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DEPT-11 RECORDING \$35.00
TRACER TRAN 0754 12/18/97 10:35:00
COOK COUNTY RECORDER *97-954398

FOR RECORDER'S USE ONLY

SECOND AMENDMENT TO SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SECOND AMENDMENT TO SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT ("Amendment") is made as of the 11 day of
December, 1997, by and among (i) THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA, a New Jersey corporation ("Lender"), (ii) BLOOMINGDALE'S, INC., an Ohio
corporation ("Tenant"), and (iii) AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not individually, but as Trustee under that certain Trust
Agreement dated June 1, 1993, and known as Trust No. 116914-09 ("Landlord").

RECITALS

A. Lender, Landlord, and Tenant previously entered into a certain Subordination,
Non-Disturbance, and Attornment Agreement dated February 13, 1995, recorded as Document
No. 95224968 in the office of the Recorder of Deeds of Cook County, Illinois, as amended by
that certain Amendment to Subordination, Non-Disturbance and Attornment Agreement dated
July 14, 1995, recorded as Document No. 95468681 in the office of the Recorder of Deeds of
Cook County, Illinois (collectively, the "Original SNDA"). Terms appearing as defined terms
in this Amendment shall have the respective meanings given them in the Original SNDA,
unless otherwise expressly defined herein.

B. The Original SNDA pertained to a "Mortgage" as therein described, which
Mortgage secures a loan or loans to Landlord by the lender named in such Mortgage, in the
maximum aggregate principal amount of \$160,000,000 (the "Original Loan"). On or about the
date of this Amendment:

(a) the Original Loan is being amended and consolidated so that, among other
things, (i) the Lender named herein will be the sole lender thereunder and (ii) the
maximum aggregate principal amount of such loan will be increased to \$168,000,000;
and

(b) the "Mortgage" referred to in the Original SNDA is being amended in
certain respects by that certain Third Amendment to Mortgage and Other Loan

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Documents dated December 11, 1997, and recorded as Document No. _____
in the office of the Recorder of Deeds of Cook County, Illinois (the "Third
Amendment").

C. Lender, as a condition to entering into the amendment and consolidation of the Original Loan as described above, has required the execution of this Amendment, and Tenant has agreed to confirm the application of the Original SNDA to the Mortgage as amended through and including the Third Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. All of the terms, covenants, and provisions of the Original SNDA shall be applicable to the Mortgage as amended through and including the Third Amendment, and the term "Mortgage" as used in the Original SNDA shall hereafter be deemed to mean and refer to the Mortgage as so amended. Any reference therein to the indebtedness or obligations secured by the Mortgage shall hereafter be deemed to include the Original Loan as amended and consolidated in the manner described in the Third Amendment.

2. Except as expressly amended by this Amendment, the Original SNDA remains in full force and effect in accordance with its terms. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts, which together shall constitute a single agreement.

3. This Amendment is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American National Bank and Trust Company of Chicago hereby represents and warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms of covenants, promises or agreements), are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained herein.

[Signatures contained on following page]

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IN WITNESS WHEREOF, Lender, Tenant, and Landlord have executed this Amendment as of the day and year first set forth above.

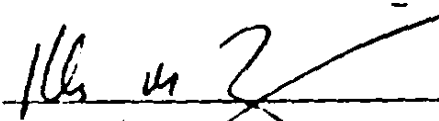
LENDER:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: 
Its Vice President

TENANT:

BLOOMINGDALE'S, INC., an Ohio corporation

By: 
Its: _____

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally but as
Trustee aforesaid

By: _____
Its: _____

2/16/98

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IN WITNESS WHEREOF, Lender, Tenant, and Landlord have executed this Amendment as of the day and year first set forth above.

LENDER:

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, a New Jersey corporation

By: _____
Its Vice President

TENANT:

BLOOMINGDALE'S, INC., an Ohio corporation

By: _____
Its: _____

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally but as
Trustee aforesaid

By: *Edward Foxenfeld*
Its _____

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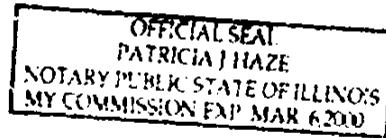
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David M. Sullivan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of The Prudential Insurance Company of America, a New Jersey corporation, who acknowledged that he did sign said instrument as such officer on behalf of said corporation.

GIVEN under my hand and Notarial Seal, this 14th day of December, 1997.

Patricia J. Haze
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid. DO HEREBY CERTIFY, that DAVID S. [unclear], personally known to me to be the same person whose name is subscribed to the foregoing instrument as the [unclear] of American National Bank and Trust Company of Chicago, as Trustee, who acknowledged that he did sign said instrument as such officer on behalf of said Trustee.

GIVEN under my hand and Notarial Seal, this 11 day of DEC, 1997.

Cynthia A. Morris
Notary Public

Property of Cook County Clerk's Office

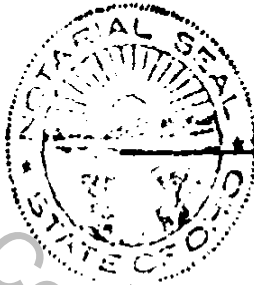
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STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the _____ of Bloomingdale's, Inc., an Ohio corporation, which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer on behalf of said corporation.

GIVEN under my hand and Notarial Seal, this 9th day of December, 1997.



Kathleen E. Horday
Notary Public

KATHLEEN E. HORDAY
Notary Public, State of Ohio
Commission Expires Sept. 14, 2002

THIS INSTRUMENT WAS PREPARED BY,
and after recording should be returned to:

Scott A. Lindquist, Esq.
Sonnenschein Nath
& Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

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EXHIBIT A

MORTGAGED PROPERTY

ALL OF LOTS 1 THROUGH 4 (INCLUSIVE), 6, 7, 9, 10, 12, AND 13 IN OLD ORCHARD RESUBDIVISION NO. 1, RECORDED AS DOCUMENT NO. 95307610 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS, SAID SUBDIVISION BEING A RESUBDIVISION OF PART OF OLD ORCHARD SUBDIVISION, PART OF BLOCK 1 IN NILES CENTER HEIGHTS, AND BLOCKS 1, 2, AND PART OF BLOCK 3 IN HARSWOOD MANOR, TOGETHER WITH VARIOUS VACATED STREETS AND ALLEYS THEREOF, IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

ALL OF THE RIGHTS, TITLE, AND INTERESTS IN AND TO LOT 8 IN SAID OLD ORCHARD RESUBDIVISION NO. 1, CREATED BY AND GRANTED TO THE LESSEE UNDER THAT CERTAIN OLD ORCHARD NORDSTROM PARKING GARAGE LEASE, A MEMORANDUM OF WHICH IS RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 95307614.

ALSO:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF THE ABOVE-DESCRIBED PROPERTY, AS CREATED AND CONTAINED IN ARTICLE 14 OF THAT CERTAIN AMENDED AND RESTATED OPERATING AGREEMENT DATED AS OF AUGUST 24, 1994, AND RECORDED SEPTEMBER 16, 1994, AS DOCUMENT NO. 94811367, EXECUTED BY AND BETWEEN MARSHALL FIELD & COMPANY, A DELAWARE CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1993, AND KNOWN AS TRUST NO. 116914-09, AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED OPERATING AGREEMENT DATED AS OF MAY 8, 1995, AND RECORDED MAY 10, 1995, WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 95307611.

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OLD ORCHARD SHOPPING CENTER
Skokie, Illinois

95307611