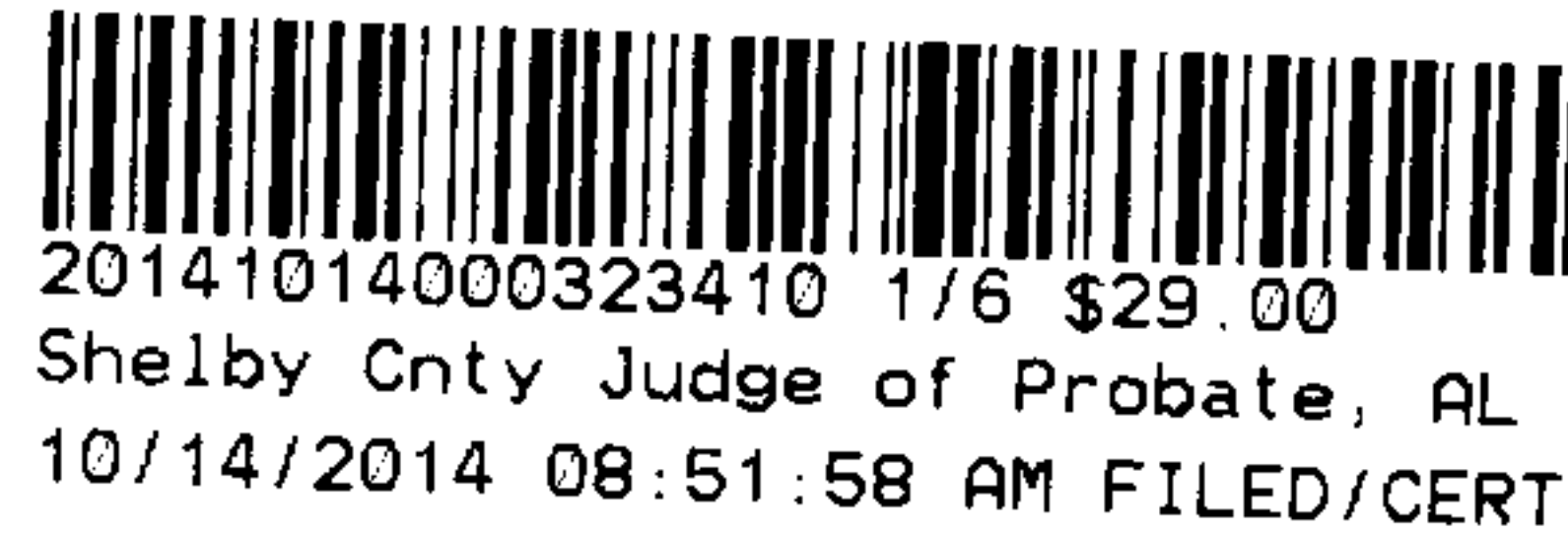


THIS INSTRUMENT IS PREPARED BY,
AND UPON RECORDATION, RETURN TO:

ABRAHAM TRIEGER, ESQ.
2 NORTH LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602



THIS SPACE FOR RECORDER'S USE ONLY

**AMENDMENT NO. 4 TO
DECLARATION OF EASEMENTS AND RESTRICTIONS**

This Amendment No. 4 to Declaration of Easements and Restrictions dated as of September 10, 2014 (this "Amendment") is made by **RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, for itself and its successors and assigns ("Owner"),

RECITALS:

WHEREAS, Owner is the owner of that certain real estate located in the City of Hoover, Shelby County, Alabama, which tracts or parcels of real property are collectively and individually referred to in this Amendment as the "Owner's Real Estate" and are legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, located within, and constituting a portion of, Owner's Real Estate are four parcels of real property which are designated as "Lot 1A", "Lot 1B", "Lot 1C", and "Lot 1D", and are legally described, in Exhibit B attached hereto and made a part hereof;

WHEREAS, as of the date of this Amendment, the Owner's Real Estate and other real property are subject to: (i) that certain Declaration of Easement and Restrictions dated May 26, 2004 being filed for record in the Probate Office of Shelby County, Alabama on June 1, 2004 under Instrument Number 20040601000288850 (sometimes referred to in this Amendment as the "DER"); (ii) that certain Amendment No. 1 to Declaration of Easement and Restrictions dated June 21, 2004 under Instrument Number 20040624000345520; (iii) that certain Amendment to Declaration of Easement and Restrictions dated December ____, 2011 under Instrument Number 20120511000165500; and (iv) that certain Amendment No. 3 to Declaration of Easements and Restrictions dated November 19, 2013 ("Amendment No. 3") under Instrument Number 20140127000026530 (the documents referred to in clauses (i), (ii), (iii) and (iv) of this Recital being collectively referred to in this Amendment as the "Existing Declaration"); and

WHEREAS, Owner desires by this Amendment to amend Amendment No. 3 as set forth in this Amendment.

NOW, THEREFORE, Owner does hereby declare and covenant that Owner and all present and future owners, occupants and other permittees of Owner's Real Estate, and all tracts and parcels of land within the Owner's Real Estate shall be and hereby are subject to the terms, covenants, and conditions set forth in this Amendment.

AGREEMENT

1. Definitions. Unless otherwise expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the respective definitions ascribed to such capitalized terms in the Existing Declaration.

2. Lot 1D CAM Charges.

Notwithstanding anything contained in Amendment No. 3 to the contrary (i) Paragraph 7(b) of Amendment No. 3 shall be applicable to Lot 1D only during the term of the Motion Picture Theatre Lease (as hereinafter defined), and (ii) upon the expiration or earlier termination of the Motion Picture Theatre Lease, Paragraph 7(b) of Amendment No. 3 shall be of no further force or effect, and the Pro Rata Share of CAM Charges with respect to Lot 1D to be paid by the Pad Owner of Lot 1D shall be computed in accordance with Paragraph 7(a) of Amendment No. 3.

3. Definition of "Motion Picture Theatre Lease".


As used in this Amendment, "Motion Picture Theatre Lease" shall mean that certain lease dated December 12, 2003 (as from time to time amended), a Memorandum of which was recorded April 22, 2004 under Instrument Number 20040422000207060.

4. Force and Effect of Amendment. Except as amended pursuant to this Amendment, the Existing Declaration remains in full force and effect.

5. Agreement Runs With the Land. Both the benefits and the burdens of all covenants and restrictions established by this Amendment shall run with and bind the lands described herein, and shall be binding upon and inure to the benefit of any and all Pad Owners thereof and their respective tenants, heirs, successors and assigns.

6. Modification. This Amendment may be modified or amended in whole or in part only by a written and recorded instrument recorded in said public records and signed by Owner and the Pad Owner of Lot 1D (if such Pad Owner is not Owner).

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE AND NOTARY PAGE FOLLOWS]


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Shelby Cnty Judge of Probate, AL
10/14/2014 08:51:58 AM FILED/CERT

IN WITNESS WHEREOF, Owner has executed this Amendment as of the day and year first above written.

RUSHMORE LEE BRANCH, LLC, an Illinois limited liability company

By: [Signature]

Its: Manager

Name: Marc Reinisch

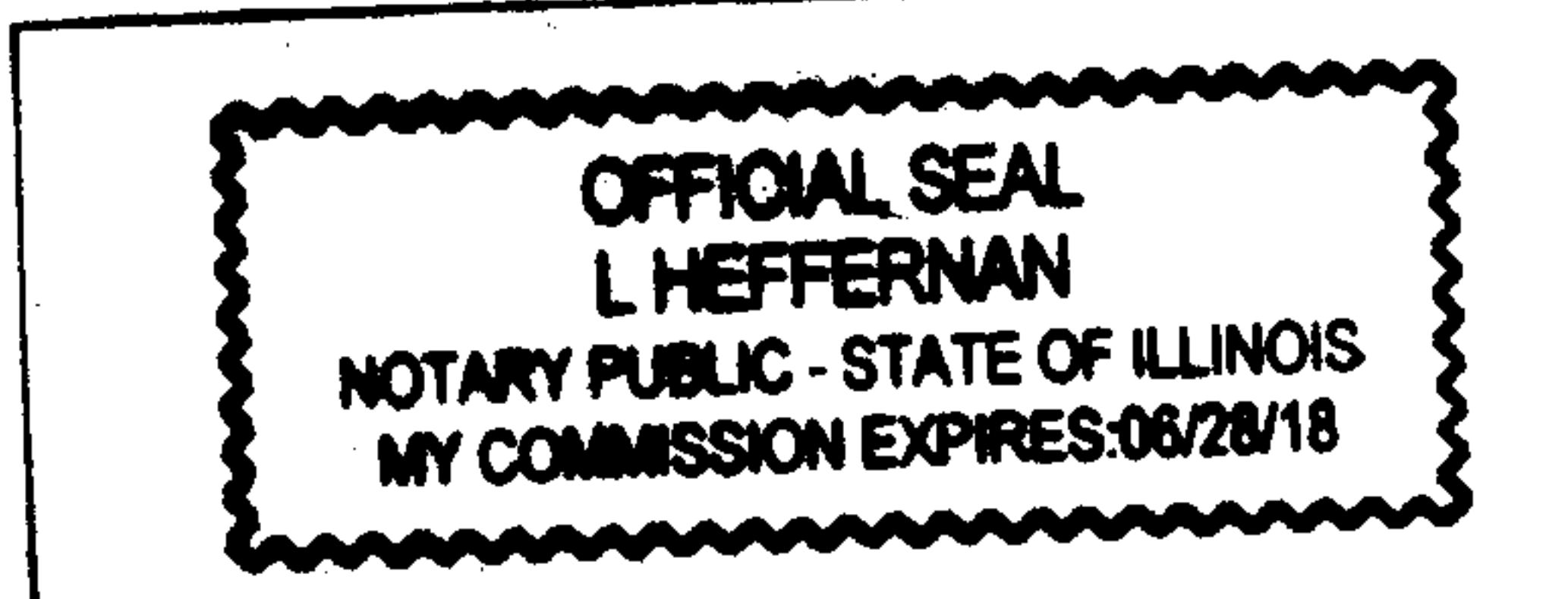
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marc Reinisch, as Manager, of **RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as a free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of September, 2014.

[Signature]
Notary Public

My Commission expires: 6/28/18



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Shelby Cnty Judge of Probate, AL
10/14/2014 08:51:58 AM FILED/CERT

MORTGAGEE'S CONSENT AND SUBORDINATION

PFP III SUB I, LLC (the "Mortgagee"), pursuant to that certain Assignment of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated September 11, 2012 and recorded September 25, 2012 as Instrument No. 20120925000346910 in the Office of Judge of Probate, Shelby County, Alabama, is the mortgagee, beneficiary, assignee, lender and secured party, as the case may be, under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 11, 2012, filed on September 25, 2012 recorded as Instrument No. 20120925000364850, aforesaid records in the original principal amount of \$13,750,000.00 (the "Mortgage"). Mortgagee for itself and its successors and assigns, consents to all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in the foregoing Amendment No. 4 to Declaration of Easements and Restrictions (the "Amendment") made by Rushmore Lee Branch, LLC, an Illinois limited liability company, and agrees that the rights, titles, interests and liens created in the Mortgage shall be deemed subject to, inferior and subordinate to all of the terms, covenants, conditions, provisions, easements, restrictions and agreements contained in the Amendment.

Dated this September 17, 2014.

MORTGAGEE:

PFP III SUB I, LLC

By:

Name:

Title:

Steve Gerstung

STEVE GERSTUNG

AUTHORIZED SIGNATORY

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

This instrument was acknowledged before me on this 17 day of September, 2014, by Steven Gerstung as Authorized Signatory of PFP III SUB I, LLC.

[Signature]
Notary Public

My Commission expires: January 6, 2015



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Shelby Cnty Judge of Probate, AL
10/14/2014 08:51:58 AM FILED/CERT

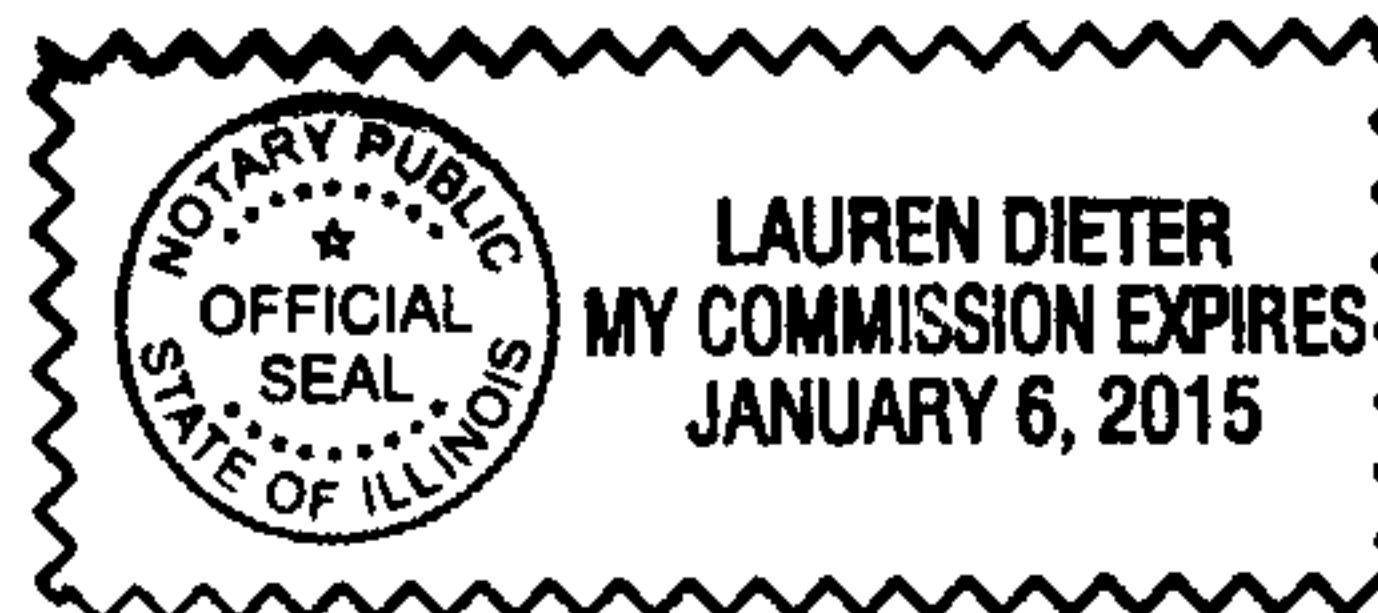


EXHIBIT A

LEGAL DESCRIPTIONS OF OWNER'S REAL ESTATE

PARCEL 2:

LOTS 1, 4, 5, 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE
BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF
LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1- REVISION 1.

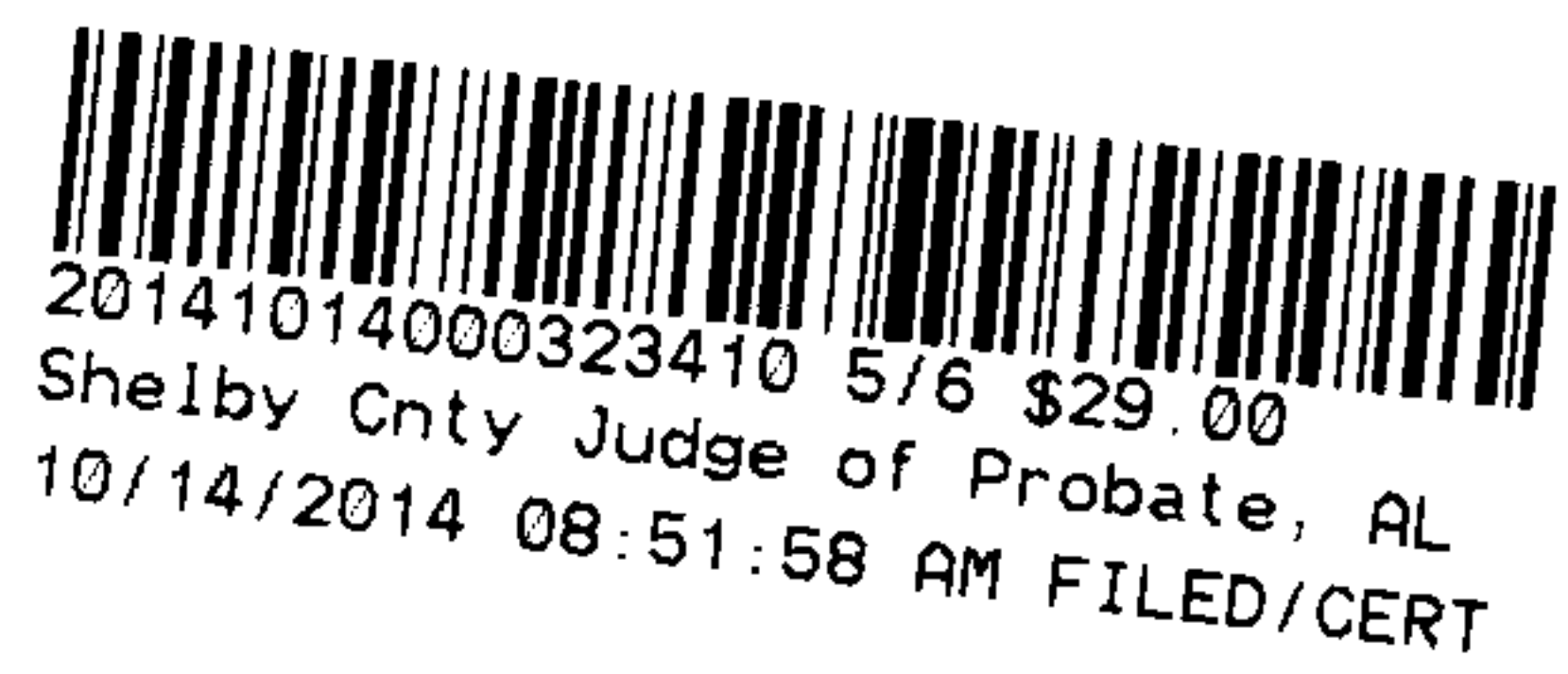


EXHIBIT B

LEGAL DESCRIPTIONS OF LOTS

LOT 1A

LOT 1A, ACCORDING TO A RESURVEY AS RECORDED IN MAP BOOK 43, PAGE 66-A, OF LOT 1, THE VILLAGE AT LEE BRANCH SECTOR 1- PHASE 2 AS RECORDED IN MAP BOOK 33, PAGE 58 IN THE. PROBATE OFFICE OF SHELBY COUNTY ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1 - REVISION 1.

LOT 1B

LOT 1B, ACCORDING TO A RESURVEY AS RECORDED IN MAP BOOK 43, PAGE 66-A, OF LOT 1, THE VILLAGE AT LEE BRANCH SECTOR 1- PHASE 2 AS RECORDED IN MAP BOOK 33, PAGE 58 IN THE. PROBATE OFFICE OF SHELBY COUNTY ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1 - REVISION 1.

LOT 1C

LOT 1C, ACCORDING TO A RESURVEY AS RECORDED IN MAP BOOK 43, PAGE 66-A, OF LOT 1, THE VILLAGE AT LEE BRANCH SECTOR 1- PHASE 2 AS RECORDED IN MAP BOOK 33, PAGE 58 IN THE. PROBATE OFFICE OF SHELBY COUNTY ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1 - REVISION 1.

LOT 1D

LOT 1D, ACCORDING TO A RESURVEY AS RECORDED IN MAP BOOK 43, PAGE 66-A, OF LOT 1, THE VILLAGE AT LEE BRANCH SECTOR 1- PHASE 2 AS RECORDED IN MAP BOOK 33, PAGE 58 IN THE. PROBATE OFFICE OF SHELBY COUNTY ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1 - REVISION 1.



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Shelby Cnty Judge of Probate, AL
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