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William S. Tennant, Esq.
Krooth & Altman
2101 L Street, N.W., Suite 210
Washington, D.C. 20037
(202) 293-8200

THIS DOCUMENT PREPARED BY:

In return for the Secretary's endorsement for mortgage insurance of the note identified above and to comply with the requirements of the National Housing Act and the regulations and administrative requirements adopted by the Secretary pursuant thereto, the Owner agrees to abide by the provisions of this

THIS AGREEMENT is entered into this 20th day of August, 1987, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under a Trust Agreement dated September 3, 1986 and known as Trust No. 069348-06, having its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60601; STATE/DELAWARE ASSOCIATES, an Illinois limited partnership, Beneficiary, having its principal place of business c/o The Loewenberg/Fitch Partnership, P.C., One East Erie Drive, Suite 600, Chicago, Illinois 60611 its successors and assigns (herein collectively called "Owner") and the undersigned, ABG FINANCIAL SERVICES, INC., and its successors or designates (the "Mortgagee"). This Agreement and the Mortgage cover the real property described in Exhibit "A."

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Project Name: One East Delaware Place FHA Project No. 071-36625
Mortgagee: ABG Financial Services, Inc. NP LD (PM) (Circle One)
Mortgage Note: \$35,322,400 Date: August 20, 1987
Mortgage Recorded: Cook County, Illinois Date: August 20, 1987
Book: _____ Page: _____ Date: August 21, 1987 Doc # 87463989

REGULATORY AGREEMENT FOR MULTIFAMILY HOUSING PROJECTS COINSURED BY HUD

ABG FINANCIAL SERVICES, INC.

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ABG/HUD #2465

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Agreement. This Agreement will continue so long as the contract of coinsurance remains in force. The Owner agrees that this Agreement shall be binding on its successors, heirs and assigns. Breach of this Agreement may be a basis for denial of additional participation in the Secretary's programs. The Owner's willingness and ability to prevent or cure violations of this Agreement may have a bearing on the Secretary's review of any Owner request for additional participation in the Secretary's programs.

A. DEFINITIONS:

1. "Default" means any violation of this Agreement.
2. "Distribution" means the withdrawal of any cash or asset of this Project excluding outlays for:
 - a. mortgage payments;
 - b. reasonable expenses necessary for the proper operation and maintenance of the Project; and
 - c. repayment of owner advances authorized by HUD's administrative procedures.
3. "Identity-of-interest" means any relationship which would give the Owner or its Management Agent control or influence over the price paid to an individual or business supplying goods and/or services to the Project. An identity-of-interest is construed to exist when any of the situations listed below exist:
 - a. when (i) the Project Owner or Management Agent; or (ii) any officer or director of the Project Owner or Management Agent; or (iii) any person who directly or indirectly controls ten percent (10%) or more of the voting rights or directly or indirectly owns ten percent (10%) or more of the Project Owner or Management Agent; is also (i) the contractor, subcontractor or supplier or (ii) an officer or director of the contractor, subcontractor or supplier; or (iii) a person who directly or indirectly controls ten percent (10%) or more of the contractor's, subcontractor's or supplier's voting rights or directly or indirectly owns ten percent (10%) or more of the contractor, subcontractor or supplier.
 - b. when (i) the Project Owner; or (ii) any officer or director of the Project Owner; or (iii) any person who directly or indirectly controls ten percent (10%) or more of the voting rights or directly or indirectly owns ten percent (10%) or more of the Project Owner; is also (i) an officer or director of the Management Agent; or (ii) a person who directly or indirectly

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controls ten percent (10%) or more of the Management Agent's voting rights or directly or indirectly owns ten percent (10%) or more of the Management Agent.

For purposes of this definition, the term "person" includes any individual, partnership, corporation, or other business entity. Any ownership, control or interest held or possessed by a person's spouse, parent, child, grandchild, brother or sister shall be attributed to such person.

4. "Mortgage" includes "Deed of Trust", "Uniform Commercial Code Security Instrument", and any other security for the Note identified herein that is endorsed for mortgage insurance by the Secretary.

5. "Mortgaged Property" includes all real and personal property covered by the Mortgage or Mortgages securing the Note endorsed for coinsurance by the Secretary.

6. "Note" means the note which is secured by the Mortgage and which is endorsed for mortgage insurance by the Secretary.

7. "Project" includes the Mortgaged property and all of its assets.

8. "Secretary" refers to the Secretary of the Department of Housing and Urban Development.

9. "Surplus Cash" means any unrestricted cash remaining after:

a. the payment of:

(1) all sums due or currently required to be paid under the terms of any Mortgage or Note;

(2) all amounts required to be deposited in the Reserve for Replacements; and

(3) all obligations of the Project other than the coinsured mortgage unless funds for payment are set aside or deferment of payment has been approved by the Mortgagee; and

b. the segregation and recording of:

(1) an amount equal to the aggregate of all special funds required to be maintained by the Project; and

(2) an amount equal to the Project's total liability for tenant security deposits.

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In computing Surplus Cash as defined above, the Owner must follow the administrative requirements prescribed by the Secretary.

B. OBLIGATIONS OF OWNER:

The Owner agrees to do the following:

1. Establish and maintain a Reserve for Replacements to cover the cost of major replacements.

a. Owner agrees to make an initial deposit of \$ N/A * with the Mortgagee on the date that the insured Mortgage loan proceeds are disbursed. Owner agrees to make monthly deposits to the Reserve in the amount of \$11,755.50, commencing on the date that amortization is scheduled to begin and continuing each month thereafter, unless the Mortgagee establishes a different amount in accordance with the Secretary's administrative requirements. Owner agrees to make the Reserve deposits on the first day of each month. The amount of the monthly deposit may be increased or decreased from time to time without amending this Agreement.

b. The Reserve for Replacements will be held by the Mortgagee or by a safe and responsible depository designated by the Mortgagee. Such Reserve shall at all times remain under the control of the Mortgagee.

c. Owner acknowledges that, in order to prevent or cure a default, the Mortgagee may, in accordance with the Secretary's administrative procedures, use Reserve Funds to pay amounts due under the Mortgage. If the Mortgage debt is accelerated pursuant to a default under the Mortgage, the Owner agrees that the Mortgagee may apply the balance in such Reserve to the amount due on the mortgage debt, as accelerated.

d. Owner agrees to analyze the adequacy of the Reserve for Replacement when and as required by the Mortgagee. If the Mortgagee determines, in accordance with the administrative requirements of the Secretary, that a higher monthly deposit is needed to ensure the future adequacy of the Reserve, Owner agrees to increase the monthly deposit as directed by the Mortgagee.

e. Owner agrees to direct the Mortgagee to invest the Reserve for Replacements only in accordance with the administrative requirements of the Secretary. All earnings of the Reserve

*Applies only to projects with §223(f) loans.

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must accrue to the benefit of the Project. At the option of the Owner, such earnings may be deposited in the Reserve for Replacements or in the Project operating account. Amounts earned on investments are not a substitute for the regular monthly deposits required by Paragraph B.1.a. of this Agreement.

2. a. Request and implement rent increases only as provided below:

(1) / xx / Owner may adjust rents for all unsubsidized units without obtaining the lender's approval.

(2) / n/a / HUD will adjust rents for units receiving Section 8 assistance as provided in the HAP Contract and the Secretary's regulations and administrative procedures.

(3) / n/a / Owner must obtain the lender's written approval for any rent increase. Rents will be processed in accordance with the Secretary's regulations and administrative procedures, using the:

(a) / / Cost Approach

(b) / / Market Approach

b. For units receiving Section 8 assistance, obtain the Secretary's written approval of charges for facilities and services of the project not included in rent.

c. For projects built exclusively for the elderly and handicapped, obtain the Mortgagee's written approval of charges for facilities and services of the Project not included in rent. Mortgagee will review and approve such charges according to the Secretary's regulations and administrative procedures.

d. Not permit any part of the Project to be rented for transient or hotel purposes. The term rental for transient or hotel purposes means (i) rental for any period less than 30 days; or (ii) any rental, if the occupants of the housing accommodation are provided customary hotel services, such as room service for food and beverages, maid service, furnishing and laundering of linens, or bellboy service.

e. Rent commercial facilities only in accordance with applicable regulations and other administrative requirements of the Secretary and upon such terms as approved by the Mortgagee.

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f. If the Mortgagee has approved rents based on a cost approach, notify the Mortgagee when State or local government action causes a reduction in property taxes, utilities or other Project expenses. If the Mortgagee determines that the reduction in those expenses is not offset by an increase in other expenses or by an increase in deposits to the Reserve for Replacements, the Owner agrees to reduce rents accordingly. The Owner agrees to provide the Mortgagee sufficient information to make the determination discussed in this paragraph. The Owner agrees to reduce the rents within sixty (60) days of the date of the Mortgagee's directive to do so.

g. Obtain the Mortgagee's written approval before leasing the Project or any part of it for other than individual apartment units.

3. a. Deposit all rents and other receipts of the Project in the name of the Project in accounts which are fully insured as to principal by an agency of the Federal government. Project funds in excess of those needed to meet short-term Project operating expenses may be invested in accordance with the administrative requirements of the Secretary.

b. Use Project funds only to:

- (1) pay amounts required by the Mortgage;
- (2) make required deposits to the Reserve for Replacements;
- (3) pay reasonable expenses necessary to the operation and maintenance of the Project;
- (4) pay distributions of Surplus Cash permitted by Paragraph B.4.a. of this Agreement; and
- (5) repay owner advances authorized by the secretary's administrative procedures.

Project funds may not be used to liquidate liabilities related to the construction of the Project, other than the Mortgage, unless the Mortgagee authorizes such use.

c. Any Owner receiving funds of the Project other than through distributions permitted by Paragraph B.4.a. of this Agreement must immediately deposit such funds in the Project bank account and failing so to do must hold such funds in trust. Any Owner receiving property of the Project in violation of this Agreement must immediately deliver such property in trust. At such time as the Owner shall have lost control and/or possession

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of the Project, all funds held in trust must be delivered to the Mortgagee to the extent that the Mortgage indebtedness has not been satisfied.

d. Deposit and maintain residents' security deposits in a trust account separate and apart from all other funds of the Project. This trust account must be held in the name of the Project and the balance in the account must at all times equal or exceed the Project's liability for residents' security deposits. The Owner must comply with any State or local laws regarding investment of security deposits and distribution of any interest or other income earned thereon. Any earnings received from the investment of security deposits must accrue to the benefit of the Project or the Project residents.

4. a. Make, or receive and retain, distributions of cash or other assets of the Project only as authorized by this Agreement.

(1) Distributions may be paid only from Surplus Cash which existed as of the end of a semi-annual or annual fiscal period. The Owner must compute distributions in accordance with the Secretary's administrative requirements.

(2) The first fiscal period's distribution may not be paid until construction has been completed and the Mortgagee has received any required post certification.

(3) Distributions may be paid only after the end of the fiscal period in which the Surplus Cash is generated.

(4) No distributions may be paid from borrowed funds or when payments due under the Note, Mortgage or this Agreement have not been made.

(5) If any of the conditions listed below apply, the Owner may distribute Surplus Cash only after obtaining the Mortgagee's written approval to do so.

(a) The Owner has not satisfactorily responded to any Mortgagee management review, physical inspection report, annual financial statement correspondence or any other correspondence which requires corrective action and which was received at least thirty (30) days prior to the end of the fiscal period for which the surplus cash computation is made.

(b) The Project has significant uncorrected physical deficiencies.

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(c) There is a default under this Agreement.

b. Limit distributions in any one fiscal period to the amount specified below and calculate distributions in accordance with the administrative requirements of the Secretary.

(1) No distributions are permitted on projects owned by non-profit entities.

(2) On projects owned by limited distribution entities, distributions may not exceed the lesser of Surplus Cash available at the end of the prior fiscal period or the distributions earned and unpaid as of the end of the prior fiscal period. Distributions will be earned annually at the rate of N/A %** of the initial equity investment.

(3) On projects owned by profit-motivated entities not covered by paragraph B.4.b.(2), distributions may be paid up to the amount of Surplus Cash generated during the prior fiscal period.

5. a. Deposit the following amounts with the Mortgagee within sixty (60) days after the end of each annual or semi-annual fiscal period in which Surplus Cash is generated. The funds deposited pursuant to this paragraph are referred to as Residual Receipts. The Residual Receipts must at all times remain under the control of Mortgagee, who will have the power and authority to direct that the Residual Receipts or any part thereof, be used for such purposes as it may determine.

(1) On projects owned by non-profit entities, all surplus cash.

(2) On projects owned by Limited Dividend entities, any surplus cash remaining after payment of distributions authorized by Paragraph B.4. of this Agreement.

(3) No deposit is required on projects owned by other profit-motivated entities.

b. Use Residual Receipts only for the purposes for which the Mortgagee authorizes their withdrawal.

c. Invest the Residual Receipts in accordance with the administrative requirements of the Mortgagee and add all earnings on such investment to the Residual Receipts Account.

** If the project is subsidized by HUD, obtain this amount from applicable HUD Regulations.

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6. Maintain the Mortgaged property in good repair and condition and promptly complete necessary repairs and maintenance as required by the Mortgagee.

7. a. Assure that all Project expenses are reasonable in amount and necessary to the operation of the Project.

b. Comply with the Mortgagee's administrative requirements regarding payment and reasonableness of management fees and allocation of management costs between the management fee and the Project account.

c. Not obligate the Project to pay for costs other than those reasonable and necessary to the operation and maintenance of the Project;

d. Purchase goods and services from identity-of-interest individuals or companies only if the charges levied by those individuals or companies are not in excess of the costs that would be incurred in making arms-length purchases on the open market.

e. Exert reasonable effort to take advantage of available discounts and credit the Project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the Project.

f. Obtain contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the Project and at costs not in excess of amounts ordinarily paid for such contracts, materials, supplies and services in the area in which such services are rendered or supplies and materials furnished.

g. Solicit oral or written cost estimates as necessary to assure compliance with the provisions of this paragraph and document the reasons for selecting other than the lowest estimate. Maintain copies of such documentation and make such documentation available for inspection during normal business hours.

8. Require any purchaser to assume all of the Owner's obligations under this Agreement.

9. Comply with the Secretary's administrative procedures for Previous Participation Clearance and Transfers of Physical Assets.

10. Obtain the Secretary's and the Mortgagee's written approval before engaging, except for natural persons, in any

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other business or activity, including the operation of any other project.

11. Obtain the Mortgagee's written approval before:

a. conveying, assigning, transferring, encumbering or disposing of any legal interest in the Project including rents and security deposits;

b. remodeling, adding to, reconstructing, or demolishing of any part of the Project.

c. undertaking self-management, contracting for management services or paying, or incurring any obligation to pay, fees for management services;

d. paying or incurring any obligation to pay, compensation (including wages, supervisory fees or salaries) to themselves, or to any officers, directors, stockholders, trustees, partners, beneficiaries under any trust, or to any of their nominees; or

e. permitting the use of the dwelling accommodations for any purposes except the use which was originally intended or permitting commercial use greater than that approved by the Mortgagee.

12. Resign or withdraw from the Project only after the Mortgagee has approved a substitute Owner. Resignation or withdrawal from the Project prior to the Mortgagee approving a substitute Owner will be considered abandonment and will place such Owner in default under this Agreement.

13. Provide for management satisfactory to the Mortgagee and the Secretary; execute a written management agreement with any management agent; assure that all contracts and management agreements meet the Secretary's requirements; and deliver to the Mortgagee such information and certifications regarding Project management as the Secretary may require.

a. Include in any contract entered into on behalf of the Project a provision that the Mortgagee or HUD may terminate the contract without penalty and with or without cause, effective thirty (30) days after the notice of the Mortgagee's or Secretary's desire to terminate is mailed or otherwise delivered to the contractor. The Owner agrees to mail such notice within seven (7) days of receipt of the Mortgagee's or Secretary's request to do so. Owner also agrees to immediately make arrangements for providing new management satisfactory to the Mortgagee and the Secretary.

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b. The Owner agrees that the following clause will be included in any contract entered into with an identity-of-interest individual or business for the provision of goods or services to the Project: "Upon request of the Mortgagee or (Name of Owner or Management Agent), (name of the Management Agent, Contractor or Supplier) will make available to the Mortgagee, at a reasonable time and place, its records and records of identity-of-interest companies, which relate to goods and services charges to the Project. Records and information will be sufficient to permit the Mortgagee to determine the services performed, the dates performed, the location, the time consumed in providing the service, the charges made for materials, and the per unit and total charges levied for said service." The Owner agrees to request such records within seven (7) days of receipt of the Mortgagee's or HUD's request to do so.

14. Establish and maintain the books and accounts of the mortgaged property in accordance with the requirements of the Secretary and the Mortgagee. Such books and accounts must be kept current and in such form as to permit a speedy and effective audit. Such books and accounts must be maintained for such periods of time as may be prescribed by the Secretary and the Mortgagee.

15. Permit the Secretary, the Inspector General of HUD, the Comptroller General of the United States, the Mortgagee and their authorized agents to inspect the Project's property, equipment, buildings, plans, offices, apparatus, and devices, books, accounting records, contracts, documents and papers during reasonable business hours.

16. a. Within sixty (60) days following the end of each fiscal year, furnish the Mortgagee and the Secretary with a financial report on the Project's operations unless the Mortgagee authorized the Owner to submit the report on a later date. The Owner agrees that the report will be prepared, signed and certified in accordance with the requirements of the Secretary and the Mortgagee.

b. If the Owner fails to submit its annual financial report within sixty (60) days of the due date or any other date as may be agreed to in writing by the Mortgagee, the Owner agrees that the Mortgagee may retain a certified public accountant to prepare the report on behalf of the Owner and that the cost of such report will be a Project expense. The Mortgagee may do so only after giving the Owner thirty (30) days written notice of its intent to do so.

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17. Upon request, the Owner must furnish the Mortgagee with operating budgets, occupancy, accounting and other reports; properly certified copies of minutes of meetings of the directors, officers, stockholders, or beneficiaries of the mortgagor entity; and specific answers to questions raised from time to time by the Mortgagee regarding income, expenses, assets, liabilities, contracts, operations, actual cost of repairs and improvements, disposition of Mortgage funds, conditions of the Project and the status of the Mortgage. The Owner must furnish a response to the Mortgagee's management review reports, physical inspection reports and written inquiries regarding annual or monthly financial statements no later than thirty (30) days after receipt of the Mortgagee's report or inquiries.

18. Notify the Mortgagee in writing within five (5) days after instituting litigation seeking recovery, equitable relief, or defense to litigation, excluding litigation related to individual resident evictions. The Owner may use Project funds to pay for such litigations only if the Mortgagee authorizes, or a court directs, the Owner to do so.

19. a. Refrain from utilizing criteria or tenant selection practices that discriminate against any family because of the sex of the household head, or because there are children in the family, unless the Project was designed primarily for occupancy by the elderly.

b. Comply with the provisions of Title VIII of the Civil Rights Act of 1968, as amended, and any regulations or administrative procedures issued pursuant thereto. These laws and regulations prohibit discrimination in the rental or financing of housing on the basis of race, color, national origin, religion (creed), or sex. Owner agrees to administer the Project and related activities in a manner to affirmatively further fair housing. The Owner also agrees to comply with similar State and local fair housing laws and ordinances.

c. Comply with the provisions of Executive Order 11063 on Equal Opportunity in Housing and all regulations issued pursuant thereto. This order and related regulations prohibit discrimination on the basis of race, color, religion (creed), national origin, or sex in housing and related facilities provided through Federal financial assistance.

d. Not discriminate on the basis of race, color, religion (creed), national origin, or sex against any employee or applicant for employment. Owner agrees to include a provision to this effect in any contract or subcontract executed for Project repairs and improvements, and to comply with the provisions of Executive Order 11246 and Title 41 CFR Chapter 60, when applicable to such contracts.

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20. Issue shares of capital stock or beneficial certificates of interest, as applicable, only in the number and form approved by the Mortgagee.

21. Whether or not the Owner or the individuals comprising the ownership entity assume personal liability for payments due under the Note and Mortgage or for payments to the Reserve for Replacements, these individuals remain liable under this Agreement with respect to these matters:

a. for funds or property of the Project which come into their hands and which they are not entitled to retain; and

b. for their own acts and deeds or acts and deed of their authorized agents that are in violation of the provisions of this Agreement.

22. Refrain from executing any document which contains provisions that contradict or oppose the provisions of this Agreement unless the Mortgagee approves that document. If the Owner executes such a document without the prior written approval of the Mortgagee, this Agreement will be controlling as to the rights and obligations which it sets forth.

23. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

C. RIGHTS OF THE MORTGAGEE AND THE SECRETARY

1. If the Owner violates any provisions of this Agreement, the Mortgagee or Secretary may send the Owner written notice of such violation by registered or certified mail. If such violation is not corrected to the satisfaction of the Mortgagee or Secretary (whichever party issued the notice of violation) within thirty (30) days after the date such notice is mailed or within such further time as the Mortgagee or Secretary, as applicable, establishes in writing, without further notice the Mortgagee or Secretary, as applicable, may initiate any of the following actions:

a. With the prior written approval of the Secretary, declare the whole indebtedness due and payable and then, if the indebtedness is not satisfied, proceed with foreclosure of the Mortgage.

b. Collect all rents and other operating receipts of the Project and use such collections to pay the Owner's obligations under this Agreement and under the Note and Mortgage and the necessary expenses of maintaining and operating the Project.

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c. Take possession of the Project, bring any action necessary to enforce any rights of the Owner related to operation of the Project, and operate the Project in accordance with the terms of this Agreement until such time as it determines that the Owner is again in a position to operate the Project in accordance with the terms of this Agreement, the Note and the Mortgage.

d. Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violations of this Agreement, for the appointment of a Receiver to take over and operate the Project in accordance with the terms of the Agreement, or for such other relief as may be appropriate, given the nature of the default and the damage resulting from the default.

e. With the prior written approval of the Secretary, assess the Owner for the cost of reasonable attorney, audit and other fees incurred in enforcing compliance with this Agreement.

2. The damage to the Project as a result of Owner's breach of its duties and obligations under this Agreement will include, but not be limited to, the amounts specified below. Any damages collected or recovered by the Mortgagee or the Secretary will be payable to the Project account established under Paragraph B.3.a. above.

a. In the case of unauthorized distributions of Project funds or Project assets, the damages will be the amount of the unauthorized distributions plus interest from the date the distribution was made.

b. In the case of failure to provide management satisfactory to Mortgagee and the Secretary, the damage will be the cost to the Project resulting from such failure.

c. In the case of willful or negligent failure to maintain the Project in appropriate physical condition, the damage will be the cost of repairs required to return the Project to decent, safe, and sanitary condition.

d. In the case of incurring costs significantly in excess of amounts ordinarily paid, the damage will be such excess costs.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent

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statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than the \$10,000 or imprisoned for not more than five years, or both.

10 U.S.C. 1715z-4 provides in part: "Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary) or as a stockholder . . . beneficial owner . . . trust . . . or as an officer, director or agent of any such owner (1) willfully uses or authorizes the use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation . . . (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, or any part of the rents or expense . . . shall be fined not more than the \$5,000 or imprisoned not more than the three years or both."

See the Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first herein above written.

ATTEST:

OWNER:

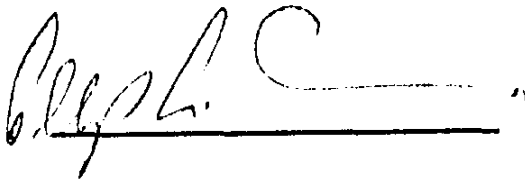
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Not
Individually But as Trustee under
a Trust Agreement dated
September 3, 1986 and known as
Trust No. 069348-06


ASSISTANT SECRETARY

By: 

August 21, 1987

STATE/DELAWARE ASSOCIATES, an
Illinois limited partnership
BY: STATE/DELAWARE CORPORATION,
an Illinois corporation,
General Partner



By: 

James R. Loewenberg,
President

August 20, 1987

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WITNESS:

MORTGAGEE:

ABG FINANCIAL SERVICES, INC.

[Handwritten signature]

By: *Margaret Allen*

Margaret Allen,
Vice President

August 20, 1987

ACKNOWLEDGEMENTS

STATE OF ILLINOIS

COUNTY OF Cook

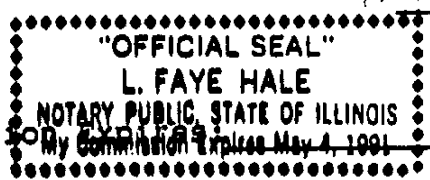
SS:

I, *[Handwritten Signature]*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN and Peter R. Tolansen personally known to me to be ASSISTANT SECRETARY and VICE PRESIDENT of American National Bank and Trust Company of Chicago, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said American National Bank and Trust Company of Chicago and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of August, 1987.

[Handwritten Signature]

Notary Public



My Commission Expires

DISTRICT OF COLUMBIA) SS:

I, Anne G. Beale, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that James R. Lowenberg, personally known to me (or satisfactorily proven) to be the President of STATE/DELAWARE CORPORATION, an Illinois

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corporation, General Partner of STATE/DELAWARE ASSOCIATES, an Illinois limited partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and limited partnership and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of August, 1987.

Anne G. Beale

Notary Public

My Commission Expires: March 31, 1991

DISTRICT OF COLUMBIA) SS:

I, Anne G. Beale, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that on the 20th day of August, 1987, personally appeared before me Margaret Allen, Vice President of ABG Financial Services, Inc., whose name is signed to the foregoing instrument bearing date of August, 1987, and did acknowledge the foregoing instrument to be the act and deed of said ABG Financial Services, Inc. for the purposes therein contained.

WITNESS my hand and official seal this 20th day of August, 1987.

Anne G. Beale

Notary Public

My Commission Expires: March 31, 1991

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EXHIBIT "A"

PARCEL 1

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A "TRACT" COMPRISED OF THE LAND, PROPERTY AND SPACE LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF BLOCK 15 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF E. DELAWARE PLACE WITH THE EAST LINE OF N. STATE STREET, SAID INTERSECTION BEING THE NORTHWEST CORNER OF SAID BLOCK 15, AND RUNNING

THENCE SOUTH ALONG SAID EAST LINE OF S. STATE STREET BEING ALSO THE WEST LINE OF SAID BLOCK 15, 177.18 FEET TO A POINT WHICH IS 41.08 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (SAID POINT BEING THE NORTHWEST CORNER OF MICHAEL J. SCHAACK'S SUBDIVISION OF LOT 8, IN THE COUNTY CLERK'S RESUBDIVISION OF BLOCK 15, RECORDED NOVEMBER 18, 1882 AS DOCUMENT NO. 433120);

THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE AND ITS SOUTHEASTERLY EXTENSION OF MICHAEL J. SCHAACK'S SUBDIVISION AFORESAID, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 7 IN THE AFORESAID COUNTY CLERK'S RESUBDIVISION OF BLOCK 15 (SAID NORTHEAST CORNER BEING 39.10 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7);

THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHEASTERLY EXTENSION 2.17 FEET TO THE WEST LINE OF LOT 5 IN THE SUBDIVISION BY JOSEPH WILLEMAN OF PART OF SAID BLOCK 15;

THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 5, 39.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG THE SOUTH LINE OF LOTS 2, 3 AND 4 IN SAID SUBDIVISION BY JOSEPH WILLEMAN, 66.56 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 6.50 FEET OF SAID LOT 2;

THENCE NORTH ALONG SAID LAST DESCRIBED LINE AND ALONG A NORTHERLY EXTENSION THEREOF, 78.16 FEET TO AN INTERSECTION WITH A LINE EXTENDING EASTERLY FROM A POINT ON THE WEST LINE OF SAID BLOCK 15, 133.98 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE EAST LINE OF SAID BLOCK 15, 146.91 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED LINE 0.90 OF A FOOT TO AN INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF SAID BLOCK 15;

THENCE NORTH ALONG SAID EAST LINE, 45.79 FEET;

THENCE SOUTHEASTERLY 1.66 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID BLOCK 15 AND PASSING THROUGH A POINT ON THE NORTH LINE OF SAID BLOCK, 147 FEET 6-1/2 INCHES WEST OF THE NORTHEAST CORNER OF SAID BLOCK;

THENCE NORTH ALONG SAID PARALLEL LINE, 94.71 FEET TO THE NORTH LINE OF SAID BLOCK 15, AND

THENCE WEST ALONG THE NORTH LINE OF BLOCK 15, BEING ALSO THE SOUTH LINE OF E. DELAWARE PLACE, 150.43 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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EXCLUDING THEREFROM THE FOLLOWING TWO EXCLUDED PARCELS,

EXCLUDED PARCEL ONE

THAT PART OF THE PROPERTY AND SPACE AT THE FIRST FLOOR LEVEL OF THE BUILDING UNDER CONSTRUCTION ON THE HEREINBEFORE DESCRIBED "TRACT," SAID PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.63 FEET ABOVE CHICAGO CITY DATUM (SAID PLANE COINCIDING WITH THE LOWER SURFACE OF THE CONCRETE FLOOR IN SAID FIRST FLOOR LEVEL) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID "TRACT" DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID "TRACT," BEING THE INTERSECTION OF THE SOUTH LINE OF E. DELAWARE PLACE WITH THE EAST LINE OF N. STATE STREET, AND RUNNING

THENCE SOUTH ALONG THE WEST LINE OF SAID "TRACT," BEING THE EAST LINE OF N. STATE STREET, A DISTANCE OF 107.67 FEET;

THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," A DISTANCE OF 1.50 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID "TRACT" HEREINAFTER DESCRIBED;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE WEST LINE OF SAID "TRACT," RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

EAST 13.00 FEET;

NORTH 22.38 FEET;

EAST 6.33 FEET;

NORTH 2.29 FEET;

EAST 46.04 FEET;

NORTH 6.46 FEET;

EAST 56.52 FEET;

THENCE SOUTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES WITH THE PROLONGATION OF LAST DESCRIBED LINE 2.98 FEET;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID "TRACT," 34.10 FEET;

THENCE SOUTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES WITH THE PROLONGATION OF LAST DESCRIBED LINE 10.61 FEET;

THENCE CONTINUING ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 34.83 FEET;

WEST 8.00 FEET;

SOUTH 10.33 FEET;

WEST 7.46 FEET;

NORTH 9.33 FEET;

WEST 12.15 FEET;

SOUTH 20.09 FEET;

WEST 71.81 FEET;

NORTH 7.17 FEET;

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WEST 4.00 FEET;
SOUTH 3.17 FEET;
WEST 4.91 FEET
NORTH 1.50 FEET
WEST 8.17 FEET; AND
NORTH 63.00 FEET TO THE POINT OF BEGINNING.

SAID COURSES AND DISTANCES INTENDING TO COINCIDE WITH THE INTERIOR FACE OF THE WALLS, ENCOMPASSING SAID SPACE AT THE FIRST FLOOR LEVEL, AND

LYING BELOW THE HORIZONTAL AND INCLINED PLANES COINCIDING WITH THE LOWER SURFACE OF THE CONCRETE FLOORS AND RAMPS FORMING THE UPPER SURFACE OF SAID PROPERTY AND SPACE, WHICH PLANES ARE DESCRIBED AS FOLLOWS:

THAT PART OF SAID PROPERTY AND SPACE LYING WEST OF A VERTICAL PLANE WHICH IS 40.75 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID "TRACT," LIES BELOW A HORIZONTAL PLANE 29.63 FEET ABOVE CHICAGO CITY DATUM, AND

THAT PART OF SAID PROPERTY AND SPACE LYING EAST OF SAID VERTICAL PLANE WHICH IS 40.75 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID "TRACT," AND LYING NORTH OF A VERTICAL PLANE PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," 124.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, LIES BELOW THE INCLINED PLANES DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF SAID VERTICAL PLANE WHICH IS 40.75 FEET EAST FROM THE WEST LINE OF SAID "TRACT" WITH SAID HORIZONTAL PLANE 29.63 FEET ABOVE CHICAGO CITY DATUM, AND RUNNING

THENCE EAST ALONG AN INCLINED PLANE, A DISTANCE OF 32.12 FEET (MEASURED HORIZONTALLY) TO THE INTERSECTION OF A HORIZONTAL PLANE 26.13 FEET ABOVE CHICAGO CITY DATUM;

THENCE CONTINUING EAST ALONG AN INCLINED PLANE, A DISTANCE OF 18.09 FEET (MEASURED HORIZONTALLY) TO THE INTERSECTION OF A HORIZONTAL PLANE 25.63 FEET ABOVE CHICAGO CITY DATUM;

THENCE EAST ALONG A PLANE INCLINED TO THE EAST AND NORTHEAST, INTERSECTING THE NORTH AND EAST VERTICAL BOUNDARIES OF SAID PROPERTY AND SPACE AT THE FOLLOWING HORIZONTAL PLANES:

25.20 FEET ABOVE CHICAGO CITY DATUM, ALONG NORTH LINE OF SAID PROPERTY AND SPACE, 106.69 FEET EAST OF THE WEST LINE OF SAID "TRACT."

25.37 FEET ABOVE CHICAGO CITY DATUM AT THE NORTHEAST CORNER OF SAID PROPERTY AND SPACE;

22.96 FEET ABOVE CHICAGO CITY DATUM ALONG EAST LINE OF SAID PROPERTY AND SPACE, 34.10 FEET SOUTH OF A NORTHEAST CORNER THEREOF, AND

23.08 FEET ABOVE CHICAGO CITY DATUM AT THE INTERSECTION OF THE EAST LINE OF SAID PROPERTY AND SPACE WITH SAID VERTICAL PLANE PERPENDICULAR TO WEST LINE OF SAID "TRACT," 124.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; ALSO

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THAT PART OF SAID PROPERTY AND SPACE LYING EAST OF SAID VERTICAL PLANE WHICH IS 40.75 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID "TRACT" AND LYING WEST OF A VERTICAL PLANE WHICH IS 102.67 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID "TRACT" AND LYING SOUTH OF A VERTICAL PLANE PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," 124.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, LIES BELOW THE INCLINED PLANE HAVING AN ELEVATION OF 29.63 FEET ABOVE CHICAGO CITY DATUM AT SAID VERTICAL PLANE WHICH IS 40.75 FEET EAST AND AN ELEVATION OF 33.80 FEET ABOVE CHICAGO CITY DATUM AT SAID VERTICAL PLANE WHICH IS 102.67 FEET EAST, ALSO

THAT PART OF SAID PROPERTY AND SPACE LYING EAST OF SAID VERTICAL PLANE WHICH IS 102.67 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID "TRACT" AND LYING SOUTH OF SAID VERTICAL PLANE PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," 124.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, LIES BELOW A HORIZONTAL PLANE 33.80 FEET ABOVE CHICAGO CITY DATUM.

EXCLUDED PARCEL TWO

THAT PART OF THE LAND, PROPERTY AND SPACE AT, AND BELOW THE BASEMENT LEVEL OF THE BUILDING UNDER CONSTRUCTION ON THE HEREINBEFORE DESCRIBED "TRACT," SAID PART OF SAID LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 13.63 FEET ABOVE CHICAGO CITY DATUM (SAID PLANE CONCIDING WITH THE LOWER SURFACE OF THE CONCRETE FLOOR IN THE FIRST FLOOR LEVEL) AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF SAID "TRACT" DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID "TRACT," BEING THE INTERSECTION OF THE SOUTH LINE OF E. DELAWARE PLACE WITH THE EAST LINE OF N. STATE STREET, AND RUNNING

THENCE SOUTH ALONG THE WEST LINE OF SAID "TRACT," BEING THE EAST LINE OF N. STATE STREET, A DISTANCE OF 77.25 FEET;

THENCE EAST ALONG A LINE WHICH IS PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," A DISTANCE OF 41.50 FEET TO THE POINT OF BEGINNING FOR THAT PART OF SAID "TRACT" HEREINAFTER DESCRIBED;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH THE WEST LINE OF SAID "TRACT," RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

EAST 8.00 FEET;

SOUTH 5.75 FEET;

EAST 29.42 FEET;

NORTH 16.79 FEET;

EAST 4.08 FEET;

NORTH 3.00 FEET;

EAST 31.39 FEET, AND

THENCE SOUTHEASTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES WITH THE PROLONGATION OF LAST DESCRIBED LINE, 5.10 FEET;

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THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID "TRACT," 69.15 FEET;

THENCE SOUTHWESTWARDLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES WITH THE PROLONGATION OF LAST DESCRIBED LINE, 22.85 FEET;

THENCE CONTINUING ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO THE WEST LINE OF SAID "TRACT," RESPECTIVELY, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 3.62 FEET;

WEST 11.80 FEET;

SOUTH 9.75 FEET;

WEST 48.54 FEET; AND

NORTH 88.25 FEET TO THE POINT OF BEGINNING.

SAID COURSES AND DISTANCES INTENDING TO COINCIDE WITH THE INTERIOR FACE OF THE WALLS, ENCOMPASSING SAID SPACE AT THE BASEMENT LEVEL.

PARCEL II

VARIOUS EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS FOR STRUCTURAL SUPPORT, ENCLOSURE, INGRESS AND EGRESS, UTILITY SERVICES, MAINTENANCE, AND ACCESS OVER EXCLUDED PARCELS ONE AND TWO DESCRIBED IN PARCEL I FOR THE BENEFIT OF THE OWNER OF THE FEE SIMPLE INTEREST IN PARCEL I CREATED BY ONE EAST DELAWARE PLACE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AUGUST 21, 1987 AS DOCUMENT NO. 87463991, IN COOK COUNTY, ILLINOIS.

END OF LEGAL DESCRIPTION

Perm. Index Nos. 17-03-216-001
17-03-216-004
17-03-216-008
17-03-216-011
17-03-216-012
17-03-216-020
17-03-216-021
17-03-216-022
17-03-216-002
17-03-216-013

Address:
One E. Delaware.

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RIDER TO

REGULATORY AGREEMENT

DATED AUGUST 20, 1987

Attached to and made a part of that instrument executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Not Individually But as Trustee under a Trust Agreement dated September 3, 1986 and known as Trust No. 069348-06.

This Document is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Not Individually But as Trustee under a Trust Agreement dated September 3, 1986 and known as Trust No. 069348-06, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Instrument shall be construed as creating any monetary liability on said Trustee personally to pay any indebtedness accruing thereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either expressed or implied in said Instrument (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security thereunder) except that the said Trustee shall be liable for funds or property of the project coming into its hands which, by the provisions of the Regulatory Agreement of even date between said Trustee, STATE/DELAWARE ASSOCIATES and ABG FINANCIAL SERVICES, INC., it is not entitled to retain and it own acts and the acts and deeds of others which it has authorized in violation of the Regulatory Agreement.

87-463991

Clerk's Office

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COOK COUNTY RECORDER
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140003 TRAN 6310 08/21/87 13:33:00
DEPT-01 \$33.00