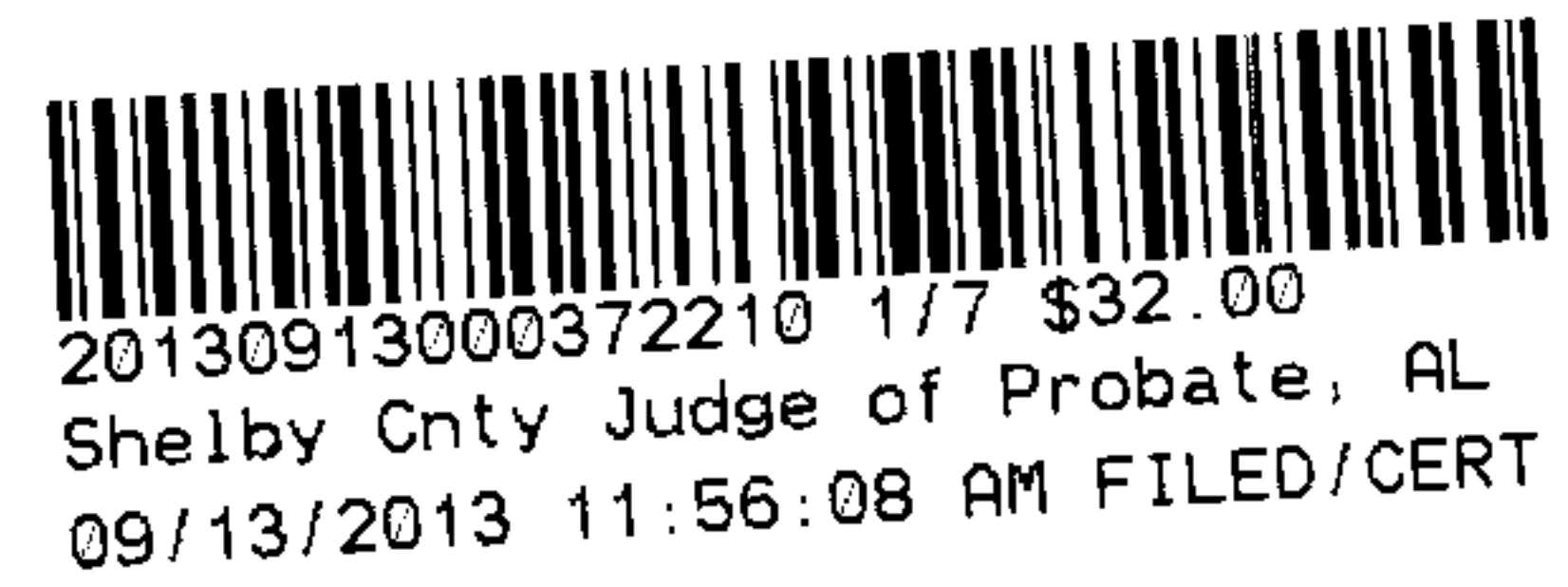




This instrument prepared by:
Chad J. Post
Baker Donelson
420 20th Street North, Suite 1400
Birmingham, AL 35203

**FIRST AMENDMENT TO AGREEMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

This FIRST AMENDMENT TO AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "Amendment") is made effective as of the 3rd day of September, 2013, by (the "Effective Date"), by RUSHMORE LEE BRANCH, LLC, an Illinois limited liability company ("Declarant"), as successor declarant to AIG Baker East Village, L.L.C.

RECITALS

WHEREAS, Declarant is the owner in fee simple of a tract or parcel of land located in the City of Hoover, Shelby County on which a shopping center known as Phase II of the "Lee Branch Shopping Center" and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Shopping Center Tract"); and

WHEREAS, Declarant entered into that certain Agreement of Covenants, Conditions and Restrictions and Grant of Easements, made effective June 21, 2004, is of record at Instrument No. 20040624000345530, Shelby County Judge of Probate's Office (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants contained in this Amendment, Declarant hereby covenants and agrees as follows:

1. Amendment. The Declaration shall be amended as follows:

A. Building Restrictions. Section 3.2(b) of the Declaration is amended to provide that the Floor Area of any Building constructed, placed or erected on Pad D shall not exceed 6,550 square feet. Pad D is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Pad D Tract")

B. Uses.

(i) Section 5.1(a) is hereby deleted in its entirety and the following is substituted in lieu thereof:

"(a) The Pads shall be used for any lawful commercial retail, medical and general office purposes subject only to the restrictions set forth in this Agreement."

(ii) Notwithstanding any provision to the contrary in the Declaration, the Declarant consents, acknowledges and agrees that Owner of Pad D may use Pad D for purposes of providing medical services, dental services, optical services and physical therapy services and general office use.

2. Defined Terms. Capitalized terms in this Amendment not defined herein shall have the same meaning as in the Declaration.

3. No Further Amendments. Except as amended by this Amendment, the Declaration remains unchanged and in full force and effect pursuant to the terms therein. If there is any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control.

4. Recordation. This Amendment shall be recorded in the Shelby County Judge of Probate's Office, for the purpose of providing notice to the public, including without limitation, any and all current and future tenants, lessees or occupants of the Property and any and all other parties affected by the Declaration.

5. Severability. The invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect the remaining covenants, restrictions or other provisions hereof, and the same shall remain in full force and effect.

6. Authority; No Consents Required. Each party executing this Amendment represents and warrants that it has the full power and authority to execute, deliver, and perform the terms of this Amendment, and that this Amendment has been duly authorized and executed by each party, is the legal, valid and binding obligation of the party, and is enforceable as to the party in accordance with its terms. Declarant further represents and warrants that it is the owner of the Shopping Center Tract.

7. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Alabama.

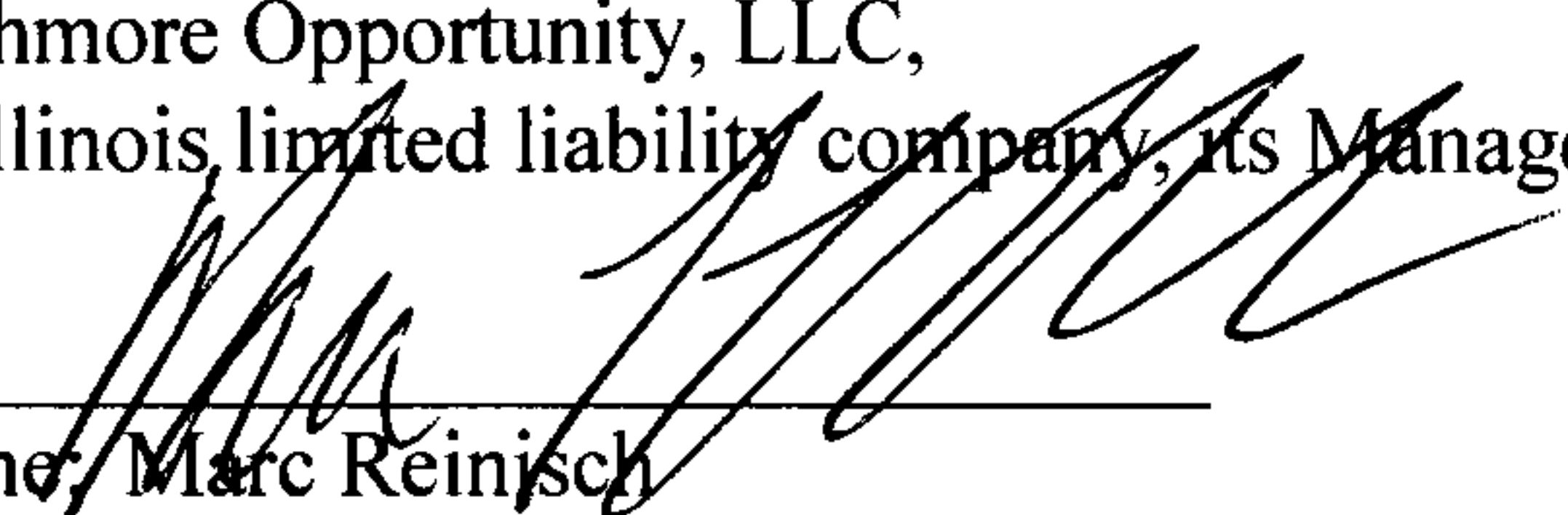
IN WITNESS WHEREOF, this Amendment to be executed by Declarant effective as of the date first set forth above.

Declarant:

RUSHMORE LEE BRANCH, LLC,
an Illinois limited liability company

By: Lee Branch Manager, LLC,
an Illinois limited liability company, its Manager

By: Rushmore Opportunity, LLC,
an Illinois limited liability company, its Manager

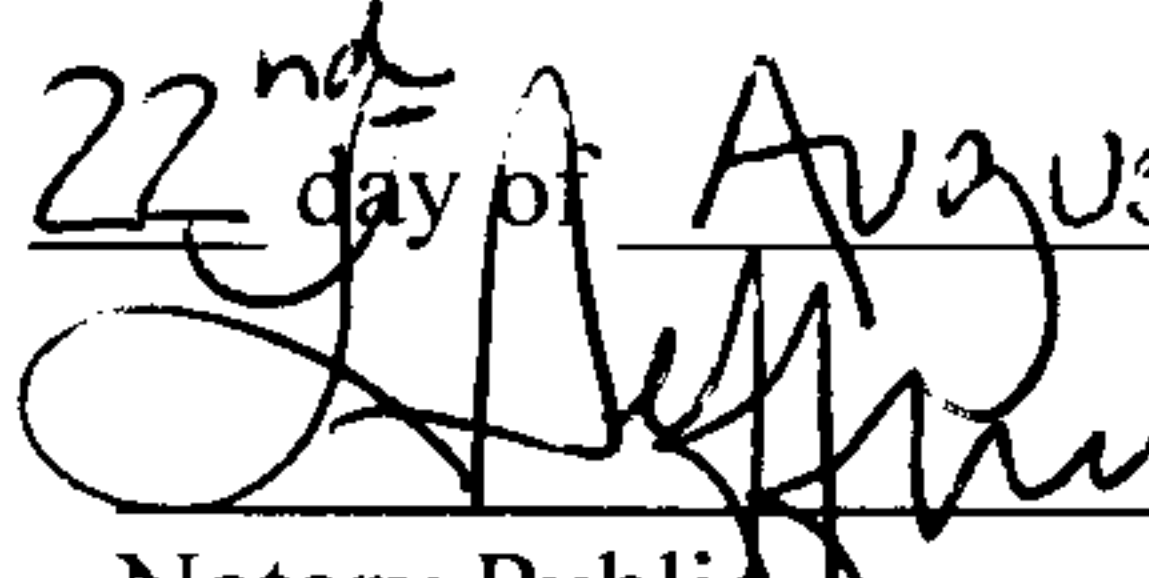
By: 
Name: Marc Reinisch
Title: Manager

ACKNOWLEDGMENT FOR DECLARANT

STATE OF Illinois)
COUNTY OF Cook)

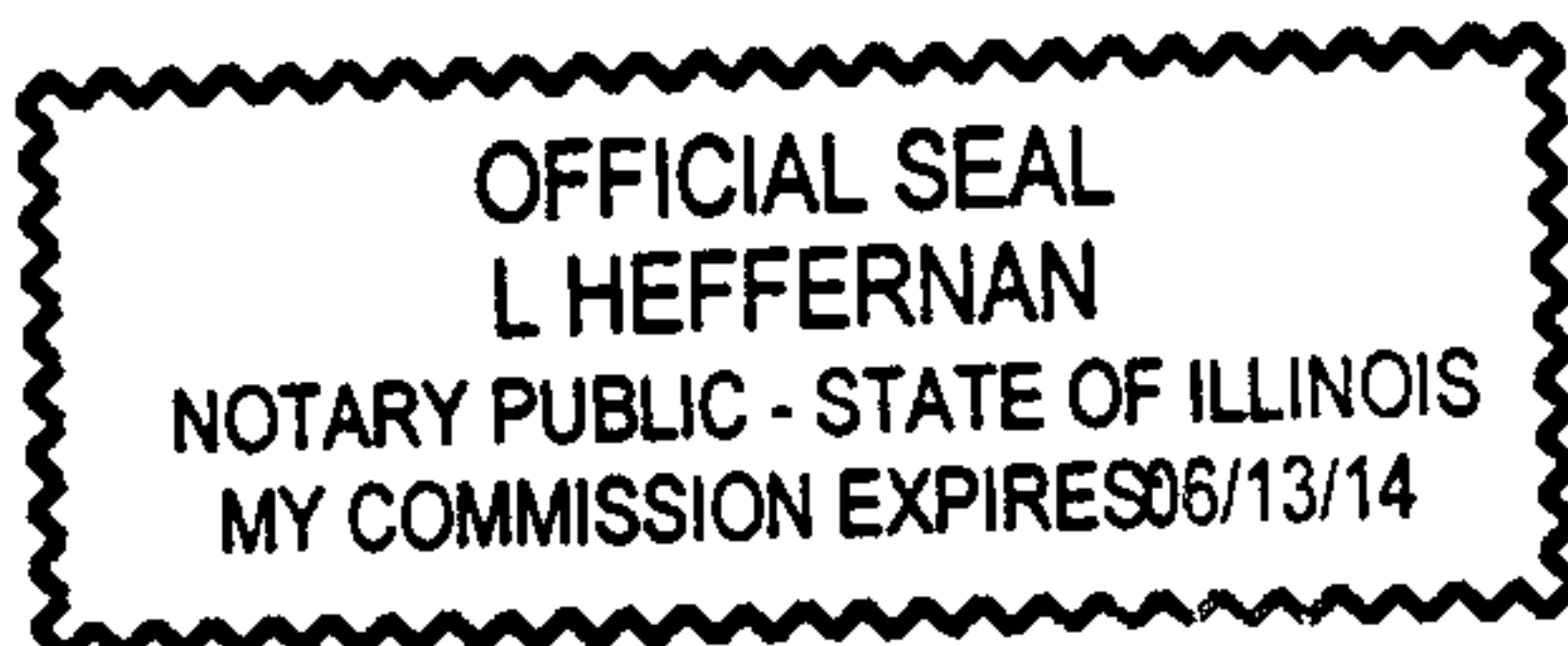
I, a Notary Public in and for said County, in said State, hereby certify that Marc Reinisch whose name as Manager of Rushmore Opportunity, LLC, an Illinois limited liability company, the Manger of Lee Branch Manager, LLC, an Illinois limited liability company, the Manger of RUSHMORE LEE BRANCH, LLC, an Illinois limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and seal this the 22nd day of August, 2013.



Notary Public
My Commission Expires: 6/13/14

[NOTARIAL SEAL]



By its execution below, Doug Baker Center, LLC, as Owner of Pad D, hereby consents to the foregoing Amendment, and all modifications to the Declaration contained therein.

Doug Baker Center, LLC

By: *James A. Thompson*

Name: James A. Thompson

Its: Manager

ACKNOWLEDGMENT FOR OWNER

STATE OF Alabama)

COUNTY OF Shelby)

I, a Notary Public in and for said County, in said State, hereby certify that James A. Thompson whose name as Manager of **Doug Baker Center, LLC**, a(n) AL LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and seal this the 20TH day of August, 2013.

Gady D. Jones
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 18, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]



20130913000372210 4/7 \$32.00
Shelby Cnty Judge of Probate, AL
09/13/2013 11:56:08 AM FILED/CERT

MORTGAGEE'S CONSENT AND SUBORDINATION

PFP III SUB I, LLC, the mortgagee, beneficiary, assignee, lender and secured party, as the case may be, under that certain (i) Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 11, 2012 and recorded with the Shelby County, Alabama recorder's office on September 25, 2012 as Instrument Number 20120925000364850 (the "Mortgage"), and (ii) all other loan documents, security instruments, financing statements or other agreements documenting, evidencing or securing the Mortgage and the loan or loans secured thereunder (collectively, the "Security Documents"), hereby, for itself and its successors and assigns, consents to all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in that certain First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easements (the "Amendment to Declaration") made by Rushmore Lee Branch, LLC, an Illinois limited liability company, and agrees that the rights, titles, interests and liens created in the Mortgage and the Security Documents shall be deemed subject to, inferior and subordinate to all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in the Amendment to Declaration.

Dated this September 3, 2013

MORTGAGEE:

PFP III SUB I, LLC

By: Steven A. Gerstung

Name: Steven A. Gerstung

Title: Authorized Signatory

STATE OF Illinois)
COUNTY OF Cook)

I, a Notary Public in and for said County, in said State, hereby certify that Steven Gerstung whose name as Authorized Signatory of PFP III SUB I, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said Company, on the day the same bears date.

Given under my hand and seal this the 3 day of September, 2013.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: January 6, 2015

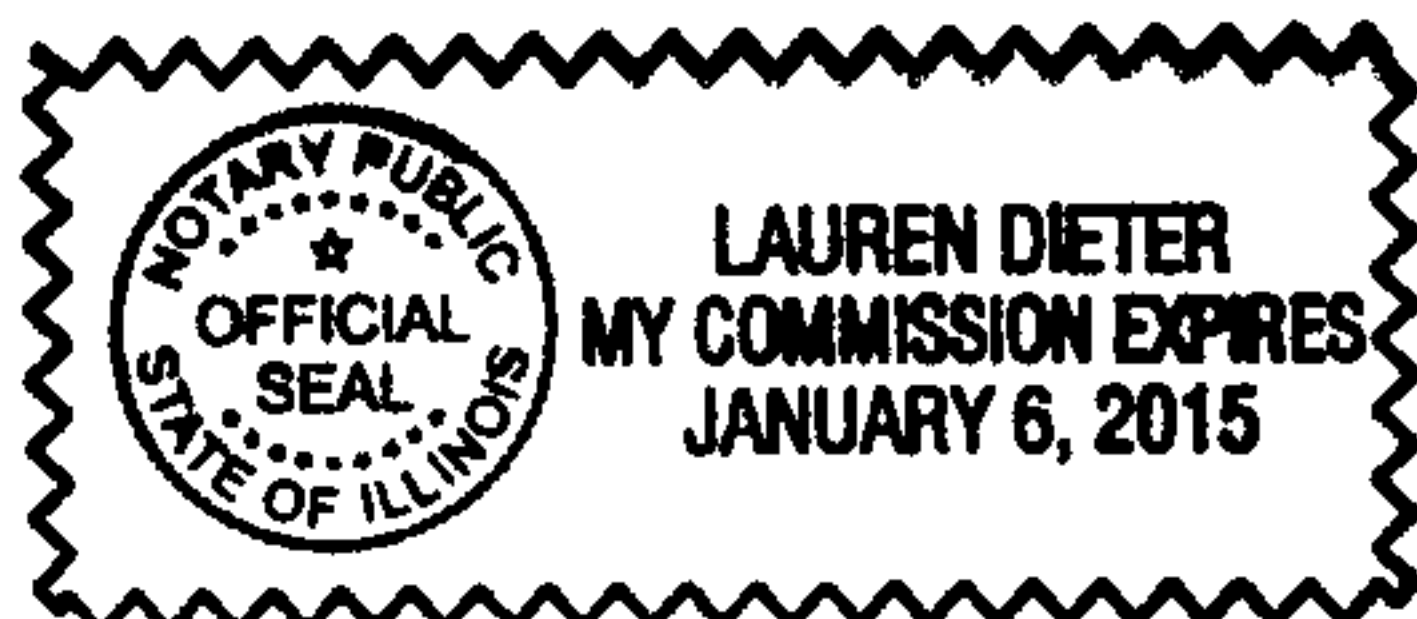


EXHIBIT A

Legal Description of Shopping Center Tract

Lot 1 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, page 130A & 130B, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

Legal Description of Pad D Tract

Lot 3 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1 as recorded in Map Book 31, page 130A & 130B, in the Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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