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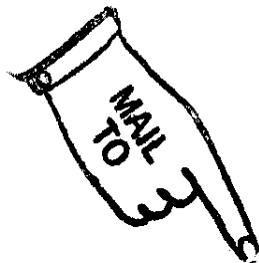
SECOND AMENDMENT TO MORTGAGE, OPEN END MORTGAGE, DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING
STATEMENT

Dated: As of October 30, 2003

FRANK'S NURSERY & CRAFTS, INC.,
Mortgagor/Trustor/Grantor/Del tor
-TO-
KIMCO CAPITAL CORP.,
Mortgagee/Beneficiary/Grantee/Secured Party

Store No.: 141

Address:
7456 S. State Road
Bedford Park, IL 60638



Tax Parcel ID No.: 19-28-202-014-0000, 19-28-202-015-0000

WHEN RECORDED RETURN TO:
Fidelity National Title Insurance Company
100 West Big Beaver Road, Suite 140
Troy, MI 48084

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SECOND AMENDMENT TO MORTGAGE, OPEN END MORTGAGE,
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT

Dated: As of October 30, 2003

FRANK'S NURSERY & CRAFTS, INC.,
Mortgagor/Trustor/Grantor/Debtor

-TO-

KIMCO CAPITAL CORP.,
Mortgagee/Beneficiary/Grantee/Secured Party

This instrument is a Mortgage, Open End Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement of both real property and fixtures. Notwithstanding anything to the contrary herein contained, (a) as to any property located in the States of Maryland and Missouri, this instrument is, among other things, a Deed of Trust, and (b) as to any property located in the States of Florida, Illinois, Indiana, Kentucky, Michigan, Minnesota, New Jersey, and Pennsylvania, this instrument is, among other things, a Mortgage. For purposes of Section 5301.232 of the Ohio Revised Code and Section 42 Pa. C.S. Sections 8143-8144, et seq, this instrument is, among other things, an Open-End Mortgage. THIS INSTRUMENT SECURES, AMONG OTHER THINGS, FUTURE ADVANCES AND FUTURE OBLIGATIONS, AND THE PARTIES INTEND THAT THIS INSTRUMENT SECURE FUTURE ADVANCES. As to any property located in Missouri, future advances shall be governed by Section 443.055 RSMO. This instrument contains after-acquired property provisions and secures obligations containing provisions for changes in interest rates, extensions of time for payment and other modifications in the terms of the obligations.

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SECOND AMENDMENT TO MORTGAGE, OPEN END MORTGAGE, DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Second Amendment") dated as of October 30, 2003, by **FRANK'S NURSERY & CRAFTS, INC.**, a Delaware corporation, having its principal office at 580 Kirts Blvd., Suite 300, Troy, Michigan 48084, as mortgagor, trustor and grantor hereunder ("Grantor") and **KIMCO CAPITAL CORP.**, a Delaware corporation, having an office at 3333 New Hyde Park Road, P.O. Box 5020, New Hyde Park, New York 11042-0020, as mortgagee hereunder to the extent that this Mortgage operates as a mortgage or an open end mortgage ("Mortgagee").

W I T N E S S E T H :

WHEREAS, Grantor has previously delivered to Mortgagee a certain Mortgage, Open End Mortgage, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 20, 2002, which was recorded May 31, 2002 as Document No. 20613481, in the records of Cook County, Illinois (the "Original Mortgage") and a First Amendment to Mortgage, Open End Mortgage, Deed Of Trust, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of January 23, 2003, which was recorded February 19, 2003 as Document No. 30229027, in the records of Cook County, Illinois (the "First Amendment"), as security, in part, for various loans made or to be made to Grantor in the aggregate principal sum of up to FORTY MILLION DOLLARS (\$40,000,000.00), all in accordance with that certain Credit and Security Agreement dated as of May 20, 2002, between Grantor and Mortgagee, as lender (the "Original Credit Agreement"), as modified by that certain First Amendment and Waiver to Credit and Security Agreement, dated as of January 23, 2003 (the "First Amendment to Credit Agreement") and that certain Second Amendment to Credit and Security Agreement, dated as of July 7, 2003 (the "Second Amendment to Credit Agreement").

WHEREAS pursuant to that certain Third Amendment to Credit and Security Agreement dated as of the date hereof (the "Third Amendment to Credit Agreement"), Grantor and Mortgagee have now agreed to modify the Original Credit Agreement (as amended by the First Amendment to Credit Agreement and the Second Amendment to Credit Agreement) to, among, other things, increase the aggregate principal amount of the Revolving Credit Loans (as defined in the Original Credit Agreement (as amended by the First Amendment to Credit Agreement and the Second Amendment to Credit Agreement) by an aggregate amount of up to \$7,000,000.00 (the Original Credit Agreement, as modified by the First Amendment to Credit Agreement, the Second Amendment to Credit Agreement and the Third Amendment to Credit Agreement, as the same may be further amended, modified or supplemented from time to time, the "Credit Agreement").

WHEREAS Grantor and Mortgagee now desire to amend the Original Mortgage (as amended by the First Amendment) in order to, among other things, secure the Revolving Credit Loans, as increased by the Credit Agreement, to the same extent, and with the same priority as if same were advanced in connection with the Original

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Mortgage (the Original Mortgage, as modified by the First Amendment, this Second Amendment and as the same may be further amended, modified or supplemented from time to time, the "Mortgage").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor and Mortgagee agree as follows:

1. Definitions. Each reference in the Original Mortgage (as amended by the First Amendment) to (a) the "Mortgage" shall henceforth refer to the Original Mortgage as modified by the First Amendment and as modified hereby, as may be further amended, modified or supplemented from time to time, and (b) the "Credit Agreement" shall henceforth refer to the Original Credit Agreement as modified by the First Amendment to Credit Agreement, the Second Amendment to Credit Agreement and the Third Amendment to Credit Agreement, as may be further amended, modified or supplemented from time to time. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Mortgage (as amended by the First Amendment), including but not limited to, the "Land" as more particularly described on "Schedule A" attached hereto.

2. Secured Indebtedness. The Revolving Loan Amount is hereby increased from TWENTY MILLION DOLLARS (\$20,000,000.00) to TWENTY SEVEN MILLION DOLLARS (\$27,000,000.00). The terms "Revolving Loan Amount", "Mortgage Amount" and "Secured Indebtedness" shall hereinafter be deemed to include such increased amount, and the Mortgage shall secure such increased amount, to the same extent, and with the same priority as if same were advanced in connection with the Original Mortgage, and without affecting the priority of the lien created thereunder.

3. Miscellaneous. Except as specifically modified by the First Amendment and this Second Amendment, all the provisions of the Original Mortgage are hereby ratified and confirmed to be unmodified and in full force and effect. This Second Amendment may be executed in separate counterparts, each of which when executed and delivered shall be an original. This Second Amendment shall be governed by and construed in accordance with the internal laws of the state in which the Real Property is located.

4. Additional Matters. Notwithstanding anything to the contrary herein contained:

a. Wherever herein contained, the phrase "Trustee and Mortgagee, as applicable" or "Trustee" or any similar phrase

1. shall be deemed to refer to "Trustee for the benefit of Mortgagee, as beneficiary, to the extent the Mortgaged Property is located in Maryland;

2. shall be deemed to refer to "Mortgagee" to the extent the Mortgaged Property is located in any of the following States: Florida, Illinois, Indiana, Kentucky, Michigan, Minnesota, New Jersey, Pennsylvania, and Ohio and in such states

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Trustee shall have no rights, powers or obligations and all references herein to Trustee and Beneficiary shall be deemed deleted; and

3. to the extent the Mortgaged Property is located in Missouri, shall be deemed to refer (i) to Trustee for the benefit of Mortgagee in relation to the grant of a lien on real property, to the habendum clause and to the provisions relating to power of sale, (ii) to both Trustee and Mortgagee in relation to the grant of a security interest in personal property and fixtures and rights related thereto, and (iii) to Mortgagee in all other instances, provided that nothing contained in the Mortgage shall be construed to give Trustee the authority to exercise any rights or remedies granted in the Mortgage without prior written authorization by Mortgagee or the right or obligation to receive any payment of rents or other amounts except in connection with the exercise of the power of sale.

b. To the extent the Mortgaged Property is located in Maryland or Missouri, references to Mortgagee shall, if the context so requires, be deemed to be references to Mortgagee, as beneficiary.

c. To the extent the Mortgaged Property is located in Missouri, the term "Mortgaged Property," whenever used in the Mortgage, shall be deemed to be references to "Trust Property."

d. Notwithstanding anything to the contrary herein contained, to the extent the Mortgaged Property is located in the Commonwealth of Pennsylvania, the Mortgage shall not be deemed to be a purchase money mortgage.

e. Notwithstanding anything to the contrary herein contained, to the extent the Mortgaged Property is located in the State of Illinois, for purposes of Ill. Rev. Stat. ch. 110, paragraph 15-1302, all monies advanced to Grantor pursuant to the terms of the Credit Agreement or other Fundamental Document (as defined therein) subsequent to the recording date of this Second Amendment shall be deemed to be in furtherance of the terms of the Original Mortgage, as modified and the Credit Agreement secured by the Mortgage.


[Signature page follows on the next page.]

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THE GRANTOR HEREBY DECLARES THAT THE GRANTOR HAS READ THIS SECOND AMENDMENT, HAS SIGNED THIS SECOND AMENDMENT AS OF THE DATE AT THE TOP OF THE FIRST PAGE AND THE GRANTOR ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE AND COMPLETE COPY OF THIS SECOND AMENDMENT.

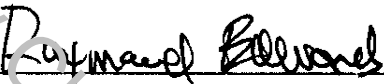
IN WITNESS WHEREOF, the Grantor and Mortgagee have duly caused this Second Amendment to be duly executed and delivered as of the day and year first above written.

FRANK'S NURSERY & CRAFTS, INC.

By:  [SEAL]
Michael D. McBride, Vice President
Legal and Real Estate

Address: 580 Kirts Blvd., Suite 300,
Troy, Michigan 48034

KIMCO CAPITAL CORP.

By:  [SEAL]
Raymond Edwards, Vice President

Address: c/o Kimco Realty Corporation
3333 New Hyde Park Road
New Hyde Park, NY 11042-0029

This instrument was prepared by:

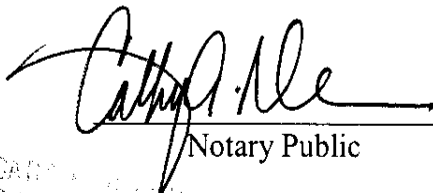
Chester P. Lee, Esq.
Morgan, Lewis & Bockius, LLP
101 Park Avenue
New York, NY 10178-0060
(212) 309-6326

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ACKNOWLEDGEMENT

STATE OF MICHIGAN :
: ss.:
COUNTY OF OAKLAND :

On the 15 day of December in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael D. McBride, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

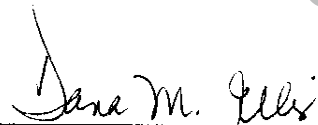


Notary Public

CA 1117
Notary Public, State of Michigan, MI [NOTARY SEAL]
My Commission Expires Dec. 21, 2006

STATE OF NEW YORK :
: ss.:
COUNTY OF NASSAU :

On the 27 day of December in the year 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond Edwards, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

[NOTARY SEAL]

DANA M. ELLIS
Notary Public, State of New York
No. 01EL6084654
Qualified in Nassau County
Commission Expires December 9, 2006

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THIS RIDER CONTAINS PROVISIONS APPLICABLE TO THE LAWS AND CUSTOMS OF THE STATE OF ILLINOIS WHICH, TO THE EXTENT PROVIDED HEREIN, MODIFY, SUPPLEMENT AND SUPERSEDE THE MORTGAGE TO WHICH THIS RIDER IS ANNEXED. IF AND TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS RIDER CONFLICT WITH, OR ARE OTHERWISE INCONSISTENT WITH, ANY OF THE PROVISIONS OF THE WITHIN MORTGAGE, WHETHER OR NOT SUCH INCONSISTENCY IS EXPRESSLY NOTED IN THIS RIDER, THE PROVISIONS OF THIS RIDER SHALL PREVAIL.

1. Definition of Terms. Except as herein otherwise expressly provided, all capitalized terms used herein shall have the same definition as in the Mortgage. In case of any conflict or inconsistency between any provision of this Rider and the Credit Agreement, the provisions of the Credit Agreement shall control.
2. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Real Property is located under the Illinois Uniform Commercial Code with respect to any Real Property which now or hereafter may become fixtures.

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SCHEDULE "A"

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEAST OF THE CENTER OF STATE ROAD, WEST OF THE WEST LINE OF THE EAST 57 FEET OF THE AFORESAID NORTHEAST 1/4 OF SECTION 28 AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57 FEET WHICH IS 300 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 (EXCEPT THE WESTERLY 50 FEET OF THE TRACT DESCRIBED BEING A PART OF STATE ROAD AND ALSO EXCEPTING THEREFROM THE EASTERLY 475 FEET AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF) IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TRUSTEE'S DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 44261 TO PLYWOOD MINNESOTA MIDWESTERN, INC. DATED NOVEMBER 14, 1979 AND RECORDED DECEMBER 6, 1979 AS DOCUMENT 25270445 AND AS AMENDED BY DOCUMENT 88368844 AND RE-RECORDED AS DOCUMENT 88455718 FOR ALL LAWFUL PURPOSES OF INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT OF BEGINNING BEING 475.00 FEET WEST (AS MEASURED ALONG SAID RIGHT ANGLE LINE) OF THE SAID WEST LINE OF THE EAST 57.00 FEET THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST (AT RIGHT ANGLE TO LAST DESCRIBED RIGHT ANGLE LINE) 24.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST (24.00 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE) A DISTANCE OF 429.58 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT DATED DECEMBER 20, 1965; THENCE NORTH 66 DEGREES 15 MINUTES, 47 SECONDS WEST ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 59.62 FEET TO A POINT ON THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE 375.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED;

ALSO,

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT ANGLE LINE A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT AGREEMENT DATED DECEMBER 20, 1965; THENCE SOUTH 66 DEGREES 15 MINUTES 47 SECONDS EAST, ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 71.00 FEET TO CURVED LINE,

CONVEX NORTHERLY HAVING A RADIUS OF 49.42 FEET, A DISTANCE OF 38.89 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES 27 MINUTES 30 SECONDS EAST) TO A POINT ON THE WEST LINE OF THE EAST 57.00 FEET, AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 57.00 FEET, A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.