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886016-11

AGREEMENT REGARDING ZONING

This Agreement regarding zoning (this "Agreement") is made this 23 day of December, 1988 between American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated March 31, 1987 and known as Trust No. 102408-02 ("Trust No. 1") and Stepan Partners, an Illinois limited partnership ("Party No. 2").

R E C I T A L S:

A. Trust No. 1 is the record owner of the real property located in the City of Chicago, Illinois (the "City") and legally described on Exhibit A attached hereto and made a part hereof ("Parcel No. 1").

B. Party No. 2 is the record owner of the real property located in the City lying adjacent to Parcel No. 1 and legally described on Exhibit B attached hereto and made a part hereof ("Parcel No. 2"). Parcel No. 2 is presently improved with a four (4) story building containing approximately twenty-nine thousand four-hundred eighty-one (29,481) square feet (the "Parcel No. 2 Building"). Parcel No. 1 and Parcel No. 2 are sometimes collectively called the "Total Property".

C. According to the Zoning Ordinance of the City (said Zoning Ordinance, as amended from time to time, is called the "Chicago Zoning Ordinance"), the Total Property is currently classified within the M1-5 zoning district (said zoning classification is herein called the "Current Zoning Classification").

D. Parcel No. 1 Owner (hereinafter defined) intends and desires to construct, use and maintain upon Parcel No. 1 the Parcel No. 1 Improvements (as hereinafter defined).

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NOW THEREFORE, in consideration of the recitals set forth above, which are made a part of this Agreement, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parcel No. 1 Owner and Parcel No. 2 Owner agree as follows:

1. Definitions. Certain terms are defined in the text of this Agreement. As used herein, the following terms shall have the following meanings:

"Owners" means, collectively, Parcel No. 1 Owner and Parcel No. 2 Owner, and the holders, from time to time of record title to all or any portion of the Total Property. In any case where such Owner is a land trust, "Owner" shall also mean the beneficiary of such land trust.

"Parcel No. 1 Owner" means Trust No. 1 and each other Owner of Parcel No. 1.

"Parcel No. 1 Improvements" means the Parking Garage and such other buildings, structures or improvements on Parcel No. 1 as Parcel No. 1 Owner may from time to time construct, install or place upon Parcel No. 1, including, without limitation, any alterations, modifications, expansions or replacements thereof.

"Parcel No. 2 Owner" means Party No. 2 and each other Owner of Parcel No. 2.

"Parking Garage" means the parking structure and improvements currently under construction on Parcel No. 1.

"Zoning Change" means any change, modification, exception, variance or amendment to the Current Zoning Classification or from any of the applicable provisions thereof as the same applies to the Total Property (or any portion thereof), including, without limitation, the adoption of any special use and any ordinance designating the Total Property (or any portion thereof) as a "Planned

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Development" pursuant to the applicable provisions of the existing Chicago Zoning Ordinance.

2. Cooperation. Parcel No. 2 Owner agrees and acknowledges that Parcel No. 1 Owner may construct, develop, use, maintain and operate the Parcel No. 1 Improvements upon Parcel No. 1 and may petition for and obtain any Zoning Change, other approval, permit, license, certificate or authorization which is necessary or appropriate to or for the construction, development, use, maintenance or operation of the Parcel No. 1 Improvements, including, without limitation, any Zoning Changes and other approvals, permits, licenses, certificates and authorizations applicable to the Total Property (or any portion thereof); provided, however, that any such petition, requested approval or other action shall not violate any other provisions of this Agreement and provided further that nothing herein shall be construed or interpreted to mean that Parcel No. 1 Owner may construct or maintain any improvements over, under or upon Parcel No. 2. Parcel No. 2 Owner shall cooperate with Parcel No. 1 Owner in obtaining such Zoning Changes and such other approvals, permits, licenses, certificates or authorizations and shall within ten (10) days following request by Parcel No. 1 Owner, execute such applications, petitions, or other instruments as are necessary or appropriate in connection with obtaining any such Zoning Changes, approvals, permits, licenses, certificates or authorizations; provided, however, that Parcel No. 2 Owner shall have no obligation to execute any documents or instruments that violate the terms and provisions of this Agreement.

3. Single Zoning Lot. Until and unless this Agreement is terminated pursuant to Section 9 hereof, Parcel No. 1 and Parcel No. 2 are and shall continue to be considered and designated as a single Zoning Lot (as said Zoning Lot is defined by

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Section 3.2 of the Chicago Zoning Ordinance, as the same may be amended from time to time) and shall be so represented and designated to the City or other governmental entity when required or appropriate in connection with any petition, application or other instrument regarding the boundaries of the applicable zoning lot.

4. **Single Control.** Until and unless this Agreement is terminated pursuant to Section 9 hereof, this Agreement shall be construed such that Parcel No. 1 and Parcel No. 2 are considered to be held under single and unified control. Parcel No. 2 Owner hereby states and declares that, for the purpose of the construction, maintenance, development, use, and operation of the Parcel No. 1 Improvements and for the purpose of obtaining, from time to time, any Zoning Change, permit, or other governmental authorization for such construction, maintenance, development, use or operation of the Parcel No. 1 Improvements, Parcel No. 1 Owner is authorized to act as the designated representative of the Parcel No. 2 Owner to the City and to any other governmental entity; provided, however, that Parcel No. 1 Owner shall not have authority to act (or represent that it may act) on any matter which would be in violation of this Agreement. Parcel No. 2 Owner shall within ten (10) days following request by Parcel No. 1 Owner, execute such documents or instruments as are necessary or appropriate to evidence or establish such single and unified control and such authority; provided, however, that Parcel No. 2 Owner shall have no obligation to execute any documents or instruments that violate the terms and provisions of this Agreement or that are untrue.

5. **Compliance With Laws.** To the extent that non-compliance by either of the Owners with respect to its own Parcel or any part thereof would subject the other Owner to civil or criminal liability, would jeopardize the full force or effect of any certificate of occupancy issued to such other Owner, would jeopardize the full force or

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effect of the legal right to occupy or utilize beneficially its Parcel or any part thereof or would prohibit or impair such other Owner's right to utilize or enjoy its Parcel as contemplated by this Agreement, each Owner shall comply with all terms and provisions of any applicable zoning ordinance and other regulation including, without limitation: (i) the applicable provisions of the Current Zoning Classification, and the applicable provisions of the Current Zoning Classification as said classification may be amended by Parcel No. 1 Owner pursuant to Section 2 of this Agreement or otherwise, provided said amendment is enacted in compliance with this Agreement; (ii) any resolution, ordinance or other requirement resulting from a Zoning Change, enacted in compliance with the terms and provisions of this Agreement, (iii) any condition or requirement of any permit, license, agreement with the City of Chicago or any other governmental entity having jurisdiction over the Total Property or any portion thereof, provided the foregoing are in compliance with the terms and provision of this Agreement, and (iv) any other condition imposed by any governmental entity upon the development or use of the Total Property or any portion thereof, enacted in compliance with the terms and provisions of this Agreement.

6. Restrictions on Parcel No. 2. Parcel No. 2 Owner agrees that, without Parcel No. 1 Owner's consent:

- (i) it shall not construct or make any changes, modifications, additions or alterations to the Parcel No. 2 Building or construct or make any new or additional improvements to Parcel No. 2 which would result upon Parcel No. 2 in more Floor Area than that which is contained within the Parcel No. 2 Building plus an

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additional three thousand (3,000) square feet of Floor Area, as said Floor Area is defined by Section 3.2 of the Chicago Zoning Ordinance entitled "Floor Area (for determining Floor Area Ratio)";

(ii) it shall not take or cause any action to be taken which would, directly or indirectly, cause the Parking Garage or any other Parcel No. 1 Improvements, as constructed or as they may be constructed and maintained pursuant to this Agreement, to violate or become non-conforming with respect to the provisions of the Chicago Zoning Ordinance under the Current Zoning Classification, as it may be amended pursuant to this Agreement, nor shall Parcel No. 2 Owner take or cause any action to be taken which, directly or indirectly, would in any other way impair or affect Parcel No. 1 Owner's rights to construct, develop, use, maintain or operate the Parking Garage or any other Parcel No. 1 Improvements upon Parcel No. 1;

(iii) it shall not object to or otherwise challenge any Zoning Change or any application or request for any permit or other governmental authorization that Parcel No. 1 Owner may seek in compliance with this Agreement.

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7. Retained Rights.

A. Except as set forth in Section 6 of this Agreement, nothing in this Agreement shall be construed to mean that the Parcel No. 2 Owner may not use, enjoy or otherwise deal with Parcel No. 2 and any improvements located thereon in any manner Parcel No. 2 Owner deems appropriate nor otherwise restrict Parcel No. 2 Owner in connection with its use or enjoyment of Parcel No. 2. Parcel No. 1 Owner hereby acknowledges that Parcel No. 2 Owner intends to develop and use Parcel No. 2 for restaurant and office purposes. Parcel No. 1 Owner hereby agrees that it shall not take or cause to be taken any action (including, without limitation, any Zoning Changes) which would restrict the ability of Parcel No. 2 Owner from using Parcel No. 2 for such intended purposes. Within ten (10) days following the request by Parcel No. 2 Owner, Parcel No. 1 Owner shall execute such applications, petitions or other instruments as are necessary to obtain any Zoning Change or other approvals, permits, licenses, certifications or authorizations, in connection with the use of Parcel No. 2 for office and restaurant purposes, provided that (i) Parcel No. 2 Owner shall not be in default (after the expiration of any applicable notice and cure periods as provided in Paragraph 8 hereof) under the terms and provisions of this Agreement (ii) said applications, petitions or other instruments and the Zoning Change, approvals, permits, licenses, certifications, and authorizations to be obtained pursuant thereto and any actions permitted to be taken by Parcel No. 2 Owner pursuant thereto do not and will not result in a breach of the obligations of Parcel No. 2 Owner under Paragraphs 6(i) or 6(ii) hereof and (iii) Parcel No. 2 Owner shall pay for all reasonable attorneys fees and costs incurred by Parcel No. 1

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Owner in connection therewith within ten (10) days of written demand therefore by Parcel Owner No. 1.

B. Parcel No. 1 Owner agrees that, after the completion of the construction of the Parking Garage and so long as (i) Parcel No. 1 Owner operates the Parking Garage as a parking facility on Parcel No. 1 or another parking garage on Parcel No. 1; (ii) Parcel No. 2 Owner shall use Parcel No. 2 or any portion thereof as a restaurant and (iii) Parcel No. 2 Owner shall not be in default (after the expiration of any applicable notice and cure periods as provided in Paragraph 8 hereof) under the terms and provisions of the Agreement, Parcel No. 1 Owner shall maintain on Parcel No. 1 that number of parking spaces (the "Minimum Parking Spaces") equal to the minimum number of parking spaces required to permit Parcel No. 2 Owner to use Parcel No. 2 for a restaurant containing not more than 22,500 square feet of Floor Area [as said Floor Area is defined by Section 3.2 of the Chicago Zoning Ordinance entitled "Floor Area (for determining Floor Area Ratios)"] under the Current Zoning Classification, as it may be amended pursuant to this Agreement. Parcel No. 1 Owner and Parcel 2 Owner hereby acknowledge that, as of the date hereof, the Minimum Parking spaces under the Current Zoning Classification is forty-seven (47) parking spaces.

C. Notwithstanding the provisions of Paragraph 7B hereof, Parcel No. 1 Owner shall not be required to maintain the Minimum Parking Spaces on Parcel No. 1 as provided in Paragraph B if (a) Parcel No. 1 Owner demolishes the Parking Garage or otherwise ceases to operate the Parking Garage as a parking facility and, within two (2) years thereafter, any replacement Parcel No. 1

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Improvements constructed by Parcel No. 1 Owner on Parcel No. 1 do not contain parking spaces; (b) Parcel No. 1 Owner provides Parcel No. 2 Owner with a sufficient number of parking spaces on property other than Parcel No. 1 so as to comply with the requirements of the Current Zoning Ordinance, as it may be amended pursuant to this Agreement for use of Parcel No. 2 as a restaurant containing not more than 22,500 square feet of Floor Area [as said Floor Area is defined by Section 3.2 of the Chicago Zoning Ordinance entitled "Floor Area (for determining Floor Area Ratios)"]; or (c) Parcel No. 1 Owner demolishes the Parking Garage or otherwise ceases to operate the Parking Garage as a parking facility and Parcel No. 1 Owner or Parcel No. 2 Owner obtains a Zoning Change, letter of interpretation or other approval from the City of Chicago indicating that the Parking Spaces are not needed to comply with the parking requirements under the Current Zoning Ordinance, as it may be amended pursuant to this Agreement for the use of Parcel No. 2 as a restaurant containing not more than 22,500 square feet of Floor Area [as said Floor Area is defined by Section 3.2 of the Chicago Zoning Ordinance entitled "Floor Area (for determining Floor Area Ratios)"]. In such event, Parcel No. 1 Owner and Parcel No. 2 Owner shall execute appropriate amendment to this Agreement acknowledging that Parcel No. 1 Owner shall no longer be required to maintain the Minimum Parking Spaces on Parcel No. 1.

D. None of the provisions of this Agreement shall be construed or interpreted as (a) granting Parcel No. 2 Owner the right to use or occupy any of the Minimum Parking Spaces or (b) requiring Parcel No. 1 Owner to reserve the Minimum Parking Spaces or make the Minimum Parking Spaces available to

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Parcel No. 2 Owner for use by Parcel No. 2 Owner. Notwithstanding the provisions of the foregoing sentence, provided that parking spaces are available (and are not then being used or occupied by other parties) in the Parking Garage or such other parking facility as Parcel No. 1 Owner may operate on Parcel No. 1, Parcel No. 1 Owner shall not prohibit Parcel No. 2 Owner from parking cars in the Parking Garage or such other parking facility at substantially the same rates and on substantially the same terms and conditions as are, from time to time, then being offered to the general public.

8. **Default.** If either party shall default in the performance of any term, covenant or agreement required to be performed by it under this Agreement, and such default is not cured within thirty (30) days after written notice to the defaulting party, unless such default cannot reasonably be cured within such thirty (30) days period and the defaulting party after such notice shall have promptly commenced and diligently prosecuted all action reasonably necessary to cure such default, the non-defaulting party may enforce the provisions of this Agreement by injunctive relief or by a suit or suits for the specific performance of any covenant or agreement contained herein or exercise such other rights or remedies it may have at law or in equity, which may include, but is not limited to, an order by a court of competent jurisdiction requiring the alteration or modification of any additions to Parcel No. 2 Building, or any improvements hereafter constructed on Parcel No. 2, in order to comply with the provisions of this Agreement.

9. **Termination.** Parcel No. 1 Owner may elect to terminate this Agreement by recording with the Office of the Recorder of Deeds, Cook County, Illinois of an

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affidavit stating that this Agreement has been so terminated, a copy of which affidavit shall be delivered to the Parcel No. 2 Owner.

10. **Amendment.** The terms and provisions of this Agreement may be amended only by an instrument in writing duly executed by all of the Owners of all or any part of the Total Property.

11. **Binding Effect.** This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the Owners from time to time of all or any part of the Total Property and shall be deemed to be and are covenants running with the land.

12. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as the addresses set forth below or at such other address or addresses as may be designated by any party by written notice to the other party:

If to Parcel No. 1 Owner:

American National Bank and
Trust Company of Chicago
33 North LaSalle
Chicago, Illinois 60690
Attn: Land Trust Department

with a copy to:

Martpare Associates Limited
Partnership
c/o First Columbia Corporation
Suite 400
230 East Ohio
Chicago, Illinois 60611

If to Parcel No. 2 Owner:

Stepan Partners
c/o 218 N. Jefferson
4th Floor
Chicago, Illinois 60606

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13. Trustee's Exculpation. This Agreement is executed by Trust No. 1 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. All the terms, provisions, stipulations, covenants and conditions to be performed by said Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants or statements contained in this Agreement.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Agreement.

IN WITNESS WHEREOF, Trust No. 1 and Party No. 2 have caused this Agreement to be executed as of the date first above written.

TRUST NO. 1:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
Trust Agreement dated March 31, 1987
and known as Trust No.102408-02

By: [Signature]
Its: [Signature]

PARTY NO. 2:

STEPAN PARTNERS, an Illinois
limited partnership

By: _____
Its: _____

ATTEST: _____

By: [Signature]
Its: Asst Secy

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13. Trustee's Exculpation. This Agreement is executed by Trust No. 1 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. All the terms, provisions, stipulations, covenants and conditions to be performed by said Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms provisions, stipulations, covenants or statements contained in this Agreement.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original, and all such counterparts together constitute but one and the same Agreement.

IN WITNESS WHEREOF, Trust No. 1 and Party No. 2 have caused this Agreement to be executed as of the date first above written.

TRUST NO. 1:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee under
Trust Agreement dated March 31, 1987
and known as Trust No.102408-02

By: _____
Its: _____

ATTEST: _____

By: _____
Its: _____

PARTY NO. 2:

STEPAN PARTNERS, an Illinois
limited partnership

By: Paul Stepan
Its: _____

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STATE OF IL)
COUNTY OF Cook)

SS

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that ROBERT W. WILSON of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~ROBERT W. WILSON~~ appeared before me this day in person and acknowledged that he signed and delivered the said instrument is his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of December, 1988.

John Szwarczewski
Notary Public

My Commission Expires:



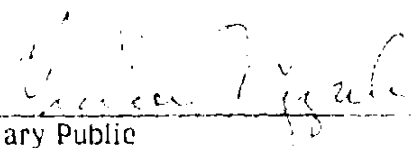
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 23rd day of December, 1988, before me, a Notary Public in and for the State and County aforesaid, duly commissioned and sworn, personally appeared Paul Stepan, known to me to be the person who signed the within instrument and acknowledged that he is the general partner of Stepan Partners being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Stepan Partners by himself as general partner of Stepan Partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date in this certificate first above written.



Notary Public

My Commission Expires:



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EXHIBIT A

Legal Description

PARCEL NO. 1:

LOTS 14 THROUGH 23 INCLUSIVE, IN BLOCK 14 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 17-09-250-007
 17-09-250-001
 17-09-250-016
 17-09-250-017
 17-09-250-109

Commonly known as: Martpark Center
 Chicago, Illinois

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

Ilese S. Meltzer, Esq.
Rudnick & Wolfe
203 N. LaSalle Street
Chicago, Illinois 60601

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EXHIBIT B

Legal Description

PARCEL NO. 2:

LOTS 24, 25 and 26 INCLUSIVE, IN BLOCK 4 IN BUTLER, WRIGHT AND WEBSTERS ADDITION TO CHICAGO, SAID ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

P.I.N. 17-09-250-015

Commonly known as: 300 West Hubbard Street
Chicago, Illinois

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CONSENT OF AND SUBORDINATION BY MORTGAGEE

Dollar Bank, Federal Savings Bank, Mortgagee under a certain Mortgage and Security Agreement (the "Mortgage") executed by American National Bank and Trust Company of Chicago under Trust Agreement dated March 12, 1987, and known as Trust No. 102408-02 and recorded on August 19, 1988, in the office of the Cook County Recorder of Deeds as Document No. 88378124, hereby affirms and joins in the execution of the foregoing agreement created hereunder entitled "Agreement Regarding zoning" (the "Agreement") and agrees that its Mortgage is and shall be subject to the provisions of the Agreement and subject to the provisions and restrictions therein contained.

DATED this 16 day of December, 1988.

DOLLAR BANK FEDERAL SAVINGS
BANK

By: 

Its: VICE PRESIDENT

ATTEST:

By: 

Its: CLERK

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ACKNOWLEDGMENT

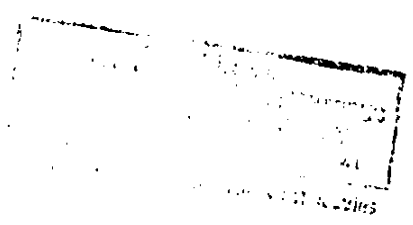
STATE OF ~~ILLINOIS~~ ^{Pennsylvania})
) SS.
 COUNTY OF ~~COOK~~ ^{Allegheny}

I, James Hume George, a Notary Public for the aforesaid jurisdiction, do hereby certify that before me this day in person appeared Robert C. [unclear] and Robert C. [unclear], personally known to be the vice President and Assistant Secretary of Dollar Bank, Federal Savings Bank, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and caused to be affixed thereto the seal of said bank, pursuant to authority given under the articles and bylaws of said bank, and as their own free and voluntary act for the uses and purposes set forth.

Given under my hand and seal this 16 day of December, 1988.

James Hume George
 Notary Public

My commission expires: _____



Property of Cook County Clerk's Office

858016-11

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CONSENT OF AND SUBORDINATION BY MORTGAGEE

LaSalle National Bank, as assignee for Dollar Bank, Federal Savings Bank, Mortgagee under a certain Mortgage and Security Agreement (the "Mortgage") executed by American National Bank and Trust Company of Chicago under Trust Agreement dated March 12, 1987, and known as Trust No. 102408-02 and recorded on August 19, 1988, in the office of the Cook County Recorder of Deeds as Document No. 88378124, hereby affirms and joins in the execution of the foregoing agreement created hereunder entitled "Agreement Regarding zoning" (the "Agreement") and agrees that its Mortgage is and shall be subject to the provisions of the Agreement and subject to the provisions and restrictions therein contained.

DATED this 23^d day of December, 1988.

LASALLE NATIONAL BANK

By: 

Its Vice President

ATTEST:

NEP1-91

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BOOK # A 8-88-601441

COOK COUNTY RECORDER

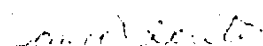
By: 

Its Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna Boelter, a Notary Public for the aforesaid jurisdiction, do hereby certify that before me this day in person appeared Bruce C. Duncan, Vice President and Denis O. Lavelle, Assistant Secretary of LaSalle Natinal Bank, and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and caused to be affixed thereto the seal of said bank, pursuant to authority given under the articles and bylaws of said bank, and as their own free and voluntary act, for the uses and purposes set forth.

Given under my hand and seal this 23rd day of December, 1988.


Notary Public

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