

Document Number

SECOND AMENDMENT TO  
EASEMENTS WITH COVENANTS  
AND RESTRICTIONS AFFECTING  
LAND

SEE ATTACHED

Recording Area

Name and Return Address

Fine and Block Attorneys  
Attention: Bret L. Block, Esq.  
2060 Mount Paran Road, NW  
Suite 106  
Atlanta, Georgia 30327

80-4-222-271-0301,  
80-4-222-271-0302,  
80-4-222-271-0303,  
80-4-222-271-0304,  
80-4-222-271-0305,  
80-4-222-271-0306,  
80-4-222-271-0307,  
80-4-222-271-0308,  
80-4-222-271-0309,  
80-4-222-271-0310,  
80-4-222-271-0311,  
80-4-222-271-0312,  
80-4-222-271-0313,  
80-4-222-271-0314,  
80-4-222-271-0315,  
80-4-222-271-0316,  
80-4-222-271-0317,  
80-4-222-271-0318,  
80-4-222-271-0325,  
80-4-222-271-0321,  
80-4-222-271-0322,  
80-4-222-271-0323, and 80-4-222-271-0324

Parcel Identification Number (PIN)

**SECOND AMENDMENT TO EASEMENTS WITH COVENANTS  
AND RESTRICTIONS AFFECTING LAND**

**THIS SECOND AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND** (this "Amendment"), by and among **BANK OF AMERICA, N.A.** ("BOA"), **SAM'S REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Sam's"), **SAM'S EAST, INC.**, an Arkansas corporation ("Sam's East"), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart Trust"), **UNITED HOSPITAL SYSTEM, INC.**, a Wisconsin 503 (c) (3) Corporation ("United"), and **RCG-SOMERS, LLC**, a Georgia limited liability company ("RCG"), is made and entered into, effective as of the \_\_\_\_\_ day of December, 2014. Sam's and Wal-Mart Trust are collectively referred to herein as "Wal-Mart".

WITNESSETH

WHEREAS, Somers Market Center LLC, a Delaware limited liability company ("Original Developer"), Sam's East and Wal-Mart Stores East, L.P. entered into a certain Easements with Covenants and Restrictions Affecting Land dated October 2, 2007, recorded as Document No. 1536042 in the records of the Register of Deeds of Kenosha County, Wisconsin, as amended by that certain First Amendment to Easements with Covenants and Restrictions Affecting Land, recorded as Document No. 1586682, aforesaid records (as amended from time to time, the "ECR") for the development of certain land in the Town of Somers, Kenosha County, Wisconsin (the "Property"), as more particularly described in the ECR (Capitalized terms not defined herein shall have the meanings ascribed to them in the ECR);

WHEREAS, Wal-Mart Stores East, L.P. conveyed its interests in the Property to Wal-Mart Trust;

WHEREAS, Sam's East conveyed its interests in Lot 2 to Sam's, and Sam's East continues to own Lot 6;

WHEREAS, BOA is the successor-in-title to a portion of the Property originally owned by Original Developer;

WHEREAS, BOA conveyed its interest in Lots 19 and 20 to United;

WHEREAS, BOA is contemporaneously herewith conveying its interest in Lots 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and Outlots 1, 2, 3, and 4 (individually, a "RCG Parcel" and collectively the "RCG Parcels") to RCG;

WHEREAS, the parties hereto are all of the owners of the Property; and

WHEREAS, each party hereto desires to amend the ECR, as more particularly provided herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

1. Developer. The current Developer is deemed to be RCG. The Developer may from time to time designate the owner of an RCG Parcel or a group of RCG Parcels as its successor Developer by recording such a designation instrument with the Register of Deeds of Kenosha County, Wisconsin, in which event such designated owner shall become the Developer. The Developer shall not be liable for the acts or the omissions of a prior or a subsequent Developer.
2. RCG Parcel Amendment Rights. While RCG is the Developer, RCG shall have the right, power, and authority to enter into a future amendment of the ECR on behalf of the RCG Parcels (a "Future Amendment") by executing and delivering the Future Amendment, which Future Amendment shall be binding upon each RCG Parcel even if RCG is not the then-current owner of such RCG Parcel, which then-current owner approval or consent shall not be required unless such Future Amendment shall have a material, adverse effect upon the rights or obligations of the then-current owner of an RCG Parcel in RCG's reasonable judgment.
3. Miscellaneous. Except as specifically modified hereby, the ECR shall continue in full force and effect. This Amendment shall be construed, interpreted, and enforced under the laws of the State of Wisconsin. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns under the Agreement. In the event of any conflict between the terms of this Amendment and the terms of the ECR, the terms of this Amendment shall govern and control. This Amendment may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Amendment.

The parties hereto have signed this Amendment as of the dates set forth beneath their signatures.

[Signatures continue on following page]

**BOA:**

**BANK OF AMERICA, N.A.**

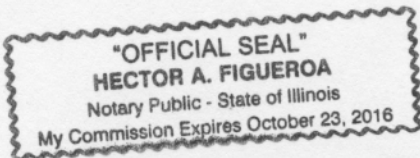
By: Tyler Hilsabeck  
Name: Tyler Hilsabeck  
Title: Vice President

[Signatures continue on following page]

STATE OF ILLINOIS }  
COUNTY OF COOK } ss  
}

The foregoing instrument was acknowledged before me this 19 day of DECEMBER, 2014, by Hector Figueroa Banker of Bank of America, N.A.

(Seal and Expiration Date)



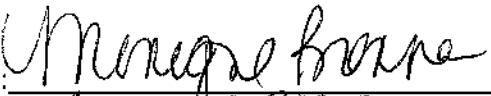
A handwritten signature in black ink, likely belonging to the Notary Public, Hector A. Figueroa.

Notary Public  
State of ILLINOIS  
My Commission Expires: 10/23/2016

[Signatures continue on following page]

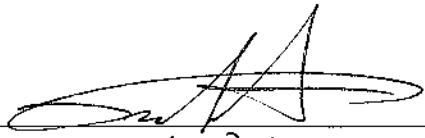
**WAL-MART:**

**SAM'S REAL ESTATE BUSINESS TRUST**, a  
Delaware statutory trust

By:   
Name: Monique Brennan  
Title: Sr mgr. Leve Adm.

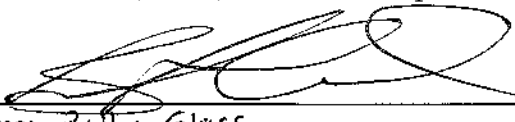
Date of Execution: Dec 22, 2014

**WAL-MART REAL ESTATE BUSINESS  
TRUST**, a Delaware statutory trust

By:   
Name: Travis L. Rodgers  
Title: Sr manager IT

Date of Execution: Dec 22, 2014

**SAM'S EAST, INC.**, a Arkansas corporation

By:   
Name: Billy Glass  
Title: Senior manager IT

Date of Execution: Dec 22, 2014

[Remainder of page left blank; Signatures continue on next page]

STATE OF ARKANSAS

}  
}  
} ss  
}

COUNTY OF BENTON

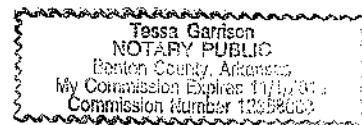
The foregoing instrument was acknowledged before me this 22 day of December, 2014, by Monique Brenner, Sr. Mgr. Lease Admin of Sam's Real Estate Business Trust, a Delaware statutory trust, on behalf of said trust.

Tessa Garrison

Notary Public

State of Arkansas

My Commission Expires: 11/1/2014



STATE OF ARKANSAS

}  
}  
} ss  
}

COUNTY OF BENTON

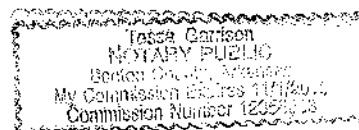
The foregoing instrument was acknowledged before me this 22 day of December, 2014, by Travis L. Rodgers, Sr. Manager II of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of said trust.

Tessa Garrison

Notary Public

State of Arkansas

My Commission Expires: 11/1/2014



STATE OF ARKANSAS

}  
}  
} ss  
}

COUNTY OF BENTON

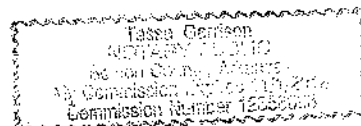
The foregoing instrument was acknowledged before me this 22 day of December, 2014, by Billy Glass, Senior Manager of Sam's East, Inc., an Arkansas corporation, on behalf of said corporation.

Tessa Garrison

Notary Public

State of Arkansas

My Commission Expires: 11/1/2014



**UNITED:**

**UNITED HOSPITAL SYSTEM INC.**

By: Richard O. Schmidt, Jr.  
Name: Richard O. Schmidt, Jr.  
Title: President & CEO

Date of Execution: 12/22, 2014

[Remainder of page left blank; Signatures continue on next page]



STATE OF Wisconsin }  
COUNTY OF Kenosha } ss

The foregoing instrument was acknowledged before me this 22 day of December, 2014, by Richard O. Schmidt, Jr., Pres. & CEO, of United Hospital System Inc.

Becky Carol Gammon  
Notary Public  
State of Wisconsin  
My Commission Expires: January 31, 2016

[Signatures continue on following page]

**RCG:**

**RCG-SOMERS, LLC**, a Georgia limited liability company

By: RCG Ventures Fund III, LP, a Georgia limited partnership, its sole member and manager

By: RCG Ventures Fund III GP, LLC, a Georgia limited liability company, its general partner

By: 

Bradley R. Garner, its Executive Vice President

[Signatures continue on following page]

STATE OF Georgia }  
COUNTY OF Fulton } ss

The foregoing instrument was acknowledged before me this 22 day of December, 2014, by Bradley R. Garner, who is the Executive Vice President of RCG-VENTURES FUND III, GP, LLC, a Georgia limited liability company, which entity is the general partner of RCG Ventures Fund III, LP, a Georgia limited partnership, which entity is the sole member and manager of RCG-Somers, LLC, a Georgia limited liability company.



Michelle Rooks Usey  
Notary Public  
State of Georgia  
My Commission Expires: 10-01-2018

**CONSENT TO AND JOINDER IN THAT CERTAIN  
SECOND AMENDMENT TO EASEMENTS WITH  
COVENANTS AND RESTRICTIONS AFFECTING LAND**

The undersigned, being the "Grantee", "Secured Party", and/or "Lender" with respect to the RCG Parcels (as said term is defined in the instrument to which this consent and joinder is attached), hereby consents to the within and foregoing Second Amendment to Easements with Covenants and Restrictions Affecting Land to which this consent and joinder is attached, and solely for the purpose of subordinating the interest of the undersigned to the conveyance of the easements and establishment of the restrictions as set forth therein.

Executed under seal this 22 day of December, 2014.

STATE BANK & TRUST COMPANY

By: [Signature]  
Its: Senior Vice President

(BANK SEAL)

STATE OF Georgia }  
COUNTY OF Fulton } ss

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 2014, by Will Rivenbark, SVP of State Bank & Trust Company.

[Signature: Kirsten Michael]  
Notary Public  
State of Georgia  
My Commission Expires: 5/19/17

