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SECOND AMENDMENT TO SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT

THIS SECOND AMENDMENT TO SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT (the "Second Amendment") is made and entered into as of the 26th day of October, 1993, between Amalgamated Trust & Savings Bank, as Trustee under a Trust Agreement dated March 24, 1993, and known as Trust No. 5578 ("Trust No. 5578"), and Kmart Corporation, a Michigan corporation (RECORDING).

RECITALS:

1. McDonald's National Trust, N.A., as Trustee under a Trust Agreement dated April 15, 1992, and known as Trust No. 117000, as the predecessor-in-interest to Trust No. 5578, and Kmart have previously entered into that certain Shopping Center Reciprocal Easement and Operation Agreement (the "Initial REOA") dated October 2, 1992 and recorded on October 13, 1992 in the Recorder's Office for Cook County, Illinois as Document No. 92757951.

B. The Initial REOA has been amended by that certain First Amendment to Shopping Center Reciprocal Easement and Operation Agreement (the "First Amendment") dated July 21, 1993 by and between Kmart and Trust No. 5578 and recorded on July 22, 1993 in the Office of the Recorder, Cook County, Illinois as Document No. 93570551. The Initial REOA and the First Amendment shall hereinafter be collectively referred to as the "REOA."

C. Kmart is the owner of the real property legally described on Exhibit A attached hereto and made a part hereof (the "Kmart Parcel").

D. Trust No. 5578 is the owner of the real property legally described on Exhibit B attached hereto and made a part hereof (the "Trust No. 5578 Parcel").

E. Collectively, the Kmart Parcel and the Trust No. 5578 Parcel presently comprise the Shopping Center, as defined in the REOA.

F. Kmart intends to deed and convey to McDonald's Corporation that certain portion of the Kmart Parcel legally described in Exhibit C attached hereto and made a part hereof (the "Release Parcel"). The parties hereto have agreed that the Release Parcel may be released from and be no longer subject to the REOA so that McDonald's Corporation, and its successors and assigns may accept and own such Release Parcel unencumbered by the REOA.

G. After the Release Parcel is released from and no longer subject to the REOA, collectively the Kmart Parcel, excepting therefrom the Release Parcel, and the Trust No. 5578 Parcel shall comprise the Shopping Center as defined in the REOA.

H. To accomplish the foregoing, Kmart and Trust No. 5578 desire to amend the REOA on the terms set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, Kmart and Trust No. 5578 hereby agree as follows:

1. Except as otherwise set forth in this Second Amendment, capitalized terms shall have the same meaning herein as in the REOA.
2. The Release Parcel is hereby released from and no longer subject to the REOA nor benefitted thereby.

2/11/93

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3. The Kmart Parcel, excepting therefrom the Release Parcel, is legally described on Exhibit D attached hereto and made a part hereof (the "Second Revised Kmart Parcels").

4. For all purposes of the REOA, references to the "Kmart Parcels" shall henceforth mean and refer to the Second Revised Kmart Parcels. By virtue of such redefinition, among other things, the Responsible Owner of the "Kmart Parcels," as redefined in this Second Amendment, shall be determined by the owner or owners of the "Second Revised Kmart Parcels."

5. The Responsible Owner of the "Kmart Parcels", as redefined in this Second Amendment, may, without the consent of any other person or entity and notwithstanding anything to the contrary contained in Section 1.7 of, or elsewhere in, the REOA, grant an easement or easements for ingress, egress, access and/or parking for vehicular or pedestrian traffic, and/or for utilities over the Kmart Parcels, as provided in Section 1.1 of the REOA for the benefit of the Release Parcel and the adjoining McDonald's Corporation parcel.

6. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Amalgamated Trust & Savings Bank, as Trustee of Trust No. 5578, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Trust & Savings Bank nor any of the beneficiaries at any time or from time to time under the Trust Agreement for Trust No. 5578, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Kmart and Trust No. 5578 have executed and delivered this Second Amendment as of the day and year first above written.

KMART CORPORATION, a Michigan corporation

By: *M. J.*
Its: _____

AMALGAMATED TRUST AND SAVINGS BANK, as
Trustee of Trust No. 5578

By: _____
Its: _____

*Prepared by
and mailed to:*
RANDI C. MAYER
MCDONALD'S CORPORATION
8TH FLOOR
ONE MCDONALD'S PLAZA
OAK BROOK IL 60521

93557599

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3. The Kmart Parcel, excepting therefrom the Release Parcel, is legally described on Exhibit D attached hereto and made a part hereof (the "Second Revised Kmart Parcels").

4. For all purposes of the REOA, references to the "Kmart Parcels" shall henceforth mean and refer to the Second Revised Kmart Parcels. By virtue of such redefinition, among other things, the Responsible Owner of the "Kmart Parcels," as redefined in this Second Amendment, shall be determined by the owner or owners of the "Second Revised Kmart Parcels."

5. The Responsible Owner of the "Kmart Parcels", as redefined in this Second Amendment, may, without the consent of any other person or entity and notwithstanding anything to the contrary contained in Section 1.7 of, or elsewhere in, the REOA, grant an easement or easements for ingress, egress, access and/or parking for vehicular or pedestrian traffic, and/or for utilities over the Kmart Parcels, as provided in Section 1.1 of the REOA for the benefit of the Release Parcel and the adjoining McDonald's Corporation parcel.

6. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Amalgamated Trust & Savings Bank, as Trustee of Trust No. 5578, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Trust & Savings Bank nor any of the beneficiaries at any time or from time to time under the Trust Agreement for Trust No. 5578, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Kmart and Trust No. 5578 have executed and delivered this Second Amendment as of the day and year first above written.

KMART CORPORATION, a Michigan corporation

By: _____

Its: _____

AMALGAMATED TRUST AND SAVINGS BANK, as
Trustee of Trust No. 5578

By: _____

Its: _____

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RIDER ATTACHED TO: Second Amendment to Shopping Ctr

DATED: _____

This instrument is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said **AMALGAMATED TRUST & SAVINGS BANK** in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said document 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 as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said, **AMALGAMATED TRUST & SAVINGS BANK** as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 5578

BY: Michele Hofstra
VICE PRESIDENT

ATTEST: Edward C. Szwajca
ASSISTANT SECRETARY

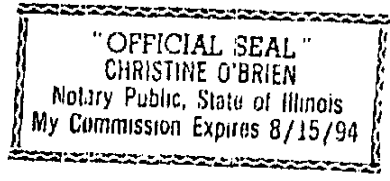
STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that MICHELE HOFSTRA, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and IRVING B. POLAKOW, ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 28th DAY OF October, 19 98

BY: Christine O'Brien
NOTARY PUBLIC

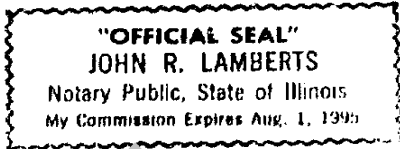



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ILLINOIS
STATE OF MICHIGAN)
COOK)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of October, 1993 by M.L. Skiles as Sr. Vice-Pres. of Kmart Corporation, a Michigan corporation, on behalf of the corporation.




Notary Public
My commission expires: _____

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of _____ Kmart Parcel

Lots 1, 2, 3 and 4 in Kmart's Homewood Subdivision in the Northeast Quarter of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1993 as no. 93430134, in Cook County, Illinois.

EXCEPTING THEREFROM:

LOT 4 AND THAT PART OF LOT 1 IN KMART'S HOMEWOOD SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT NO. 93430134 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 141.87 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4 A DISTANCE OF 65.61 FEET; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 94.48 FEET, CENTRAL ANGLE 47 DEGREES 24 MINUTES 51 SECONDS, 78.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 98.35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, CENTRAL ANGLE 37 DEGREES 24 MINUTES 52 SECONDS, 64.22 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN JAFFE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1992 AS DOCUMENT NO. 92757949; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION, 81.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 190.50 FEET TO THE POINT OF BEGINNING.

Property Address: approximately 400 feet south of the SWC of 175th Street and Halsted Street, Homewood, Illinois.

P.I.N.: 29-32-200-050

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EXHIBIT B

Legal Description of Trust No. 5578 Parcel

LOT 1 IN THE G&H CONSOLIDATION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE CONSOLIDATION PLAT THEREOF RECORDED ON JULY 22, 1993 AS DOCUMENT NO. 93570547 IN THE RECORDER'S OFFICE FOR COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOT 4 AND THAT PART OF LOT 1 IN KMART'S HOMEWOOD SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT NO. 93430134 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 141.87 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 4 A DISTANCE OF 65.61 FEET; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 94.48 FEET, CENTRAL ANGLE 47 DEGREES 24 MINUTES 51 SECONDS, 78.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 98.35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, CENTRAL ANGLE 37 DEGREES 24 MINUTES 52 SECONDS, 64.22 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN JAFFE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1992 AS DOCUMENT NO. 92757949; THENCE NORTH 90 DEGREES, 00 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY EXTENSION, 81.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 190.50 FEET TO THE POINT OF BEGINNING.

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. COOK COUNTY RECORDER

F:\home\alg\11335\exhibit.7\October 28, 1993

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EXHIBIT C

Legal Description of Release Parcel

THE SOUTH 30.00 FEET OF THE EAST 181.50 FEET OF LOT 3 IN KMART HOMEWOOD SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT NO. 93430134, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

93430134

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EXHIBIT D

Legal Description of
Second Revised
Kmart Parcels

Lots 1, 2, 3 and 4 in Kmart's Homewood Subdivision in the Northeast Quarter of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded June 8, 1993 as No. 93430134, in Cook County, Illinois.

EXCEPTING THEREFROM:

LOT 4 AND THAT PART OF LOT 1 IN KMART'S HOMEWOOD SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT NO. 93430134 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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AND FURTHER EXCEPTING THEREFROM:

THE SOUTH 30.00 FEET OF THE EAST 181.50 FEET OF LOT 3 IN KMART HOMEWOOD SUBDIVISION, IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1993 AS DOCUMENT NO. 93430134, IN COOK COUNTY, ILLINOIS.

Property Address: approximately 400 feet south of the SWC of 175th Street and Halsted Street, Homewood, Illinois.

P.I.N. 29-32-200-050