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Attention: Timothy G. Little, Esq.



4449-9579

MORTGAGE, LEASEHOLD MORTGAGE, DEED OF TRUST,
LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
SUPPLEMENTAL INDENTURE

Dated as of

November 10, 1994

between

DEPT-01 RECORDING \$141.50
T#0011 TRAN 4599 11/15/94 16:10:00
#6142 ÷ RV *-94-970982
COOK COUNTY RECORDER

William J. Wade, a trustee of Retail Trust IV, a Delaware business trust created under Trust Agreement, dated as of November 1, 1994,

as Individual Owner Trustee

and

The First National Bank of Chicago, National Association, a national banking association and L. Dillard,

as Indenture Trustee

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MORTGAGE, LEASEHOLD MORTGAGE, DEED OF TRUST, LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND SUPPLEMENTAL INDENTURE

This MORTGAGE, LEASEHOLD MORTGAGE, DEED OF TRUST, LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated November 9, 1994 but effective as of November 10, 1994 between:

Retail Trust IV (the "Owner Trust"), a Delaware business trust having an address c/o the Corporate Owner Trustee (as defined below), created under the Trust Agreement (as defined in the Indenture (as hereinafter defined)), between WILMINGTON TRUST COMPANY, a Delaware banking corporation (together with its permitted successors and assigns, the "Corporate Owner Trustee"), having an address at 1100 North Market Street, Rodney Square, North Wilmington, Delaware 19890-0001 and William J. Wade (together with his permitted successors and assigns, the "Individual Owner Trustee"; together with the Corporate Owner Trustee the "Owner Trustees") having an address c/o the Corporate Owner Trustee acting not individually, except as otherwise provided herein, but solely as trustees, as trustor and mortgagor under this Supplemental Indenture,

and

THE FIRST NATIONAL BANK OF CHICAGO, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (together with its permitted successors and assigns, the "Corporate Indenture Trustee"), having an address at One First National Plaza, Suite 0216, Chicago, Illinois 60670-0126, and L. Dillard (together with his permitted successors and assigns, the "Co-Indenture Trustee"; together with the Corporate Indenture Trustee, the "Indenture Trustee"), having an address c/o the Corporate Indenture Trustee, acting not individually, except as otherwise provided herein, but solely as trustees under the Indenture, as mortgagee to the extent this Supplemental Indenture operates as a mortgage and a leasehold mortgage, and the Indenture Trustee, as trustee for the benefit of the Holders (as hereinafter defined) of the Mortgage Notes (as hereinafter defined), as beneficiaries, to the extent this Supplemental Indenture operates as a deed of trust and leasehold deed of trust.

This Supplemental Indenture is a supplemental indenture to the Indenture. The Corporate Owner Trustee and the Individual Owner Trustee, when acting in their

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individual capacities, are herein referred to as the "Trust Company" and "Wade", respectively. The Corporate Owner Trustee and the Individual Owner Trustee, when acting in their trustee capacities, are herein collectively referred to, in such capacities, as the "Owner Trustees").

RECITALS

WHEREAS, the Owner Trust is the lessee of that certain parcel of land more particularly described in Schedule 1 annexed hereto (the "Land") pursuant to a certain Ground Lease of even date herewith (the separate ground lease relating to the Land is hereinafter referred to as the "Ground Lease"), between Wal-Mart Stores, Inc. (the "Company"), as lessor, and the Owner Trust, as lessee.

WHEREAS, simultaneously herewith, the Owner Trust has leased back to the Company the Land together with all of the Related Improvements and Alterations (as such terms are defined in the Lease) now or hereafter located thereon pursuant to a certain Lease of even date herewith (the separate lease agreement relating to the Land is hereinafter referred to as the "Lease"), a memorandum of which has been recorded immediately prior to the recording of this Supplemental Indenture; and

WHEREAS, simultaneously herewith, the Owner Trust and the Indenture Trustee have entered into a certain Indenture (the "Indenture") providing, *inter alia*, for the issuance of one or more series of notes; and

WHEREAS, Section 12.01 of the Indenture provides, among other things, that the Owner Trust and the Indenture Trustee may enter into indentures supplemental to the Indenture for, among other things, the purpose of establishing the form and terms of notes of any series as permitted by Section 12.01 of the Indenture; and

WHEREAS, as contemplated by Section 12.01 of the Indenture the Owner Trust (i) desires to issue a series of Notes to be designated as specified in Exhibits A-1 and A-2 (the "Mortgage Notes"; it being understood that such term as used herein shall not refer to any notes issued or secured under any Other Supplemental Indenture) and (ii) has requested the Indenture Trustee enter into this Supplemental Indenture for the purpose of establishing the form and terms of the Mortgage Notes; and

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WHEREAS, all action on the part of the Owner Trustees necessary to authorize the issuance of the Mortgage Notes under the Indenture has been duly taken; and

WHEREAS, all things necessary to make this Supplemental Indenture, upon execution and delivery hereof, the valid, binding and legal obligation of the Owner Trust, have been done and performed and have happened;

WHEREAS, all acts and things necessary to make the Mortgage Notes, when executed by the Corporate Owner Trustee and authenticated and delivered by the Indenture Trustee as provided in the Indenture, the legal, valid and binding obligations of the Owner Trust, and to constitute a valid and binding supplemental indenture, deed of trust, leasehold deed of trust, assignment of leases and rents and security agreement according to its terms, have been done and performed, and the execution of this Supplemental Indenture and the creation and issuance under this Supplemental Indenture of the Mortgage Notes have in all respects been duly authorized, and the Corporate Owner Trustee, in the exercise of the legal right and power vested in it, executes this Supplemental Indenture and proposes to create, execute, issue and deliver the Mortgage Notes; and

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, (A) to secure (i) the payment of the principal of, and interest on and all other amounts in respect of the Mortgage Notes from time to time Outstanding, and (ii) the performance and observance of the covenants herein contained and the performance and observance by the Owner Trust of all of the covenants and provisions contained herein and (as they relate to property only, only with respect to the property encumbered hereby) in the Indenture Documents (the Indenture Documents, as such documents relate to the property encumbered hereby, are hereinafter referred to as the "Related Indenture Documents") to which it is a party for the benefit of the Holders and the Indenture Trustee, and (iii) all present and future obligations of the Owner Trust under the Related Indenture Documents, and (B) in consideration of the premises and of the purchase of the Mortgage Notes by the purchasers thereof, the Owner Trust does hereby irrevocably and absolutely grant, bargain, convey, warrant, assign, collaterally assign, mortgage, pledge, sell, alien, remise, release, transfer, hypothecate, deliver, set over and confirm (the foregoing acts being referred to herein as simply the "Grant"), to and for the benefit of the Indenture Trustee and its successors and assigns forever, in trust, with power of sale and right of entry, upon the terms herein set forth, for the benefit and security of the Holders of the Mortgage Notes, without priority of any over the others, all right, title and interest of the Owner Trust in and to its interest in, to and under all of the property, rights, privileges and franchises described in the following Granting Clauses,

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whether now owned or hereafter acquired (collectively, described as the "Indenture Estate"), to wit:

Granting Clause First

The leasehold interest in the Land and all rights and remedies of the Owner Trust, as lessee under the Ground Lease, arising under and by virtue of the Ground Lease, together with all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to the Land, belonging or in any way appertaining thereto, including, without limitation, any streets, ways, alleys, gores or strips of land adjoining the Land and all sewer rights, waters, water courses, water rights and powers, mineral rights, air rights and all development rights whatsoever in any way belonging, relating or appertaining to any of the Property (as defined below), or which hereafter shall in any way belong, relate or be appurtenant thereto and whether now owned or hereafter acquired by the Owner Trust; all claims or demands of the Owner Trust at law or in equity, in possession or expectancy of, in and to the Land; and subject to the provisions of this Supplemental Indenture, all rents, income, revenues, issues, awards, proceeds, deposits, tenders, profits and other benefits from and in respect of the property described in this Granting Clause First and/or Granting Clause Second or from any business, if any, conducted thereon by Owner Trust, in each case whether now existing or hereafter arising or acquired by the Owner Trust, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described that is now owned or held or is hereafter acquired by the Owner Trust and affixed, attached and annexed to the Property shall be and remain or become and constitute a portion of the Indenture Estate and the security covered by and subject to the lien hereof and all of the Owner Trust's right, title and interest in and to any right pursuant to Section 365(h) of the Federal Bankruptcy Code, or any successor to such section (i) to possession or any statutory term of years derived from or incident to the Ground Lease, or (ii) to treat the Ground Lease as terminated (subject to the provisions of Section 3.05 hereof). As used herein, the term "Property" shall mean the Owner Trust's leasehold interest in the Land pursuant to the terms of the Ground Lease and fee title to the Related Improvements, including, without limitation, any Alterations and other additions to and changes in the Related Improvements located on the Land, and in all Personalty (as hereinafter defined).

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Granting Clause Second

The Related Improvements, including without limitation, the Alterations (except as provided in Section 12(b) of the Lease) and other additions to or changes in the Related Improvements now located or at any time hereafter constructed or placed upon the Land and all building equipment, fixtures and goods of every kind and nature now or hereafter to be placed on the Land, whether or not the same shall constitute fixtures on the Land or in any such Related Improvements (collectively, the "Personalty").

Granting Clause Third

All Basic Rent, Additional Rent (including all payments, receipts and other consideration of any sort whatsoever payable under the Lease in respect of Stipulated Loss Value and Termination Value, and all Termination Payments I, Termination Payments II, Special Option Price payments, Option Price payments, Taking Price payments and Total Loss Price payments, and all other payments of Special Additional Rent made to the Owner Trust, as lessor under the Lease, and purchase prices in respect of the Property payable under the Lease (including amounts payable under the provisions of any Indenture Document incorporated by reference into the Lease); and all other right, title and interest of the Owner Trust, as lessor, under the Lease (including all extended and renewal terms under the Lease) and such other rights, title and interest as are described in Article III hereof, subject to application of certain monies in accordance with Article V of the Indenture.

Granting Clause Fourth

All (a) general intangibles relating to design, development, operation, management and use of the Property, (b) certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Property (except for any such permits and approvals that are not transferable by law), (c) construction, service, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Property, (d) architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property, and (e) payment and performance bonds or warranties or guarantees relating to the Property.

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Granting Clause Fifth

Proceeds of all of the foregoing and any and all other moneys and property which may from time to time become subject to the Lien hereof or which may come into the possession or be subject to the control of the Indenture Trustee pursuant to this Supplemental Indenture, the other Related Indenture Documents with respect to the Property or any other instrument included in the Indenture Estate (other than Excepted Rights and Payments), including, without limitation, casualty insurance proceeds and all awards which may at any time be made to the Owner Trust for the taking by eminent domain of the whole or any part of the Indenture Estate or any interest therein and other property, if any, delivered to the Indenture Trustee by or on behalf of the Owner Trust, it being the intention of the Owner Trust and it being hereby agreed that all property hereafter acquired by Owner Trust and required to be subject to the Lien of this Supplemental Indenture or intended so to be (other than Excepted Rights and Payments) shall forthwith upon the acquisition thereof by the Owner Trust be subject to the Lien of this Supplemental Indenture as if such property were at the date hereof owned by Owner Trust and were specifically described in this Supplemental Indenture and such Lien were granted hereby or pursuant hereto.

Notwithstanding anything herein that may be construed to the contrary and without limiting the grants set forth in Granting Clauses First through Fifth hereunder, the Owner Trust hereby unconditionally and absolutely (and not collaterally) assign, convey, grant, sell and transfer to the Indenture Trustee for the benefit of the Holders of the Mortgage Notes, the Owner Trust's entire right, title and interest pursuant to the Lease to collect, sue for and receive from the Company the Make-Whole Premium, if any, due under the terms hereof and of the Mortgage Notes, it being agreed, that (1) such grant shall survive the discharge of the Lien of this Supplemental Indenture with respect to the other portions of the Indenture Estate and (2) no other portion of the Indenture Estate shall also secure the Owner Trust's obligation to pay the Make-Whole Premium, except to the extent provided in Section 2.01(b)(ii).

Also, in addition to the foregoing, those provisions of the Granting Clauses, if any, set forth in the Special State Law Addendum, if any, hereto are hereby incorporated by reference.

PROVIDED, HOWEVER, that the foregoing Granting Clauses shall not subject to the Lien of this Supplemental Indenture any Excepted Rights and Payments,

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PROVIDED, FURTHER, that the Lien of this Supplemental Indenture shall be subject and subordinate to the leasehold estate created in favor of the Company under the Lease,

TO HAVE AND TO HOLD the Indenture Estate and all parts thereof unto the Indenture Trustee and its successors and assigns to its own use and benefit forever, but in trust, nevertheless for the benefit and security of the Holders of the Mortgage Notes for the use and purposes and with the power and authority and subject to the terms and conditions mentioned and set forth in this Supplemental Indenture, the Indenture and the other Related Indenture Documents,

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of the Holders of the Mortgage Notes from time to time of the Mortgage Notes Outstanding hereunder without any priority of any one over any other,

AND UPON THE TRUSTS and subject to the covenants and conditions hereinafter set forth:

IT IS HEREBY COVENANTED AND AGREED that anything herein contained to the contrary notwithstanding, to the extent the property is located in any of the following states, this Supplemental Indenture shall be deemed to be and shall be enforceable as a mortgage and leasehold mortgage: Alabama, Arkansas, Illinois, Indiana, Kansas, Kentucky, Maine, Michigan, Minnesota, Ohio and Oklahoma.

IT IS HEREBY COVENANTED AND AGREED that anything herein contained to the contrary notwithstanding, to the extent the property is located in any of the following states, this Supplemental Indenture shall be deemed to be and shall be enforceable as a deed of trust and leasehold deed of trust: California, Colorado, Georgia, Mississippi, Missouri, North Carolina, Oregon, Texas and Utah.

IT IS HEREBY FURTHER COVENANTED AND AGREED that anything herein contained to the contrary notwithstanding, the Owner Trust shall remain liable under the Related Indenture Documents to perform all of its obligations thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Indenture Trustee and the Holders of the Mortgage Notes shall have no obligation or liability under any thereof by reason of or arising out of the Grant hereunder, nor shall the Indenture Trustee or any such Holder be required or obligated in any manner to perform or fulfill any obligations of the Owner Trust under or pursuant to any of the Related Indenture Documents to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or

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file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Effective upon the occurrence and continuance of an Indenture Event of Default under this Supplemental Indenture, and subject to the terms hereof, the Owner Trust does hereby appoint and constitute the Indenture Trustee, the true and lawful attorneys of the Owner Trust, irrevocably, with full power (in the name of the Owner Trust or otherwise) to ask, require, demand and receive any and all moneys and claims for moneys (in each case including insurance and requisition proceeds) due and to become due under or arising out of the Related Indenture Documents (other than Excepted Rights and Payments) and all other property which now or hereafter constitutes part of the Indenture Estate, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Indenture Trustee may deem to be necessary or advisable in the premises. Under the Lease, the Company is directed to make all payments of Basic Rent and all other amounts which are required to be paid to or deposited with the Owner Trust pursuant to such Lease (other than Excepted Payments) directly to the Indenture Trustee at such address or addresses or account as the Indenture Trustee shall specify, for application as provided in the Indenture. The Owner Trust agrees that, promptly on receipt thereof, it will transfer to the Indenture Trust any and all moneys (other than Excepted Payments) from time to time received by it constituting part of the Indenture Estate, for distribution by the Indenture Trustee pursuant to the Indenture, except that the Owner Trust shall accept for distribution pursuant to the Trust Agreement any amounts distributed to it by the Indenture Trustee under the Indenture.

The Owner Trust agrees that, at any time and from time to time, upon the written request of the Indenture Trustee, the Owner Trust will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents as the Indenture Trustee may reasonably deem necessary or desirable in obtaining the full benefits of the Grant made hereunder and of the rights and powers granted herein.

The Owner Trust does hereby warrant and represent that it has not mortgaged, assigned or pledged, and hereby covenants that it will not mortgage, assign or pledge, so long as this Supplemental Indenture shall remain in effect and shall not have been terminated pursuant to Section 13.01 of the Indenture, any of the Indenture Estate hereby assigned, to anyone other than the Indenture Trustee. With respect to the Indenture Estate hereby assigned, the Owner Trust will not, except as provided in this Supplemental Indenture or the Indenture or with respect to Excepted

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Rights and Payments, (i) enter into any agreement terminating, amending or supplementing any of the Related Indenture Documents, or execute any waiver or modification of, or consent under, the terms of any of the Indenture Documents, or surrender its interest under the Ground Lease or accept a surrender of the Company's interest under the Lease or subordinate the Lease, (ii) accept any payment from the Company under any Indenture Document or (iii) submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Related Indenture Documents to arbitration thereunder. For purposes of Section 7.01(d) of the Indenture, this is the sixth paragraph following the Habendum clause.

The Owner Trust hereby ratifies and confirms the Lease and hereby agrees that, unless otherwise permitted or required hereunder, it will not take any action prohibited, or omit to take any action required, by any Indenture Document, the taking or omission of which might result in an alteration or impairment of any of the Related Indenture Documents or any of the rights created by any thereof or the assignment hereunder or thereunder.

Notwithstanding the Granting Clauses or any of the preceding paragraphs, there is hereby expressly excluded from the foregoing Grant all Excepted Rights and Payments.

IT IS HEREBY FURTHER COVENANTED AND AGREED by and between the parties hereto as follows:

ARTICLE I

THE MORTGAGE NOTES

SECTION 1.01 Definitions. Unless the context shall otherwise require, each of the capitalized terms used in this Supplemental Indenture and not otherwise defined in this Supplemental Indenture shall have the meaning assigned to it in the Indenture. Unless otherwise indicated, references in this Supplemental Indenture to articles, sections, paragraphs, clauses, appendices, schedules and exhibits are to the same contained in or attached to this Supplemental Indenture.

SECTION 1.02 Designation of the Mortgage Notes. There are hereby created the Mortgage Notes, in such subseries as is designated in Section 1.03. The Mortgage Notes may forthwith be executed by the Corporate Owner Trustee and delivered to the Corporate Indenture Trustee for authentication and delivery by the

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Corporate Indenture Trustee in accordance with the provisions of Sections 2.02 and 2.03 of the Indenture.

SECTION 1.03 Maximum Principal Amount. Except as otherwise provided in the Indenture, the Mortgage Notes shall be limited in the aggregate principal amounts as set forth in Schedule 2 and Schedule 3, respectively, annexed hereto.

SECTION 1.04 Maturities and Interest Rates. The Mortgage Notes shall be dated the date hereof, shall have stated Maturity Dates and aggregate respective principal amounts and shall bear interest at the rates per annum all as set forth in Schedule 2 and Schedule 3, respectively, annexed hereto. Pursuant to the terms of the Owner Participation Agreement, the Mortgage Notes shall be initially issued to the Pass Through Trustee.

SECTION 1.05 Denominations. The Mortgage Notes shall be issued in denominations of \$1,000 of principal amount or integral multiples thereof (provided that one Mortgage Note maturing on each Maturity Date may be in a different principal amount in order to represent the balance, if any, of the principal indebtedness evidenced by all Mortgage Notes maturing on such Maturity Date).

SECTION 1.06 Principal and Interest Payments.

Each of the Mortgage Notes shall bear interest on the principal amount thereof from time to time outstanding from the date hereof, or the most recent date to which interest has been paid and duly provided for, as the case may be, which shall be payable on the Interest Payment Dates specified on the face of the forms of the Mortgage Notes set forth in Exhibit A-1 and Exhibit A-2 hereto until the principal thereof is paid to the Corporate Indenture Trustee or made available to the Corporate Indenture Trustee for payment in the manner herein provided. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

The principal of each of the Mortgage Notes shall be payable in installments, on each Installment Payment Date and at the Maturity Date, in amounts equal to the Installment Payment Amount for each Installment Payment Date and Maturity Date, as provided in Schedule 2 and Schedule 3, respectively, annexed hereto.

The principal of, Make-Whole Premium, if any (subject to Section 8.02(d) of the Indenture), and interest on, the Mortgage Notes shall be payable to or

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at the direction of the Holders thereof in immediately available funds by wire transfer to an account in the United States designated by the respective Holder.

SECTION 1.07. Payments from Indenture Estate Only. (a) Anything to the contrary herein notwithstanding, the Owner Trust shall not be required to make any payments under this Supplemental Indenture or the Indenture in respect of the Mortgage Notes except from the Indenture Estate. Each Holder, by its acceptance of a Mortgage Note, agrees it will look solely to the Indenture Estate as provided herein and that none of the Owner Participant, the Owner Trust, the Individual Owner Trustee, the Trust Company or the Indenture Trustee is personally liable to such Holder for any amounts payable under this Supplemental Indenture or such Mortgage Note or for any amounts payable or liability under any Mortgage Note, this Supplemental Indenture or the Indenture in respect of the Mortgage Notes, except as expressly provided in the Indenture in the case of the Trust Company, Individual Owner Trustee, the Owner Trust or the Indenture Trustee, or in the case of the Owner Participant, except with respect to its representations and warranties provided in Section 8 of the Owner Participation Agreement.

(b) It is expressly understood and agreed by and among the parties hereto, for themselves and their respective successors and assigns, that nothing herein contained shall be construed as creating any liability of the Owner Trust or any beneficiary of the Owner Trust or any of their respective affiliates or any of their respective officers, directors, shareholders, partners, venturers, trustees (except for the Owner Trustees which shall be governed by Section 1.07(c) hereof), beneficiaries, employees or agents (the Owner Trust and such other Persons being collectively called "Lessor Parties"), individually or personally, for breach of any representation or warranty or to observe or perform any agreement or covenants, either express or implied, contained herein or in the Indenture, all such liability, if any, being expressly waived by each other party hereto and by each and every person now or hereafter claiming by, through or under any of the other parties hereto, and that, so far as any Lessor Party, individually or personally, is concerned, each other party hereto and any person claiming by, through or under any of the other parties hereto shall look solely to the right, title and interest of the Owner Trust in the Indenture Estate for the performance of any obligation under this Supplemental Indenture and the satisfaction of any liability arising herefrom. In furtherance of the foregoing, should the Owner Trust become subject to a proceeding under the Federal Bankruptcy Code or any successor provision, each other party hereto or any other person claiming by, through or under any of the other parties hereto shall, upon the request of the Owner Trust, make the election referred to in Section 1111(b)(1)(A)(i) of such code or successor provision. Notwithstanding such election, if any person be held to have recourse to any Lessor Party, individually or personally, directly or indirectly on account of any

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amount payable by or any obligation of the Owner Trust hereunder or under the Indenture, and any of the other parties hereto or any other person claiming by, through or under any of the other parties hereto actually receives an Excess Amount, then any such person receiving an Excess Amount shall promptly refund to the Owner Trust all of such Excess Amount. For purposes of this Section 1.07, "Excess Amount" means the amount by which payments received by any party exceed the amount which would have been received by such party if the applicable Lessor Party had been subject to liability only in respect of its right, title and interest in the Indenture Estate. For purposes of this Section 1.07, the Owner Trust shall be deemed to include any permitted successors to the Owner Trust's interest in the Property.

(c) It is expressly understood and agreed by the parties hereto that (i) this Supplemental Indenture is executed and delivered by the Trust Company and the Individual Owner Trustee, respectively, not individually or personally but solely as trustees on behalf of the Owner Trust under the Trust Agreement, in the exercise of the powers and authority conferred and vested in them as the Corporate Owner Trustee and Individual Owner Trustee, (ii) each of the representations, undertakings and agreements herein made on the part of the Owner Trust (other than those specifically made by the Trust Company or Wade in its respective individual capacity) is made and intended not as personal representations, undertakings and agreements by the Trust Company or Wade but is made and intended for the purpose for binding only the Trust Estate (as defined in the Trust Agreement) created by the Trust Agreement, (iii) nothing herein contained shall be construed as creating any liability on the Trust Company or Wade, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the Indenture Trustee and by any Person claiming by, through or under the Indenture Trustee and (iv) under no circumstances (except in respect of those representations, warranties, undertakings and agreements made by the Trust Company or Wade in its respective individual capacity) shall the Trust Company or Wade be personally liable for the payment of any Indebtedness or expenses of the Owner Trust or the Owner Trustees or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustees or the Owner Trust under this Supplemental Indenture or the other Related Indenture Documents to the Holders of the Mortgage Notes.

SECTION 1.08 Redemption. The Mortgage Notes are subject to redemption upon the occurrence of certain events, and, under certain circumstances, at the election of the Owner Trust, as provided in, and subject to the terms and conditions of, Sections 6.02 and 8.02 of the Indenture.

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SECTION 1.09 Paying Agent and Note Registrar. The initial Paying Agent and Registrar for the Mortgage Notes shall be the Corporate Indenture Trustee.

SECTION 1.10 Forms of Mortgage Notes. The Series A-1 Mortgage Notes shall be issued in substantially the form attached as Exhibit A-1 hereto and the Series A-2 Mortgage Notes shall be issued in substantially the form attached as Exhibit A-2 hereto.

SECTION 1.11 Certificate of Authentication. The form of the certificate of authentication for the Mortgage Notes to be executed by the Corporate Indenture Trustee shall be as set forth at the end of Exhibit A-1 or Exhibit A-2, as the case may be.

SECTION 1.12 Other Terms. The Mortgage Notes shall have and be subject to such other terms not inconsistent with the terms of this Supplemental Indenture as are set forth in the Indenture.

SECTION 1.13 Additional Mortgage Notes. Subject to the terms and conditions of Sections 15.02 and 15.03 of the Indenture, the Owner Trust shall have the right from time to time to issue Refinancing Mortgage Notes and Improvement Mortgage Notes by indentures which are supplemental to this Supplemental Indenture and which shall be equally and ratably secured by the Indenture Estate.

SECTION 1.14 Equally and Ratably Secured Notes. All Outstanding Mortgage Notes (including Refinancing Mortgage Notes and Improvement Mortgage Notes issued pursuant to Section 1.13) shall be equally and ratably secured by the Indenture, this Supplemental Indenture and the Indenture Estate, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or Maturity Date, so that all Outstanding Mortgage Notes shall have the same right, lien and preference under and by virtue of this Supplemental Indenture and the Indenture Estate.

SECTION 1.15 Indenture Estate. Neither the Owner Participant nor any Holder of any Mortgage Note shall have legal title to any part of the Indenture Estate. No transfer, by operation of law or otherwise, of any Mortgage Note or other right, title or interest of the Owner Participant or of any Holder of a Mortgage Note in and to the Indenture Estate or hereunder shall operate to terminate the Indenture or this Supplemental Indenture, or the trust hereunder or entitle any successor or transferee of the Owner Participant or of such Holder of a Mortgage Note to any accounting or to the transfer to it of legal title to any part of the Indenture Estate, other than as set forth in the Indenture and in this Supplemental Indenture, and such

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restriction shall run with the Land and survive any termination of the Indenture and this Supplemental Indenture in violation thereof.

ARTICLE II

DEFAULT; REMEDIES

SECTION 2.01. Default; Remedies. (a) If an Indenture Event of Default under this Supplemental Indenture shall have occurred and be continuing and so long as the same shall be continuing unremedied, then and in every such case, the Indenture Trustee may, to the extent set forth and in accordance with the provisions of the Indenture, accelerate and declare immediately due and payable the Mortgage Notes and any and all other obligations secured hereby, and may, subject to the rights of the Company under the Lease and subject to Sections 2.05, 7.02, 7.11, 7.12(b), 7.13, 8.02 and 8.03 of the Indenture and to Section 1.07 hereof and the limitations on such remedies set forth in such Sections and elsewhere in the Indenture and herein, exercise any one or more of the following remedies (provided, however, that notwithstanding any provision herein or in the Indenture to the contrary, the Indenture Trustee shall not sell any of the Indenture Estate unless a declaration of acceleration has been made pursuant to this Section 2.01(a)):

(i) Enter upon and take possession of any or all of the Indenture Estate, and lease and let the Indenture Estate, or any part thereof, and receive all the rents (including Basic Rent), issues and profits thereof which are overdue, due or to become due, and apply the same, after payment of all reasonably necessary charges and expenses, on account of the Mortgage Notes, and the Indenture Trustee is hereby given and granted full power and authority to do any act or thing which the Owner Trust might or could do in connection with the management and operation of any or all of the Indenture Estate. This covenant shall become effective either with or without any action brought to foreclose this Supplemental Indenture and without applying at any time for a receiver of such rents.

(ii) Institute an action of mortgage foreclosure, or take other action as the law may allow, at law or in equity, for the enforcement of this Supplemental Indenture, and proceed thereon to final judgment and execution of the entire unpaid balance of the Mortgage Notes which is then due and payable including costs of suit, interest and reasonable attorneys' fees. In case of any sale of the Indenture Estate by virtue of judicial proceedings, the Indenture Estate may be sold in one parcel and as an entirety or in such parcels, manner or order as the Indenture Trustee in its sole discretion may elect; provided, however, that, with respect to the Land, only the leasehold rights of the Owner Trust in the Land under the Ground Lease shall be

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deemed to be part of the Indenture Estate being sold pursuant hereto and any purchaser of all or any part of the Indenture Estate shall acquire the same subject to the terms and provisions of the Ground Lease. Subject to the rights of the Company under the Lease, the failure to make any tenants parties defendant to a foreclosure proceeding and to foreclose their rights will not be asserted by the Owner Trust as a defense in any proceeding instituted by the Indenture Trustee to realize upon the Indenture Estate. Notwithstanding the foregoing, if there is a Lease Event of Default under the Lease, unless it is legally constrained from doing so, the Indenture Trustee will join the Company as a party defendant in any foreclosure action.

(iii) Appoint a receiver of the rents, issues and profits of the Indenture Estate without the necessity of proving either the depreciation or the inadequacy of the value of the security or the insolvency of the Owner Trust or any Person who may be legally or equitably liable to pay moneys secured hereby, or any other statutory grounds for such appointment, and the Owner Trust and each such Person waive such proof and hereby consent to the appointment of a receiver.

(iv) Subject to Section 1.07 hereof, in the event that during the pendency of any Indenture Event of Default under this Supplemental Indenture, the Owner Trust, Owner Participant, or any Affiliate of any of them, is in fact (not constructively) physically occupying the Indenture Estate, or any part thereof, it is hereby agreed that the Owner Trust shall pay such reasonable rental monthly in advance as the Indenture Trustee shall demand for the Indenture Estate, or the part so occupied, and the use of personal property covered by this Supplemental Indenture, such amounts to be applied in accordance with Section 5.03 of the Indenture.

(v) Apply on account of the Mortgage Notes and the interest and Make-Whole Premium, if any (subject to Section 8.02(d) of the Indenture), thereon or on account of any arrearage of interest thereon, or on account of any balance due pursuant to the Mortgage Notes or after a foreclosure sale of the Indenture Estate, or any part thereof, all in accordance with the provisions of Section 5.03 of the Indenture, any unexpended moneys other than Excepted Payments still retained by the Corporate Indenture Trustee that were paid to the Corporate Indenture Trustee by the Company pursuant to the Lease or otherwise or by the Owner Trust for the payment of, or as security for the payment of, taxes, assessments, municipal or governmental rates, charges, liens, water or sewer rents, or insurance premiums, if any, or in order to secure the performance of some other act by or obligation of the Owner Trust or the Company.

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(vi) Exercise all rights and remedies of a secured party pursuant to the Uniform Commercial Code, as it is currently constituted or may hereafter be amended.

(vii) Exercise any and all other rights and remedies granted under this Supplemental Indenture or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

(viii) Notwithstanding anything to the contrary provided or implied in the Owner Participation Agreement or in any of the other Related Indenture Documents, if the Indenture Trustee is or becomes a Competitor to the Company, it shall not be barred or restricted in any manner in enforcing any of the remedies provided in this Supplemental Indenture.

(b) If the Mortgage Notes become due and payable pursuant to this Section 2.01, or (with respect to clause (iii) below) in the event of a redemption or purchase pursuant to Section 8.02 of the Indenture, the Make-Whole Premium, if any, shall be due and payable on the Mortgage Notes only:

(i) if the Indenture Event of Default giving rise to such acceleration, redemption or purchase was caused by a Lease Event of Default under Section 23(a)(iii) or (iv) of the Lease, it being acknowledged, however, that in such event, the Make-Whole Premium shall be collectible only from the Company's obligation to pay the Make-Whole Premium under the Lease, as further described in Section 8.02(d) of the Indenture;

(ii) if the Indenture Event of Default giving rise to such acceleration was not caused by a Lease Event of Default under the Lease, in which event the Make-Whole Premium, if any, shall be secured by and collectible out of the Indenture Estate, subject to Section 5.03 (it being understood and acknowledged that in such event, no Make-Whole Premium will be due and payable by the Company under the terms of the Lease or otherwise); or

(iii) as provided in Section 8.02(b) of the Indenture.

Except as expressly described in this Section 2.01(b), and the paragraph following Granting Clause Fifth, the obligation under the Mortgage Notes to pay the Make-Whole Premium, if any, shall not be secured by any portion of the Trust Estate, and except as expressly provided in Section 2.01(b)(ii), Section 8.02(d) of the Indenture and the paragraph following Granting Clause Fifth, no Make-Whole Premium shall be payable by the Owner Trust.

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SECTION 2.02. Exercise of Remedies. (a) At any sale of any or all of the Indenture Estate pursuant to the exercise by the Indenture Trustee of any of the remedies afforded by this Article, the Indenture Trustee, the Owner Trust, the Owner Participant and the Company may bid for and purchase such property. To the extent permitted by applicable law, the Owner Trust hereby waives any rights now or hereafter conferred by statute or otherwise by applicable law which may require the Indenture Trustee to sell, lease or otherwise use any portion of the Indenture Estate in mitigation of the damages as set forth in this Section or which may otherwise limit or modify any rights or remedies of the Indenture Trustee or the Holders of the Mortgage Notes under this Section.

(b) Upon every taking of possession of any portion of the Indenture Estate pursuant to this Article, the Indenture Trustee may, from time to time, at the expense of the Indenture Estate, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Indenture Estate, as it may deem proper. In each such case, the Indenture Trustee shall have the right to use, operate, lease, control or manage the Indenture Estate, and to exercise all rights and powers of the Owner Trust relating to the Indenture Estate, as the Indenture Trustee shall deem appropriate, including the right to enter into any and all such agreements with respect to the use, operation, leasing, control or management of the Indenture Estate or any part thereof, as the Indenture Trustee may determine; and the Indenture Trustee shall be entitled to collect and receive directly all tolls, rents (including Basic Rent), issues, profits, products, revenues and other income of the Indenture Estate and every part thereof, without prejudice, however, to the right of the Indenture Trustee under any provision of this Supplemental Indenture to collect and receive all cash held by, or required to be deposited with, the Indenture Trustee hereunder. In accordance with the terms of Section 5.03 of the Indenture, such tolls, rents, issues, profits, products, revenues and other income shall be applied to pay the expenses of using, operating, leasing, controlling or managing the Indenture Estate, and of all maintenance, insurance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Indenture Trustee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Indenture Estate or any part thereof (including the employment of appraisers, engineers and accountants in accordance with Section 9.04(g) of the Indenture), and all other payments which the Indenture Trustee may be required or authorized to make under any provision of this Supplemental Indenture or the Indenture, including Section 5.03 of the Indenture, as well as just and reasonable compensation for the services of the Indenture Trustee, and of all persons properly engaged and employed by the Indenture Trustee.

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(c) Each of the remedies provided in this Supplemental Indenture is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Supplemental Indenture or by applicable laws or under any other Indenture Document. Each remedy may be exercised from time to time as often as deemed necessary by the Indenture Trustee, and in such order and manner as the Indenture Trustee may determine. The Owner Trust, for itself and for any other person claiming by or through the Owner Trust, waives, to the fullest extent permitted by applicable laws, all rights to require a marshalling of assets by the Indenture Trustee or to require the Indenture Trustee to first resort to any particular portion of the Indenture Estate or any other security (whether such portion shall have been retained or conveyed by the Owner Trust) before resorting to any other portion, and all rights of redemption, stay and appraisal.

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

SECTION 3.01. Making of Assignment. The Owner Trust by these presents does hereby irrevocably and absolutely assign, transfer, set over and convey to the Indenture Trustee, all the following-described properties, whether now owned or held or hereafter acquired, exclusively and without any reservation thereof unto the Indenture Trustee (except as herein (including, without limitation, Sections 2.01(b) hereof) and in Sections 8.01 and 8.02 of the Indenture otherwise expressly provided):

(a) All of the estate, right, title, interest, benefits, powers and privileges of the Owner Trust, as Lessor under the Lease, other than Excepted Rights and Payments, including, but not by way of limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other sums payable to or receivable by the Owner Trust under the Lease, or pursuant to any provisions thereof, whether as rent or as the purchase price for any interest in the Property or otherwise (except sums payable directly to any person other than the Lessor under the Lease) (collectively, the "Lease Rents"), including all cash, securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Company of its obligations thereunder, (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Company of the interest of the Owner Trust in the Property in accordance with the Lease to execute and deliver as attorney-in-fact of the Owner Trust an appropriate special warranty deed or other instrument (which deed or other instrument shall be expressly subject to Section 1.07 hereof) necessary to convey the interest of the Owner Trust therein, or to pay

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over or assign to such purchaser those insurance proceeds and condemnation awards to which it is entitled under Sections 14 and 15 of the Lease if such purchaser becomes obligated to purchase the interest of the Owner Trust in the Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance at any time when the Owner Trust fails to deliver any such document after ten (10) Business Days notice to a Responsible Officer of the Corporate Trustee, but only if such failure shall continue for ten (10) Business Days after the giving by the Corporate Indenture Trustee to the Owner Trust of a second notice therefor, (iii) the right to declare a Lease Event of Default under the Lease to be in default under Section 23 thereof, (iv) the right to exercise remedies under or with respect to the Lease, including Section 23 thereof, (v) the right to give all notices, and, after a Lease Event of Default under the Lease (subject to Section 2.01(a) hereof and Section 8.02 of the Indenture), give all consents, releases and other instruments, (vi) the right to give all notices of default and to take all action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (vii) the right, not to the exclusion of the Owner Trust, to receive copies of all notices sent to the Owner Trust, as Lessor under the Lease, (viii) the Owner Trust's interest under the Lease in the Company's tangible and intangible property used or arising in connection with the Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (ix) the right to do any and all other things whatsoever which the Owner Trust or any other Lessor is, or may be entitled to do under the Lease.

(b) All of the Owner Trust's estate, right, title, interest, benefits, powers and privileges, to and under all other leases, subleases or licenses of the Property, any license, concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Property or any part thereof in return for payment of any fee, rent or royalty, now or hereafter entered into by the Owner Trust (collectively, the "Other Leases" and, together with the Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Owner Trust, as lessor, under the Other Leases including, but not by way of limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all right, title and interest of the Owner Trust thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder.

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(c) All of the Owner Trust's estate, right, title, interest, benefits, powers and privileges, to and under all agreements or contracts (other than the Lease) for the sale or other disposition of all or any part of the Property, now or hereafter entered into by the Owner Trust (collectively, the "Contracts") together with all estate, rights, title, interest, benefits, powers and privileges of the Owner Trust under the Contracts including, but not by way of limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rent;") and all right, title and interest of the Owner Trust thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the lessees of their obligations thereunder; provided, however, no provision of this Article III shall be deemed to imply that such Contracts are permitted hereunder or under the Indenture or any other Indenture Document.

(d) All of the Owner Trust's right, title and interest in and to all claims and rights to the payment of money at any time arising in connection with any rejection or breach of the Lease by the Company or a trustee of the Company (or any Other Lease by any lessee thereunder or trustee of any such lessee) under Section 365 of the Federal Bankruptcy Code, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Company or such trustee (or by such lessee or trustee) in respect of the Property or any portion thereof following the entry of an order for relief under the Federal Bankruptcy Code in respect of such lessee and all rentals and other charges outstanding under the Lease (or Other Lease) as of the date of entry of such order for relief. Notwithstanding the foregoing provisions of this Article III, this Article III shall not subject to the lien of this Supplemental Indenture any Excepted Rights and Payments.

SECTION 3.02. Receipt of Payments. The Owner Trust hereby designates the Indenture Trustee to receive all payments of Rents, purchase prices and other sums payable to the Lessor under the Lease or any Other Lease (but not Excepted Rights and Payments), and designates the Indenture Trustee to receive (in addition to, and not to the exclusion of, the Owner Trust) duplicate originals of all notices, undertakings, demands, statements, documents, financial statements and other communications which the Company or any other lessee is required or permitted to give, make, deliver to or serve pursuant to the Lease or any Other Lease. The Owner Trust agrees to direct the Company and such other lessees to deliver to the Indenture Trustee, at its address set forth above or at such other address or to such other Person as the Indenture Trustee shall designate, all such payments and sums and duplicate originals of all such notices, undertakings, demands, statements, documents, financial

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statements and other communications, and no delivery thereof by the Company or such other lessee shall be of any force or effect unless, in the case of such payments and sums, made to the Indenture Trustee and, in the case of such notices, undertakings, demands, statements, documents and other communications, made to the Owner Trust and also made to the Indenture Trustee, in each case, as herein provided.

SECTION 3.03. Irrevocability. The Owner Trust agrees that this assignment and the designation and direction to the Company hereinabove set forth is irrevocable and that it will not take any action as Lessor under the Lease or otherwise which is inconsistent with this Supplemental Indenture.

SECTION 3.04. Owner Trust Remains Liable. Subject at all times to the terms and conditions of this assignment and to Section 1.07 hereof, the Owner Trust will at all times promptly and faithfully perform in all material respects, or cause to be performed in all material respects, all of the covenants, conditions and agreements contained in the Lease or any Other Lease of the Property now or hereafter existing on the part of the lessor thereunder to be kept and performed with respect to the Property.

SECTION 3.05 Ground Lease. (a) Promptly after the Owner Trust's receipt of any notice of any motion, application or effort to reject the Ground Lease by the Company as ground lessor or any bankruptcy trustee arising from or in connection with any case, proceeding or other action commenced or pending by or against the Company under the Federal Bankruptcy Code or any successor statutes, the Owner Trust shall give notice thereof to the Indenture Trustee. The Owner Trust hereby (i) assigns to the Indenture Trustee any and all of the Owner Trust's rights as lessee under Section 365(h) of the Federal Bankruptcy Code or any of successor statute, (ii) covenants that it shall not elect to treat such Ground Lease as terminated pursuant to Section 365(h) of the Federal Bankruptcy Code or any such successor statute without the prior written consent of the Indenture Trustee and (iii) agrees that any such election by the Owner Trust without such consent shall be null and void. The Owner Trust hereby irrevocably appoints the Indenture Trust as its true and lawful attorney-in-fact, which power of attorney shall be coupled with an interest, for the purpose of exercising the Owner Trust's rights pursuant to Section 365(h) of the Federal Bankruptcy Code or any successor to such Section, (A) to retain for the benefit of the Owner Trust a right to possession or statutory term of years derived from or incident to the Ground Lease, or (B) to treat the Ground Lease as terminated. Notwithstanding anything above to the contrary, it is agreed that prior to the completion of the foreclosure of the Lien of this Supplemental Indenture, the Indenture Trustee acting pursuant to such power of attorney shall not elect to treat such Ground Lease as terminated with out the prior written consent of the Corporate Owner

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Trustee, and the Indenture Trustee will, or will not permit the Owner Trust to, confirm that the ground lessee thereunder has not elected to treat such Ground Lease as terminated.

(b) If the Ground Lease is canceled or terminated by reason of an event of default by the ground lessee thereunder or the bankruptcy of such ground lessee, and if the Indenture Trustee or its designee or nominee shall acquire an interest in any new lease of the property leased thereunder other than as a result of a breach by the Indenture Trustee of the final sentence of Section 3.05(a), the Owner Trust shall have no right, title or interest in or to such new lease or the leasehold estate created thereby.

ARTICLE IV

SECURITY AGREEMENT AND FINANCING STATEMENT

SECTION 4.01. Security Agreement and Financing Statement.

It is the intention of the parties hereto that this instrument shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to the Indenture Trustee's interest in the Personalty, and that a security interest shall attach thereto for the benefit of the Indenture Trustee to secure the sums secured by this Supplemental Indenture and all other sums and charges which may become due hereunder. This instrument shall also be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Grant. The Owner Trust hereby authorizes the Indenture Trustee to file financing and continuation statements with respect to such Personalty, without the signature of either Owner Trustee whenever lawful and, upon request, the Owner Trust shall promptly execute financing and continuation statements in form satisfactory to the Indenture Trustee to further evidence and secure the Indenture Trustee's interest therein, and shall pay all filing fees in connection therewith. Upon the occurrence of any Indenture Event of Default under this Supplemental Indenture, subject to Section 1.07 and Sections 8.02 and 8.03 of the Indenture, the Indenture Trustee shall have the rights and remedies of a secured party pursuant to the Uniform Commercial Code, as it is currently constituted or may be hereafter amended.

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ARTICLE V

MISCELLANEOUS

SECTION 5.01. Capacity in Which Acting. Each of the Owner Trustees (or their permitted successors or assigns) and the Indenture Trustee (or their permitted successors and assigns) acts hereunder not in its individual capacity but solely as trustee except as expressly provided herein and in the other Related Indenture Document, and, in the case of Trust Company and the Individual Owner Trustee (or their respective permitted successors or assigns), in the Trust Agreement.

SECTION 5.02. Supplemental Indenture for Benefit of Owner Trustees, Indenture Trustee, Owner Participant and Holders. Nothing in this Supplemental Indenture, whether express or implied, shall be construed to give to any person other than the Trust Company, Wade, the Owner Trustees, the Company, the Indenture Trustee, as trustees and in their individual capacities, the Owner Participant, and the Holders of the Mortgage Notes, and their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture.

SECTION 5.03. No Action Contrary to the Company's Rights Under the Lease. Notwithstanding any of the provisions of this Supplemental Indenture to the contrary, so long as no Lease Event of Default shall have occurred and be continuing under the Lease, it is agreed that the Company shall be entitled to have peaceable and quiet enjoyment of the Property during the term of the Lease as against any claims by the Indenture Trustee, or any Persons claiming by, through or under any of them. For purposes of this Section, the Owner Trust shall not be deemed to claim by, through or under the Indenture Trustee.

SECTION 5.04. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands, approvals, authorizations, directions, consents, waivers or documents provided or permitted by this Supplemental Indenture to be made, given, furnished or filed shall be given in accordance with Section 18.06 of the Indenture

SECTION 5.05. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 5.06. Successors and Assigns. All covenants, agreements, representations and warranties in this Supplemental Indenture by the Indenture Trustee and the Owner Trust shall bind and, to the extent permitted hereby, shall inure to the

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benefit of and be enforceable by their respective successors and assigns, whether or not so expressed.

SECTION 5.07. Severability. In the event any provision in this Supplemental Indenture or in the Mortgage Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 5.08. Governing Law; Interpretation. This Supplemental Indenture shall be governed by and construed according to the laws from time to time in effect in the State in which the Property is situated.

SECTION 5.09. Company Not a Party. No reference to the Company in this Supplemental Indenture shall mean that the Company has any obligations under this Supplemental Indenture; all obligations of the Company being as set forth in the Related Indenture Documents to which it is a party (including, however, provisions thereof that create obligations of the Company by reference to this Supplemental Indenture).

SECTION 5.10. State Law Provisions. In each state for which there is a Special State Law Addendum annexed hereto, the provisions of such Special State Law Addendum shall apply to this Supplemental Indenture, and, to the extent that there are any inconsistencies between the terms and provisions hereof and thereof, the terms of the Special State Law Addendum shall govern.

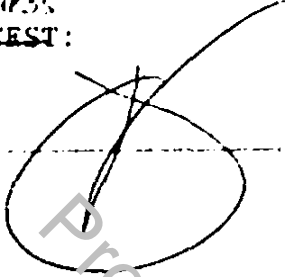
SECTION 5.11 Further Assurances. The Owner Trust agrees that at any time and from time to time, upon the written request of the Indenture Trustee, the Owner Trust will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents as the Indenture Trustee may reasonably deem necessary or desirable in obtaining the full benefits of the Grant made hereunder and of the rights and powers granted herein.

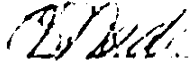
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WITNESS
ATTEST:



WITNESS
ATTEST:



By:  (Seal)

William J. Wade,
acting not individually but
solely as trustee for the
trust created under the Trust
Agreement dated as of
November 1, 1994

Property of Cook County Clerk's Office

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[Corporate seal]

The First National Bank of Chicago,
National Association, not in its
individual capacity, except as otherwise
provided, but solely as Corporate
Indenture Trustee

Attest:

By:

R.J. Bruner
R.J. Bruner
Vice President

Steven M. Wagner
Steven M. Wagner
Vice President

WITNESSES

[Signature]
Name:

[Signature]
Name:

WITNESSES

[Signature]
Name:

[Signature]
Name:

L. Dillard, not in his
individual capacity, except as otherwise
provided, but solely as
Co-Indenture Trustee

[Signature]

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SPECIAL STATE LAW ADDENDUM ILLINOIS

This Special State Law Addendum (hereinafter, the "Addendum") is incorporated into and shall be deemed to amend and supplement the Mortgage, Leasehold Mortgage, Deed of Trust, Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Supplemental Indenture (hereinafter, the "Supplemental Indenture"), of even date herewith, made by the Owner Trust in favor of the Indenture Trustee, acting not individually, except as otherwise provided herein, but solely as trustees for the Holders of the Mortgage Notes.

Capitalized terms used herein shall have the respective meanings set forth in the Supplemental Indenture. The provisions of this Addendum, where in conflict with the provisions of the Supplemental Indenture, shall control.

1. Individual Owner Trustee. Notwithstanding any provision of this Supplemental Indenture to the contrary and that the Owner Trust is a party to this Supplemental Indenture, the Individual Owner Trustee shall have all of the rights and benefits of, and be obligated to perform all of the obligations and duties of, the Owner Trust hereunder which pertain to those portions of the Indenture Estate located in the State of Illinois, as fully and independently as if said Individual Owner Trustee were the sole mortgagor and leasehold mortgagor under this Supplemental Indenture.

2. Mortgage Foreclosure. In addition to the rights and remedies provided for in this Supplemental Indenture in the event that a mortgage foreclosure action is instituted, the following shall be deemed, and is hereby made, part of this Supplemental Indenture:

- (a) The Owner Trust hereby waive all rights of redemption.
- (b) In any proceeding for the foreclosure of the lien hereof, there shall be allowed and included as additional indebtedness secured by this Supplemental Indenture, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Indenture Trustee for attorneys' fees, appraisers' fees, accountants fees, fees of other professionals, outlays for documentary and expert evidence, stenographers charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as the Indenture Trustee may deem reasonably necessary either to prosecute such proceedings for foreclosure and sale or any suit, or to evidence to bidders at sales which may be had by the Indenture Trustee

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the true conditions of the title to or the value of the Indenture Estate. All reasonable expenditures and expenses of the nature mentioned herein, and such other reasonable expenses and fees as may be incurred in the protection of the Indenture Estate, including without limitation the collection of rents and other income and the maintenance of the lien of this Supplemental Indenture, including the reasonable fees and expenses of any attorney employed by the Indenture Trustee, in any litigation or proceedings affecting this Supplemental Indenture, the evidences of indebtedness secured by this Supplemental Indenture, or the Indenture Estate, including probate and bankruptcy proceeding or otherwise in dealing specifically therewith, shall be so much additional indebtedness secured by this Supplemental Indenture, and shall be immediately due and payable with interest thereon at the rate applicable under this Supplemental Indenture in the event of default until paid.

3. Maximum Amount Secured. Notwithstanding the identification in this Supplemental Indenture of specific amounts which are secured by this Supplemental Indenture, all parties hereby acknowledge and agree that additional amounts may arise in connection with the evidences of indebtedness identified in this Supplemental Indenture, which additional amounts are also intended to be secured by this Supplemental Indenture, with such priority as may be recognized by applicable law. Accordingly, all parties further agree that the following provision be deemed, and hereby is, made part of this Supplemental Indenture:

"The maximum aggregate amount of principal indebtedness that may, at any time or from time to time, be secured by this Supplemental Indenture is \$5,290,106."

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PARCEL 2: Detention Parcel

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (SAID LINE ALSO BEING 175 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 21) 1398.38 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 21; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 43 MINUTES 59 SECONDS FROM EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 281.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 444.15 FEET AN ARC DISTANCE OF 51.83 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING 25 FEET SOUTHEASTERLY OF THE CENTERLINE OF A SWITCH TRACK AND FORMING AN ANGLE OF 117 DEGREES 17 MINUTES 01 SECONDS FROM EAST TO SOUTHWEST WITH THE RADIAL LINE OF THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 136.17 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 509.39 FEET, A DISTANCE OF 333.03 FEET TO A POINT ON THE SAID NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 334 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Of Cook County Clerk's Office

2000

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Permanent Tax Number

19-21-400-043, Volume 189

Street Address

7050 S. Cicero Avenue
Bedford Park, Illinois 60638

Property of Cook County Clerk's Office

60638-0018

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SCHEDULE 2

Mortgage Note (Series A-1)

Interest Rate - 8.57%
Unit: BEDFORD PARK, IL

Date	Principal Repayment	Interest	Debt Service	Balance
11/10/1994	0.00	0.00	0.00	2,935,569.00
5/9/1995	0.00	125,090.30	125,090.30	2,935,569.00
7/2/1995	0.00	37,037.91	37,037.91	2,935,569.00
1/2/1996	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1996	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1997	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1997	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1998	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1998	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1999	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1999	0.00	125,789.13	125,789.13	2,935,569.00
1/2/2000	200,314.00	125,789.13	326,103.13	2,735,255.00
7/2/2000	0.00	117,205.68	117,205.68	2,735,255.00
1/2/2001	218,250.00	117,205.68	335,455.68	2,517,005.00
7/2/2001	0.00	107,853.66	107,853.66	2,517,005.00
1/2/2002	237,790.00	107,853.66	345,643.66	2,279,215.00
7/2/2002	0.00	97,664.36	97,664.36	2,279,215.00
1/2/2003	259,081.00	97,664.36	356,745.36	2,020,134.00
7/2/2003	0.00	86,562.74	86,562.74	2,020,134.00
1/2/2004	282,279.00	86,562.74	368,841.74	1,737,855.00
7/2/2004	0.00	74,467.09	74,467.09	1,737,855.00
1/2/2005	473,030.00	74,467.09	547,497.09	1,264,825.00
7/2/2005	0.00	54,197.75	54,197.75	1,264,825.00
1/2/2006	334,913.00	54,197.75	389,110.75	929,912.00
7/2/2006	0.00	39,846.73	39,846.73	929,912.00
1/2/2007	363,615.00	39,846.73	403,461.73	566,297.00
7/2/2007	0.00	24,265.83	24,265.83	566,297.00
1/2/2008	362,982.00	24,265.83	387,247.83	203,315.00
7/2/2008	0.00	8,712.05	8,712.05	203,315.00
1/2/2009	203,315.00	8,712.05	212,027.05	0.00
7/2/2009	0.00	0.00	0.00	0.00
1/2/2010	0.00	0.00	0.00	0.00
	2,935,569.00	2,515,782.16	5,451,351.16	

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Date	Principal	Interest	Debit Service	Balance
11/10/1994	0.00	0.00	0.00	2,354,537.00
5/9/1995	0.00	103,609.44	103,609.44	2,354,537.00
7/2/1995	0.00	30,677.65	30,677.65	2,354,537.00
1/2/1996	0.00	104,188.26	104,188.26	2,354,537.00
7/2/1996	0.00	104,188.26	104,188.26	2,354,537.00
1/2/1997	0.00	104,188.26	104,188.26	2,354,537.00
7/2/1997	0.00	104,188.26	104,188.26	2,354,537.00
1/2/1998	0.00	104,188.26	104,188.26	2,354,537.00
7/2/1998	0.00	104,188.26	104,188.26	2,354,537.00
1/2/1999	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2000	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2001	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2002	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2003	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2003	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2004	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2004	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2005	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2005	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2006	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2006	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2007	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2007	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2008	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2008	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2009	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2009	0.00	104,188.26	104,188.26	2,354,537.00
1/2/2010	0.00	104,188.26	104,188.26	2,354,537.00
7/2/2010	324,928.00	104,188.26	429,116.26	2,029,605.00
1/2/2011	89,473.00	89,810.20	179,283.20	1,940,136.00
7/2/2011	386,551.00	85,851.02	472,402.02	1,553,585.00
1/2/2012	0.00	68,746.14	68,746.14	1,553,585.00
7/2/2012	398,012.00	68,746.14	466,758.14	1,155,573.00
1/2/2013	0.00	51,134.11	51,134.11	1,155,573.00
7/2/2013	431,037.00	51,134.11	482,171.11	724,536.00
1/2/2014	0.00	32,060.72	32,060.72	724,536.00
7/2/2014	469,183.00	32,060.72	501,243.72	255,353.00
1/2/2015	255,353.00	11,299.37	266,652.37	0.00
	2,354,537.00	3,750,777.42	6,105,314.42	

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SCHEDULE 3
 Mortgage Note (Series A-2)
 Interest Rate - 8.85%
 Unit: BEDFORD PARK, IL

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Exhibit A-1

FORM OF SERIES A-1 MORTGAGE NOTE

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THIS MORTGAGE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NO RESALE, TRANSFER OR OTHER DISPOSITION OF THIS MORTGAGE NOTE SHALL BE MADE UNLESS THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS ARE COMPLIED WITH OR SUCH RESALE, TRANSFER OR OTHER DISPOSITION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. NONE OF THE OWNER TRUSTEES, THE OWNER TRUST, THE INDENTURE TRUSTEES OR THE COMPANY IS OBLIGATED TO REGISTER THE OFFER OR SALE OF THIS MORTGAGE NOTE UNDER THE SECURITIES ACT OR ANY OTHER SECURITIES LAW.

No. 3

\$2,935,569

8.57% MORTGAGE NOTE
DUE JANUARY 2, 2010
RETAIL TRUST IV, a Delaware business trust

Interest Rate: 8.57% per annum

Maturity Date: January 2, 2010

Retail Trust IV, a Delaware business trust (the "Owner Trust") of which Wilmington Trust Company and William J. Wade are acting not in their respective individual capacities but solely as Owner Trustees (herein in such capacities called the "Owner Trustees") under that certain Trust Agreement dated as of November 1, 1994, between the Owner Participant named therein and the Owner Trustees (herein as such Trust Agreement may be amended or supplemented from time to time being called the "Trust Agreement"), hereby promises to pay to The First National Bank of Chicago, a national banking association ("First Chicago"), as trustee of that certain Pass Through Trust 1994-A1 created by that certain Pass Through Trust Agreement dated November 1, 1994, as supplemented by Trust Supplement No. 1994-A1 to such Pass Through Trust Agreement dated November 1, 1994, or registered assigns (collectively, the "Holder"), the principal sum of \$2,935,569, in installments on each *Installment Payment Date as set forth in the reverse hereof* with the final installment due and payable on the Maturity Date specified above in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on the principal outstanding from time to time, semiannually on each Interest Payment Date which shall be May 9, 1995 and each July 2 and January 2 of each calendar year thereafter in like coin or currency at the rate per annum set forth above from the date of issuance hereof or from the most recent date to which interest has been paid or duly provided for. The Record Date for each Installment

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Payment Date, Interest Payment Date and Redemption Date shall be the 15th day preceding each such date whether or not such date is a Business Day. The Holder at the close of business on any Record Date with respect to any installment Payment Date or Interest Payment Date shall be entitled to receive the Installment Payment Amount or interest, if any, payable on such *Installment Payment Date or Interest Payment Date notwithstanding any transfer or exchange of this Mortgage Note subsequent to the Record Date and prior to such Installment Payment Date or Interest Payment Date*. If any amount payable under this Mortgage Note, or under the Indenture, falls due on a day that is not a Business Day, then such sum shall be payable on the next succeeding Business Day, without additional interest thereon for the period of such extension.

This Mortgage Note is one of two Mortgage Notes (the "Mortgage Notes") issued under that certain Indenture dated as of November 1, 1994 (herein as amended, supplemented or modified from time to time called the "Indenture"), as supplemented by that certain Mortgage, Leasehold Mortgage, Deed of Trust, Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Supplemental Indenture ("the Supplemental Indenture") dated as of November 10, 1994, among the Owner Trustee and First Chicago (the "Corporate Indenture Trustee"), and L. Dillard (the "Co-Indenture Trustee", the Corporate Indenture Trustee and the Co-Indenture Trustee being referred to collectively as the "Indenture Trustees"). The Related Indenture Estate (as defined in the Related Supplemental Indenture) secures the indebtedness evidenced by the Mortgage Notes (including any Refinancing Mortgage Notes and Improvement Mortgage Notes that may be issued under such Supplemental Indenture).

Payment of the principal of, premium, if any, and interest on this Mortgage Note will be made in immediately available funds by wire transfer to an account in the United States designated by the Holder hereof not later than the date provided therefor on the reverse side hereof, provided that the final installment of principal of this Mortgage Note shall be payable only upon presentation and surrender of this Mortgage Note.

Wilmington Trust Company, William J. Wade, First Chicago, and L. Dillard are not acting individually hereunder, but solely as trustees of the Owner Trust and Indenture Trustees, respectively. Limitations on the obligations of the Owner Trust, and the trustees thereof, are set forth in Sections 2.05 and 18.01 of the Indenture.

Reference is made to the further provisions set forth on the reverse hereof. Such provisions shall for all purposes have the same effect as though fully set forth at this place.

This Mortgage Note shall not be entitled to any benefit under the Related Supplemental Indenture or be valid or obligatory for any purpose unless this Mortgage Note has been executed on behalf of the Owner Trust by the manual or facsimile signature of one

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of the trustees of the Owner Trust, and authenticated on behalf of the Corporate Indenture Trustee by the manual signature of one of the officers of the Corporate Indenture Trustee, in each case as specified in Sections 2.02 and 2.03 of the Indenture and Section 1.02 of the Related Supplemental Indenture.

Nothing contained herein or in the Indenture or the Related Supplemental Indenture shall be construed as creating any personal liability under this Mortgage Note of the Owner Trust or any beneficiary of the Owner Trust or any of their respective affiliates or any of their respective officers, directors, shareholders, partners, venturers, trustees (except for the Owner Trustees which are governed by the immediately following paragraph), beneficiaries, employees or agents (the Owner Trust and such other Persons being collectively called "Lessor Parties"), individually or personally, except as otherwise specifically provided herein and in the Indenture and the Related Supplemental Indenture. All such liability, if any, being expressly waived by the Holder by its acceptance of this Mortgage Note, for itself and for each person now or hereafter claiming by, through or under the Holder, and that, so far as any Lessor Party, individually or personally, is concerned, the Holder and any person claiming by, through or under the Holder shall look solely to the right, title and interest of the Owner Trust in the Related Indenture Estate for the performance of any obligation under this Mortgage Note and the satisfaction of any liability arising therefrom. In furtherance of the foregoing, should the Owner Trust become subject to a proceeding under the Federal Bankruptcy Code or any successor provision, the Holder or any other person claiming by, through or under the Holder shall, upon the request of the Owner Trust, make the election referred to in Section 1111(b)(1)(A)(i) of such code or successor provision. Notwithstanding such election, if any person be held to have recourse to any Lessor Party, individually or personally, directly or indirectly on account of any amount payable by or any obligation of the Owner Trust hereunder, and the Holder or any other person claiming by, through or under the Holder actually receives an Excess Amount, then any such person receiving an Excess Amount shall be required to promptly refund to the Owner Trust or the Owner Participant, as the case may be, all of such Excess Amount. For purposes of this paragraph, the Owner Trust shall be deemed to include any permitted successors to the Owner Trust's interest in the Property.

It is expressly understood and agreed by and among the Owner Trust, the Owner Trustees and each Holder that (i) this Mortgage Note is executed and delivered by Wilmington Trust Company not individually or personally but solely as Corporate Owner Trust on behalf of the Owner Trust under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it as the Corporate Owner Trustee, (ii) each of the undertakings and agreements herein made on the part of the Owner Trust (other than those specifically made by Wilmington Trust Company, in its individual capacity) are made and intended not as personal undertakings and agreements by Wilmington Trust Company but for the purpose for binding only the Trust Estate (as defined in the Trust Agreement) created by the Trust Agreement, (iii) nothing herein contained shall be construed as creating any

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liability on the part of Wilmington Trust Company or William J. Wade, individually or personally, to perform any covenant either expressed or implied contained herein or in the Related Supplemental Indenture or Indenture, all such liability, if any, being expressly waived by the Holder by its acceptance of this Mortgage Note, for itself and for any person claiming by, through or under the Holder and (iv) under no circumstances (except in respect of those undertakings and agreements made by the Wilmington Trust Company or William J. Wade, in its individual capacity) shall Wilmington Trust Company or William J. Wade be personally liable for the payment of any Indebtedness (as defined in the Indenture) or expenses of the Owner Trustees or the Owner Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustees or the Owner Trust under this Mortgage Note or the other Indenture Documents (as defined in the Indenture).

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IN WITNESS WHEREOF, the Owner Trust has caused this Mortgage Note to be duly executed in its name by an officer of the Corporate Owner Trustee thereunto duly authorized.

Date: November 10, 1994

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Corporate Owner
Trustee of Retail Trust IV

By _____
Authorized Officer



CERTIFICATE OF AUTHENTICATION

This is one of the Mortgage Notes referred to in the within-mentioned Related Supplemental Indenture.

Dated: November 10, 1994

THE FIRST NATIONAL BANK OF
CHICAGO, a national
banking association,
not in its individual capacity but
solely as Corporate Indenture Trustee

By _____
Authorized Signatory



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[Form of Reverse of Certificate]

On each Installment Payment Date, the principal payable on this Mortgage Note shall be equal to the Installment Payment Percentage indicated on Schedule I attached hereto for such Installment Payment Date multiplied by the initial principal amount of this Mortgage Note which is set forth on the face hereof (an "Installment Payment Amount"), subject to earlier redemption, in whole or in part, or mandatory tender for purchase described briefly below and more fully described in Article VI of the Indenture.

As more fully provided in the Indenture, this Mortgage Note is subject to redemption, in whole or in part, by notice mailed not less than 20 days prior to the applicable Redemption Date, under the circumstances set forth in Section 6.02 of the Indenture at a redemption price (the "Redemption Price") set forth below.

The Corporate Indenture Trustee shall give prompt notice of any such redemption by first-class mail to Holders stating the Redemption Date, the Redemption Price, the principal amount to be redeemed if less than the entire unpaid principal amount hereof, and the place or places where the Certificates may be surrendered if the entire unpaid principal amount hereof is to be redeemed. In addition, under certain circumstances, the Owner Trust may elect to purchase the Mortgage Notes from the holders thereof. All notices of such purchase shall be given promptly by First-class mail and shall state the purchase date, the purchase price, and the place or places where the Mortgage Note is to be surrendered for payment of the purchase price.

The Redemption Price or purchase price of each Mortgage Note shall be equal to the unpaid principal amount hereof together with interest accrued thereon to the Redemption Date; together with, in certain circumstances more fully described in the Indenture, the Make-Whole Premium (as defined in, and calculated by an Independent Investment Banker in accordance with, the Indenture), if any.

Any redemption of this Mortgage Note only in part shall be effected by the payment to the Holder (without the necessity of presentation or surrender of this Mortgage Note on the part of the Holder) of the amount necessary to effect such redemption in accordance with Article VI of the Indenture and the Corporate Indenture Trustee shall note on its records the fact of such payment and the amount of the principal amount of this Mortgage Note remaining unpaid after such payment. Such notation, in the absence of manifest error, shall be conclusive evidence of the amount of such payment and the remaining unpaid principal amount of this Mortgage Note and shall be binding upon the Holder and all subsequent Holders of this Mortgage Note issued upon registration of a transfer thereof or in exchange therefor. As a result of any such redemption in part, each subsequent Installment Payment Amount shall, effective as of the Installment Payment Date immediately following the Redemption Date, automatically (without further act) be reduced by the percentage that the total aggregate unpaid principal portion of the redemption amount of this Mortgage Note and the other Mortgage Note issued pursuant to the Indenture being

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redeemed bears to the total aggregate unpaid principal amount of this Mortgage Note and the other Mortgage Note issued pursuant to the Indenture immediately before such redemption.

Under Section 3.08 of the Indenture, the Company is, under certain circumstances, permitted to assume all of the liabilities and obligations of the Owner Trust under the terms of this Mortgage Note, the Indenture and the Related Supplemental Indenture. In the event the Company assumes, on a fully recourse basis, all of such liabilities and obligations, the lien of the Related Supplemental Indenture on the Related Property (as defined in the Supplemental Indenture) will continue except as provided in the next sentence. If certain legal opinions described in Section 3.08(b) of the Indenture can be rendered if the Mortgage Notes become unsecured obligations of the Company, the lien on the Related Property will be released, and there will be a restatement of the Supplemental Indenture so it shall thereafter contain terms which are essentially the same (except as provided in the Indenture) as those set forth in the Company's indenture dated as of April 1, 1991, as supplemented by a Supplemental Indenture dated as of September 9, 1992, with The First National Bank of Chicago, as trustee, for certain unsecured debt obligations of the Company. In either event, the Company will execute an assumption of this Mortgage Note which will be delivered to the holders of record of the Mortgage Note on the Relevant Date. As a result of any such assumption, the Owner Trust will be automatically released from any and all liabilities and obligations hereunder and under the Indenture and the Related Supplemental Indenture.

Reference is made to the Indenture, the Related Supplemental Indenture and all supplements and amendments thereto (a copy of which is on file with the Corporate Indenture Trustee at its principal corporate trust office) for the definitions of capitalized terms used but not defined herein and for a more complete statement of the terms and provisions thereof, including a statement of the properties conveyed, pledged and assigned thereby, the nature and extent of the security, the respective rights of the Owner Trust, the Indenture Trustee and the Holders, and the terms upon which the Mortgage Notes are, and are to be, executed and delivered, to all of which terms and conditions in the Indenture each Holder hereof agrees by its acceptance of this Mortgage Note. In the event of any conflict or inconsistency between the provisions of this Mortgage Note and the Indenture as supplemented by the Related Supplemental Indenture, the Indenture as so supplemented will control.

If an Indenture Event of Default shall occur and be continuing, the principal of this Mortgage Note may be declared due and payable in the manner and with the effect provided in the Indenture, and the Indenture Trustees may, in certain circumstances, take possession of all or any part of the Related Indenture Estate and sell all or part of the Indenture Estate at public or private sale, as the Indenture Trustees may determine, or otherwise dispose of, hold, use, operate, lease to other or keep idle all or part of the Related Indenture Related Estate as the Indenture Trustees in their sole discretion may determine;

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provided, however, that the Indenture Trustees shall not be obligated to use or operate all or part of the Related Indenture Estate directly or indirectly by themselves or through agents or representatives or to lease, license or otherwise permit or provide for the use or operation of all or part of the Indenture Estate by others with title remaining in the Indenture Trustees without adequate insurance or indemnification for liability for loss or damage to such Related Indenture Estate and for public liability and property damage as provided in the Indenture.

All payments of principal, premium, if any, and interest to be made hereunder and under the Related Supplemental Indenture (other than payments made in connection with optional redemptions or purchases by the Owner Trust and payments made in connection with the exercise of cure rights by the Owner Trust), shall not be required to be made except from the Related Indenture Estate or the income and proceeds received by the Indenture Trustees therefrom (and, with respect to the Make-Whole Premium, if any, payable under the terms of the Indenture, as further limited by Section 8.02(d) of the Indenture), and shall be made in accordance with the terms of Article II of the Indenture and Article I of the Related Supplemental Indenture. Each Holder hereof, by its acceptance of this Mortgage Note, agrees (x) that except as expressly provided above, it will look solely to the Related Indenture Estate or the income and proceeds received by the Indenture Trustees therefrom, to the extent available for distribution to the Holder hereof as provided in the Indenture and (y) that neither the Owner Trust nor the Owner Participant is liable, and neither the Owner Trustees nor the Indenture Trustees are liable in their individual capacities, to the Holder hereof or, in the case of the Owner Trust and the Owner Trustees, to the Indenture Trustees for any amounts payable under this Mortgage Note or the Related Supplemental Indenture or, except as provided in the Indenture and the Related Supplemental Indenture with respect to the Owner Trust and the Owner Trustees, or the Indenture Trustees, for any liability under the Related Supplemental Indenture.

If an Indenture Event of Default shall occur and be continuing, subject to the terms of the Indenture and the Related Supplemental Indenture, the principal of the Mortgage Notes may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be waived by the Holders of at least a majority in aggregate principal amount of Outstanding Related Mortgage Notes. Any such consent or waiver shall be conclusive and binding upon the Holder and upon all future Holders and owners of this Mortgage Note and any Mortgage Note that may be issued in exchange or substitution therefor, whether or not any notation thereof is made upon this Mortgage Note or such other Mortgage Notes. Moreover, if, and only if, a Lease Event of Default shall occur, the Indenture Trustees may declare the Lease to be in default, and may, to the exclusion of the Owner Trust, exercise one or more of the remedies of the Owner Trust provided in the Lease, subject to certain requirements and limitations set forth in the Indenture.

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The Owner Trust may, subject to certain limitations set forth in the Indenture, cure a default by the Company under the Lease arising from the failure of the Company to make any Basic Rent payments under the Lease if such failure of the Company to make such payment of Basic Rent shall not constitute the fourth consecutive such failure or seventh or subsequent cumulative such failure. The Owner Trust may cure any other default by the Company in the performance of its obligations under the Lease (i) which can be cured solely by the payment of money by making such payment on behalf of the Company and (ii) other than a default which can be effected by the payment of money, by taking such action as may otherwise be required under any covenant, condition or agreement to be performed or observed by the Company under the Lease.

The right of the Holder hereof to institute action for any remedy under the Indenture is subject to certain restrictions specified in the Indenture and the Related Supplemental Indenture, except that the right of the Holder of this Mortgage Note to receive payment of the principal of and interest on this Mortgage Note on the respective due dates or the Redemption Price on any Redemption Date, or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the consent of such Holder. Anything to the contrary herein notwithstanding, (i) no Holder shall have the right to enforce any judgment or otherwise exercise remedies against certain indemnity and reimbursement payments to which the Owner Trust and the Owner Participant may be entitled under the terms of the lease of the Property (which are referred to in the Indenture as the "Excepted Payments"), and (ii) no one or more Related Holders of the Mortgage Notes shall have any right in any manner whatever by virtue of, or by availing itself or themselves of, any provision of the Indenture or the Related Supplemental Indenture to affect, disturb or prejudice the rights of any other Related Holders of the Mortgage Notes, or to obtain or to seek to obtain priority or preference over any other Related Holders or to enforce any right under the Indenture or the Related Supplemental Indenture, except in the manner therein provided and for the ratable benefit of all the Related Holders.

The Mortgage Notes are issuable only as registered Mortgage Notes without coupons in denominations of \$1,000, and integral multiples thereof (provided that one Mortgage Note maturing on each Maturity Date may be in a different principal amount in order to represent the balance of the indebtedness evidenced by all Mortgage Notes maturing on such Maturity Date). So long as any of the Mortgage Notes remain Outstanding, the Corporate Indenture Trustee will maintain an office or agency in Chicago, Illinois, where the Mortgage Notes may be presented for payment and a facility or agency in the Borough of Manhattan, the City of New York, New York where the Mortgage Notes may be presented for registration of transfer and for exchange as provided in the Indenture and the Related Supplemental Indenture. As provided in the Indenture and the Related Supplemental Indenture and subject to certain limitations therein, this Mortgage Note is transferable, and upon surrender of this Mortgage Note for registration of transfer at the principal corporate trust office of the Corporate Indenture Trustee, or at the office or agency maintained for such

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purposes, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Owner Trust and the Corporate Indenture Trustee duly executed by, the Holder or his attorney-in-fact duly authorized in writing, one or more new Mortgage Notes maturing on the same Maturity Date and with the same Installment Payment Percentages, interest rate and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

As provided in the Indenture and the Related Supplemental Indenture and subject to certain limitations therein, the Mortgage Notes are exchangeable for an equal aggregate principal amount of Mortgage Notes maturing on the same Maturity Date and with the same Installment Payment Percentages, interest rate and of authorized denominations, as requested by the Holder surrendering the same, upon presentation thereof for such purpose at the principal corporate trust office of the Corporate Indenture Trustee, or at an office or agency maintained for such purpose.

No service charge to the Holder shall be made for any such registration of transfer or exchange, but the Corporate Indenture Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection herewith.

Prior to the due presentment for registration of transfer of this Mortgage Note, the Owner Trust, the Indenture Trustees, any agent of the Owner Trust or the Indenture Trustees, the Paying Agent, if any, the Registrar, the Owner Participant and the Company may deem and treat the person in whose name this Mortgage Note is registered as the absolute owner hereof for all purposes, whether or not this Mortgage Note is overdue, and neither the Owner Trust, the Indenture Trustees (nor any agent of the Owner Trust or the Indenture Trustees) nor the Paying Agent, if any, the Registrar, the Owner Participant nor the Company shall be affected by notice to the contrary.

Except as provided in the Indenture, the Indenture and the Mortgage Notes shall be construed in accordance with and governed by the laws of the State of New York.

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Exhibit A-1

Mortgage Note (Series A-1)

Unit: BEDFORD PARK, IL

Date	Principal Repayment	Interest	Debt Service	Balance
11/10/1994	0.00	0.00	0.00	2,935,569.00
3/9/1995	0.00	125,090.30	125,090.30	2,935,569.00
7/2/1995	0.00	37,037.91	37,037.91	2,935,569.00
1/2/1996	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1996	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1997	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1997	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1998	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1998	0.00	125,789.13	125,789.13	2,935,569.00
1/2/1999	0.00	125,789.13	125,789.13	2,935,569.00
7/2/1999	0.00	125,789.13	125,789.13	2,935,569.00
1/2/2000	100,314.00	125,789.13	326,103.13	2,735,255.00
7/2/2000	0.00	117,205.68	117,205.68	2,735,255.00
1/2/2001	218,250.00	117,205.68	335,455.68	2,517,005.00
7/2/2001	0.00	107,853.66	107,853.66	2,517,005.00
1/2/2002	237,790.00	107,853.66	345,646.66	2,279,215.00
7/2/2002	0.00	97,664.36	97,664.36	2,279,215.00
1/2/2003	259,081.00	97,664.36	356,748.36	2,020,134.00
7/2/2003	0.00	86,562.74	86,562.74	2,020,134.00
1/2/2004	282,279.00	86,562.74	368,841.74	1,737,855.00
7/2/2004	0.00	74,467.09	74,467.09	1,737,855.00
1/2/2005	473,030.00	74,467.09	547,497.09	1,264,825.00
7/2/2005	0.00	54,197.75	54,197.75	1,264,825.00
1/2/2006	334,913.00	54,197.75	389,110.75	929,912.00
7/2/2006	0.00	39,846.73	39,846.73	929,912.00
1/2/2007	363,615.00	39,846.73	403,461.73	566,297.00
7/2/2007	0.00	24,265.83	24,265.83	566,297.00
1/2/2008	362,932.00	24,265.83	387,247.83	203,315.00
7/2/2008	0.00	8,712.05	8,712.05	203,315.00
1/2/2009	203,315.00	8,712.05	212,027.05	0.00
7/2/2009	0.00	0.00	0.00	0.00
1/2/2010	0.00	0.00	0.00	0.00
	2,935,569.00	2,515,782.16	5,451,351.16	

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Exhibit A-2

FORM OF SERIES A-2 MORTGAGE NOTE

Property of Cook County Clerk's Office

2008-03-16

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THIS MORTGAGE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NO RESALE, TRANSFER OR OTHER DISPOSITION OF THIS MORTGAGE NOTE SHALL BE MADE UNLESS THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS ARE COMPLIED WITH OR SUCH RESALE, TRANSFER OR OTHER DISPOSITION IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. NONE OF THE OWNER TRUSTEES, THE OWNER TRUST, THE INDENTURE TRUSTEES OR THE COMPANY IS OBLIGATED TO REGISTER THE OFFER OR SALE OF THIS MORTGAGE NOTE UNDER THE SECURITIES ACT OR ANY OTHER SECURITIES LAW.

No. 26

\$2,354,537

8.85% MORTGAGE NOTE
DUE JANUARY 2, 2015
RETAIL TRUST IV, a Delaware business trust

Interest Rate: 8.85% per annum

Maturity Date: January 2, 2015

Retail Trust IV, a Delaware business trust (the "Owner Trust") of which Wilmington Trust Company and William J. Wade are acting not in their respective individual capacities but solely as Owner Trustees (herein in such capacities called the "Owner Trustees") under that certain Trust Agreement dated as of November 1, 1994, between the Owner Participant named therein and the Owner Trustees (herein as such Trust Agreement may be amended or supplemented from time to time being called the "Trust Agreement"), hereby promises to pay to The First National Bank of Chicago, a national banking association ("First Chicago"), as trustee of that certain Pass Through Trust 1994-A2 created by that certain Pass Through Trust Agreement dated November 1, 1994, as supplemented by Trust Supplement No. 1994-A2 to such Pass Through Trust Agreement dated November 1, 1994, or registered assigns (collectively, the "Holder"), the principal sum of \$2,354,537, in installments on each Installment Payment Date as set forth in the reverse hereof with the final installment due and payable on the Maturity Date specified above in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on the principal outstanding from time to time, semiannually on each Interest Payment Date which shall be May 9, 1995 and each July 2 and January 2 of each calendar year thereafter in like coin or currency at the rate per annum set forth above from the date of issuance hereof or from the most recent date to which interest has been paid or duly provided for. The Record Date for each Installment

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Payment Date, Interest Payment Date and Redemption Date shall be the 15th day preceding each such date whether or not such date is a Business Day. The Holder at the close of business on any Record Date with respect to any Installment Payment Date or Interest Payment Date shall be entitled to receive the Installment Payment Amount or interest, if any, payable on such Installment Payment Date or Interest Payment Date notwithstanding any transfer or exchange of this Mortgage Note subsequent to the Record Date and prior to such Installment Payment Date or Interest Payment Date. If any amount payable under this Mortgage Note, or under the Indenture, falls due on a day that is not a Business Day, then such sum shall be payable on the next succeeding Business Day, without additional interest thereon for the period of such extension.

This Mortgage Note is one of two Mortgage Notes (the "Mortgage Notes") issued under that certain Indenture dated as of November 1, 1994 (herein as amended, supplemented or modified from time to time called the "Indenture"), as supplemented by that certain Mortgage, Leasehold Mortgage, Deed of Trust, Leasehold Deed of Trust, Assignment of Rents, Security Agreement, and Supplemental Indenture ("the Supplemental Indenture") dated as of November 19, 1994, among the Owner Trustee and First Chicago (the "Corporate Indenture Trustee"), and L. Dillard (the "Co-Indenture Trustee", the Corporate Indenture Trustee and the Co-Indenture Trustee being referred to collectively as the "Indenture Trustees"). The Related Indenture Estate (as defined in the Related Supplemental Indenture) secures the indebtedness evidenced by the Mortgage Notes (including any Refinancing Mortgage Notes and Improvement Mortgage Notes that may be issued under such Supplemental Indenture).

Payment of the principal of, premium, if any, and interest on this Mortgage Note will be made in immediately available funds by wire transfer to an account in the United States designated by the Holder hereof not later than the date provided therefor or the reverse side hereof, provided that the final installment of principal of this Mortgage Note shall be payable only upon presentation and surrender of this Mortgage Note.

Wilmington Trust Company, William J. Wade, First Chicago, and L. Dillard are not acting individually hereunder, but solely as trustees of the Owner Trust and Indenture Trustees, respectively. Limitations on the obligations of the Owner Trust, and the trustees thereof, are set forth in Sections 2.05 and 18.01 of the Indenture.

Reference is made to the further provisions set forth on the reverse hereof. Such provisions shall for all purposes have the same effect as though fully set forth at this place.

This Mortgage Note shall not be entitled to any benefit under the Related Supplemental Indenture or be valid or obligatory for any purpose unless this Mortgage Note has been executed on behalf of the Owner Trust by the manual or facsimile signature of one

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of the trustees of the Owner Trust, and authenticated on behalf of the Corporate Indenture Trustee by the manual signature of one of the officers of the Corporate Indenture Trustee, in each case as specified in Sections 2.02 and 2.03 of the Indenture and Section 1.02 of the Related Supplemental Indenture.

Nothing contained herein or in the Indenture or the Related Supplemental Indenture shall be construed as creating any personal liability under this Mortgage Note of the Owner Trust or any beneficiary of the Owner Trust or any of their respective affiliates or any of their respective officers, directors, shareholders, partners, venturers, trustees (except for the Owner Trustees which are governed by the immediately following paragraph), beneficiaries, employees or agents (the Owner Trust and such other Persons being collectively called "Lessor Parties"), individually or personally, except as otherwise specifically provided herein and in the Indenture and the Related Supplemental Indenture. All such liability, if any, being expressly waived by the Holder by its acceptance of this Mortgage Note, for itself and for each person now or hereafter claiming by, through or under the Holder, and that, so far as any Lessor Party, individually or personally, is concerned, the Holder and any person claiming by, through or under the Holder shall look solely to the right, title and interest of the Owner Trust in the Related Indenture Estate for the performance of any obligation under this Mortgage Note and the satisfaction of any liability arising therefrom. In furtherance of the foregoing, should the Owner Trust become subject to a proceeding under the Federal Bankruptcy Code or any successor provision, the Holder or any other person claiming by, through or under the Holder shall, upon the request of the Owner Trust, make the election referred to in Section 1111(b)(1)(A)(i) of such code or successor provision. Notwithstanding such election, if any person be held to have recourse to any Lessor Party, individually or personally, directly or indirectly on account of any amount payable by or any obligation of the Owner Trust hereunder, and the Holder or any other person claiming by, through or under the Holder actually receives an Excess Amount, then any such person receiving an Excess Amount shall be required to promptly refund to the Owner Trust or the Owner Participant, as the case may be, all of such Excess Amount. For purposes of this paragraph, the Owner Trust shall be deemed to include any permitted successors to the Owner Trust's interest in the Property.

It is expressly understood and agreed by and among the Owner Trust, the Owner Trustees and each Holder that (i) this Mortgage Note is executed and delivered by Wilmington Trust Company not individually or personally but solely as Corporate Owner Trust on behalf of the Owner Trust under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it as the Corporate Owner Trustee, (ii) each of the undertakings and agreements herein made on the part of the Owner Trust (other than those specifically made by Wilmington Trust Company, in its individual capacity) are made and intended not as personal undertakings and agreements by Wilmington Trust Company but for the purpose for binding only the Trust Estate (as defined in the Trust Agreement) created by the Trust Agreement, (iii) nothing herein contained shall be construed as creating any

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IN WITNESS WHEREOF, the Owner Trust has caused this Mortgage Note to be duly executed in its name by an officer of the Corporate Owner Trustee thereunto duly authorized.

Date: November 10, 1994

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Corporate Owner
Trustee of Retail Trust IV

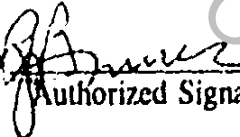
By 
Authorized Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Mortgage Notes referred to in the within-mentioned Related Supplemental Indenture.

Dated: November 10, 1994

THE FIRST NATIONAL BANK OF
CHICAGO, a national
banking association,
not in its individual capacity but
solely as Corporate Indenture Trustee

By 
Authorized Signatory

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[Form of Reverse of Certificate]

On each Installment Payment Date, the principal payable on this Mortgage Note shall be equal to the Installment Payment Percentage indicated on Schedule I attached hereto for such Installment Payment Date multiplied by the initial principal amount of this Mortgage Note which is set forth on the face hereof (an "Installment Payment Amount"), subject to earlier redemption, in whole or in part, or mandatory tender for purchase described briefly below and more fully described in Article VI of the Indenture.

As more fully provided in the Indenture, this Mortgage Note is subject to redemption, in whole or in part, by notice mailed not less than 20 days prior to the applicable Redemption Date, under the circumstances set forth in Section 6.02 of the Indenture at a redemption price (the "Redemption Price") set forth below.

The Corporate Indenture Trustee shall give prompt notice of any such redemption by first-class mail to Holders stating the Redemption Date, the Redemption Price, the principal amount to be redeemed if less than the entire unpaid principal amount hereof, and the place or places where the Certificates may be surrendered if the entire unpaid principal amount hereof is to be redeemed. In addition, under certain circumstances, the Owner Trust may elect to purchase the Mortgage Notes from the holders thereof. All notices of such purchase shall be given promptly by first-class mail and shall state the purchase date, the purchase price, and the place or places where the Mortgage Note is to be surrendered for payment of the purchase price.

The Redemption Price or purchase price of each Mortgage Note shall be equal to the unpaid principal amount hereof together with interest accrued thereon to the Redemption Date; together with, in certain circumstances more fully described in the Indenture, the Make-Whole Premium (as defined in, and calculated by an Independent Investment Banker in accordance with, the Indenture), if any.

Any redemption of this Mortgage Note only in part shall be effected by the payment to the Holder (without the necessity of presentation or surrender of this Mortgage Note on the part of the Holder) of the amount necessary to effect such redemption in accordance with Article VI of the Indenture and the Corporate Indenture Trustee shall note on its records the fact of such payment and the amount of the principal amount of this Mortgage Note remaining unpaid after such payment. Such notation, in the absence of manifest error, shall be conclusive evidence of the amount of such payment and the remaining unpaid principal amount of this Mortgage Note and shall be binding upon the Holder and all subsequent Holders of this Mortgage Note issued upon registration of a transfer thereof or in exchange therefor. As a result of any such redemption in part, each subsequent Installment Payment Amount shall, effective as of the Installment Payment Date immediately following the Redemption Date, automatically (without further act) be reduced by the percentage that the total aggregate unpaid principal portion of the redemption amount of this Mortgage Note and the other Mortgage Note issued pursuant to the Indenture being

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redeemed bears to the total aggregate unpaid principal amount of this Mortgage Note and the other Mortgage Note issued pursuant to the Indenture immediately before such redemption.

Under Section 3.08 of the Indenture, the Company is, under certain circumstances, permitted to assume all of the liabilities and obligations of the Owner Trust under the terms of this Mortgage Note, the Indenture and the Related Supplemental Indenture. In the event the Company assumes, on a fully recourse basis, all of such liabilities and obligations, the lien of the Related Supplemental Indenture on the Related Property (as defined in the Supplemental Indenture) will continue except as provided in the next sentence. If certain legal opinions described in Section 3.08(b) of the Indenture can be rendered if the Mortgage Notes become unsecured obligations of the Company, the lien on the Related Property will be released, and there will be a restatement of the Supplemental Indenture so it shall thereafter contain terms which are essentially the same (except as provided in the Indenture) as those set forth in the Company's indenture dated as of April 1, 1991, as supplemented by a Supplemental Indenture dated as of September 9, 1992, with The First National Bank of Chicago, as trustee, for certain unsecured debt obligations of the Company. In either event, the Company will execute an assumption of this Mortgage Note which will be delivered to the holders of record of the Mortgage Note on the Relevant Date. As a result of any such assumption, the Owner Trust will be automatically released from any and all liabilities and obligations hereunder and under the Indenture and the Related Supplemental Indenture.

Reference is made to the Indenture, the Related Supplemental Indenture and all supplements and amendments thereto (a copy of which is on file with the Corporate Indenture Trustee at its principal corporate trust office) for the definitions of capitalized terms used but not defined herein and for a more complete statement of the terms and provisions thereof, including a statement of the properties conveyed, pledged and assigned thereby, the nature and extent of the security, the respective rights of the Owner Trust, the Indenture Trustee and the Holders, and the terms upon which the Mortgage Notes are, and are to be, executed and delivered, to all of which terms and conditions in the Indenture each Holder hereof agrees by its acceptance of this Mortgage Note. In the event of any conflict or inconsistency between the provisions of this Mortgage Note and the Indenture as supplemented by the Related Supplemental Indenture, the Indenture as so supplemented will control.

If an Indenture Event of Default shall occur and be continuing, the principal of this Mortgage Note may be declared due and payable in the manner and with the effect provided in the Indenture, and the Indenture Trustees may, in certain circumstances, take possession of all or any part of the Related Indenture Estate and sell all or part of the Indenture Estate at public or private sale, as the Indenture Trustees may determine, or otherwise dispose of, hold, use, operate, lease to other or keep idle all or part of the Related Indenture Related Estate as the Indenture Trustees in their sole discretion may determine;

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provided, however, that the Indenture Trustees shall not be obligated to use or operate all or part of the Related Indenture Estate directly or indirectly by themselves or through agents or representatives or to lease, license or otherwise permit or provide for the use or operation of all or part of the Indenture Estate by others with title remaining in the Indenture Trustees without adequate insurance or indemnification for liability for loss or damage to such Related Indenture Estate and for public liability and property damage as provided in the Indenture.

All payments of principal, premium, if any, and interest to be made hereunder and under the Related Supplemental Indenture (other than payments made in connection with optional redemptions or purchases by the Owner Trust and payments made in connection with the exercise of cure rights by the Owner Trust), shall not be required to be made except from the Related Indenture Estate or the income and proceeds received by the Indenture Trustees therefrom (and, with respect to the Make-Whole Premium, if any, payable under the terms of the Indenture, as further limited by Section 8.02(d) of the Indenture), and shall be made in accordance with the terms of Article II of the Indenture and Article I of the Related Supplemental Indenture. Each Holder hereof, by its acceptance of this Mortgage Note, agrees (x) that except as expressly provided above, it will look solely to the Related Indenture Estate or the income and proceeds received by the Indenture Trustees therefrom, to the extent available for distribution to the Holder hereof as provided in the Indenture and (y) that neither the Owner Trust nor the Owner Participant is liable, and neither the Owner Trustees nor the Indenture Trustees are liable in their individual capacities, to the Holder hereof or, in the case of the Owner Trust and the Owner Trustees, to the Indenture Trustees for any amounts payable under this Mortgage Note or the Related Supplemental Indenture or, except as provided in the Indenture and the Related Supplemental Indenture with respect to the Owner Trust and the Owner Trustees, or the Indenture Trustees, for any liability under the Related Supplemental Indenture.

If an Indenture Event of Default shall occur and be continuing, subject to the terms of the Indenture and the Related Supplemental Indenture, the principal of the Mortgage Notes may be declared due and payable in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be waived by the Holders of at least a majority in aggregate principal amount of Outstanding Related Mortgage Notes. Any such consent or waiver shall be conclusive and binding upon the Holder and upon all future Holders and owners of this Mortgage Note and any Mortgage Note that may be issued in exchange or substitution therefor, whether or not any notation thereof is made upon this Mortgage Note or such other Mortgage Notes. Moreover, if, and only if, a Lease Event of Default shall occur, the Indenture Trustees may declare the Lease to be in default, and may, to the exclusion of the Owner Trust, exercise one or more of the remedies of the Owner Trust provided in the Lease, subject to certain requirements and limitations set forth in the Indenture.

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The Owner Trust may, subject to certain limitations set forth in the Indenture, cure a default by the Company under the Lease arising from the failure of the Company to make any Basic Rent payments under the Lease if such failure of the Company to make such payment of Basic Rent shall not constitute the fourth consecutive such failure or seventh or subsequent cumulative such failure. The Owner Trust may cure any other default by the Company in the performance of its obligations under the Lease (i) which can be cured solely by the payment of money by making such payment on behalf of the Company and (ii) other than a default which can be effected by the payment of money, by taking such action as may otherwise be required under any covenant, condition or agreement to be performed or observed by the Company under the Lease.

The right of the Holder hereof to institute action for any remedy under the Indenture is subject to certain restrictions specified in the Indenture and the Related Supplemental Indenture, except that the right of the Holder of this Mortgage Note to receive payment of the principal of and interest on this Mortgage Note on the respective due dates or the Redemption Price on any Redemption Date, or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the consent of such Holder. Anything to the contrary herein notwithstanding, (i) no Holder shall have the right to enforce any judgment or otherwise exercise remedies against certain indemnity and reimbursement payments to which the Owner Trust and the Owner Participant may be entitled under the terms of the lease of the Property (which are referred to in the Indenture as the "Excepted Payments"), and (ii) no one or more Related Holders of the Mortgage Notes shall have any right in any manner whatever by virtue of, or by availing itself or themselves of, any provision of the Indenture or the Related Supplemental Indenture to affect, disturb or prejudice the rights of any other Related Holders of the Mortgage Notes, or to obtain or to seek to obtain priority or preference over any other Related Holders or to enforce any right under the Indenture or the Related Supplemental Indenture, except in the manner therein provided and for the ratable benefit of all the Related Holders.

The Mortgage Notes are issuable only as registered Mortgage Notes without coupons in denominations of \$1,000, and integral multiples thereof (*provided that one Mortgage Note maturing on each Maturity Date may be in a different principal amount in order to represent the balance of the indebtedness evidenced by all Mortgage Notes maturing on such Maturity Date*). So long as any of the Mortgage Notes remain Outstanding, the Corporate Indenture Trustee will maintain an office or agency in Chicago, Illinois, where the Mortgage Notes may be presented for payment and a facility or agency in the Borough of Manhattan, the City of New York, New York where the Mortgage Notes may be presented for registration of transfer and for exchange as provided in the Indenture and the Related Supplemental Indenture. As provided in the Indenture and the Related Supplemental Indenture and subject to certain limitations therein, this Mortgage Note is transferable, and upon surrender of this Mortgage Note for registration of transfer at the principal corporate trust office of the Corporate Indenture Trustee, or at the office or agency maintained for such

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purposes, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Owner Trust and the Corporate Indenture Trustee duly executed by, the Holder or his attorney-in-fact duly authorized in writing, one or more new Mortgage Notes maturing on the same Maturity Date and with the same Installment Payment Percentages, interest rate and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

As provided in the Indenture and the Related Supplemental Indenture and subject to certain limitations therein, the Mortgage Notes are exchangeable for an equal aggregate principal amount of Mortgage Notes maturing on the same Maturity Date and with the same Installment Payment Percentages, interest rate and of authorized denominations, as requested by the Holder surrendering the same, upon presentation thereof for such purpose at the principal corporate trust office of the Corporate Indenture Trustee, or at an office or agency maintained for such purpose.

No service charge to the Holder shall be made for any such registration of transfer or exchange, but the Corporate Indenture Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection herewith.

Prior to the due presentment for registration of transfer of this Mortgage Note, the Owner Trust, the Indenture Trustees, any agent of the Owner Trust or the Indenture Trustees, the Paying Agent, if any, the Registrar, the Owner Participant and the Company may deem and treat the person in whose name this Mortgage Note is registered as the absolute owner hereof for all purposes, whether or not this Mortgage Note is overdue, and neither the Owner Trust, the Indenture Trustees (nor any agent of the Owner Trust or the Indenture Trustees) nor the Paying Agent, if any, the Registrar, the Owner Participant nor the Company shall be affected by notice to the contrary.

Except as provided in the Indenture, the Indenture and the Mortgage Notes shall be construed in accordance with and governed by the laws of the State of New York.

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Exhibit A-1

Mortgage Note (Series A-2)

Unit: BEDFORD PARK, IL

Date	Principal Repayment
11/10/1994	0.0000000000%
5/9/1995	0.0000000000%
7/2/1995	0.0000000000%
1/2/1996	0.0000000000%
7/2/1996	0.0000000000%
1/2/1997	0.0000000000%
7/1/1997	0.0000000000%
1/1/1998	0.0000000000%
7/2/1998	0.0000000000%
1/2/1999	0.0000000000%
7/2/1999	0.0000000000%
1/2/2000	0.0000000000%
7/2/2000	0.0000000000%
1/2/2001	0.0000000000%
7/2/2001	0.0000000000%
1/2/2002	0.0000000000%
7/2/2002	0.0000000000%
1/2/2003	0.0000000000%
7/2/2003	0.0000000000%
1/2/2004	0.0000000000%
7/2/2004	0.0000000000%
1/2/2005	0.0000000000%
7/2/2005	0.0000000000%
1/2/2006	0.0000000000%
7/2/2006	0.0000000000%
1/2/2007	0.0000000000%
7/2/2007	0.0000000000%
1/2/2008	0.0000000000%
7/2/2008	0.0000000000%
1/2/2009	0.0000000000%
7/2/2009	0.0000000000%
1/2/2010	0.0000000000%
7/2/2010	13.800804404%
1/2/2011	3.800252279%
7/2/2011	16.417282883%
1/2/2012	0.0000000000%
7/2/2012	16.904045253%
1/2/2013	0.0000000000%
7/2/2013	18.306636467%
1/2/2014	0.0000000000%
7/2/2014	19.926762671%
1/2/2015	10.945147050%
	100.000000000%

Property of Cook County Clerk's Office

2015-01-05

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STATE OF NEW YORK)
) 88.1
COUNTY OF NEW YORK)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared William J. Wade, who is personally known to me to be a person who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did acknowledge before me, depose and say to me that he is a trustee of Retail Trust IV, named as one of the parties to the aforementioned legal instrument; that after being duly informed of the contents and import of such legal instrument as the trustee of such trust indicated above, he had signed the same in the name of and on behalf of such trust; that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto as such; and that on behalf of said trust he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the _____ day of November, 1994.

My commission expires:

Ellen Extract
Notary Public

Printed Name: _____

ELLEN EXTRACT
NOTARY PUBLIC, State of New York
No. 31 4549129
One Madison Ave., New York County
Commission Expires March 30, 1995

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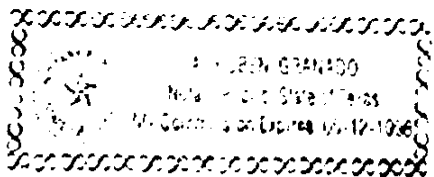
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STATE OF TEXAS)
) ss. :
COUNTY OF DALLAS)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgements, there personally appeared R.J. Bruner, a vice president of First National Bank of Chicago, National Association, a national banking association, who is personally known to me to be a person who signed the legal instrument to which this acknowledgement is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did acknowledge before me, depose and say to me that he is a vice president of First National Bank of Chicago, National Association, a trustee under that certain Indenture, dated as of November 1, 1994 among Retail Trust IV and First National Bank of Chicago, National Association and L. Dillard, as trustees, named as one of the parties to the aforementioned legal instrument; that being duly authorized by the board of directors of said national banking association and after being duly informed of the contents and import of such legal instrument as a trustee under such Indenture, he had signed the same as vice president of said national banking association as trustee under said Indenture; that the execution of said legal instrument was the free and voluntary act and deed of said national banking association as trustee under said Indenture for the consideration, purposes, and uses set forth in such legal instrument; that he had delivered such legal instrument to the other parties thereto in such capacity; and that on behalf of said national banking association as trustee under said Indenture, he had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgement in the State and County named above on the 9th November, 1994.

My commission expires:



A. Rubin Granado
Notary Public

Printed Name: _____

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Return to: Stacie Taylor
14643 Dallas Parkway
Suite 770 LB-61
Dallas, Texas 75240