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LEASE SUBORDINATION, ATTORNMENT

AND

NON-DISTURBANCE AGREEMENT

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THIS AGREEMENT, made this 13th day of October, 1987 by and between Federated Department Stores, Inc. a Delaware corporation (herein "Lessee"), and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation (herein "Lender").

RECITALS

A. Lender is the holder of a certain promissory note (herein the "Note") issued by LaSalle National Bank Trust No. 45500 ("Lessor"), dated November 21, 1977 in the principal sum of twenty-two million five hundred thousand DOLLARS (\$22,500,000.00) and of the mortgage of even date therewith (herein the "Mortgage") securing the Note, recorded on December 21, 1977* which Mortgage encumbers the real property (herein called the "Subject Property") described on Exhibit A, attached hereto and made a part hereof.

B. Lessee and LaSalle National Bank, as Trustee under Trust Agreement dated November 1, 1976 and known as Trust No. 45500, as Lessor, entered into a lease agreement (herein the "Lease") dated September 3, 1987, by which Lessee leased from Lessor certain premises described on Exhibit B, attached hereto and made a part hereof (herein the "Leased Premises"), and constituting a portion of the Subject Property.

C. Lessee desires to be able to obtain the advantages of the Lease and occupancy thereunder in the event of foreclosure of the Mortgage and Lender wishes to have Lessee confirm the priority of the Mortgage over the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinbelow, the parties hereto agree as follows:

1. Lessee hereby covenants and agrees that all its rights and interests whatsoever under the Lease in the Leased Premises and the Subject Property are and shall remain subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder or under the Note and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the Note, provided there is in effect either this Agreement or a new agreement containing the provisions of Paragraphs 2 and 3 below and being otherwise satisfactory to Lessee.

2. So long as Lessor is not entitled to terminate the Lease pursuant to Section 21 thereof, the Lease shall not be terminated and Lessee shall not be disturbed by Lender in its possession of the Leased Premises during the term of the Lease, or any extension or renewal thereof.

3. If the interest of the Lessor under the Lease shall be acquired by Lender or any purchaser ("Purchaser") by reason of exercise of the power of sale or the foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of Lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its lessor, said attornment to be effective and self-operative without the execution of

* as Document 24256037 and filed as Document LR 2989444

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any other instruments on the part of either party hereto immediately upon Lender's or Purchaser's succeeding to the interest of the Lessor under the Lease, and the Lease shall continue in accordance with its terms between Lessee as lessee and Lender or Purchaser as lessor; provided however, that:

(a) Lender shall not be personally liable under the Lease and Lender's liability under the Lease shall be limited to the ownership interest of Lender in the Subject Property;

(b) Lender shall not be liable for any act or omission of any prior lessor (including Lessor);

(c) Lender shall not be subject to any offsets or defenses, other than any such arising under Article 23 of the Lease, which Lessee might have against any prior lessor (including Lessor), it being agreed that Lessee shall apply any such offset to which Lender might be subject as herein provided only against amounts payable pursuant to Section 4 B of the Lease;

(d) Lender shall not be bound by any prepayment of rent for more than the current month or deposit, rental security or any other sums deposited with any prior lessor (including Lessor) under the Lease unless actually received by Lender;

(e) Lender shall not be bound by any agreement or modification of the Lease made without Lender's consent;

(f) Lender shall not be bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Leased Premises required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; and,

(g) Lender shall not be bound by any restriction on competition beyond the Leased Premises.

4. Lessee agrees with Lender that from and after the date hereof, Lessee will not terminate or seek to terminate the Lease by reason of any act or omission of the Lessor thereunder until Lessee shall have given written notice, by registered or certified mail, return receipt requested, of said act or omission to Lender, which notice shall be addressed to Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111, Attention: Senior Vice President, Real Estate Investment Division, and until a period equal to the period of time specified in the Lease for cure by Lessor plus an additional thirty (30) days shall have elapsed following the giving of such notice, during which period Lender shall have the right, but shall not be obligated to remedy such act or omission.

5. This Agreement shall inure to the benefit of and shall be binding upon Lessee and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may not be altered, modified or amended except in writing signed by all of the parties hereto. In the event

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any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

6. The Lender hereby further agrees with the Lessee that the term "fixtures", as used in the Mortgage, shall not be deemed to include "trade fixtures" as commonly understood. Any such trade fixtures that may be installed by Lessee in the Leased Premises shall continue to belong to Lessee and shall be governed by the applicable provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

[ATTEST OR WITNESSES (2)]

LESSEE: FEDERATED DEPARTMENT STORES, INC.
a Delaware Corporation

By

Its

William M. [Signature]

[SEAL]

Ass't. Secretary

Rayell Mangum
Senior Vice President

LENDER: MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY, a
Massachusetts corporation

ATTEST

Verdine S. Lanthier
ASSISTANT SECRETARY

[SEAL]

By

Its

James A. McEwen
VICE PRESIDENT

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ACKNOWLEDGEMENTS

RECORDS SECTION
COUNTY CLERK
ROBERT H. ... *437-590520
COOK COUNTY RECORDS

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

On this, the 29th day of August, 1987, before me, the undersigned party, personally appeared Darryl K. Morgan

who acknowledged himself to be the Senior Vice President of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, and that he as such Senior Vice President being authorized to do so, executed the foregoing Lease Subordination, Attornment and Non-Disturbance Agreement for the purposes therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joann K. Kern
Notary Public

My commission expires:

JOANN K. KERN
Notary Public, State of Ohio
My Commission Expires June 23, 1990

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF Hampden)

On this, the 13th day of October, 1987, before me, the undersigned party, personally appeared James L. McEathron

who acknowledged himself to be the 2nd Vice President of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, and that he as such 2nd Vice President being authorized to do so, executed the foregoing Lease Subordination, Attornment and Non-Disturbance Agreement for the purposes therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Joel A. O'Brien
Notary Public

My Commission Expires:

NOTARY PUBLIC COMMISSION EXPIRES DECEMBER 10, 1993
NOV -2 11:10:07
HARVEY CRUSH YARBELL
REGISTRAR OF TITLES

DELIVER TO
64
7/20/87

19/21
12/21/87

0331022

18

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PROPERTY OF
CLERK OF COUNTY OF COOK
1100 NORTH DEARBORN STREET, CHICAGO, ILL. 60610

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 1, 2, 6 and 7 in "Old Orchard", being a subdivision in the East half of the Southeast quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (excepting from said Lot 7 that part thereof conveyed to the State of Illinois by Deed filed February 11, 1967 as Document LR 2311547)

HFO

PARCEL 2:

Lots 1 to 40 inclusive in Block 2, Lots 1 to 23 inclusive and Lots 26 to 40 inclusive in Block 3, together with all of the vacated North and South alleys 16 feet wide, in said Blocks 2 and 3; also all of vacated Payne Street, 66 feet wide, lying between and adjoining said Blocks 2 and 3 from the West line of LaVergne Avenue to the East line of Lawler Avenue, also the South 33 feet of vacated Grant Street, 66 feet wide, lying North and adjoining said Block 2 between the West line of LaVergne and the East line of Lawler Avenue; the North line of Lot 15 in Block 3 extended East and North line of Harmswood Manor, being a subdivision of the East 15 acres of the South 30 acres of the East half of the West half of the Southeast quarter of Section 9, Township 41 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

HFO

PERMANENT INDEX NUMBERS:

PARCEL I:

10-09-411-054
10-09-411-056
10-09-411-052
10-09-411-053
10-09-411-048
10-09-411-057

all

PARCEL II:

10-09-415-041
10-09-423-041-
10-09-423-042
10-09-423-043
10-09-423-039
10-09-423-040
10-09-423-030

all

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EXHIBIT B

PARCEL 1 (BASEMENT LEVEL):

10-09-411-052-2406

ALL THAT PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE OF 612.40 (U. S. G. S. DATUM) AND BELOW A HORIZONTAL PLANE OF 626.49 (U. S. G. S. DATUM) AND WITHIN THE FOLLOWING DESCRIBED TRACT:

HFO

THAT PART OF LOT 6 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID LOT 6, A DISTANCE OF 140.18 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 14.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 183.41 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 62.29 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 2.25 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 40 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 29.96 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 35.00 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 29.96 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 66.17 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 181.58 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 20.63 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 37.13 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 60.62 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 41.91 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 121.67 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 78.54 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 81.00 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 0.75 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 40.79 FEET TO PLACE OF BEGINNING;

lot

PARCEL 2 (FIRST LEVEL):

10-09-411-052-053

ALL THAT PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE OF 626.99 (U. S. G. S. DATUM) AND BELOW A HORIZONTAL PLANE OF 639.03 (U. S. G. S. DATUM) AND WITHIN THE FOLLOWING DESCRIBED TRACT:

HFO

THAT PART OF LOTS 6 AND 7 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6, BEING ALSO A CORNER OF SAID LOT 7; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID LOT 6, SAID LINE BEING ALSO A NORTHERLY LINE OF SAID LOT 7, A DISTANCE OF 80.51 FEET TO POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 55.19 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 242.13 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 191.50 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 1.13 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 40.00 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 29.96 FEET; THENCE NORTH 16 DEGREES 00

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MINUTES 30 SECONDS EAST 35.00 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 29.96 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 52.93 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 166.50 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 6.77 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 13.58 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 61.17 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 1.92 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 79.04 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 59.00 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 57.26 FEET TO PLACE OF BEGINNING;

PARCEL 3 (SECOND LEVEL):

ALL THAT PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE OF 642.62 (U. S. G. S. DATUM) AND BELOW A HORIZONTAL PLANE OF 653.48 (U. S. G. S. DATUM) AND WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF LOTS 6 AND 7 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6, BEING ALSO A CORNER OF SAID LOT 7; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST ALONG A SOUTHERLY LINE OF SAID LOT 6, SAID LINE BEING ALSO A NORTHERLY LINE OF SAID LOT 7, A DISTANCE OF 140.31 FEET TO POINT OF BEGINNING; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 43.36 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 182.33 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 262.33 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 182.33 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 60.04 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 0.80 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 82.25 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 0.80 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 56.66 FEET TO PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4 (THIRD LEVEL):

ALL THAT PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE OF 657.07 (U. S. G. S. DATUM) AND BELOW A HORIZONTAL PLANE OF 667.56 (U. S. G. S. DATUM) AND WITHIN THE FOLLOWING DESCRIBED TRACT:

THAT PART OF LOTS 6 AND 7 IN OLD ORCHARD, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 6, BEING ALSO A CORNER OF SAID LOT 7; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS

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WEST ALONG A SOUTHERLY LINE OF SAID LOT 6, SAID LINE BEING ALSO A
NORTHERLY LINE OF SAID LOT 7, A DISTANCE OF 140.31 FEET TO POINT OF
BEGINNING; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST 43.36
FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 182.33 FEET;
THENCE NORTH 16 DEGREES 00 MINUTES 30 SECONDS EAST 262.33 FEET; THENCE
SOUTH 73 DEGREES 59 MINUTES 30 SECONDS EAST 6.79 FEET; THENCE NORTH 16
DEGREES 00 MINUTES 30 SECONDS EAST 1.75 FEET; THENCE SOUTH 73 DEGREES
59 MINUTES 30 SECONDS EAST 78.75 FEET; THENCE SOUTH 16 DEGREES 00
MINUTES 30 SECONDS WEST 1.75 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES
30 SECONDS EAST 96.79 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30
SECONDS WEST 80.04 FEET; THENCE SOUTH 73 DEGREES 59 MINUTES 30 SECONDS
EAST 6.80 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 30 SECONDS WEST
82.25 FEET; THENCE NORTH 73 DEGREES 59 MINUTES 30 SECONDS WEST 56.68
FEET TO THE PLACE OF BEGINNING;

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Jeffrey E. Rochman
Urban Investment & Development Co.
333 West Wacker Drive
Suite 2000
Chicago, Illinois 60606-1255

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