

03 R17612

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FILED FOR RECORD
BOONE COUNTY, IL.

2003 OCT 10 PM 2:12

Angela K. Schneider
COUNTY RECORDER

-----Reserved for Recording Data-----

This instrument was prepared by
and after recording return to:

Belvidere, IL (Store No. 2297)

D. Albert Daspin
Holand & Knight LLC
One Mid America Plaza, Suite 1000
Oakbrook Terrace, Illinois 60181-4710

**RESTRICTIVE COVENANT AND
RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RESTRICTIVE COVENANT AND RIGHT OF FIRST REFUSAL AGREEMENT
(this "Agreement"), is made as of OCTOBER 10, 2003, by and between K-B Farms, Inc., a
Delaware corporation ("K-B Farms"), Wal-Mart Stores, Inc., a Delaware corporation ("Wal-Mart"), and
Landmark Financial Group, Inc., a Delaware corporation ("Landmark").

RECITALS:

A. K-B Farms intends to subdivide a parcel of real estate located in Boone County, Illinois, which is depicted on the site plan ("Site Plan") attached hereto as Exhibit B and made a part hereof.

B. By that certain Purchase Agreement dated as of May 12, 2003 (as amended from time to time, the "Purchase Agreement"), by and between K-B Farms, as seller, and Wal-Mart, as purchaser, K-B Farms agreed to sell to Wal-Mart and Wal-Mart agreed to purchase from K-B Farms all of K-B Farm's right, title and interest in and to (i) future Lot 12 as depicted on the Site Plan and legally described on Exhibit A attached hereto and made a part hereof ("Wal-Mart Site"), and (ii) future Lots 1, 2, and 3 as shown on the Site Plan and legally described on Exhibit A (the "Wal-Mart Outparcels"; the Wal-Mart Site and the Wal-Mart Outparcels, together with the buildings and improvements thereon, if any, are hereinafter collectively referred to as the "Premises").

PTC 32468T1 (2)

C. K-B Farms is the owner of future Lots 4, 5, 6, 7, 8, 9, 10, 13, 14, 15 and 16 depicted on the Site Plan and legally described on Exhibit C attached hereto and made a part hereof, and, and is the owner of any buildings and improvements thereon (said future Lots, together with the buildings and improvements thereon, if any, are hereinafter collectively referred to as the "Retained Tract").

D. Pursuant to Paragraph 27 of the Purchase Agreement and as a material inducement for K-B Farms to enter into the Purchase Agreement, Wal-Mart agreed that, except for facilities within a Wal-

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Marl type store or similar store on the Wal-Mart Site ("In-Store Facilities"), the Premises shall not be used to operate a bank, mortgage company or credit union (collectively, "Banking Activities"), upon and subject to the conditions and limitations more particularly described herein.

E. In addition, pursuant to Paragraph 27 of the Purchase Agreement, K-B Farms and Wal-Mart agreed that Wal-Mart shall grant to Landmark and its operating subsidiaries (collectively, "Landmark Group"), a right of first refusal with respect to Banking Activities in In-Store Facilities during the five (5) year period commencing on the date of Closing (as defined in the Purchase Agreement), upon and subject to the conditions and limitations more particularly described herein.

F. Paragraph 27 of the Purchase Agreement provides that K-B Farms and Wal-Mart shall execute and deliver an agreement in recordable form memorializing the restrictions and right of first refusal set forth in said Paragraph 27.

G. This Agreement constitutes the agreement contemplated by Paragraph 27 of the Purchase Agreement.

H. Concurrently herewith, K-B Farms has conveyed all of K-B Farm's right, title and interest in and to the Premises to Wal-Mart by Special Warranty Deed.

NOW, THEREFORE, to effect the terms of the Purchase Agreement, and in consideration of the foregoing premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, K-B Farms, Wal-Mart and Landmark hereby agree as follows:

1. **Restriction.** Except for In-Store Facilities, the Premises, or any part thereof, shall not be used for Banking Activities.

2. **Right of First Refusal.** If, on or before October 10, 2008, Wal-Mart receives a bona fide, written offer (the "Offer") from a third party to provide Banking Activities in In-Store Facilities, which Offer Wal-Mart is willing to accept, then Wal-Mart shall give Landmark prompt written notice of the Offer and shall give Landmark either (i) a description of the material terms and conditions of such Offer or (ii) a copy of the Offer. Landmark shall have until the expiration of the Offer to accept the Offer.

Offer, or (ii) a copy of the Offer. Landmark shall have twenty (20) business days from the date of receipt of the Offer to notify Wal-Mart in writing that any member of the Landmark Group so designated by Landmark will provide Banking Activities in In-Store Facilities upon and subject to all of the terms and conditions set forth in the Offer. In the event Landmark does not notify Wal-Mart that a designated member of the Landmark Group desires to provide Banking Activities in In-Store Facilities within the 20-business day period prescribed herein, Wal-Mart may accept an offer from a third party to provide Banking Activities in In-Store Facilities on terms and conditions set forth in the offer or on terms of conditions which are not more favorable to such other party than those set forth in the Offer and, in either event, Landmark shall have no further right to provide Banking Activities in In-Store Facilities.

3. **Remedies.** In the event of any breach or default of Wal-Mart of its covenants contained in this Agreement, K-B Farms and Landmark, as the case may be, shall have all available rights and remedies provided at law or in equity, including, without limitation, the right to seek injunctive relief.

4. **Benefit and Binding Effect.** This Agreement shall constitute a covenant running with the land and shall be binding upon Wal-Mart and its successors and assigns and shall inure to the benefit of K-B Farms, as owner of the Retained Tract, and any purchaser thereof, to whom K-B Farms specifically assigns the rights granted to K-B Farms hereunder by recorded instrument.

5. **Entire Agreement.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties to this Agreement, which is recorded in the office of the Recorder of Deeds of Boone County, Illinois. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

7. **Partial Invalidity.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such event, the parties shall diligently proceed to revise this Agreement in order to memorialize such purpose and intent.

8. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

9. **Notices.** Any notice required or permitted to be given by any party shall be given by certified mail, return receipt requested, by nationally recognized overnight courier, or by personal delivery addressed as follows:

If to K-B Farms:

K-B Farms, Inc.
c/o Gregory Brown
DareCloud Development, Inc.
1700 North Alpine Road, Suite 311
Rockford, IL 61107-1450

with a copy to:

D. Albert Daspir
Holland & Knight, LLC
One Mid America Plaza, Suite 1000
Oakbrook Terrace, IL 60181-4710
Phone: 630/954-7544
Fax: 630/954-2112

If to Wal-Mart:

Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, AR 73716-0550
Attn: Richard H. Martin
with copy: Caroline Bisio, Real Estate Mgr.

with a copy to:

John S. Elias
Elias, Meghinnes, Riffle
& Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

If to Landmark:

Landmark Financial Group, Inc.
600 S. State Street
Belvidere, IL 61008

with a copy to:

D. Albert Daspin
Holland & Knight, LLC
One Mid America Plaza, Suite 1000
Oakbrook Terrace, IL 60181-4710

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All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused its name to be signed to those presents the day and year first above written.

[Signature page follows.]

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Restrictive Covenant and Right of First Refusal Agreement

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K-B FARMS:

K-B Farms, Inc.

By:

Name:

is:

STATE OF Illinois
COUNTY OF Winnebago

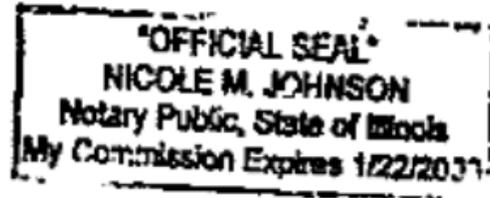
I, Nicole M. Johnson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT R. Robert Funderburg, Jr., the President of K-B Farms, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of October, 2003.

Nicole M. Johnson
Notary Public

My Commission Expires: 1/22/06

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Restraintive Covenant and Right of First Refusal Agreement

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Order: 3240 Comment:

WAL-MART:

Wal-Mart Stores, Inc.

By [Signature]

Name: Kim Lane

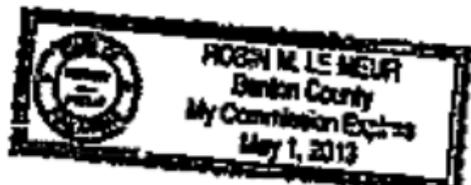
Its: Assistant Vice President

STATE OF Arkansas
COUNTY OF Benton) ss.

I, Robin M. Lemaur, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Kim Lane, Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, personally known to me to

be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of October, 2012.



[Signature]
Notary Public

My Commission Expires: 5-1-2013

Approved as to legal terms only
by DJM
WAL-MART LEGAL DEPT.
Date: 10.6.03

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LANDMARK:

Landmark Financial Group, Inc.

By: [Signature]

Name: R. Robert Funderburg, Jr.

Its: President

STATE OF Illinois
COUNTY OF Winnebago ss.

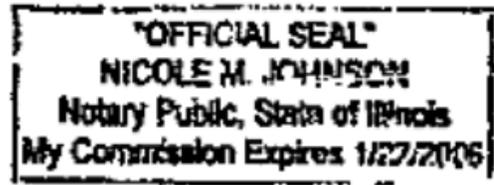
I, Nicole M. Johnson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT R. Robert Funderburg, Jr. of _____, Landmark Financial Group, Inc., a(n) Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of October, 2013

[Signature]
Notary Public

My Commission Expires: 1/22/14

My Commission Expires 1/27/2006



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Restrictive Covenant and Right of First Refusal Agreement

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Exhibit A

LEGAL DESCRIPTION OF THE PREMISES

PROPOSED LOT 1 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 1491.76 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North line of the Northwest Quarter of said Section 6, a distance of 275.19 feet; thence South 1 degree 15 minutes 58 seconds East, a distance of 217.38 feet; thence South 89 degrees 25 minutes 13 seconds West, a distance of 275.19 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of 217.38 feet to the Point of Beginning, containing 59,817 square feet (1.373 acres), more or less, subject to the rights of the public to the Northerly 33 feet thereof.

PROPOSED LOT 2 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 1216.74 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North line of the Northwest Quarter of said Section 6, a distance of 275.02 feet; thence South 1 degree 15 minutes

58 seconds East, a distance of 217.38 feet; thence South 89 degrees 25 minutes 13 seconds West, a distance of 275.02 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of 217.38 feet to the Point of Beginning, containing 59,780 square feet (1.372 acres), more or less, subject to the rights of the public to the Northerly 33 feet thereof.

PROPOSED LOT 3 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 941.73 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North line of the Northwest Quarter of said Section 6, a distance of 275.02 feet; thence South 1 degree 15 minutes 58 seconds East, a distance of 217.38 feet; thence South 89 degrees 25 minutes 13 seconds West, a distance of 275.02 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of

A-1 Restrictive Covenant and Right of First Refusal Agreement

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PROPOSED LOT 10 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 1,766.95 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 275.03 feet; thence South 1 degree 15 minutes 58 seconds East, a distance of 243.84 feet; thence North 74 degrees 14 minutes 14 seconds West, a distance of 17.22 feet to a point of curvature; thence Westerly on a circular curve whose radius is 535.00 feet and whose center lies to the South, the long chord of which curve bears North 82 degrees 24 minutes 30 seconds West, a chord distance of 152.08 feet to a point of tangency; thence South 89 degrees 25 minutes 13 seconds West, a distance of 108.29 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of 217.38 feet to the Point of Beginning, containing 61,251 square feet (1.405 acres), more or less, subject to the rights of the public to the Northerly 33 feet thereof.

PROPOSED LOT 13 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section

b, a distance of 2,458.19 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 47.66 feet to a point in the East line of the premises conveyed by The Peoples Bank of Belvidere to Keene-Belvidere Canning Company by Warranty Deed recorded May 2, 1935 in Book 90 of Deeds on Page 101 in the Recorder's Office of Boone County, Illinois; thence South 1 degree 20 minutes 25 seconds East on the East line of said premises, a distance of 305.15 feet; thence South 89 degrees 31 minutes 00 seconds West, a distance of 61.91 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of 296.32 feet; thence North 56 degrees 57 minutes 03 seconds East, a distance of 16.25 feet to the Point of Beginning, containing 18,759 square feet (0.431 acres), more or less, subject to the rights of the public to the Northerly 33 feet thereof.

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PROPOSED LOT 14 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

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217.36 feet to the Point of Beginning, containing 59,780 square feet (1.372 acres), more or less, subject to the rights of the public to the Northwest 1/4 thereof.

PROPOSED LOT 12 OF GATEWAY CENTER

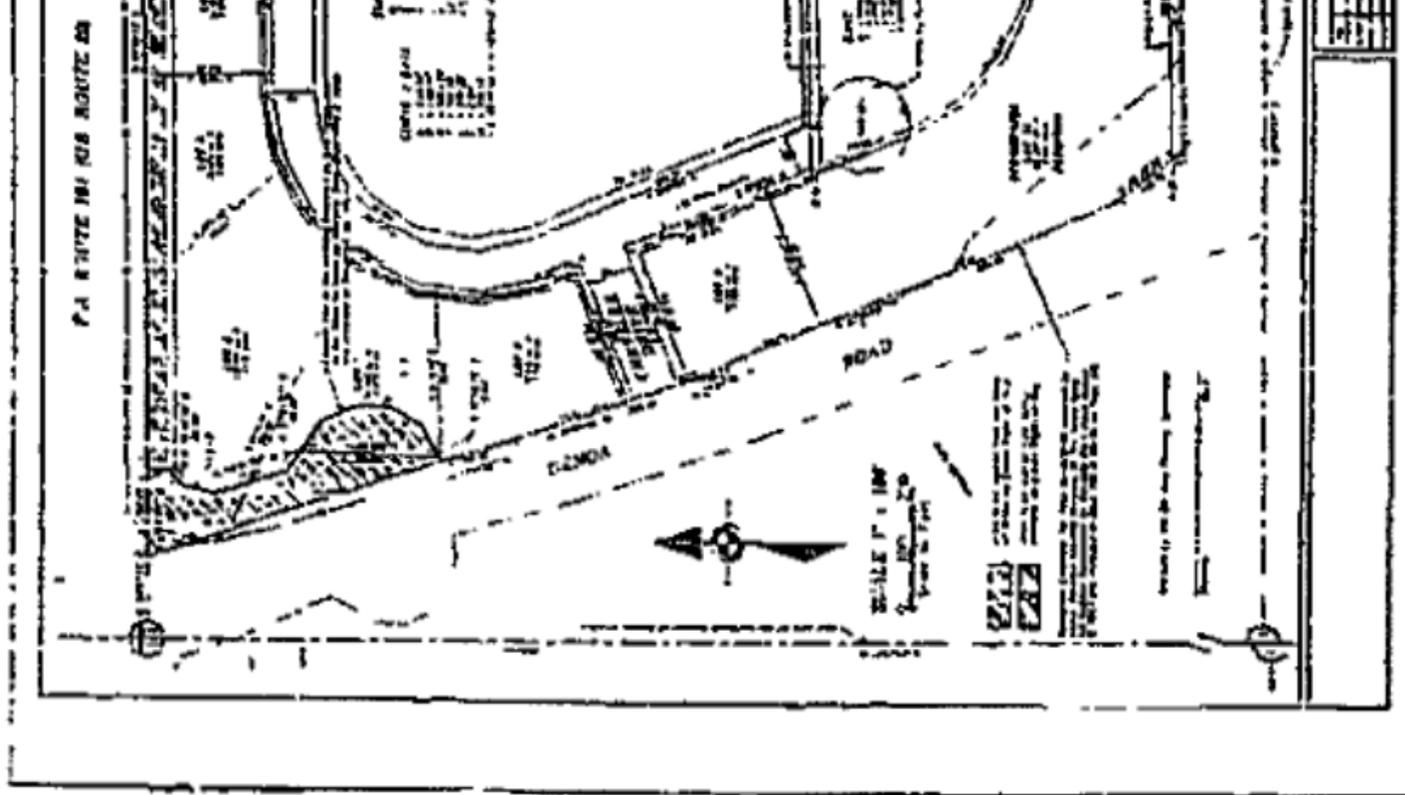
Part of the Northwest Quarter of Section 6, Township 41 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 916.17 feet; thence South 0 degrees 34 minutes 47 seconds East perpendicular to the last described course, a distance of 287.36 feet to the Point of Beginning for the hereinafter described parcel of land; thence North 89 degrees 25 minutes 13 seconds East parallel with the North Line of the Northwest Quarter of said Section 6, a distance of 859.14 feet; thence South 1 degree 20 minutes 55 seconds East, a distance of 943.36 feet; thence South 88 degrees 39 minutes 05 seconds West, a distance of 925.71 feet; thence North 22 degrees 07 minutes 09 seconds West, a distance of 520.79 feet to a point of curvature; thence Northeasterly on a circular curve whose radius is 265.00 feet and whose center lies to the East, the long chord of which curve bears North 33 degrees 39 minutes 02 seconds East, a chord distance of 438.20 feet to the Point of Beginning, containing 879,941 square feet (20,201 acres), more or less.

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Exhibit C

LEGAL DESCRIPTION OF THE RETAINED TRACT

PROPOSED LOT 4 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 596.96 feet to the Point of Beginning for the hereinafter described parcel of land, thence continuing North 89 degrees 25 minutes 13 seconds East on the North line of the Northwest Quarter of said Section 6, a distance of 344.75 feet; thence South 1 degree 15 minutes 58 seconds East, a distance of 217.38 feet; thence South 89 degrees 25 minutes 13 seconds West, a distance of 28.15 feet to a point of curvature; thence Southwesterly on a circular curve whose radius is 335.00 feet and whose center lies to the South, the long chord of which curve bears South 78 degrees 22 minutes 29 seconds West, a chord distance of 128.37 feet; thence North 39 degrees 11 minutes 22 seconds West, a distance of 309.64 feet to the Point of Beginning, containing 57,614 square feet (1.323 acres), more or less, subject to the rights of the public to the Northerly 33 feet thereof.

PROPOSED LOT 5 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89

degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 138.78 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North line of the Northwest Quarter of said Section 6, a distance of 458.19 feet; thence South 39 degrees 11 minutes 22 seconds East, a distance of 309.64 feet; thence Southwesterly on a circular curve whose radius is 335.00 feet and whose center lies to the South, the long chord of which curve bears South 51 degrees 53 minutes 24 seconds West, a chord distance of 182.12 feet; thence North 65 degrees 56 minutes 42 seconds West, a distance of 509.96 feet to the former Easterly Right-of-Way Line of Genoa Road; thence North 17 degrees 55 minutes 28 seconds West on said former Right-of-Way Line, a distance of 147.89 feet to the Point of Beginning, containing 135,729 square feet (3.116 acres), more or less, subject to the rights of the public to those portions lying within Genoa Road and Chrysler Drive.

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PROPOSED LOT 6 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 138.78 feet to the former Easterly Right-of-Way Line of Genoa Road; thence South 17 degrees 55 minutes 28 seconds East on said former Right-of-Way Line, a distance of 147.89 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing South 17 degrees 55 minutes 28 seconds East on said former Right-of-Way Line, a distance of 376.20 feet to the current Easterly Right-of-Way Line of Genoa Road; thence North 87 degrees 45 minutes 05 seconds East, a distance of 291.80 feet; thence Northeasterly on a circular curve whose radius is 335.00 feet and whose center lies to the East, the long arc of which curve bears North 22 degrees 48 minutes 46 seconds East, a chord distance of 150.39 feet, thence North 65 degrees 56 minutes 47 seconds West, a distance of 509.96 feet to the Point of Beginning, containing 90,325 square feet (2.074 acres), more or less, subject to the rights of the public to those portions lying within Genoa Road.

PROPOSED LOT 7 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 138.78 feet to the former Easterly Right-of-Way Line of Genoa Road; thence South 17 degrees 55 minutes 28 seconds East on said former Right-of-Way Line, a distance of 524.10 feet to the current Easterly Right-of-Way Line of Genoa Road, said point being the Point

thence North to the center Easterly Right-of-Way Line of Genoa Road, said point being the Point of Beginning for the hereinafter described parcel of land; thence South 17 degrees 11 minutes 52 seconds East on said Easterly Right-of-Way Line, a distance of 118.92 feet to a point of curvature; thence continuing Southeasterly on said Easterly Right-of-Way Line on a circular curve whose radius is 5664.58 feet and whose center lies to the East, the long chord of which curve bears South 18 degrees 20 minutes 45 seconds East, a chord distance of 226.99 feet; thence North 67 degrees 50 minutes 49 seconds East, a distance of 248.79 feet; thence North 22 degrees 07 minutes 09 seconds West, a distance of 68.32 feet to a point of curvature; thence Northerly on a circular curve whose radius is 335.00 feet and whose center lies to the East, the long chord of which curve bears North 6 degrees 08 minutes 20 seconds West, a chord distance of 184.45 feet; thence South 87 degrees 45 minutes 05 seconds West, a distance of 291.80 feet to the Point of Beginning, containing 76,246 square feet (1.750 acres), more or less.

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PROPOSED LOT 8 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 138.78 feet to the former Easterly Right-of-Way Line of Genoa Road, thence South 17 degrees 55 minutes 28 seconds East on said former Right-of-Way Line, a distance of 524.10 feet to the current Easterly Right-of-Way Line of Genoa Road; thence South 17 degrees 11 minutes 52 seconds East on said Easterly Right-of-Way Line, a distance of 118.92 feet to a point of curvature; thence continuing Southeasterly on said Easterly Right-of-Way Line on a circular curve whose radius is 5,664.58 feet and whose center lies to the East, the long chord of which curve bears South 18 degrees 45 minutes 03 seconds East, a chord distance of 307.03 feet to the Point of Beginning for the hereinafter described parcel of land, thence continuing Southeasterly on said Easterly Right-of-Way Line on a circular curve whose radius is 5,664.58 feet and whose center lies to the East, the long chord of which curve bears South 20 degrees 27 minutes 58 seconds East, a chord distance of 21.14 feet; thence South 25 degrees 27 minutes 38 seconds East on said Easterly Right-of-Way Line, a distance of 79.53 feet; thence South 22 degrees 16 minutes 48 seconds East on said Easterly Right-of-Way Line, a distance of 150.85 feet; thence North 67 degrees 57 minutes 47 seconds East, a distance of 247.75 feet; thence North 22 degrees 07 minutes 09 seconds West, a distance of 262.87 feet; thence South 67 degrees 50 minutes 49 seconds West, a distance of 251.89 feet to the Point of Beginning, containing 65,461 square feet (1.503 acres), more or less.

PROPOSED LOT 9 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third

Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 2,041.98 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 242.86 feet; thence South 33 degrees 06 minutes 41 seconds East, a distance of 112.80 feet; thence South 1 degree 15 minutes 58 seconds East, a distance of 127.48 feet to a point of curvature; thence Southwesterly on a circular curve whose radius is 80.00 feet and whose center lies to the West, the long chord of which curve bears South 45 degrees 25 minutes 20 seconds West, a chord distance of 116.42 feet to a point of concentric curvature; thence Westerly on a circular curve whose radius is 150.00 feet and whose center lies to the North, the long chord of which curve bears North 81 degrees 03 minutes 48 seconds West, a chord distance of 35.66 feet to a point of tangency; thence North 74 degrees 14 minutes 14 seconds West, a distance of 190.93 feet; thence North 1 degree 15 minutes 58 seconds West, a distance of 243.84 feet to the Point of Beginning, containing 81,463 square feet (1.870 acres), more or less, subject to the rights of the public to the Northern 33 feet thereof.

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Restrictive Covenants and Right of First Refusal Agreement

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Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 138.78 feet to the former Easterly Right-of-Way Line of Genoa Road; thence South 17 degrees 55 minutes 28 seconds East on said former Right-of-Way Line, a distance of 524.10 feet to the current Easterly Right-of-Way Line of Genoa Road; thence South 17 degrees 11 minutes 52 seconds East on said Easterly Right-of-Way Line, a distance of 118.92 feet to a point of curvature; thence continuing Southeasterly on said Easterly Right-of-Way Line on a circular curve whose radius is 5,664.58 feet and whose center lies to the East, the long chord of which curve bears South 18 degrees 54 minutes 48 seconds East, a chord distance of 339.15 feet; thence South 25 degrees 27 minutes 38 seconds East on said Easterly Right-of-Way Line, a distance of 79.53 feet; thence South 22 degrees 16 minutes 48 seconds East on said Easterly Right-of-Way Line, a distance of 150.85 feet to the Point of Beginning for the heretofore described parcel of land; thence continuing South 22 degrees 16 minutes 48 seconds East on said Easterly Right-of-Way Line, a distance of 543.16 feet; thence South 36 degrees 22 minutes 20 seconds East on said Easterly Right-of-Way Line, a distance of 145.10 feet to the North Line of the premises conveyed by Keene-Belvidere Canning Company to The Illinois State Toll Highway Commission by Warranty Deed dated August 9, 1957 and recorded in Book 115 of Deeds on Page 346 in the Recorder's Office of Boone County, Illinois; thence North 88 degrees 58 minutes 05 seconds East on the North Line of said premises, a distance of 455.12 feet; thence North 1 degree 1 minute 55 seconds West, a distance of 255.31 feet; thence South 88 degrees 39 minutes 05 seconds West, a distance of 96.03 feet to a point of curvature; thence Northwesterly on a circular curve whose radius is 335.00 feet and whose center lies to the North, the long chord of which curve bears North 56 degrees 44 minutes 02 seconds West, a chord distance of 380.60 feet to a point of tangency; thence North 22 degrees 07 minutes 09 seconds West, a distance of 261.68 feet; thence South 67 degrees 57 minutes 47 seconds West, a distance of 247.76 feet to the Point of Beginning, containing 255,305 square feet, (5.861 acres), more or less.

PROPOSED LOT 15 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 2,505.84 feet to the Northeast corner of the premises conveyed by The Peoples Bank of Belvidere to Keene-Belvidere Canning Company by Warranty Deed recorded May 2, 1935 in Book 90 of Deeds on Page 101 in the Recorder's Office of Boone County, Illinois; thence South 1 degree 20 minutes 55 seconds East on the East line of said premises, a distance of 375.16 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing South 1 degree 20 minutes 55 seconds East on the East line of said premises, a distance of 736.74 feet; thence South 88 degrees 39 minutes 05 seconds West, a distance of 734.32 feet; thence North 1 degree 20 minutes 55 seconds West, a distance of 834.36 feet; thence North 89 degrees 25 minutes 13 seconds East, a distance of 102.53 feet to a point of curvature;

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thence Easterly on a circular curve whose radius is 465.00 feet and whose center lies to the South, the long chord of which curve bears South 52 degrees 24 minutes 30 seconds East, a chord distance of 132.18 feet to a point of tangency; thence South 74 degrees 14 minutes 14 seconds East, a distance of 121.72 feet to a point of curvature; thence Easterly on a circular curve whose radius is 335.00 feet and whose center lies to the North, the long chord of which curve bears South 82 degrees 21 minutes 37 seconds East, a chord distance of 94.67 feet to a point of tangency, thence North 89 degrees 31 minutes 00 seconds East, a distance of 220.68 feet to the Point of Beginning, containing 572,514 square feet, (13.143 acres), more or less.

PROPOSED LOT 16 OF GATEWAY CENTER

Part of the Northwest Quarter of Section 6, Township 44 North, Range 4 East of the Third Principal Meridian, Boone County, Illinois, described as follows:

Commencing at the Northwest Corner of Northwest Quarter of said Section 6; thence North 89 degrees 25 minutes 13 seconds East on the North Line of the Northwest Quarter of said Section 6, a distance of 2,505.84 feet to the Northeast corner of the premises conveyed by The Peoples Bank of Belvidere to Keene-Belvidere Canning Company by Warranty Deed recorded May 2, 1935 in Book 90 of Deeds on Page 101 in the Recorder's Office of Boone County, Illinois; thence South 1 degree 20 minutes 55 seconds East on the East line of said premises, a distance of 1111.90 feet to the Point of Beginning for the hereinafter described parcel of land; thence continuing South 1 degree 20 minutes 55 seconds East on the East line of said premises, a distance of 663.40 feet North Line of the premises conveyed by Keene-Belvidere Canning Company to The Illinois State Toll Highway Commission by Warranty Deed dated August 9, 1957 and recorded in Book 115 of Deeds on Page 346 in said Recorder's Office; thence North 52 degrees 22 minutes 52 seconds West on the North Line of said premises, a distance of 28.63 feet; thence South 88 degrees 58 minutes 05 seconds West on the North line of said premises, a

distance of 1,241.45 feet; thence North 1 degree 01 minute 55 seconds West, a distance of 255.31 feet; thence South 88 degrees 39 minutes 05 seconds West, a distance of 96.03 feet to a point of curvature; thence Northwesterly on a circular curve whose radius is 335.00 feet and whose center lies to the North, the long chord of which curve bears North 56 degrees 44 minutes 02 seconds West, a chord distance of 380.60 feet to a point of tangency; thence North 22 degrees 07 minutes 09 seconds West, a distance of 178.63 feet; thence North 88 degrees 39 minutes 05 seconds East, a distance of 1,734.90 feet to the Point of Beginning, containing 954,392 square feet, (21.910 acres), more or less.

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Rescriptive Covenant and Right of First Refusal Agreement

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