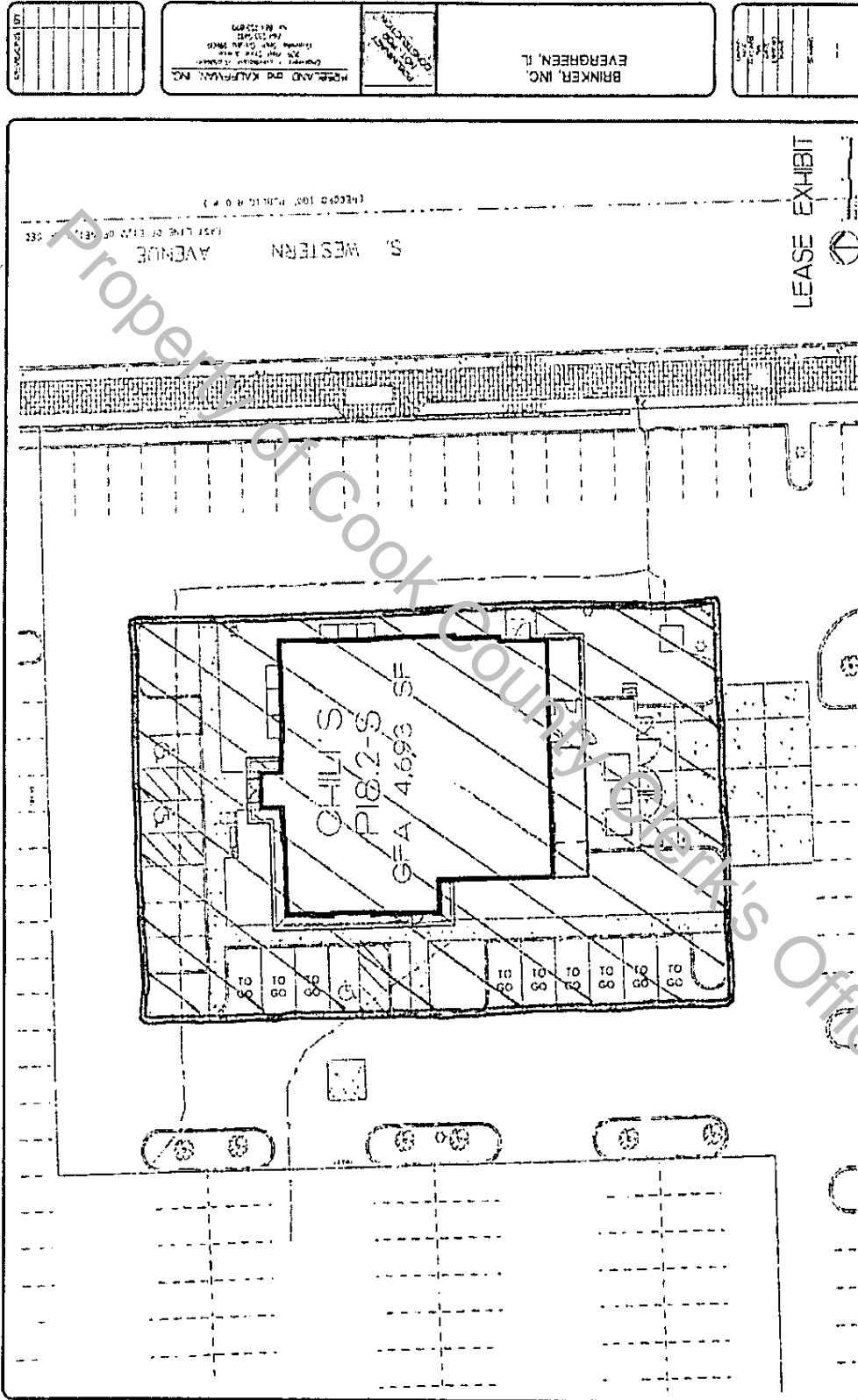
1. a bingo parlor;
2. a bar or cocktail lounge (except in connection with a restaurant with alcohol sales not to exceed 40% of total sales);
3. an adult book or adult video store (defined for the purposes hereof as a store devoting ten percent (10%) or more of its floor space to offering sexually explicit merchandise or services for sale or for rent which are directed to or restricted to adult customers due to sexually explicit subject matter);
4. an adult theater or “strip-tease” establishment;
5. a pawn shop;
6. within two hundred feet (200’) from the Building S Parcel, the sale of automotive parts as a primary use; automotive maintenance or automotive repair facility; warehouse or storage facility; a car wash; a payroll loan or check cashing service;
7. the renting, leasing, selling or displaying of any boat, motor vehicle or trailer, but only if boats, motor vehicles or trailers are stored in the Common Area;

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8. industrial or manufacturing purposes;
9. a carnival, circus or amusement park;
10. a facility for the sale of paraphernalia for use with illicit drugs;
11. a funeral home, casket store or mortuary;
12. a blood bank;
13. the sale of fireworks within the Common Area;
14. a gambling establishment;
15. a telephone call center within two hundred feet (200') from the Premises;
16. a banquet hall, auditorium or other place of public assembly;
17. a gun range;
18. a veterinary hospital or animal raising facility (except as incidental to a pet supply store such as PetsMart or Petco);
19. within two hundred feet (200') from the Premises, the storage of goods not intended to be sold from the Center;
20. a central laundry or laundromat (except for a service provided solely for pickup and delivery by the consumer, including nominal supporting facilities); or
21. any facility which is illegal or dangerous, constitutes a nuisance, emits offensive odors, fumes, dust, vapors, loud noise, sounds or vibrations or is inconsistent with community oriented shopping centers in the metropolitan area in which the Premises are located.

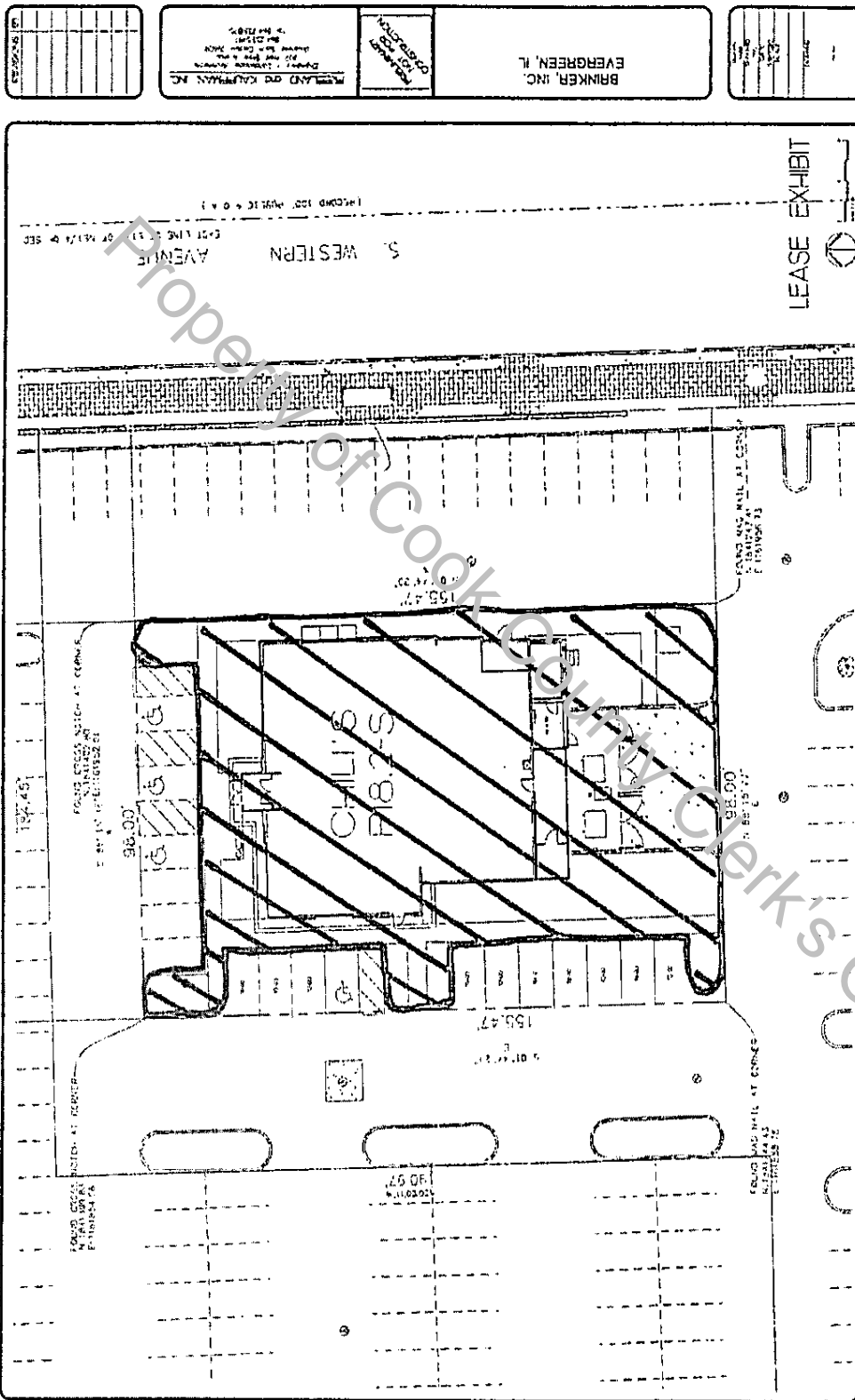
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Exhibit G-1
Chili's Easement Area



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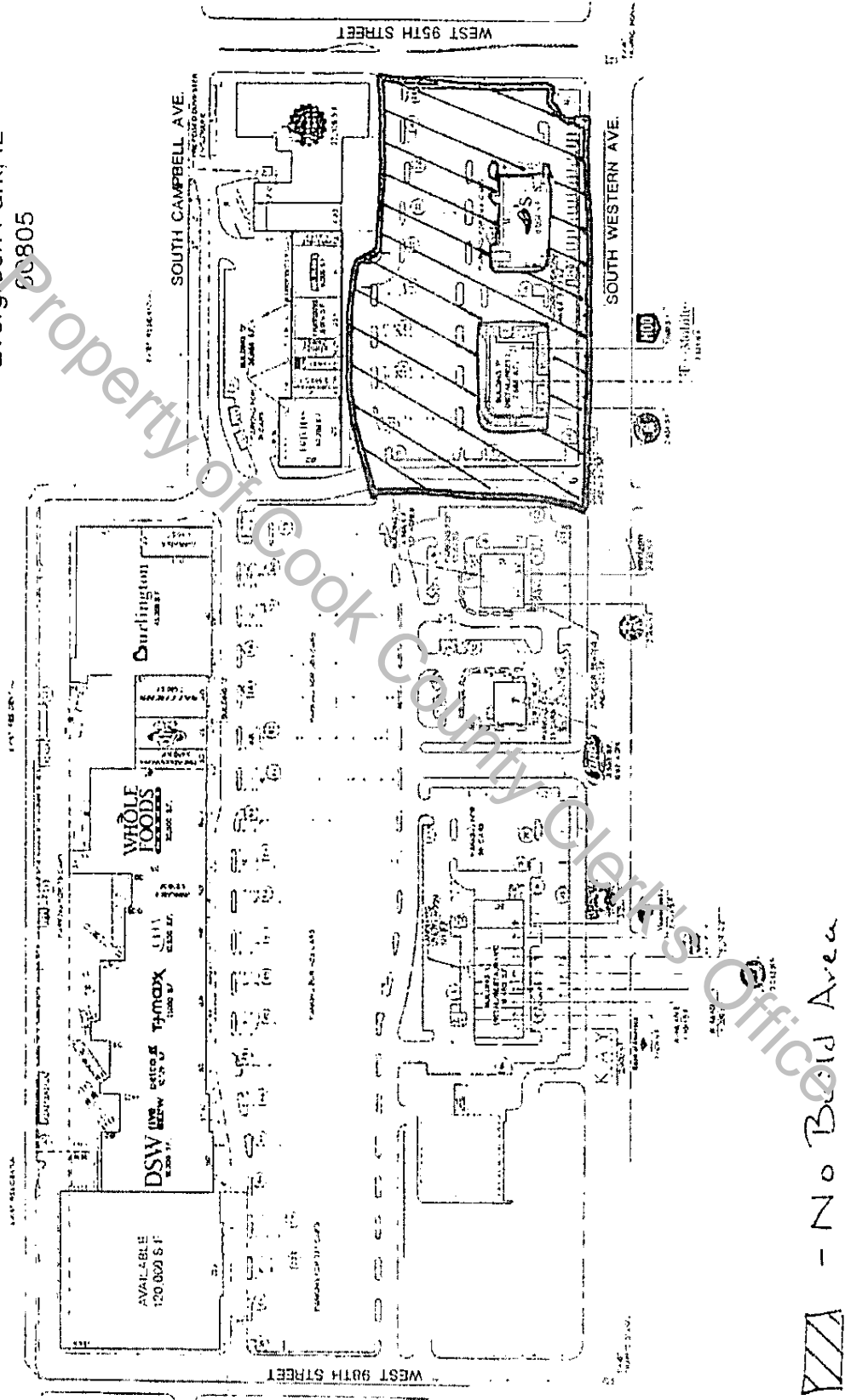
Exhibit G-2 Building S Area of Maintenance Responsibility



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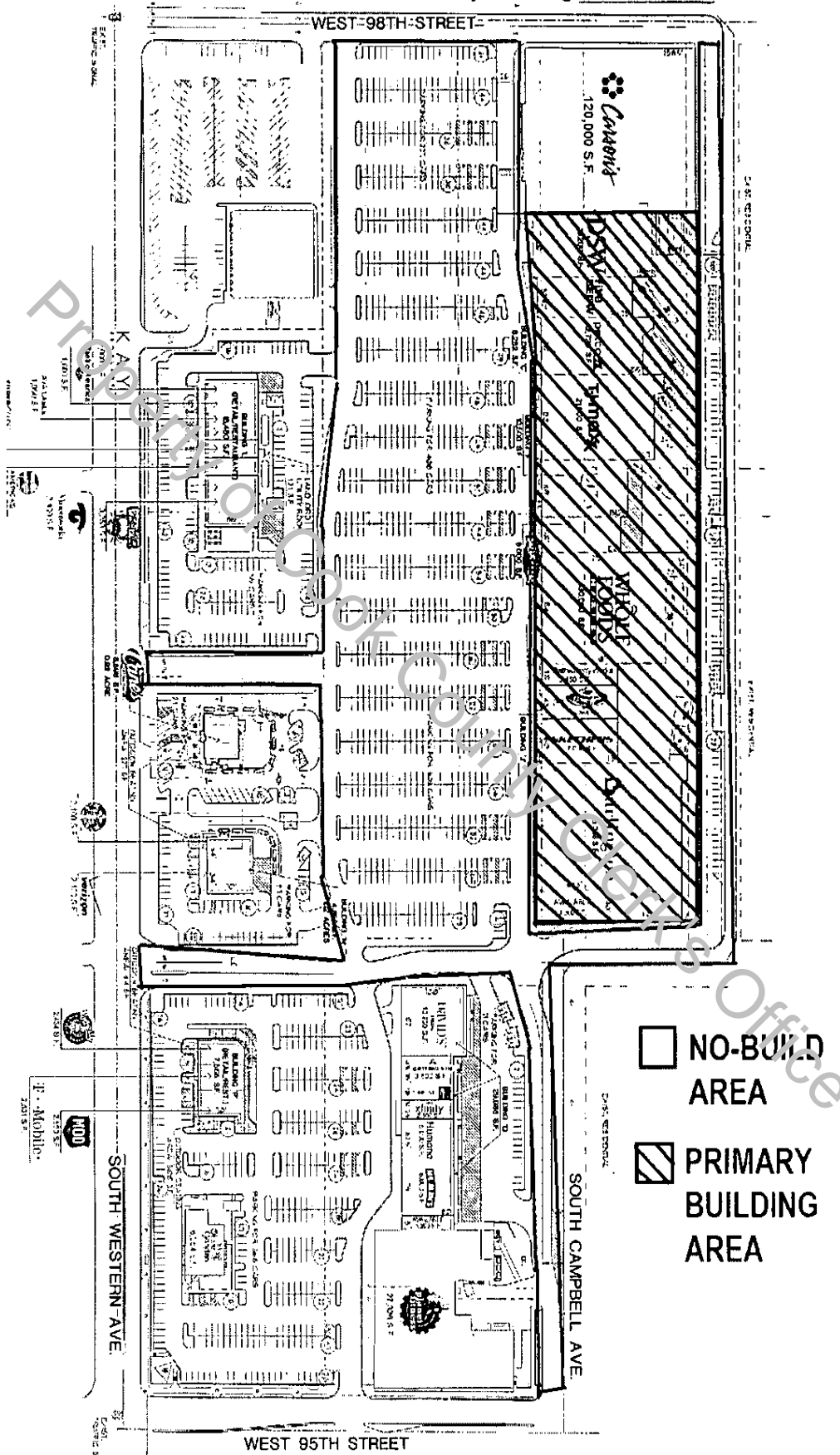
Exhibit G-3
Building S Protected Area

EVERGREEN PLAZA
Evergreen Park, IL
60805



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Exhibit I No-Build Area and Primary Building Area



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COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

Exhibit J
Developer's Continuing Disclosure Report Form

(copy attached)

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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VILLAGE OF EVERGREEN PARK COOK COUNTY, ILLINOIS

TAX-EXEMPT SENIOR LIEN LIMITED SALES TAX REVENUE BONDS SERIES 2019A (EVERGREEN PLAZA DEVELOPMENT PROJECT)

TAXABLE SENIOR LIEN BUSINESS DISTRICT SALES TAX REVENUE BONDS SERIES 2019B (EVERGREEN PLAZA DEVELOPMENT PROJECT)

CUSIP NUMBERS

300313AA1
300313AB9

DEVELOPER'S CONTINUING DISCLOSURE REPORT

To the best of my knowledge:

1) STATUS OF DEVELOPMENT

(i) Material Changes in Information Regarding Development Within the Excise Tax District:
Except for the updates described herein, there have been no material changes in "THE DEVELOPMENT."

(ii) Tenant Updates: The Table on the following page provides an update on the tenants' square footage of space, opening date and renewal leases.

Tenant	Square Feet	% of Total Center	Store Opening Date	Lease Term	Industry

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Totals	385,062	100.0%
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2) INTENTIONALLY DELETED.

3) EXISTENCE OF LEGISLATIVE, ADMINISTRATIVE OR JUDICIAL CHALLENGES

As of _____, 20____, there is no existence of any legislative, administrative or judicial challenges to the construction of improvements of future phases of development in the Business District.

4) INTENTIONALLY DELETED.

5) INTENTIONALLY DELETED.