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THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS

RECORDING FEE 65.00
DATE 5/10/00 COPIES 0
OK BY JIM 23pgs

*3rd day of May

This Third Amendment to Declaration of Reciprocal Easement and Operating Covenants (this "Third Amendment") is made and entered into this 3rd day of May, 2000, by and between Amalgamated Bank of Chicago (formerly known as Amalgamated Trust and Savings Bank), not personally, but solely as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 (hereinafter referred to as "Trustee"), Trustee's Beneficiary, Lansing Landings Shopping Center Limited Partnership, an Illinois limited partnership (hereinafter referred to as "Developer"), Tilland Partnership, an Indiana General Partnership (hereinafter referred to as "Cub"), NBC Fifth Realty Corp., an Illinois corporation (as successor in interest to Highland Superstores, Inc.) (hereinafter referred to as "TJM"), TRU Properties, Inc., as successor in interest to Toys "R" Us, Inc., a Delaware corporation (hereinafter referred to as "Toys"), Service Merchandise company, Inc., a Tennessee corporation (hereinafter referred to as "Service"), and Burlington Coat Factory Realty of River Oaks, Inc., an Illinois corporation (as successor in interest to Homeowners Warehouse, Inc.) (hereinafter referred to as "Burlington"), with Wal-Mart Real Estate Business Trust a limited purpose signatory (herein "Wal-Mart").

RECITALS

Trustee and Developer made and entered into a Declaration of Reciprocal Easements and Operating Covenants dated July 31, 1985 and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149087, as amended by First Amendment to Declaration of Reciprocal Easements and Operating Covenants recorded December 18, 1985, as Document No. 85329731 (hereinafter referred to as "First Amendment"), and as further amended by Second Amendment to Declaration of Reciprocal Easements and Operating Covenants recorded March 11, 1988, as Document No. 88103519 (hereinafter referred to as "Second Amendment") said Declaration, together with the First Amendment and the Second Amendment, being hereinafter collectively referred to as the "REA".

The parties wish to amend the REA as hereinafter set forth but not otherwise.

NOW THEREFORE, for good and valuable consideration, including the promises, covenants and agreements herein contained, it is hereby agreed as follows:

1. For all purposes under the REA, including without limitation, Sections 1.2 and 1.18 and 12.1, only certain portions of Exhibit B-1 attached hereto, shall be deemed to replace certain portions of Exhibit B to the REA, as follows: (a) With respect to Sites B1-B7, the area depicted as Sites B1-B7 on Exhibit B-1 shall replace the areas depicted as Sites B1-B7 on Exhibit B such that: (i) the Permissible Building Area includes all of that certain area

cross-hatched on Exhibit B-1 attached hereto, (ii) the Outdoor Selling Area referred to in Section 1.13 includes the area shown as "Garden Center/Outdoor Sales" on Exhibit B-1; (iii) the roadway/service drive between Site B1-B7 and the existing detention pond to the east, shall be relocated to the position shown on Exhibit B-1; and (iv) the area of the existing detention pond shall be reduced to the size and configuration shown as the "Detention Area" on Exhibit B-1; (b) the Site Analysis section of Exhibit B-1 hereto hereby replaces the Site Analysis on Exhibit B to the REA; (c) with respect to Site C11, the area depicted as "C11 Expansion Area" on Exhibit B-1 shall be deemed to be a part of the Permissible Building Area, and upon the completion of construction of improvements within such C11 Expansion Area, Site C11 shall no longer have an Outdoor Selling Area as defined in Section 1.13 of the REA, provided, however, that the C11 Expansion Area shall be identical in square foot area and location to the area shown as "Outdoor Sales and Lumber Storage" on Exhibit B, excluding the portion thereof which protruded past the front wall of the store, such that the front boundary (facing the main Shopping Center parking lot) of the C11 Expansion Area shall be the line extended from the right front corner of the store (determined when facing the store) to the right boundary of the "Outdoor Sales & Lumber Storage" area appearing on Exhibit B; and (d) the Permissible Building Area of Site C6 includes the area within the broken line, as well as the area within the solid dark line outlining Site C6.

The parties acknowledge the increase in the GLA of Site B to 188,581 square feet. The additional Permissible Building Area and Outdoor Selling Area will result in a reduction of Common Area and Parking Area in the location where Site B1-B7 is so expanded. The parties hereto expressly consent to such reduction, which includes the reduction of 55 parking spaces in such location.

The Developer covenants and agrees that the roadway/service drive to be relocated in accordance with the foregoing and Exhibit B-1 shall not be reduced in size or width, that all turning radius shall remain as shown on Exhibit B, that the relocated roadway/service drive shall be constructed to the same load bearing specification as the existing one, and that the detention pond to be reconfigured in accordance with the foregoing and Exhibit B-1 will be re-engineered and reconstructed so as to have at least the same capacity and discharge rate as the existing detention pond, plus such additional capacity and discharge rate as may be required by sound engineering practice or by law, ordinance or regulation due to the construction or modification of improvements on Sites B1-B7 or C11. The Party that owns Site C11 and the Developer warrant and represent to the Parties that the C11 Expansion Area is no greater than 16,000 square feet.

Beginning on the date of the commencement of construction of any building addition (the "Addition") on the C11 Expansion Area (the "GLA Change Date"), (i) the Site C GLA and the Total GLA as shown in the Site Analysis section of Exhibit B-1, shall be automatically deemed increased by 16,000 square feet (the "Revised Total GLA"); (ii) all components of the Common Area Maintenance Cost (as defined in Section 9.7 of the REA) shall be prorated for the period of time before and after the GLA Change Date; and (iii) each Party's Allocable Share of Common Area Maintenance Cost (as defined in Section 1.2 of the REA) prorated for the period of time after the GLA Change Date and for all time thereafter shall be calculated using the Revised Total GLA. Notwithstanding the foregoing, in the event that each Party is provided with a certificate of an independent architect, engineer or surveyor reasonably acceptable to the Parties, certifying to the GLA of the Addition (the "GLA Change Certificate"), obtained at the cost of the Party that owns Site C11 (which cost shall not be a part of the Common Area Maintenance Cost), then effective as of the date of the GLA Change Certificate, the Revised Total GLA shall include the GLA of the Addition as so certified in the GLA Change Certificate instead of 16,000 square feet. In no event shall, and the Party that owns Site C11 and the Developer warrant and represent to the Parties

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that, the square foot area of the Addition shall not exceed the square foot area of the Addition as certified in the GLA Change Certificate. Developer covenants to record, within thirty (30) days after the date of the GLA Change Certificate, at Developer's cost (which cost shall not be a part of the Common Area Maintenance Cost), as an amendment to the Site Analysis section of Exhibit B-1 (solely for the purpose of evidencing the exact square footage of the Addition), a notice of the change of the Site C GLA and of the Revised Total GLA based solely upon the GLA Change Certificate, along with a copy of the GLA Change Certificate attached thereto as an exhibit (the "Recorded Notice"); Developer further covenants to provide a copy of the Recorded Notice to each Party within thirty (30) days after the date of its recording. Each Party's Allocable Share of Common Area Maintenance Costs shall continue to be calculated on the basis of the Revised Total GLA (wherein the Addition is deemed to be 16,000 square feet) until such time as the Recorded Notice has been recorded and a copy provided to each Party in accordance with the foregoing.

Except as expressly provided herein no other changes to Exhibit B to the REA shall be effective. In no event shall any building, Permissible Building Area, Outdoor Sales Area or any construction thereon or related thereto (including without limitation, the Detention Area shown on Exhibit B-1) interfere with existing truck delivery routes in the Shopping Center Site. Any provisions of the REA which refer to Exhibit B, shall be deemed to include only the portions of Exhibit B-1 which replace certain portions of Exhibit B in accordance herewith.

It is understood that the Developer intends to erect building improvements on Site B1-B7. All construction shall be completed in accordance with the REA, and all applicable laws. Section 12.2 of the REA is hereby amended to permit a Store to be expanded in the additional Permissible Building Area of Site B1-B7 to a total of 135,000 square feet.

The Developer covenants that the construction work described under items (a) (iii) and (a) (iv) in the first grammatical paragraph of this Paragraph 1 shall be confined within the area of the service drive North of Site B8 and it shall not interfere with traffic in the Shopping Center Site.

2. Section 12.4(a)(xii) of the REA, as previously amended by paragraph 7 of the First Amendment and paragraph 2 of the Second Amendment is hereby deleted in its entirety and rewritten as follows:

"Except for Site C-6, no portion of the Shopping Center Site may be used or occupied for a grocery store, Wal-Mart Supercenter, supermarket, or convenience food store as known in the trade or other store facility for the purveyance of groceries (including, but not limited to, refrigerated and frozen products), produce, bakery products (excluding commercially pre-packaged bakery products), meats or delicatessen products unless and until the Occupant of Site C-6 shall Go Dark (as defined in Section 8.5) except as provided in Sections 12.4(b) hereof; and except that the Occupant of Site B1-B7 shall from time to time be entitled to display and sell groceries for on-and off-site consumption on not more than 10,000 square feet of its floor area then dedicated to retail sales, so long as the Occupant of Site B1-B7 does not sell refrigerated or frozen products, meats or delicatessen products, produce, or bakery products (excluding commercially prepackaged bakery products).

Nothing in this Section 12.4(a)(xii), nor any other provision of this REA, shall prohibit or restrict the operation of a restaurant on Sites F-1 and J-1, provided, however, that the sale of food for off-premises consumption on said sites shall be permitted only to the extent that it is limited to (1) sales for off-premises consumption from a facility which also is a sit-down restaurant; and (2) such sales for off-premises consumption consist of food that is fully prepared for immediate consumption; and provided further that in no event shall such a

restaurant be a donut shop, ice cream parlor or cookie store.

Nothing in this Section 12.4(a)(xii), as amended, or any other provision of this REA shall otherwise prohibit or restrict the operation of a Wal-Mart store. Notwithstanding anything contained to the contrary, Wal-Mart agrees with the owner of Site C6 (i) not to operate, or to permit any leasehold assignee or subtenant to operate, a grocery store, supermarket, convenience store or Wal-Mart Supercenter on the Shopping Center Site (ii) not to engage, or to permit any leasehold assignee or subtenant to engage, in the sale of refrigerated food products, frozen food products, produce, bakery products (excluding commercially pre-packaged bakery products), meats or delicatessen products on the Shopping Center Site, and (iii) not to operate a Wal-Mart store or Wal-Mart store anywhere on the Shopping Center Site which separately or together have a total square foot area of more than 135,000 square feet; or"

3. Section 12.4(a)(xiii) as amended and Section 12.4(a)(xv) as amended of the REA are hereby deleted in their entirety so that the use restrictions set forth therein shall no longer apply to the Shopping Center Site.
4. Section 1.22 is hereby amended by adding the following sentence "Developer Store(s) means all stores owned or operated by Developer from time to time."
5. Cub expressly acknowledges the waiver of the use restriction set forth in Section 12.4(b)(ii) of the REA as to Wal-Mart and/or any Wal-Mart related entities on Site B1-B7.
6. It is expressly agreed that nothing contained in the REA, as amended, shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business on Sites B1-B7. Developer recognizes and agrees that so long as Wal-Mart or one of its affiliates is the Tenant of Sites B1-B7 it may, at its sole discretion and at any time during the term of its Lease, cease the operation if its business in the Demised Premises; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by said Tenant.
7. This Third Amendment is executed by The Travelers Insurance Company, in its capacity as mortgagee of a portion of the Developer parcel, and The Travelers Insurance Company agrees hereby that its mortgage dated May 5, 1988 and recorded May 25, 1988 with the Recorder of Deeds of Cook County, Illinois as Document No. 88,224,437 and its Note and Modification recorded August 23, 1993 as Document No. 93,666,500 and Assignment of Operating Agreement recorded May 25, 1988 as Document No. 88,224,440 are subject and subordinate to the provisions of this Third Amendment.
8. The REA, as amended by this Third Amendment, is hereby ratified and confirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the REA, the provisions of this Third Amendment shall control and govern.
9. This Third Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Third Amendment to Declaration of Reciprocal Easements and Operating Covenants shall be effective as of the execution of the last signatory to this said Amendment. Notwithstanding the recording hereof in the Office of the Recorder of Deeds of Cook County, Illinois, in the event that this Third Amendment has not been fully executed by all of the Parties (as defined in the REA) or their respective successors and assigns, this Third Amendment shall be null, void and of no force or legal effect whatsoever, to the same effect

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and extent as if this Third Amendment had not been executed by any of the Parties (or their successors and assigns) or so recorded.

11. Capitalized terms herein shall have the same meaning ascribed to such terms in the REA, unless otherwise provided there.
12. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.
13. This Third Amendment to the Declaration of Reciprocal Easements and Operating Covenants is executed by AMALGAMATED BANK OF CHICAGO, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed any liability on said AMALGAMATED BANK OF CHICAGO in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained. All such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express conditions that no duty shall rest upon said AMALGAMATED BANK OF CHICAGO, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

[TWO SIGNATURE PAGES FOLLOW]

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**SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(1 OF 2)**

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this Third Amendment as of the date first above written.

AMALGAMATED BANK OF CHICAGO, not personally but as Trustee as aforesaid

ATTEST:

By: [Signature]
Its: Vice President

By: [Signature]
Its: SENIOR VICE PRESIDENT
Date: 4/19/2000

LANSING LANDINGS SHOPPING CENTER LIMITED PARTNERSHIP, an Illinois limited partnership

ATTEST:

By: _____
Its: _____

By: [Signature]
Its: [Signature]
Date: May 3, 2000

TILLAND PARTNERSHIP, an Indiana General Partnership
By: VAN TIL'S SUPERMARKET, INC.
an Indiana Corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

NBC FIFTH REALTY CORP., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

ATTEST: _____

By: _____
Its: _____

By: _____
Its: _____
Date: _____

[SIGNATURES CONTINUED]
ON NEXT PAGE

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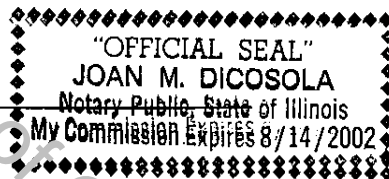
Page 8 of 12

STATE OF ILLINOIS)

COUNTY OF COOK)

On this 19th day of April, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared IRVING B. POLAKOW, the SENIOR VICE PRESIDENT of AMALGAMATED BANK OF CHICAGO, the Vice President of AMALGAMATED BANK OF CHICAGO, a corporation, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said corporation as their free and voluntary act of themselves and of said corporation.

My commission expires:
Seal:



Joan M. Dicosola
Notary public

STATE OF Cook)

COUNTY OF Ill.)

On this 3rd day of May, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared Peter Dellaportas, the Co-general partner and Lansing Handings, the Co-general partner of Lansing Handings, a corporation, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said corporation as their free and voluntary act of themselves and of said corporation.

My commission expires:
Seal:



Nancy H. Lewis
Notary public

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END

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**SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(1 OF 2)**

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this Third Amendment as of the date first above written.

**AMALGAMATED BANK OF CHICAGO, not
personally but as Trustee as aforesaid**

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

**LANSING LANDINGS SHOPPING CENTER
LIMITED PARTNERSHIP, an Illinois limited
partnership**

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

**TILLAND PARTNERSHIP, an Indiana
General Partnership
By: VAN TIL'S SUPERMARKET, INC.
an Indiana Corporation**

ATTEST:

By: NOT REQUIRED
Its: _____

By: *Franklin D. Van Til*
Its: Franklin D. Van Til, President
Date: March 27, 2000

**NBC FIFTH REALTY CORP., an Illinois
corporation**

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

ATTEST: _____

By: _____
Its: _____

By: _____
Its: _____
Date: _____

[SIGNATURES CONTINUED]
ON NEXT PAGE

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**SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(1 OF 2)**

IN WITNESS WHEREOF, each party hereto has caused its duly authorized officers to sign this Third Amendment as of the date first above written.

**AMALGAMATED BANK OF CHICAGO, not
personally but as Trustee as aforesaid**

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

**LANSING LANDINGS SHOPPING CENTER
LIMITED PARTNERSHIP, an Illinois limited
partnership**

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

**TILLAND PARTNERSHIP, an Indiana
General Partnership**
By: **VAN TIL'S SUPERMARKET, INC.**
an Indiana Corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

**NBC FIFTH REALTY CORP., an Illinois
corporation**

ATTEST:

By: *Doreen J. Kennedy*
Its: *Doreen J. Kennedy*

By: *Jay H. Meltzer*
Its: *Secretary/Clerk*
Date: *4/16/00*

ATTEST: *Karen McAnern*

By: *Mary B. Reynolds*
Its: *Treasurer*

By: *Karen McAnern*
Its: _____

Date: *4/6/00*

[SIGNATURES CONTINUED]
ON NEXT PAGE

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STATE OF _____)
)
 COUNTY OF _____)

On this ____ day of _____, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared _____, the _____ and _____, the _____ of _____, a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said _____ as their free and voluntary act of themselves and of said _____.

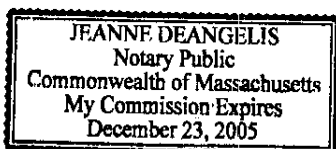
My commission expires: _____
 Seal: _____

 Notary public

COMMONWEALTH OF MASSACHUSETTS)
) ss.
)

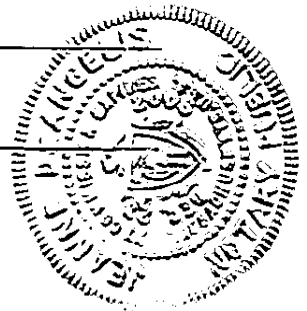
COUNTY OF MIDDLESEX

On April 6, 2000 before me, personally appeared the above-named Jay H. Meltzer, who, being by me duly sworn did say that he is the Secretary/Clerk of NBC Fifth Realty Corp., and Mary B. Reynolds Treasurer of NBC Fifth Realty Corp., and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and acknowledged said instrument to be their free act and deed in their said capacities and the free act and deed of said corporation.



Jeanne DeAngelis
 Notary Public

My Commission Expires: _____



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**SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(2 OF 2)**

TRU PROPERTIES, INC., a Delaware corporation

ATTEST:

By: *Ronald V. Lombardi*
Its: **RONALD V. LOMBARDI
VICE PRESIDENT
REAL ESTATE COUNSEL**

By: *David P. Picot*
Its: **DAVID P. PICOT
VICE PRESIDENT-REAL ESTATE
DESIGN & CONSTRUCTION**
Date: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

BURLINGTON COAT FACTORY OF RIVER OAKS, INC., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

THE TRAVELERS INSURANCE CO.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Wal-Mart Real Estate Business Trust has caused its duly authorized officers to sign this Third Amendment as of the date first above written, for the limited purpose of making this agreement with the owner of Site C-6 set forth in the last paragraph of paragraph 2 hereof.

WAL-MART REAL ESTATE BUSINESS TRUST
a _____ corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

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DAVID R. PICOT
VICE PRESIDENT-REAL ESTATE
DESIGN & CONSTRUCTION

RONALD V. LOMBARDI
VICE PRESIDENT
REAL ESTATE COUNSEL

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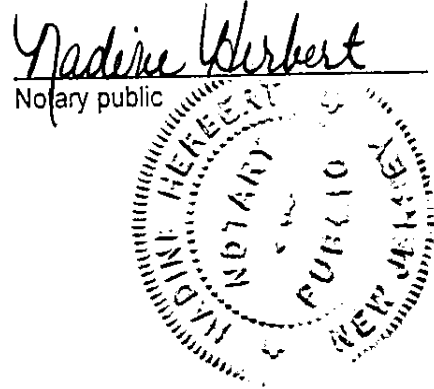
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STATE OF New Jersey)
)
COUNTY OF Bergen)

On this 28th day of April, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared David P. Picot, the V.P.-R/E, D&C and Ronald V. Lombardi, the V.P. R/E Council of TRU Properties, Inc., a Delaware corporation, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said Corporation as their free and voluntary act of themselves and of said Corporation.

NADINE HERBERT
NOTARY PUBLIC OF NEW JERSEY

My commission expires: My Commission Expires July 26, 2001
Seal:



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared _____, the _____ and _____, the _____ of _____, a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said _____ as their free and voluntary act of themselves and of said _____.

Notary public

My commission expires: _____
Seal:

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SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(2 OF 2)

TRU PROPERTIES, INC., a Delaware corporation

ATTEST:


By: _____
Its: _____

By: _____
Its: _____
Date: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: 
Its: Chief Administrative Officer
Date: April 14, 2000

BURLINGTON COAT FACTORY OF RIVER OAKS, INC., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

THE TRAVELERS INSURANCE CO.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Wal-Mart Real Estate Business Trust has caused its duly authorized officers to sign this Third Amendment as of the date first above written, for the limited purpose of making this agreement with the owner of Site C-6 set forth in the last paragraph of paragraph 2 hereof.

WAL-MART REAL ESTATE BUSINESS TRUST
a _____ corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

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STATE OF _____)
 COUNTY OF _____)

On this ____ day of _____, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared _____, the _____ and _____, the _____ of _____, a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said _____ as their free and voluntary act of themselves and of said _____.

 Notary public

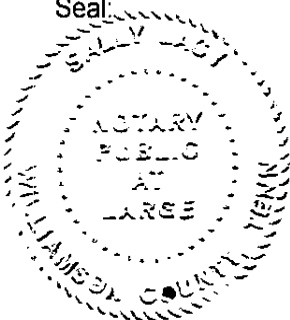
My commission expires: _____
 Seal: _____

STATE OF Tennessee)
 COUNTY OF Williamson)

On this 14 day of April, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared C. Steven Moore, the CAD and _____, the _____ of Service Merchandise Co., Inc., a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said Company as their free and voluntary act of themselves and of said Company.

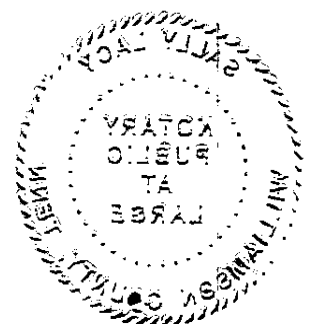
Sally Gary
 Notary public

My commission expires: May 31, 2000
 Seal: _____



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SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(2 OF 2)

TRU PROPERTIES, INC., a Delaware
corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

SERVICE MERCHANDISE COMPANY, INC., a
Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

BURLINGTON COAT FACTORY OF RIVER
OAKS, INC., an Illinois corporation

ATTEST:

By: Brian Flynn
Its: Assist. Secretary

By: [Signature]
Its: Exec. V.P. & Chief Operating Officer
Date: 4/12/00

THE TRAVELERS INSURANCE CO.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Wal-Mart Real Estate Business Trust has caused its duly authorized officers to sign this Third Amendment as of the date first above written, for the limited purpose of making this agreement with the owner of Site C-6 set forth in the last paragraph of paragraph 2 hereof.

WAL-MART REAL ESTATE BUSINESS
TRUST
a _____ corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

00331108

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Page 11 of 12

STATE OF New Jersey)
)
COUNTY OF Burlington)

On this 12 day of April, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared Mark A. Nesci, the Sec. V.P. & CAO and the of Burlington Boat Factory Warehouse of River Oaks, Inc., an Illinois Corporation, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said Corporation as their free and voluntary act of themselves and of said Corporation.

CAROLINE E. de ROOY-PEREZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 2/3/2002

Caroline E. de Rooy-Perez
Notary public

My commission expires: _____

Seal:



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared _____ the _____ and _____, the _____ of _____, a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said _____ as their free and voluntary act of themselves and of said _____.

Notary public

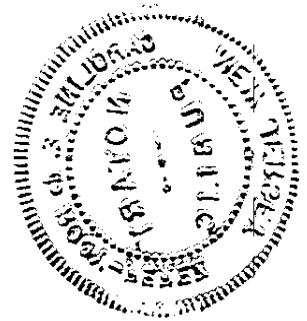
My commission expires: _____
Seal:

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Property of Cook County Clerk's Office

RECEIVED
JAN 10 2008
CLERK OF COURT



801-1-100

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SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(2 OF 2)

TRU PROPERTIES, INC., a Delaware
corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

SERVICE MERCHANDISE COMPANY, INC., a
Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

BURLINGTON COAT FACTORY OF RIVER
OAKS, INC., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

THE TRAVELERS INSURANCE CO.

ATTEST:

By: Duane Nelson
Its: **ASSISTANT SECRETARY**

DUANE NELSON

By: Robert S. Oville
Its: **ROBERT S. OVILLE**
Date: **VICE PRESIDENT**

APRIL 14, 2000

IN WITNESS WHEREOF, Wal-Mart Real Estate Business Trust has caused its duly authorized officers to sign this Third Amendment as of the date first above written, for the limited purpose of making this agreement with the owner of Site C-6 set forth in the last paragraph of paragraph 2 hereof.

WAL-MART REAL ESTATE BUSINESS
TRUST

a _____ corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

00331108

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Property of Cook County Clerk's Office

ELIJAH THOMAS
JANUARY 1900

ASSISTANT SECRETARY
DUANE NELSON

800-1-1000

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STATE OF CONNECTICUT)
)
 COUNTY OF HARTFORD)

On this 14 day of APRIL, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared ROBERT SCOVILLE, the VICE PRESIDENT and DUANE NELSON, the ASST. SECRETARY of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said Board of Directors as their free and voluntary act of themselves and of said The Travelers Insurance Company.

Carl B. Rich
 Notary public

My commission expires: _____
 Seal:

CARL B. RICH
NOTARY PUBLIC
EXPIRATION DATE 12-31-02



STATE OF _____)
)
 COUNTY OF _____)

On this ____ day of _____, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared _____, the _____ and _____, the _____ of _____, a _____, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said _____ as their free and voluntary act of themselves and of said _____.

 Notary public

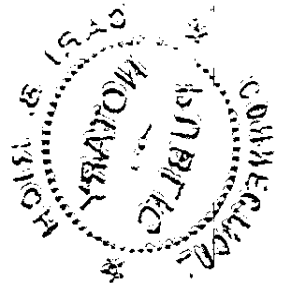
My commission expires: _____
 Seal:

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Property of Cook County Clerk's Office

CLERK OF COOK COUNTY
JANUARY 1, 1991
CHIEF CLERK



CLERK OF COOK COUNTY

**SIGNATURE PAGE FOR
THIRD AMENDMENT TO
DECLARATION OF RECIPROCAL EASEMENTS
AND OPERATING COVENANTS
(2 OF 2)**

TRU PROPERTIES, INC., a Delaware corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

SERVICE MERCHANDISE COMPANY, INC., a Tennessee corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

BURLINGTON COAT FACTORY OF RIVER OAKS, INC., an Illinois corporation

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

THE TRAVELERS INSURANCE CO.

ATTEST:

By: _____
Its: _____

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Wal-Mart Real Estate Business Trust has caused its duly authorized officers to sign this Third Amendment as of the date first above written, for the limited purpose of making this agreement with the owner of Site C-6 set forth in the last paragraph of paragraph 2 hereof.

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware business trust
corporation

By: _____
Its: Asst. Vice Pres.
Date: 3/1/00

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ATTEST:

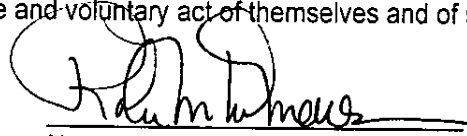
By: Dwight Skyeon
Its: Asst. Secretary

Approved as to legal terms only
By: _____
WAL-MART LEGAL TEAM
Date: 3-1-00

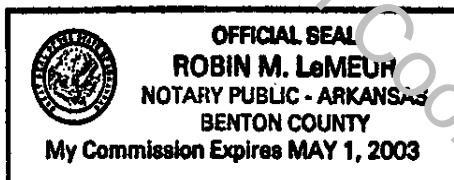
UNOFFICIAL COPY

STATE OF Arkansas)
)
COUNTY OF Benton)

On this 2nd day of MARCH, 2000, before me, the undersigned, a notary public for the state and county set forth above, appeared Kim Lane, the Asst. Vice President and Gregory J. Higson, the Asst. Secretary of Wal-Mart Real Estate Business Trust, a Delaware Business Trust, who are known to me to be the person(s) who executed this instrument and acknowledged that they executed same pursuant to authority granted to them by said Trust as their free and voluntary act of themselves and of said Trust.


Notary public

My commission expires 5/1/03
Seal:



00331108

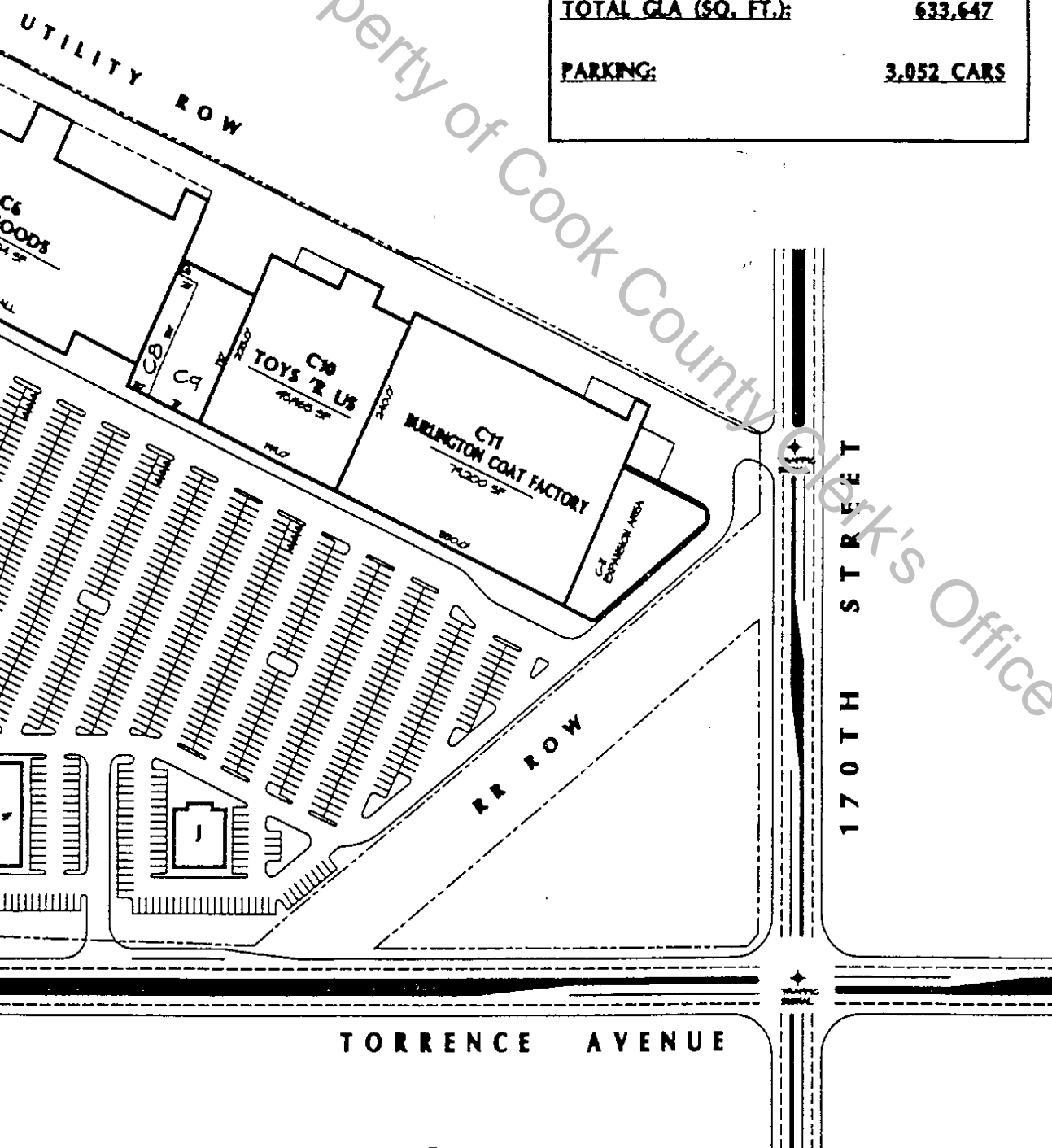
SHOPPING CENTER G, ILLINOIS

EXHIBIT B-1

IS THE SQUARE FOOTAGE SHOWN ON EACH
BUILDING AREA IS THE AREA WITHIN THE
LINE EACH SITE, EXCEPT THAT WITH RESPECT
TO 13,620 SQUARE FEET AND THE PERMISSIBLE
THE AREA WITHIN THE BROKEN LINE, AS WELL
SOLID DARK LINE OUTLINING THE SITE.

SITE ANALYSIS:

SITE AREA:	54.10 ACRES
BUILDING AREA:	
'A'	112,910
'B'	188,581
'C'	287,860
'D'	6,400
'E'	4,096
'F'	10,000
'G'	10,800
'H'	10,000
'J'	3,000
TOTAL GLA (SQ. FT.):	633,647
PARKING:	3,052 CARS



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LEGAL DESCRIPTION FOR THE WHOLE OF THE LANSING LANDINGS SHOPPING CENTER:

LOTS 1 THROUGH 17, BOTH INCLUSIVE, AND OUTLOTS A AND B IN THE LANDINGS PLANNED UNIT DEVELOPMENT, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 15, 1985 AS DOCUMENT NO. 85-148127, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

30-19-300-012
30-19-300-013
30-19-300-014
30-19-300-015
30-19-300-016
30-19-300-017
30-19-300-018
30-19-300-019
30-19-300-020
30-19-300-021
30-19-300-022
30-19-300-023
30-19-300-024
30-19-300-025
30-19-300-026
30-19-300-027
30-19-300-028
30-19-300-029
30-19-300-030 /

NOTE: PARTS OF OUTLOTS A AND B AND LOT 9, AFORESAID, HAVE BEEN RESUBDIVIDED AS OUTLOTS A AND B AND LOT 1 IN THE LANDINGS FIRST RESUBDIVISION PURSUANT TO THE PLAT THEREOF RECORDED MAY 4, 2000 AS DOCUMENT NO. 00-316232.

00331108

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