8 9 3 2 1 5 7 8

Bedford
Domestic Warehouse

89321578

A 970913 CD

1900

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 5th 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.

W I T N E S S E T H:

WHEREAS, the lease ("Lease") described on Exhibit A annexed hereto and made a part 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 April 20, 1987 (the "Sublease"); and

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.

NOW, 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:

1. 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 October 31, 1990 (the "Termination Date").

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 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 between the parties are hereby incorporated in this Short

89321578

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:

Earl E. Cunion
Earl E. Cunion, Secretary

CARSON PIRIE SCOTT & COMPANY,

By: Frederick G. Kraegel
Frederick G. Kraegel,
Vice President

ATTEST:

Earl E. Cunion
Earl E. Cunion, Secretary

CPS REALTY PARTNERSHIP

By: Carson Pirie Scott & Company, a general partner

By: Frederick G. Kraegel
Frederick G. Kraegel,
Vice President

ATTEST:

Earl E. Cunion
Earl E. Cunion, Secretary

CPS DEPARTMENT STORES, INC.

By: Frederick G. Kraegel
Frederick G. 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

BOX 333

A:\25050\0060\2159\062689:BEDFDDOM.002

89321578

89321578

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 5 day of July, 1989.

Julia Morton
Notary Public

JULIA MARTOR
NOTARY PUBLIC, State of New York
No. 24-4930371
Qualified in Kings County
Commission Expires May 9, 1990

My Commission Expires: _____

89321578

89321578

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 President of Carson Pirie Scott & Company, 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 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.

Julia Martori
Notary Public

JULIA MARTORI
NOTARY PUBLIC, State of New York
No. 24-4930371
Qualified in Kings County
Commission Expires May 9, 1990

My Commission Expires: _____

89321578

89321578

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 President 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 free 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 day of July, 1989.

Julia Morton
Notary Public

JULIA MORTON
NOTARY PUBLIC, State of New York
No. 24-4930371
Qualified in Kings County
Commission Expires May 9, 1990

My Commission Expires: _____

89321578

Exhibit "A"

Description of the Lease

Landlord: Curto Reynolds Oelrich Inc., a Delaware corporation

Tenant: CPS Realty Partnership, an Illinois general partnership

Name of Instrument: Indenture of Lease

(the "Lease")

Date of Instrument: April 20, 1987

Recording Information, if known:

The Lease shall mean the Lease as 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, whether or not such ancillary instruments are themselves named herein.

[C.25 Bedford Park - Domestic Warehouse]

89321578

EXHIBIT B

That part of the North 1303.0 feet (measured at right angles) of the North East Quarter of the North East Quarter of Section 28, Township 38 North, Range 1 East of the Third Principal Meridian, described as follows: Beginning at a point in the South line of the North 1303.0 feet (measured at right angles) of the North East Quarter of the North East Quarter of Section 28, aforesaid, 757.0 feet West of the East line thereof; thence continuing West along said South line for a distance of 400.0 feet to a point 197.2 feet East of the East line of a railroad right-of-way, said railroad right-of-way line being a line drawn at right angles to the North line of said Section 28 through a point 1343.59 feet West of the North East corner of Section 28, aforesaid; thence North at right angles to said South line of said North 1303.0 feet, for a distance of 282.72 feet to an intersection with a curved line, convex to the South West; thence Northwesterly along said curved line, with a radius of 259.21 feet, a distance of 263.49 feet to a point of tangent; thence Northwesterly along said tangent line 21.03 feet to a point in the railroad right-of-way, hereinafter described, said point being 834.59 feet South of the North line of Section 28, aforesaid; thence Southeasterly along a curved line, convex Southwesterly, having a radius of 244.01 feet, for a distance of 154.17 feet to a point of compound curve; thence Southeasterly along a curve, convex Southwesterly, having a radius of 372.26 feet, for a distance of 72.77 feet, to a point of compound curve; thence Southeasterly along a curve, convex Southwesterly, having a radius of 244.01 feet, for a distance of 97.24 feet, to a point of tangency with a line 1003.0 feet South of and parallel with the North line of Section 28, aforesaid; thence East along said parallel line for a distance of 195.56 feet; thence Southeasterly 121.34 feet to a point in a line 1026.0 feet South (measured at right angles) of and parallel with the North line of the North East Quarter of Section 28, aforesaid; thence East along said line for a distance of 30.0 feet to a point in a line drawn through the point of beginning and being at right angles to the South line of said North 1303.0 feet; thence South along said right angle line for a distance of 277.0 feet to the point of beginning in Cook County, Illinois.

Domestics Warehouse (Industrial Building)
4944 West 73rd Street
Bedford Park, Illinois

P.I.N: 19-28-201-028

89321578