Harlem-Irving Plaza

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SHORT FORM OF SUBLEASE AND ASSIGNMENT OF SUBLEASE

This Short Form of Sublease and Assignment of Sublease (the "Short Form") made and entered into this day of July, 1989, by and between Carson Pirie Scott Company ("Carson"), a Delaware corporation, CPS Realty Partnership ("CPS"), an Illinois general partnership and CPS Department Stores, Inc. ("Department Stores"), a Delaware corporation.

LINESSETH:

WHEREAS, the lease ("Lease") described on Exhibit

A annexed hereto and made a pact hereof was entered into by
the parties more particularly described therein in respect
of all or a portion of the real property (the "Leased

Premises") more particularly described on Exhibit B annexed
hereto and made a part hereof, all as more particularly set
forth in the Lease; and

WHEREAS, CPS then sublet its interest in the Lease to Carson pursuant to a Sublease Agreement, dated August 28, 1987 (the "Sublease"); and

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WHEREAS, Carson then assigned its interest under the Sublease to Department Stores by an Assignment Agreement, dated November 24, 1987 (the "Assignment"); and

WHEREAS, Carson, CPS and Department Stores desire to enter into this Short Form in order that third parties may have notice of the separate estates of Carson, CPS and Department Stores in the Leased Premises and the existence of the Lease, Sublease, and Assignment.

NOV, THEREFORE, in consideration of ten (\$10.00) dollars paid by each of Carson, CPS and Department Stores to the other and other good and valuable consideration, the parties hereto agree as follows:

- Carson hereby assigns unto CPS, and CPS hereby accepts from Carson, upon and subject to the terms and conditions contained in the Lease, all of Carson's right, title and interest in and to the Lease and the Leased Premises to have and hold the Leased Premises for the term expiring on January 31, 2004 (the "Termination Date"), with seven (7) successive options for seven (7) years each to renew the Lease upon and subject to the terms set forth therein.
- 2. CPS hereby demises and lets unto Carson, and Carson hereby sublets and hires from CPS, upon and subject to the terms and conditions in the Lease and Sublease, the

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Leased Premises, to have and hold for a term (the "Term of the Sublease") expiring one day earlier than the Termination Date set forth in the Lease.

3. Carson hereby assigns unto Department Store, and Department Store hereby accepts from Carson, upon and subject to the terms and conditions contained in the Lease, Sublease, and Assignment, all of Carson's right, title and interest in and to the Sublease and the Leased Premises for the Term of the Sublease.

All of the terms, covenants, conditions and options contained in the Lease, Sublease, and Assignment

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between the parties are hereby incorporated in this Short Form by reference with the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form as of the day and year written above.

ATTEST: CARSON PIRIE SCOTT & COMPANY,

Earl E. Cynion, Secretary

By: Frederick G. Kraegel, Vice President

ATTEST:

CPS REALTY PARTNERSHIP

By: Carson Pirie Scott & Company, a general partner

By: Frederick G. Kraegel, Vice President

ATTEST:

CPS DEPARTMENT STORES, INC.

Earl E. Cunion, Secretary

Frederick C. Kraegel, Assistant Secretary

This instrument was prepared by and after recording should be returned to:

Jonathan Eiseman, Esq. Weil, Gotshal & Manges 767 Fifth Avenue New York, New York 10153 MX 333

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STATE OF NEW YORK
COUNTY OF NEW YORK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick G. Kraegel, personally known to me to be the Vice resident of Carson Pirie Scott & Company, a Delaware comporation, and Earl E. Cunion, Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5 day of July, 1989.

SULIA MARTOFI MOTARY PUBLIC, State of New York No. 24-4930371 Qualified in Kings County Commission Expires May 9, 1950

My Commission Expires:

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STATE OF NEW YORK)
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick G. Kraegel, personally known to me to be the Vice Fresident of Carson Pirie Scott & Company ("Carson"), a Delaware corporation, which is a general partner of CPS Realty Partnership ("CPS Realty"), an Illinois general partnership and Earl E. Cunion, Secretary of Carson, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Secretary of Carson, pursuant to authority given by the Board of Directors of Carson, as their free and voluntary act and as the fire and voluntary act and deed of Carson and CPS Realty for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5

Notary Public

JULIA MARTOI I
NOTARY PUBLIC, State of how York
NO. 24-493037 I.
Qualified in Kings County
Commission Expires May 9, 1990

My Commission Expires:

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STATE OF NEW YORK
COUNTY OF NEW YORK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederick G. Kraegel, personally known to me to be the Assistant Secretary of CPS Department Stores, Inc., a Delaware corporation, and Earl E. Cunion, Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Assistant Secretary and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of July, 1989.

Notary Public

My Commission Expires:

HOTARY PUBLIC, State of New Yor,
No. 24-4930371
Gualified in Kings County
Commission Expires May 9, 1990

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Property of Cook County Clerk's Office

Exhibit "A" Description of the Lease

Landlord:

La Salle National Bank, as successor, Trustee

and Forest-Harlem Properties an Illinois

limited partnership

Tenant:

CPS Realty Partnership, an Illinois general

partnership.

Name of Instrument:

Indenture of Lease

(the "Lease")

Date of Instrument:

August 28, 1987

Recording Information, if known:

The Lease shall mean the Lease 15 the same may be or have been at any time amended, modified, assigned, assumed, renewed, and/or extended; the term Lease is expressly understood to include any and every agreement or other instrument affecting the leasehold interests created and/or evidenced by the instrument named above, unether or not such ancillary instruments are themselves named herein.

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PARCEL "A":

THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13. TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID DESCRIBED PROPERTY THE NORTH 247.25 FEET OF THE EAST 207.54 FEET THEREOF. IN COOK COUNTY, ILLINOIS

PARCEL "B":

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH. RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN EQUIDARY LINE EXCEPTING THEREFROM A STRIP OF LAND 66 FEET WIDE ACROSS THE SOUTHEASTERLY PART OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, AFORESAID, SAID STRIP BEING PARALLEL WITH AND ADJACENT NORTHWESTERLY TO THE INDIAN BOUNDARY LINE, CONVEYED TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS, BY WARRANTY DEED RECORDED MARCH 5, 1918 AS DOCUMENT NUMBER 6281705, IN COOK COUNTY, ILLINOIS

PARCEL "C":

THE NORTH 247.25 FEET OF THE WEST 174.54 FEET OF THE EAST 207.54 FEET OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/1 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12 EAST CATHE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS SOME OFFICE

Harlem-Irving Plaza: 4200 North Harlem Norridge, Illinois

P.I.N. 12-13-405-004-0000 12-13-416-005-0000

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