

2014-14904

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*Floyd J. Dowling*

REGISTER OF DEEDS



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**AMENDMENT AND PARTIAL TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS**

This Amendment is made as of the 8 day of JULY, 2014 by Homefield Advantage I, LLC, a Missouri limited liability company ("Developer") whose address is 4705 Central Street, Kansas City, Missouri 64112.

WHEREAS, Developer is the owner of certain real property legally described in Exhibit A attached hereto and made a part hereof ("Premises");

WHEREAS, the Premises is subject to that certain Declaration of Restrictive Covenants dated September 13, 2006 and recorded as Instrument No. 2006-31884 ("Declaration");

WHEREAS, Developer is the successor-in-interest to Market Pointe, LLC, a Missouri limited liability company, the "Developer" under the Declaration, and possesses all rights of the "Developer" under the Declaration; and

WHEREAS, Developer is also the successor-in-interest to Market Pointe Transwest Properties, LLC, a Missouri limited liability company, the "Owner" under the Declaration, and possesses all rights of the "Owner" under the Declaration; and

WHEREAS, Developer now desires to amend the Declaration and terminate certain provisions thereof;

NOW, THEREFORE, the Declaration is hereby amended and partially terminated as follows:

1. Sections 1 and 4 of the Declaration are hereby terminated and deleted in their entirety.
2. All references in the Declaration to the Agreement of Sale dated April 20, 2006, and any incorporation by reference of any provisions of such Agreement of Sale, are hereby deleted and terminated, it being understood that such Agreement of Sale has no further force or effect on the Premises.
3. Section 2 of the Declaration is hereby deleted and replaced with the following:
  2. Owner expressly covenants and agrees that it shall not operate or permit any operation in the Premises so as to violate or permit the violation of any of the exclusives and/or restrictions which are set forth on Exhibit D attached hereto and incorporated herein by reference (collectively, the "Exclusives"). In the event that Owner's use conflicts with any use protected by the Exclusives, Developer shall give Owner written notice of same and Owner shall immediately cease the use of the Premises for such prohibited use within 5 days thereafter. In the event Owner fails to cease such prohibited use, then Owner agrees to indemnify, defend and hold harmless Developer from and against any and all claims, demands, actions, causes of action, losses (including, but not limited to, loss of rents resulting from termination by a tenant of its lease), damages, costs and expenses, including court costs and attorneys' fees, including any cost or legal expenses of Developer in enforcing the restriction as and against Owner, and

**Duggan Shadwick Doerr & Kurlbaum**  
**11040 Oakmont Street**  
**Overland Park, Kansas 66210**

including any cost or legal expenses of Developer arising from or related to wholly or in part, the use of the Premises for any purposes prohibited or listed in Exhibit D hereto. In the event Owner violates any of the provisions of this Section, Developer shall have all rights and remedies provided herein, in addition to all rights and remedies available to Developer at law or in equity, including, but not limited to, injunctive relief.

4. All other terms and provisions of the Declaration are hereby ratified and confirmed, and shall remain in full force and effect, except as modified hereby. The ownership of the Premises by Developer shall not cause a merger of the Declaration or any of the terms set forth herein.

IN WITNESS WHEREOF, Developer has here unto set Developer's hand as of the day and year first above written.

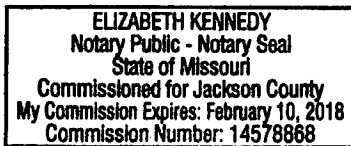
Homefield Advantage I, LLC  
a Missouri limited liability company

By [Signature]  
Name Owain Buckley  
Title Member

STATE OF MISSOURI )  
COUNTY OF JACKSON ) ss

On this 8 day of JULY, 2014, before me appeared OWAIN BUCKLEY, of MEMBER of Homefield Advantage I, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.



[Signature]  
Notary Public

ELIZABETH KENNEDY  
Print Name

My commission expires: FEB. 10, 2018

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EXHIBIT A

Legal Description of the Tract

Lots 1 and 2, Market Pointe Addition Replat 7, an Administrative Subdivision, in Sarpy County, Nebraska.

Formerly known as:

Lot Thirteen (13), Market Pointe Addition Replat 1, an Administrative Subdivision, in Sarpy County, Nebraska.