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PLAT WITH THIS DOCUMENT

AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT

25.00

THIS AMENDMENT, made the 9th day of March, 1988 by and between Richard J. Meyer, as Trustee, under Trident Investment Management, Inc., Meyer Investment Properties, Inc., and Public Pension Fund I-1983 ("Meyer") successor in interest to Chicago Title and Trust Company, as Trustee under Trust Agreement No. 1085305 c/o First National Realty and Development Company, an Illinois corporation, having an office at 5730 West 159th Street, Oak Forest, Illinois 60452 ("Developer") and Toys "R" Us, Inc., a Delaware corporation, having an office at 395 West Passaic Street, Rochelle Park, New Jersey 07622 ("Toys").

WHEREAS, Meyer and Toys entered into a Reciprocal Easement and Operation Agreement (the "Agreement") dated March 25, 1985 providing for mutual agreement and cooperation with respect to the operation and maintenance of their respective parcels as described on Exhibit "A" and Exhibit "B" attached hereto and Common Areas as referred to therein; and

WHEREAS, Meyer and Toys desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the parties agree as follows:

1. The dimensions and location of Building E ("Building E") as depicted on Exhibit "C" to the Agreement are enlarged and revised in accordance with Exhibit "C" to this Amendment, thereby reducing the Common Area of the Developer Parcel.

2. Notwithstanding anything in the Agreement to the contrary, the occupant of Building E, is permitted to

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construct, maintain and repair those improvements to the Common Area of the Developer Parcel as shown on Exhibit "C" to this Amendment.

3. Activity associated with the construction, use and operation of a typical Burger King Restaurant on the Building E parcel shall not be considered a violation of Section 3.03(a) of the Agreement.

4. With respect to the windows of the restaurant located on the Building E parcel, Section 2.03 of the Agreement shall not prohibit the use of window advertising consistent with the promotional and advertising programs of Burger King Corporation.

5. Except as expressly set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Richard Hill EXECUTIVE VICE PRESIDENT
OF MEYER INVESTMENT PROPERTIES, INC.
AS REAL ESTATE ADVISOR UNDER CONTRACT
WITH

WITNESSES:

Eugene J. Carter
[Signature]

Richard J. Meyer, as Trustee
under Trident Investment
Management, Inc., Meyer
Investment Properties, Inc.
and Public Pension Fund K-1983

by Richard Hill
Executive Vice President

WITNESSES:

TOYS "R" US, INC.,
a Delaware corporation

By: [Signature]

Its MICHAEL PAUL MILLER
SENIOR VICE PRESIDENT REAL ESTATE

Attest:
By: [Signature]

Its MICHAEL L. TUMOLO
ASSISTANT SECRETARY

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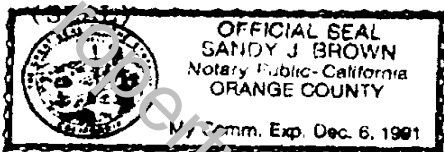
STATE OF California
COUNTY OF Orange

Richard Miller Executive Vice President of
Meyer Investment Properties, Inc. as Real
estate holder under contract with

Meyer
Investment Properties

BEFORE ME, the undersigned authority, personally appeared Richard J. Meyer, as Trustee under Trident Investment Management, Inc., Meyer Investment Properties, Inc, and Public Pension Fund I-1983, to me well known and known to me to be the individual described in and who executed the foregoing instrument as said ~~Trustee~~ and acknowledged to and before me that he executed such instrument as such ~~Trustee~~ Real Estate and that said instrument is the free act and deed of said Richard Miller.

WITNESS my hand and official seal this 11th day of March, 1988.



Sandy J. Brown
Notary Public
My Commission Expires:
December 6, 1991

STATE OF New Jersey
COUNTY OF Bergen

BEFORE ME, the undersigned authority, personally appeared Michael Paul Miller and Michael J. Tunolo to me well known and known to me to be the individuals described in and who executed the foregoing instrument as Dr. VP and Asst. Secretary of TOYS "R" US, INC, a Delaware corporation, and severally acknowledged to and before me that they executed such instrument as such Dr. VP and Asst. Sec. respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 9th day of March, 1988.

(SEAL)

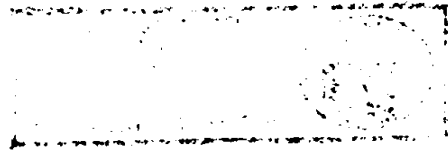
Carolyn A. Donnelly
Notary Public
My Commission Expires:

CAROLYN A. DONNELLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 26, 1992

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Property of Cook County Clerk's Office



2011/11/18

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As outlined in black on the Site Plan, to be replaced prior to closing with a metes and bounds description.

BLOCK 2 OF S. J. WALKER'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF BLOCK 2 IN S. J. WALKER'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 11, 1871 IN BOOK 172 OF PLATS PAGE 94, SAID POINT BEING 25 FEET WEST OF THE WEST LINE OF THE TRACT OF LAND CONVEYED BY GEORGE S. ROBBINS AND WIFE TO THE CHICAGO AND GREAT EASTERN RAILWAY COMPANY BY WARRANTY DEED DATED OCTOBER 17, 1864 AND RECORDED NOVEMBER 1, 1864 IN BOOK 289 OF RECORDS, PAGE 432, FOR A RIGHT OF WAY, RUNNING THENCE SOUTH PARALLEL TO AND 15 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY AFORESAID TO THE SOUTH LINE OF SAID BLOCK 2, RUNNING THENCE EAST 25 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND GREAT EASTERN RAILWAY COMPANY AFORESAID, RUNNING THENCE NORTH ON SAID WEST LINE 554.75 FEET MORE OR LESS TO A POINT WHERE THE NORTH LINE OF BLOCK 2 AFORESAID IF PROJECTED WOULD INTEREST THE WEST LINE OF SAID RIGHT OF WAY RUNNING THENCE DUE WEST 25 FEET TO THE PLACE OF BEGINNING, CONVEYED BY QUIT CLAIM DEED FROM HAROLD T. MCCORMICK AND WIFE TO THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILWAY COMPANY A CORPORATION OF ILLINOIS, DATED NOVEMBER 11, 1896 AND RECORDED DECEMBER 15, 1896 IN BOOK 3904, PAGE 457 AS DOCUMENT 2475750. ALSO EXCEPTING THEREFROM PREMISES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF BLOCK 2 IN S. J. WALKER'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 11, 1871 IN BOOK 172 OF PLATS PAGE 94 SAID POINT BEING 65 FEET WEST OF THE WEST LINE OF THE TRACT OF GROUND CONVEYED TO THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD COMPANY AN ILLINOIS CORPORATION BY DEED DATED NOVEMBER 11, 1896 AND RECORDED DECEMBER 15, 1896 IN BOOK 3904 PAGE 457 AS DOCUMENT 2475750. THENCE RUNNING SOUTH 50

EXHIBIT "A"

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That part of Block 2 of S.J. Walker's subdivision of the northeast $\frac{1}{4}$ of Section 25, Township 39 north, Range 13, East of the third principal meridian described as follows: Beginning at the southwest corner of said Block 2 thence north 595.05 feet to the northwest corner of said Block 2; thence east along the north line of said Block 2, 256.00 feet; thence south parallel with the west line of said Block 2, 60.08 feet; thence east parallel with the north line of said Block 2, 68.00 feet; thence south parallel with the west line of said Block 2, 234.00 feet; thence west parallel with the north line of said Block 2, 62.00 feet; thence south parallel with the west line of said Block 2, 36.00 feet; thence west parallel with the north line of said Block 2, 62.00 feet; thence south parallel with the west line of said Block 2, 210.00 feet; thence southeasterly a distance of 185.65 feet to a point 40.00 feet north of the south line of said Block 2; thence south parallel with the west line of said Block 2, 40.00 feet; thence west 385.00 feet to the point of beginning, all in Cook County, Illinois, and containing 3.75 acres, more or less.

File: 16-25-202-001

Cerroso Rockwell
Chicago, Illinois

Doc prepared by od
return to

Jim Hoor
c/o Burger King Corporation
P.O. Box 520783
Miami Florida 33152

BOX 333-HW

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Office

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BURGER KING CORPORATION

CHICAGO REGION
3051 OAK GROVE ROAD
DOWNERS GROVE, ILLINOIS 60515
312-969-5150

VIA AIRBORNE EXPRESS

Mr. Mark Keschl
Regional Real Estate Manager
Toys 'R' Us
395 West Cassaic Street
Rochelle Park, New Jersey 07662

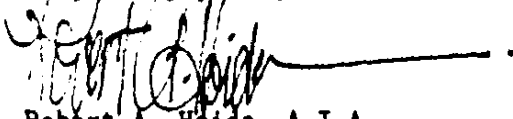
Regarding: Cermak Court
Proposed Burger King Restaurant A-7205C
Chicago, Illinois

Dear Mr. Keschl:

Pursuant to your letter dated November 17, 1987 to Chuck Markopoulos of First National Realty, we have gone to the site once again and "spotted" the sign location. The enclosed photograph is taken from the intersection of Cermak and Western. Our sign will be 26 ft. high, as is shown in the photo. Our logo will be 8 ft. x 8 ft. (the photo shows a 4x8 "sign").

This recent test certainly demonstrates that the view from Cermak and Western to your pylon sign will be unaffected by our proposed sign. There is a substantial separation between the two signs. I am sure that this solution will be satisfactory to you. Please contact me if you have further questions.

Very truly yours,



Robert A. Hoida, A.I.A.
Site Development Engineer

RAH:cap
BH124

cc: Jim Hoar w/enclosure
Dan Scurek w/enclosure
Jim Lyons w/enclosure
Bob Malagon w/enclosure



SCHEDULE 1 TO EXHIBIT C

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