All references in the Memorandum to Exhibit 4 are deemed to refer to Revised Exhibit 4 attached hereto and incorporated herein.

All references in the Memorandum and the Supplemental Memorandum to Exhibit 2 are deemed to refer to Revised Exhibit 2 attached herein.

Effective as of the date first written above, the Memorandum are hereby amended as follows:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Memorandum and Landlord and Tenant hereby agree to amend the Memorandum and follows.

WHEREAS, Tenant has subleased a portion of the "demised premises" as defined in the Lease to Enterprise') pursuant to that of Chicago, a Nevada corporation ("Enterprise') pursuant to that certain Lease dated as of March 31, 1988;

WHEREAS, Landlord has appointed Bennett & Kahnweiler Realty Advisors, Inc., its attorney-in-fact to amend the Lease pursuant to that certain General Power of Attorney for Transactions in Interests in Real Property dated May 19, 1988, a copy of which is attached hereto as Exhibit A.

WHEREAS, Landlord has acquired the interest of Forest Park Mall, Inc. under the Lease and has entered into an assumption agreement pursuant to Section 34.11 of the Lease;

WHERE.(S., Forest Park Mall, Inc. and Tenant are parties to that certain (1) Lease dated as of February 24, 1982 (the "Lease"); (2) Amorandum of Lease, Common Area Easements and Restrictive Coverant (the "Memorandum") dated as of February 24, 1982 and recorded March 26, 1982 as Instrument No. 26184535 in the Official Records of the Recorder's Office of Cook County, Illinois; and (3) Supplemental Memorandum of Lease, Common Area Easements and Restrictive Covenant (the "Supplemental Memorandum") dated as of July 1, 1983 and recorded September 8, 1983 as Instrument No. 26759756 in such Official Records; and

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE, COMMON AREA SYSTEM OF THE STRICTIVE COVENANT IS made and entered into as of the ANY DEPARTMENT STORES COMPANY, a New York Corporation THE MAY DEPARTMENT STORES COMPANY, a New York Corporation ("Tenant").

20 hc \$

FIRST AMENDMENT TO MEMORANDUM OF AND RESTRICTIVE COVENANT

THE WAY DEPARTMENT STORES COMPANY ST. LOUIS, MISSOURI 63101
ATTENTION: PECGY M. ISRAEL, ESQ.

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THE MAY DEPARTMENT STORES COMPANY, ACCURATION

Tenant:

By Sall Strain

3y: BENUETT & KAHUWEILER REALTY

COTPORATION, AS ILS ALLOTHEY-INFACT

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, &

Landlord:

Assistant Secretary

: testtA

Attest:

IN WITNESS WHEREOF, the parties have caused their duly authorized agents to execute this First Amendment to Memorandum of Lease, Common Area Easements and Restrictive Covenant as of the day and year first written above.

PMI290

, . 2.000 2000a EFIZVBELLH V. NOLDBBVE

(SEAL)

My Commission Expires:

City and State Notal Public in in and

certificate first above written. WITNESS my hand and official seal the day and year in this

State, personally appeared the first for the said city and to be the Living to me within instruction that executed the within instruction of the persona who executed the within instruction of the personal of the within instruction ment, on behalf of the corporation executed the within instruction of the present of the pricing of the within instruction ment, on behalf of the corporation executed the within instruction ment, on penalt of the corporation executed the within instruction of the present of the 51 415 known to me

CITY OF ST.

HA COUNTERION EXD. MAR 22,1992 NOTARY PUBLIC STATE OF ILLINOIS OFFICIAL SEAL

My Commission Expersion (SEAL)

County and State Wotary Public in and fot

certificate first above written. WITNESS my hand and official seal the day and year in this

directors. nowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of discrete $\frac{1}{2}$ Instrument, on behalf of the corporation herein named, and ack-

known to me to be the that executed the within instrument, known to me to be the persons who executed the within instrument, known to me to be the persons who executed the within Instrument. On this the undersigned, a Wotary Public in and for the said County and State, personally appeared to a point to me to be the

STATE OF A STATE OF A STATE

EXHIBIT A

GENERAL POWER OF ATTORNEY FOR TRANSACTIONS IN INTERESTS IN REAL PROPERTY

State of)
County of) ss)

The Teachers' Retirement System of the State of Illinois, a retirement system established pursuant to the laws of the State of Illinois, 2815 West Washington Street, Springfield, Illinois 62794, does hereby make, constitute, and appoint Bennett & Kahnweiler Realty Advisors, Inc., 9700 West Bryn Mawr, Rosemont, Illinois 60018 to be its true and lawful attorney-in-fact for it and in its names, place and stead:

- 1. To accept as security for a loan, reject, demand, buy, lease, receive, or otherwise to acquire either ownership or possession of any estate or interest in real property, including without limitation that certain improved real property known as Forest Park Mall, Forest Park, Illinois, which improved real property is described on Exhibit A, attached hereto and by this reference made a part hereof:
- 2. To sell, exchange, convey either with or without covenants, quit-claim, release, surrender, mortgage, encumber, partition or consent to the partitioning, revoke, create or modify a trust, grant options concerning, lease or sublet, or otherwise dispose of, any estate or interest in real property;
- 3. To release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce by action, proceeding or otherwise, any mortgage, encumbrance, lien, or other claim to real property which exists, or is claimed to exist in favor of the undersigned:
- 4. To do any act of management or of conservation with respect to any estate or interest in real property owned, or claimed to be owned, by the undersigned, including by way of illustration, but not of rescriction, power to insure against any casualty, liability or loss, to obtain or to regain possession or to protect such estate or interest by action, proceeding or otherwise, to pay, compromise or contest taxes or assessments, apply for refunds in connection therewith, purchase supplies, hire assistance or labor and make repairs or alterations in the structures or real property;
- 5. To utilize in any way, develop, modify, alter, replace, remove, erect or install structures or other improvements upon any interest in real property in which the undersigned has, or claims to have, any estate or interest;
- 6. To demand, receive, obtain by action, proceeding or otherwise, any money, or other thing of value to which the undersigned is, or may become, or may claim to be entitled as the proceeds of an interest in real property or of one or more of the transactions enumerated in this instrument, to conserve, invest, disburse or utilize anything so received for purposes enumerated in this instrument and to reimburse its attorney for any expenditures properly made by such attorney in the execution of the powers herein conferred on such attorney;

- 7. To agree and contract, in any manner, and with any person and on any terms, which the agent may select, for the accomplishment of any of the purposes enumerated in this instrument, and to perform, rescind, reform, release, or modify any such agreement or contract or any other similar agreement or contract made by or on behalf of the undersigned;
- 8. To execute, acknowledge, seal and deliver any deed, revocation, declaration or modification of trust, mortgage, lease, notice, check, or other instrument which its attorney may think useful for the accomplishment of any of the purposes enumerated in this instrument;
- 9. To prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, any claim existing in favor of, or against, the undersigned based on or involving any real estate transaction or to intervene in any action or proceeding relating thereto;
- 10. To hime, discharge, and compensate any attorney, accountant, expert witness or other assistant or assistants when its said attorney shall think such action to be desirable for the proper execution by him of any of the powers described in this section, and for the keeping of needed records thereof; and
- 11. In general, and in addition to all the specific acts in this section enumerated, to do any other act or acts, which the undersigned can do through an agent, with respect to any estate or interest in real property.
- 12. The Teachers' Retirement System of the State of Illinois represents to those dealing with Bennett & Kahnweller Realty Advisors, Inc. that the power and authority herein granted may be voluntarily revoked only by instrument of revocation filed for record in the Office of the County Clerk in which the property is situated.

IN WITNESS WHEREOF, the Teachers' Retirement System of the State of Illinois has caused these presents to be executed by its Executive Director this 19th day of May, 1988.

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF JLLINOIS

of the state of receiving.

By:

Fred Husmann

Executive Director

Signed and delivered in the presence of:

Unofficial Witness

89454879

STATE OF ILLINOIS COUNTY OF SANGAMON

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared FRED HUSMANN, Executive Director of the TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, known to me to be the person and executive director of said Retirement System, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in en under Cook County Clerk's Office the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of May, 1988.

EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

That part of the North 1/2 of Section 24, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point on the corner formed by the intersection of the Southerly right-of-way of Roosevelt Road and the Easterly right-of-way line of Des Plaines Avenue; thence (North 89 Degrees 56 Minutes 50 Seconds East) along said Southerly right-of-way line of Roosevelt Hond for a distance of 2,077.25 feet; thence South 00 Degrees 07 Minutes 01 Seconds East along a line for a distance of 287.96 feet; thence South 84 Degrees 18 Minutes 45 Seconds West along a line for a distance of 11.33 feet; thence South 00 Degrees 00 Minutes 09 Seconds West along a line for a distance of 320.99 feet; thence South 43 Degrees 32 Minutes 52 Seconds West along a line for a distance of 663 0' feet; thence North 00 Degrees 01 Minutes 47 Seconds West along a line for a distance of 134.98 feet; thence North 89 Degrees 58 Minutes 13 Seconds East along a line for a distance of 3.00 feet; thence North 00 Degrees 01 Minutes 47 Seconds West along a line for a distance of 300.03 feet; thence North 45 Degrees 01 Minutes 21 Seconds West along a line which passes through the centers of columns for a distance of 175.17 feet; thence South 89 Degrees 58 Minutes 13 Seconds West along a line which passes through the centers of columns for a distance of 400.22 feet; thence South 44 Degrees 57 Minutes 47 Seconds West along a line which passes through the centers of columns for a distance of 175.17 feet; thence South 00 Degrees 01 Minutes 47 Seconds East along a line for a distance of 300.03 feet; thence North 89 Degrees 58 Minutes 13 Seconds East along a line for a distance of 404.20 feet; thence South 00 Degrees 01 Minutes 47 Seconds East along a line for a distance of 250.96 feet; thence North 89 Degrees 08 Minutes 05 Seconds West along a line for a distance of 184.12 feet; thence North 67 Degrees 09 Minutes 54 Seconds West along a line for a distance of 112.25 feet; thence South 88 Degrees 23 Minutes 59 Seconds West along a line for a distance of 192.67 feet; thence North 52 Degrees 54 Minutes 11 Seconds West along a line for a distance of 53.63 feet; thence North 30 Degrees 46 Minutes 56 Seconds West along a line for a distance of 585.60 feet; thence North 01 Degrees 26 Minutes 30 Seconds West along a line for a distance of 192.44 feet; thence North 89 Degrees 59 Minutes 16 Seconds West along a line for a distagre to 555.82 feet; thence North 64 Degrees 35 Minutes 07 Seconds West along a line for a distance of 31.17 feet to said Easterly right-of-way line of Des Plaines Avenue; thence (North 07 Degrees 48 Minutes UO Seconds East) along said Easterly right-of-way line of Des Plaines Avenue for a distance of 325.24 feet to said point of beginning,

excepting therefrom that part condemned in Circuit Court of Cook County Illinois Case No. 84 L 51858, described as follows:

Beginning at a point on the corner formed by the intersection of the Southerly right-of-way line of Roosevelt Road and the Easterly right-of-way line of Des Plaines Avenue; thence on an assumed bearing of South 89 Degrees 48 Minutes 15 Seconds East

EXHIBIT A - LEGAL DESCRIPTION

40.65 feet along said existing Southerly right-of-way line of Roosevelt Road to a point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence South 00 Degrees 11 Minutes 45 Seconds West 5.76 feet to a point on a 40.00 foot radius curve, the center of circle of said curve bears South 05 Degrees 37 Hinutes 13 Seconds West from said point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence Southwesterly along said curve 61.15 feet, central angle 87 Degrees 35 Minutes 36 Seconds to a point on a 2346.05 foot radius curve, the center of circle of said curve bears North 84 Degrees 05 Minutes 11 Seconds West from said point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence Southwesterly along said curve 140.37 feet, central angle 03 Degrees 25 Minutes 41 Seconds to a point, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence South 10 Degrees 07 Minutes 48 Seconds West 102.63 feet to a point in the existing Fasterly right-of-way line of Des Plaines Avenue, said point being monumented by an Illinois Department of Transportation, Division of Highways survey marker; thence North 08 Degrees 02 Minutes 15 Seconds East 283.04 feet along the existing Easterly right-of-way line of wes Plaines Avenue to the point of beginning.

PARCEL 2:

Non-exclusive easement for the experit of Parcel I for the purposes of ingress and egress to and from Roosevelt Road at Des Plaines Avenue as created by the grant of easement dated April 8, 1980 and recorded February 8, 1982 as Document No. 26,137,337 made by and between the United States Postal Service and First American Realty Co. over Parcel 2 as described in said Agreement. Said easement area is described as follows:

That part of the North 1/2 of Section 24, aforestid, described as follows:

Beginning on the Easterly line of Des Plaines Avenue, J84.04 feet Southerly from the intersection of said Easterly line of Des Plaines Avenue and the South line of Roosevelt Road; thence North 89 Degrees 59 Minutes 16 Seconds East, 584.33 feet; thence South 0 Degrees 18 Minutes 08 Seconds East, 287.55 feet; thence South 30 Degrees 47 Minutes 04 Seconds East, 642.68 feet; thence North 89 Degrees 46 Minutes 23 Seconds East 624.65 feet; thence North 43 Degrees 32 Minutes 57 Seconds East, 850.03 feet; thence North 0 Degrees 17 Minutes 42 Seconds East, 663.36 feet to the South line of said Roosevelt Road to a point 2076.04 feet East of said intersection of South line of Roosevelt Road and Easterly line of Des Plaines Avenue; thence North 89 Degrees 56 Minutes 50 Seconds East, along the South line of Roosevelt Road, 46.00 feet; thence South 0 Degrees 17 Minutes 42 Seconds West, 621.88 feet; thence South 43 Degrees 32 Minutes 52 Seconds West, 887.90 feet; thence South 89 Degrees 46 Minutes

23 Seconds West 670.52 feet; thence North 30 Degrees 47 Minutes 04 Seconds West 681.46 feet; thence North 0 Degrees 18 Minutes 08 Seconds West, 254.07 feet; thence North 89 Degrees 59 Minutes 16 Seconds West, 544.87 feet to the Easterly line of Des Plaines Avenue; thence North 7 Degrees 48 Minutes 00 Seconds East, along Easterly line of Des Plaines Avenue, 46.44 feet to the point of beginning, excepting therefrom that part falling in Parcel 1 of the land.

PARCEL 3:

Exclusive easements for the benefit of Parcel 1 for the purposes of ingress and egress, including the parking of vehicles, as created by the grant of easement dated April 8, 1980 and recorded February 8, 1982 as Document No. 26,137,337 made by and between the United States Postal Service and First American Realty Co. over Parcels 3 and 4 as described in said Agreement. Said easement areas are described as follows:

(EASEMENT AGREEDILY PARCEL 3):

That part of the North 1/2 of Section 24, aforesaid, described as follows:

Beginning on the Easterly Time of Des Plaines Avenue 384.04 feet Southerly from the intersection of said Easterly line of Des Plaines Avenue and South line of Roosevelt Road; thence North 89 Degrees 59 Minutes 16 Seconds East, 584.33 feet; thence South 0 Degrees 18 Minutes 08 Seconds East, 287.55 feet; thence South 30 Degrees 47 Minutes 04 Seconds East, 642.68 feet; thence Morth 89 Degrees 46 Minutes 23 Seconds East, 624.65 feet; thence North-43 Degrees 12 Minutes 52 Seconds East, 14.90 feet; thence North 89 Degrees 08 Minutes 05 Seconds West, 311.88 feet; thence North 67 Degrees 09 Minutes 54 Seconds West, 112.25 feet; thence South 88 Degrees 29 Minutes 59 Seconds West, 192.67 feet; thence North 52 Degrees 54 Minutes 11 Seconds West, 53.63 feet; thence North 30 Degrees 46 Minutes 56 Seconds West, 585.60 feet; thence North 01 Degrees 26 Minutes 30 Seconds West, 292.44 feet; Thence North 89 Degrees 59 Minutes 16 Seconds West, 555.82 feet; thence North 64 Degree, 35 Minutes 07 Seconds West, 31.17 feet to the Easterly line of Des Plaines Avenue; Thence South 7 Degrees 48 Minutes 00 Seconds West, along the Easterly line of Des Plaines Avenue, 58.80 feet, to the point of beginning.

(EASEMENT AGREEMENT PARCEL 4):

That part of the North 1/2 of Section 24, aforesaid, described as follows: Commencing at the intersection of south line of Roosevelt Road and Easterly line of Des Plaines Avenue; thence North 89 Degrees 56 Minutes 50 Seconds East, 2,076.04 feet; thence South 0 Degrees 17 Minutes 42 Seconds West, 287.96 feet, to the point of beginning; thence South 84 Degrees 18 Minutes 45 Seconds West, 9.05 feet; thence South 0 Degrees 00 Minutes 09 Seconds West, 320.99 feet; thence North 43 Degrees 32

EXHIBIT A - FEGAT DESCRIPTION

Minutes 52 Seconds East, 9.26 feet; thence North 0 Degrees 17 Minutes 42 Seconds East, 315.40 feet to the point of beginning.

Permanent Tax Numbers: 15-24-101-011

Volume:

171

15-24-101-014 15-24-200-005

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COUNTY, ILLINOIS.

SOUTH 89°56'50" WEST 283.12 FEET; THENCE SOUTH 00°03'10" EAST 1,50 FEET; THENCE SOUTH 89°56'50" WEST 120.00 FEET; THENCE NORTH 00°03'10" WEST 243.66 FEET TO THE POINT OF BEGINNING, IN COOK 89°56'50" EAST, ALONG SAID SOUTH LINE OF ROOSEVELT ROAD, 569.80 FEET; THENCE SOUTH 00°03'10" EAST 289.80 FEET TO THE POINT OF REGINNING OF THE LAND HEREON DESCRIBED; THENCE NORTH 89°56'50" FAST 403.12 FEET; THENCE SOUTH 00°03'10" EAST 242.16 FEET; THENCE EAST 242.16 AND THE EASTERLY LINE OF DES PLAINES AVENUE; THENCE NORTH BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF ROOSEVELT ROAD

AS FOLLOWS:

THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED

TECAL DESCRIPTION OF DEMISED PREMISES

EXHIBIT 2 **KEAISED**

