

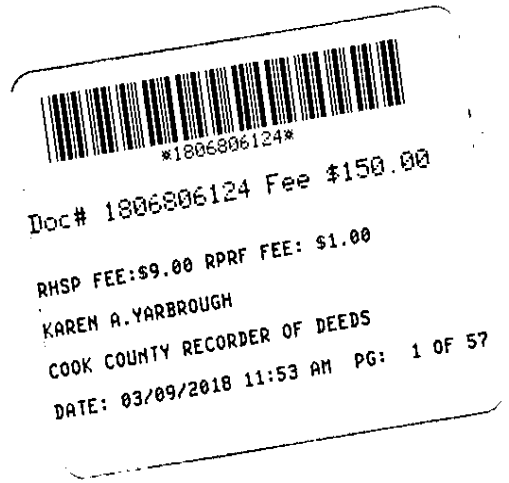
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**DECLARATION
OF USE RESTRICTION,
RIGHT OF FIRST REFUSAL, AND
OPTION TO PURCHASE AND/OR LEASE**

THIS DECLARATION OF USE RESTRICTION, RIGHT OF FIRST REFUSAL, AND OPTION TO PURCHASE AND/OR LEASE (this "Declaration"), is made as of the 27th day of February, 2018, by ZEIGLER LINCOLNWOOD, LLC, a Michigan limited liability company ("Dealer Company"), whose address is 4201 Stadium Drive, Kalamazoo, Michigan 49008, and AJZ-LINCOLNWOOD, LLC, f/k/a AJZ AMHERST, LLC, a New York limited liability company ("Owner", and jointly and severally with Dealer Company, "Declarant"), whose address is 4201 Stadium Drive, Kalamazoo, Michigan 49008, for the use and benefit of GENERAL MOTORS LLC, a Delaware limited liability company ("GM" or "Beneficiary"), whose address is 100 Renaissance Center, MC: 482-A16-C66, Detroit, Michigan 48265.

RECITALS

A. Owner owns fee simple title to the Real Property (as hereinafter defined) located at 6900 McCormick Boulevard in Lincolnwood, Illinois.

B. Owner has leased the Real Property to Dealer Company, an Affiliate (as hereinafter defined) of Owner, pursuant to the terms of a Lease dated as of February 27, 2018 (the "Lease").

C. Dealer Company has been approved by GM, pursuant to and subject to the terms of that certain approval letter dated February 15, 2018 (the "Conditional Approval Letter"), to establish and operate a motor vehicle dealership selling and servicing Buick, GMC and Cadillac motor vehicles on the Real Property.

D. Owner acquired title to the Real Property pursuant to that certain Assignment and Assumption of Purchase Agreements (the "Assignment") between Lincolnwood Buick GMC Cadillac, Inc., a Delaware corporation and an Affiliate of GM ("Assignor") and Declarant, which required, as a condition of the assignment of Assignor's right to purchase the Real Property, that Declarant enter into and subject the Real Property to the terms of this Declaration.

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E. Dealer Company will conduct Buick, GMC and (until relocated with GM's approval) Cadillac dealership operations (the "General Motors Dealership") on the Real Property pursuant to Dealer Sales and Service Agreements (as the same are amended, modified, extended, renewed, or replaced, the "Dealer Agreements") between Dealer Company and GM.

F. In consideration of GM's undertakings in the Conditional Approval Letter and assignment to Owner of Assignor's right to purchase the Real Property, Declarant has agreed to subject the Real Property to a use restriction, as set forth in Article 3 of this Declaration (the "Use Restriction"), which Use Restriction is intended to preserve the acquisition, use, and occupancy of the Real Property as a General Motors Dealership by all current and future owners and operators of the Real Property during the Effective Period (as hereinafter defined).

G. Declarant has further agreed to subject the Real Property to a right of first refusal and the purchase and lease options, as set forth in Article 5 of this Declaration (collectively, the "Acquisition Rights"), which Acquisition Rights are intended to ensure the continued use and occupancy of the Real Property as a General Motors Dealership during the Effective Period in an economically fair and reasonable manner.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Real Property is, and shall be throughout the Effective Period, held, transferred, sold, conveyed and occupied subject to the Use Restriction, the Acquisition Rights and each of the other conditions, covenants and agreements set forth in this Declaration (together with the Use Restriction and the Acquisition Rights, the "Covenants"). This Declaration shall be recorded in the real property records of Cook County, Illinois, to provide record notice of the Covenants. The Covenants will inure to the benefit of GM, any Affiliate of GM, and/or any successor to or assignee of all or substantially all of the assets of any of the foregoing (collectively, "Beneficiary").

1. REAL PROPERTY; EFFECTIVE PERIOD

1.1 Real Property. The "Real Property" consists of the land described in Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, improvements, and fixtures now or hereafter located thereon and all rights, easements, hereditaments and appurtenances pertaining or belonging thereto.

1.2 Effective Period. This Declaration and the Covenants shall commence effective as of the date hereof and shall remain in full force and effect for a period of twenty-five (25) years to and including February 26, 2043 (the "Effective Period"). If any of the Covenants would otherwise be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue until the earlier of (a) the expiration of the Effective Period, or (b) the date twenty-one (21) years after the death of the survivor of the President of the United States, Donald J. Trump, or his descendants living on the date of this Declaration.

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1.3 Termination. At the end of the Effective Period, this Declaration and the Covenants will terminate without further action by Declarant or Beneficiary, and, except as expressly provided in Section 6.3(g) hereof, will have no further force or effect.

2. GENERAL PURPOSES OF THIS DECLARATION

Declarant subjects the Real Property to the Covenants to preserve the Real Property for use as a General Motors Dealership during the Effective Period.

3. USE RESTRICTION

During the Effective Period, the Real Property shall be used solely and continuously for the conduct of Dealership Operations (as defined in the Dealer Agreements, as such term may be subsequently modified or amended) for the sale and service of Buick GMC and (until relocated with Beneficiary's approval) Cadillac motor vehicles (the "Existing Model Lines") in accordance with the Dealer Agreements. The Real Property shall not be used for any other purpose (which prohibited uses include, but are not limited to, the sale, display, storage, and/or service of motor vehicles not covered by Dealer Sales and Service Agreements for the General Motors Dealership other than as specifically contemplated by the term "Dealership Operations" in the Dealer Agreements) during the Effective Period without the prior written consent of GM, which consent may be granted or withheld in GM's sole discretion. Notwithstanding the preceding, it is contemplated that Dealer Company will relocate its Cadillac dealership operations in accordance with the terms of that certain Cadillac Separation Agreement of even date herewith, and upon such relocation, the term Existing Model Lines shall refer only to Dealer Company's Buick and GMC model lines, and the term Dealer Agreements shall refer only to Dealer Company's Buick and GMC Dealer Agreement(s) with GM.

4. DEFAULTS AND REMEDIES

4.1 Defaults by Declarant. Each of the following events shall constitute an "Event of Default" under this Declaration:

(a) Failure to Perform Obligations There occurs a breach or violation of any provision of this Declaration and such breach or violation continues for a period of thirty (30) days after notice thereof from Beneficiary to Declarant; or, if such breach or violation cannot be reasonably cured within such thirty (30) day period, Declarant does not commence to cure such breach or violation within such thirty (30) day period or does not thereafter diligently pursue such cure in good faith to completion. Notwithstanding the foregoing, the terms of this Section 4.1(a) shall not apply to any breach or violation for which an Event of Default is otherwise provided under this Article 4.

(b) Unpermitted Transfer; Failure to Grant Acquisition Rights. There occurs a breach or violation of any of the terms or conditions set forth in Article 5 of this Declaration.

(c) Lien Enforced Against Property. An execution, attachment, foreclosure, levy, execution of other writ, or other enforcement of a lien is commenced against any of the Real Property.

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4.2 Beneficiary's Remedies. If any Event of Default occurs, Beneficiary shall have the right, at Beneficiary's election, then or at any later time, to exercise any one or more of the remedies described below.

(a) Cure by Beneficiary. Beneficiary may, at Beneficiary's option but without obligation to do so, and without releasing Declarant from any obligations under this Declaration, make any payment or take any action as Beneficiary deems necessary or desirable to cure any Event of Default in such manner and to such extent as Beneficiary deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Beneficiary notifies Declarant of Beneficiary's intention to do so and affords Declarant at least five (5) days in which to make such payment or take such action. Declarant shall pay Beneficiary, upon demand, all advances and costs of Beneficiary in connection with making any such payment or taking any such action, including reasonable attorneys' fees, together with interest at the Default Rate from the date of payment of any such advances and costs by Beneficiary. The "Default Rate" means the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum non-usurious rate of interest permitted by applicable laws.

(b) Purchase of Assets. Beneficiary, or any Person designated by Beneficiary ("Designated Party"), shall be permitted to purchase from Dealer Company (and Dealer Company shall sell to Beneficiary or a Designated Party) all, but not less than all, of the intangible assets identified in Exhibit B (the "Intangible Assets") and all but not less than all tangible assets (the "Tangible Assets") used in connection with the Existing Model Lines, such purchase to be made in accordance with the terms set forth in Exhibit C (the "Asset Option Terms"). Concurrently with such purchase, Dealer Company shall terminate the Dealer Agreements, without additional payment or compensation from Beneficiary and in accordance with the Asset Option Terms. Nothing set forth herein shall constitute a waiver of Dealer Company's right to cause GM to purchase Eligible Items (as defined in the Dealer Agreements) pursuant to Article 15.2 of the Dealer Agreements. Neither Beneficiary nor any Designated Party or Affiliate shall have any obligation to provide termination assistance under Article 15.3 of any of the Dealer Agreements or under any similar or corresponding provisions of state laws, and Dealer Company expressly waives any rights to require Beneficiary and each Designated Party and Affiliate of Beneficiary to provide any such assistance. Notwithstanding any other provision hereof, Beneficiary may only exercise the Asset Purchase Option if it also exercises the option to purchase or lease the Real Property set forth in Sections 5.2 and 5.3, and may only exercise the option to purchase or lease the Real Property set forth in Sections 5.2 and 5.3 if it also exercises the Asset Purchase Option. "Affiliate" means, with respect to any Person, any Person that controls, is controlled by, or is under common control with such Person, together with its and their respective partners, venturers, directors, officers, stockholders, agents, employees, and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation, or other entity.

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(c) Equitable Remedies. Beneficiary shall be permitted to seek and obtain equitable remedies for enforcement of this Declaration, including injunctive relief and specific performance.

(d) Remedies Not Exclusive. Notwithstanding anything herein contained, in lieu of or in addition to any of the foregoing remedies and damages, Beneficiary may exercise any remedies and collect any damages available to it at law or in equity. All remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. Each remedy may be exercised at any time an Event of Default has occurred and is continuing and may be exercised from time to time. No remedy shall be exhausted by any exercise thereof.

(e) No Waiver. No failure of Beneficiary (i) to insist at any time upon the strict performance of any provision of this Declaration, or (ii) to exercise any option, right, power or remedy contained in this Declaration shall be construed as a waiver, modification or relinquishment thereof. A receipt by Beneficiary of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and Beneficiary shall not be deemed to have waived any provision hereof unless expressed in a writing signed by Beneficiary.

(f) Recovery of Enforcement Costs. All costs, including reasonable attorneys' fees and disbursements, incurred by Beneficiary in connection with the exercise of any permitted remedy for an Event of Default, or the enforcement of the provisions of this Declaration, together with interest thereon at the Default Rate from the date incurred, shall be paid by Declarant to Beneficiary upon demand.

(g) Recovery from System. In addition to any other rights and remedies available to Beneficiary, Beneficiary shall have, in respect of Declarant's failure to make any payment required under this Declaration, the right to cause any such amount to be paid by a charge to Dealer Company's account maintained on the System. The "System" means the General Motors Dealer Payment System including the General Motors Parts Account.

5. ACQUISITION RIGHTS

5.1 Beneficiary's Right of First Refusal.

(a) Proposed Transfer. Declarant hereby grants a right of first refusal to Beneficiary on the terms and conditions herein set forth. Declarant shall not consummate a Transfer of any Real Property Interest or any Ownership Interest unless Declarant complies with the terms and conditions of this Section 5.1. If at any time during the Effective Period, Declarant desires to effectuate a Transfer (a "Proposed Transfer"), Declarant shall deliver to Beneficiary written notice (a "Proposed Transfer Notice") of such Proposed Transfer, together with an executed copy of a bona fide written contract with the proposed transferee setting forth all material terms of the Proposed Transfer (the "Proposed Transfer Contract").

For the purposes of this Declaration:

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(i) A “Real Property Interest” means any of the Real Property.

(ii) An “Ownership Interest” means the ownership or beneficial ownership, individually or in the aggregate, of more than fifty percent (50%) of the equity or voting control of any corporation, partnership, or other entity that owns any Real Property Interest directly or through another entity.

(iii) A “Transfer” means any sale, lease, transfer, assignment, conveyance, or other disposition of any Real Property Interest or any Ownership Interest, but does not include (1) any bona fide lease of the Real Property to an Affiliate of Declarant, (2) the grant, in the ordinary course of business, of easements, licenses, rights-of-way, and other rights and privileges in the nature of easements, (3) the dedication or transfer of unimproved portions of the Real Property to one or more governmental authorities for road, highway, or other public purposes, (4) conveyance of a Real Property Interest to a governmental authority for public use following commencement of an eminent domain proceeding with respect to the Real Property Interest conveyed, (5) the granting of a deed of trust, mortgage, deed to secure debt, or similar security instrument (each, a “Mortgage”) encumbering a Real Property Interest, (6) the sale or transfer of a Real Property Interest pursuant to foreclosure or power of sale following default under a Mortgage, or (7) conveyance of a Real Property Interest or an Ownership Interest in connection with estate planning by a natural person to such natural person’s spouse, children (and their spouses), or grandchildren, or to any trusts or other similar vehicles or mechanisms established for such natural person’s estate planning purposes and for the benefit of any of the foregoing identified individuals, provided that, in the event of a sale, transfer, or conveyance of a Real Property Interest pursuant to subparagraph (6) or subparagraph (7), any subsequent owner(s) of any Real Property Interest that takes title to a Real Property Interest by means of such a sale, transfer, or conveyance will take title subject to the Use Restriction, the Acquisition Rights, and the other Covenants, and “Transfer” shall include any subsequent Transfer by any such subsequent owner(s) of a Real Property Interest, and further provided that, in the event of a conveyance of an Ownership Interest pursuant to subparagraph (7), the Use Restriction, the Acquisition Rights, and the other Covenants shall continue in full force and effect notwithstanding such conveyance of an Ownership Interest, including, but not limited to, the continued applicability of the provisions of this Article 5, with respect to any subsequent Transfer.

(b) Beneficiary’s Election. Beneficiary will have sixty (60) days after the date it receives the Proposed Transfer Notice (the “Election Period”):

(i) to elect to exercise its right of first refusal to acquire the Real Property Interest or Ownership Interest on the terms of the Proposed Transfer Contract by giving written notice of such exercise (an “RFR Exercise Notice”) to Declarant; or

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(ii) to elect to exercise the option to purchase the Real Property pursuant to Section 5.2 below, by giving the Purchase Option Exercise Notice described in Section 5.2(a) below, if and only if any of the following conditions (collectively, the “RFR Triggering Conditions”) exists:

(A) the Proposed Transfer would not constitute a Transfer of one hundred percent (100%) of the fee simple estate comprising the entire Real Property;

(B) without limiting the generality of subsection 5.1(b)(i) above, the Proposed Transfer contemplates the Transfer of an Ownership Interest; or

(C) the Proposed Transfer encompasses the purchase and sale of real or personal property in addition to the Real Property Interest or Ownership Interest in question; or the Proposed Transfer contemplates a business transaction or relationship between Declarant and the proposed transferee that is, in Beneficiary’s sole discretion, other than a cash purchase and sale of real property between a vendor and purchaser; or

(iii) to elect to lease the Real Property pursuant to Section 5.3 below by giving the Lease Option Exercise Notice described in Section 5.3(a) below, if and only if any of the RFR Triggering Conditions exists.

(c) Declarant’s Right to Transfer. If Beneficiary does not deliver the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice within the Election Period, then Declarant may Transfer the Real Property Interest or Ownership Interest in question to the proposed transferee named in the Proposed Transfer Notice, only on the terms of the Proposed Transfer Contract, at any time within one hundred twenty (120) days after the expiration of the Election Period. No Transfer shall be made on terms different than were offered to Beneficiary without first sending to Beneficiary a new notice setting forth such new price and/or terms, in which event Beneficiary shall have a further sixty (60) day response under Section 5.1(b). If the Transfer to any such proposed transferee is not consummated within one hundred twenty (120) days after the expiration of the Election Period, any Transfer thereafter, whether to the same or any other transferee, shall be subject to all of the above provisions relating to Beneficiary’s right of first refusal. No failure of Beneficiary to exercise its rights in any one or more instances shall constitute a waiver of Beneficiary’s rights thereunder at the time of any subsequent proposed Transfer.

(d) Environmental Remediation Agreement. If Beneficiary delivers the RFR Exercise Notice in accordance with Section 5.1(b) above, then within ten (10) days of Declarant’s receipt thereof, Declarant shall execute and deliver to Beneficiary an Environmental Remediation Agreement, in substantially the form attached hereto as Exhibit D.

(e) Closing. If Beneficiary delivers the RFR Exercise Notice, then Beneficiary’s acquisition will be upon the terms of the Proposed Transfer Contract;

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provided that, notwithstanding the terms of the Proposed Transfer Contract, (i) the closing of Beneficiary's acquisition shall occur in accordance with the terms of Exhibit E (for the purchase of the Real Property) or Exhibit F (for the lease of the Real Property), as applicable; and (ii) any lease to Beneficiary shall be in form satisfactory to Beneficiary incorporating the material terms set forth in Exhibit G attached hereto and incorporated herein by this reference (the "Lease Terms") as supplemented by terms of the Proposed Transfer Contract that are consistent with or in addition to the Lease Terms. If Beneficiary delivers the Purchase Option Exercise Notice or the Lease Option Exercise Notice, then the purchase and sale, or lease, shall be upon the terms and conditions contained in Section 5.2 or Section 5.3, respectively, below.

5.2 Beneficiary's Option to Purchase. Declarant hereby grants to Beneficiary an option to purchase the Real Property for the Option Purchase Price (as hereinafter defined) upon and subject to the following terms and conditions:

(a) Exercise. Beneficiary may exercise the purchase option by delivering a written notice of such exercise (the "Purchase Option Exercise Notice") to Declarant at a time described in Section 5.1(b) above or at any time after any of the following (collectively, the "Option Triggering Conditions") occurs:

(i) Abandonment. The Real Property is vacated or abandoned or the operation at the Real Property of customary Dealership Operations during customary business hours for any of the Existing Model Lines has ceased for a period of seven (7) consecutive days;

(ii) Dealer Agreements. Any of the Dealer Agreements expires or is terminated for any reason; or

(iii) Use. There occurs a breach or violation of any of the terms or provisions of Article 3 of this Declaration concerning the use of the Real Property.

(b) Environmental Remediation Agreement. If Beneficiary delivers the Purchase Option Exercise Notice in accordance with Section 5.2(a) above, then within ten (10) days of Declarant's receipt thereof, Declarant shall execute and deliver to Beneficiary an Environmental Remediation Agreement, in substantially the form attached hereto as Exhibit D.

(c) Option Purchase Price. The "Option Purchase Price" will be, for any purchase occurring (A) during the first three (3) years of the Effective Period, the full purchase price paid to Real Estate Seller (as defined in the Assignment) for the Real Property (the "Gross Purchase Price"), excluding any portion thereof paid by Beneficiary pursuant to Section 5 of the Assignment (such excluded portion being referred to as the "Beneficiary Contribution"), (B) during the fourth and fifth years of the Effective Period, the Gross Purchase Price, excluding seventy-five percent (75%) of the Beneficiary Contribution, (C) during the sixth and seventh years of the Effective Period, the Gross Purchase Price, excluding fifty percent (50%) of the Beneficiary Contribution, and (D) during the remainder of the Effective Period, the Fair Market Value of the Real Property.

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Notwithstanding the foregoing or any other provision hereof, however, in no event will the Option Purchase Price be less than the Gross Purchase Price, excluding the Beneficiary Contribution, plus the Net Improvement Cost (as defined below).

(i) For purposes of this Declaration, the term “Net Improvement Cost” means the cost of constructing or installing improvements to the Real Property after the date of this Declaration, minus any EBE (Essential Brand Elements) payments paid by Beneficiary to Dealer Company.

(ii) For purposes of this Declaration, the term “Fair Market Value” shall mean the fair market value of the Real Property as an automobile sales and service facility. Fair Market Value shall be calculated for the Real Property (i) as an automobile sales and service facility, and not necessarily for its highest and best use, (ii) having regard for comparable sales of automobile sales and service facilities similar to the Real Property in the market area in which the Real Property is located, (iii) in “AS IS, WHERE IS” condition, and (iv) if an appraiser uses an “income approach” to valuation, using motor vehicle industry standards for predicting motor vehicle sales and/or the motor vehicle sales performance of other similar dealerships in the market area in which the Real Property is located, rather than the actual sales at the Real Property, as the basis for projecting income from the Real Property. Fair Market Value shall be determined in the manner set forth in Section 5.4 hereof.

(d) Closing. If Beneficiary delivers to Declarant the Purchase Option Exercise Notice, the closing of the purchase and sale shall occur pursuant to the terms of Exhibit E.

5.3 Beneficiary’s Option to Lease. Declarant hereby grants to Beneficiary an option to lease the Real Property pursuant to a lease in form satisfactory to Beneficiary incorporating the Lease Terms (the “Lease”), upon and subject to the following terms and conditions:

(a) Exercise. Beneficiary may exercise the lease option by delivering written notice of such exercise (the “Lease Option Exercise Notice”) to Declarant at a time described in Section 5.1(b) above or at any time after an Option Triggering Condition has occurred.

(b) Environmental Remediation Agreement. If Beneficiary delivers the Lease Option Exercise Notice pursuant to Section 5.3(a) above, then within ten (10) days of Declarant’s receipt thereof, Declarant shall execute and deliver to Beneficiary an Environmental Remediation Agreement, in substantially the form attached hereto as Exhibit D (the “Environmental Remediation Agreement”).

(c) Rent. The monthly rent due under the Lease for the first five (5) years of the Lease term (or for the entire Lease term if such term is less than five (5) years) shall be the Fair Market Basic Rent (as defined herein). If the Lease term (whether the initial term or the initial term plus any extensions or renewal thereof) exceeds five (5) years, then the initial five (5) years of the Lease term shall be the “Initial Rental Period” and each five (5) year period thereafter throughout the Lease term shall be a “Subsequent”

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Rental Period.” The monthly rent due under the Lease for the first Subsequent Rental Period, if any, shall be equal to one hundred ten percent (110%) of the monthly rent payable during the Initial Rental Period, and the monthly rent for each Subsequent Rental Period thereafter, if any, shall be equal to one hundred ten percent (110%) of the monthly rent payable during the immediately preceding Subsequent Rental Period.

(d) Fair Market Basic Rent. For purposes of this Declaration, the term “Fair Market Basic Rent” shall mean the fair market monthly rent for the Real Property as an automobile sales and service facility. Fair Market Basic Rent shall be calculated for the Real Property (i) as an automobile sales and service facility, and not necessarily for its highest and best use, (ii) having regard for leases of automobile sales and service facilities similar to the Real Property in the market area in which the Real Property is located, (iii) in “AS IS, WHERE IS” condition, and (iv) if an appraiser uses an “income approach” to valuation, using motor vehicle industry standards for predicting motor vehicle sales and/or the motor vehicle sales performance of other similar dealerships in the market area in which the Real Property is located, rather than the actual sales at the Real Property, as the basis for projecting income from the Real Property. Fair Market Basic Rent shall be determined as provided in Section 5.4. If, for any reason, Fair Market Basic Rent has not been determined prior to the commencement date of the Lease, the amount due under the terms of the Lease for such month or months prior to determination of Fair Market Basic Rent shall accrue and be payable by Beneficiary on the first day of the month following a determination of Fair Market Basic Rent.

(e) Rent Adjustment. Notwithstanding the foregoing to the contrary, monthly rent under the Lease will be reduced for the portion of the term occurring (A) during the first three (3) years of the Effective Period, by the percentage obtained by dividing the Beneficiary Contribution by the Gross Purchase Price, (B) during the fourth and fifth years of the Effective Period, by seventy-five percent (75%) of the percentage obtained by dividing the Beneficiary Contribution by the Gross Purchase Price, and (C) during the sixth and seventh years of the Effective Period, by fifty percent (50%) of the percentage obtained by dividing the Beneficiary Contribution by the Gross Purchase Price.

(f) Closing. If Beneficiary delivers to Declarant the Lease Option Exercise Notice, the closing of the Lease shall occur pursuant to the terms of Exhibit F.

5.4 Fair Market Determinations. Fair Market Value and Fair Market Basic Rent (each, a “Fair Market Determination”) shall be determined as follows:

(a) Agreement of Parties. Declarant and Beneficiary shall attempt, in good faith, to agree on any Fair Market Determination. If Declarant and Beneficiary fail, refuse, or are unable for any reason to agree on a Fair Market Determination within thirty (30) days following delivery of the Purchase Option Exercise Notice or Lease Option Exercise Notice, as applicable, Declarant shall within ten (10) days thereafter select an appraiser and notify Beneficiary in writing of the name, address and qualifications of such appraiser. Within ten (10) days following its receipt of such notice, Beneficiary shall select an appraiser and notify Declarant of the name, address and qualifications of such appraiser. Such two appraisers shall endeavor to agree upon the Fair Market

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Determination. If such two appraisers shall agree upon the Fair Market Determination, the Fair Market Determination as so agreed shall be binding and conclusive upon Declarant and Beneficiary.

(b) Determination by Appraisers. If such two appraisers shall be unable to agree upon the Fair Market Determination within fifteen (15) days after the selection of an appraiser by Beneficiary, then such appraisers shall advise Declarant and Beneficiary of their respective estimates of the Fair Market Determination. If the lesser of the two estimates is greater than or equal to ninety five percent (95%) of the greater of the two estimates, then the Fair Market Determination shall equal the average of such two estimates, which amount shall be binding and conclusive upon Declarant and Beneficiary. If the lesser of the two estimates is less than ninety five percent (95%) of the greater of the two estimates, the two appraisers shall so advise Declarant and Beneficiary and shall select a third appraiser to make the Fair Market Determination, which determination shall be binding and conclusive upon Declarant and Beneficiary.

(c) Selection of Third Appraiser. If such two appraisers shall be unable to agree upon the designation of a third appraiser within ten (10) days after the expiration of the fifteen (15)-day period referred to above, or if such third appraiser does not make a Fair Market Determination within fifteen (15) days after his selection, then such third appraiser or a substituted third appraiser, as applicable, shall, at the request of either party hereto, be appointed by the United States District Court for the District in which the Real Property is located or, if this Declaration is then the subject of litigation, by the court with jurisdiction thereof. The Fair Market Determination made by the third appraiser appointed pursuant hereto shall be made within fifteen (15) days after such appointment and shall be binding and conclusive upon Declarant and Beneficiary.

(d) Standards. All appraisers selected or appointed as provided above shall (i) be independent qualified MAI appraisers active in the market in which the Real Property is located, with experience in appraising automobile sales and service facilities, (ii) have no right, power or authority to alter or modify the provisions of this Declaration, (iii) utilize the definitions of Fair Market Value and Fair Market Basic Rent set forth above, and (iv) be registered in the State of Illinois (the "State") if the State provides for or requires such registration. The costs of any appraiser selected by a party shall be borne solely by such party, and the costs of a third appraiser, if any, shall be borne one-half (1/2) by Declarant and one-half (1/2) by Beneficiary.

5.5 Investigation of the Real Property. If Beneficiary delivers to Declarant a Purchase Option Exercise Notice in accordance with Section 5.2(a) above, or at any time and from time to time following either the delivery to Beneficiary of a Proposed Transfer Notice or the occurrence of an Option Triggering Condition, and whether or not Beneficiary has delivered the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice, then Beneficiary shall have the right to investigate the Real Property pursuant to the provisions of Article 6 below.

5.6 Assignment of Acquisition Rights. Beneficiary may assign any of the Acquisition Rights to a Designated Party. In the event of any such assignment, this Declaration,

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the Use Restriction, the Acquisition Rights, and the other Covenants shall continue in full force and effect. Furthermore, in the event of any such assignment, the Designated Party shall not, as a result of such assignment, be deemed to be the “Beneficiary” hereunder unless expressly agreed in writing by Beneficiary in the instrument effectuating such assignment.

5.7 No Election of Remedies. If Beneficiary or any Designated Party exercises the option to lease the Real Property in accordance with Section 5.3 of this Declaration, such election shall not be deemed to be an election by Beneficiary of its remedies hereunder, and Beneficiary shall thereafter throughout the Effective Period, and for such period thereafter as may reasonably be required for Beneficiary to exercise and/or enforce its rights or remedies hereunder, have all rights and remedies set forth in this Declaration, including, but not limited to, its right to purchase the Real Property in accordance with Section 5.2 above.

5.8 Continuation of Declaration. In the event Beneficiary or any Designated Party exercises any of the Acquisition Rights, this Declaration, the Use Restriction, the Acquisition Rights, and the other Covenants shall continue in full force and effect notwithstanding such exercise of the Acquisition Rights. Furthermore, in the event Beneficiary or any Designated Party exercises the option to purchase the Real Property in accordance with Section 5.1 or Section 5.2 above, Beneficiary (but not such Designated Party) shall thereafter succeed to all of the rights of Declarant under this Declaration to revoke, modify, amend, or supplement this Declaration.

6. INVESTIGATION OF THE REAL PROPERTY

6.1 Declarant’s Initial Deliveries. Within ten (10) days after Beneficiary’s delivery of the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice, Declarant shall, at its sole cost, deliver or cause to be delivered to Beneficiary, the following:

(a) Title Insurance Commitment. A current title insurance commitment or preliminary title report issued by a title company selected by Declarant (the “Title Company”) and approved by Beneficiary, including copies of all recorded matters affecting title referred to therein (collectively, the “Title Commitment”), showing marketable and insurable title to the Real Property to be vested in Declarant and committing Title Company to issue the Owner’s Policy or Leasehold Policy (each as hereinafter defined) insuring fee or leasehold title, as applicable, to the Real Property in Beneficiary, with the standard printed exceptions deleted.

(b) Survey. Three (3) copies of a current ALTA/ACSM Land Title Survey of the Real Property (the “Survey”), prepared by a surveyor licensed by the State in which the Land is located (the “State”). The Survey shall be prepared in form satisfactory to Beneficiary and in form satisfactory to Title Company for the issuance to Beneficiary of the title policy with no general exception for matters of survey.

(c) Copies and Descriptions. Copies of all Contracts (as hereinafter defined), warranties, licenses, permits, and plans relating to the Real Property; copies of the most recent ad valorem tax statements concerning the Real Property, together with a copy of any notice of increase in valuation received by Declarant since such tax statements were

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issued; copies of all site plans, surveys, soil and substratus studies, architectural drawings, plans and specifications, engineering, electrical and mechanical plans and studies, floor plans, landscape plans, environmental assessment reports, engineering, structural or physical inspection reports, appraisals, feasibility studies, other plans and studies of any kind, and copies of any notices concerning existing or proposed special assessments levied against or affecting the Real Property. “Contracts” shall mean all construction contracts, contracts for repair or maintenance, and contracts for the provision of service relating to the Real Property.

(d) Operating Expenses. A statement of all operating and other expenses of ownership, maintenance and operation of the Real Property for the last three (3) fiscal years of Declarant, including utility costs, amounts paid under the Contracts and all other costs paid directly to third parties.

(e) Authorization. A duly executed resolution from Declarant or any other such evidence or certification as Beneficiary may request, that Declarant has full power and authority to convey or lease, as applicable, the Real Property and to execute and deliver all documents in connection therewith.

(f) Other Documents. Such other documents as Beneficiary may reasonably request.

6.2 Inspection of Real Property. At any time or from time to time following Beneficiary’s delivery to Declarant of a Purchase Option Exercise Notice in accordance with Section 5.2(a) above, or at any time or from time to time following either the delivery to Beneficiary of a Proposed Transfer Notice or the occurrence of an Option Triggering Condition, and whether or not Beneficiary has delivered the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice, Beneficiary and its employees, agents, and contractors, shall have the right to enter the Real Property and investigate the Real Property and all matters relevant to its acquisition, development, usage, operation or marketability. Such right of investigation shall include the right to have made, at Beneficiary’s cost, any studies or inspections of the Real Property as Beneficiary may deem necessary or appropriate, including soils and environmental tests and inspections. Declarant shall cooperate with any such investigations, inspections, or studies made by or at Beneficiary’s direction so long as such cooperation is at no expense to Declarant. Beneficiary shall indemnify, defend and hold Declarant, each Affiliate of Declarant, and their respective partners, venturers, directors, officers, stockholders, agents, employees, spouses, legal representatives, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including reasonable attorneys’ fees) resulting from Beneficiary’s investigations (provided that such indemnity shall not apply to any claims, judgments, damages, penalties, fines, costs, liabilities, or losses resulting from the discovery by Beneficiary of pre-existing conditions of or at the Real Property not caused by Beneficiary).

6.3 Environmental Inspection. Without limiting the inspection and investigation rights set forth in Section 6.2, Beneficiary shall have the right at any time or from time to time following Beneficiary’s delivery to Declarant of a Purchase Option Exercise Notice in accordance with Section 5.2(a) above, or at any time or from time to time following either the

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delivery to Beneficiary of a Proposed Transfer Notice or the occurrence of an Option Triggering Condition, and whether or not Beneficiary has delivered the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice, at Beneficiary's sole cost, to enter the Real Property to conduct environmental assessments of the Real Property, including the collection and analysis of soils, surface water and groundwater samples (the "Beneficiary's Assessment").

(a) Environmental Media. If Beneficiary's Assessment includes the performance of any subsurface investigation, Declarant shall be the owner of any and all residual soil, water or other environmental media collected or produced in connection with Beneficiary's Assessment. Declarant shall be solely responsible for the lawful removal and arrangement for disposal of any such materials collected or produced in connection with Beneficiary's Assessment. Beneficiary shall make reasonable efforts to minimize the volume of samples collected or produced during Beneficiary's Assessment.

(b) Unsatisfactory Environmental Condition. If Beneficiary's Assessment reveals, in Beneficiary's sole and absolute discretion, an unsatisfactory environmental condition on the Real Property ("Unsatisfactory Environmental Condition"), prior to the expiration of the Inspection Period (as hereinafter defined), Beneficiary may, at its option, provide Declarant with written notice (the "Environmental Notice") of, and specify in reasonable detail, Beneficiary's objection to the environmental condition of the Real Property. The term "Unsatisfactory Environmental Condition" shall not include any matter existing on the Real Property on the Effective Date, except to the extent that the same may have been disturbed or exacerbated after the Effective Date.

(c) Remediation. If Beneficiary provides Declarant with an Environmental Notice, Declarant shall take all actions, including taking all removal and/or remediation actions required to remedy the Unsatisfactory Environmental Conditions (collectively, "Declarant's Remediation"). The parties may extend the Purchase Closing Date (as defined herein) or the Lease Closing Date (as defined herein), as applicable, for such reasonable period of time, not to exceed one hundred twenty (120) days, as may be necessary for Declarant to fulfill its obligations hereunder and under the Environmental Remediation Agreement. In the event that Beneficiary provides Declarant with an Environmental Notice and Declarant fails to promptly commence or diligently perform Declarant's Remediation, Beneficiary may perform Declarant's Remediation and deduct the cost and expense thereof from the purchase price of the Real Property or the rent payable for the Real Property, as applicable. If Beneficiary elects to perform Declarant's Remediation, Beneficiary may, at its option, extend the Lease Closing Date or the Purchase Closing Date, as applicable, to a date not later than the earlier of (x) the date one hundred twenty (120) days following completion of the Declarant's Remediation; or (y) the date five (5) years following Beneficiary's election to perform Declarant's Remediation.

(d) Confidentiality. Any and all information, whether written or oral, regarding the environmental status of the Real Property provided to Declarant by Beneficiary or its employees or agents under this Declaration shall be considered the sole and exclusive property of Beneficiary and is considered and shall be kept confidential by

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Declarant in perpetuity, except as provided below, and shall not be discussed with or provided to any third party, without the prior written consent of Beneficiary, which consent may be granted or withheld in Beneficiary's sole discretion. Beneficiary makes no representations or warranties regarding any such information.

(e) Notification. If Declarant is specifically required to disclose any such information to a court or governmental entity pursuant to applicable law or pursuant to a directive or order issued by a court or governmental entity, prior to disclosing such information, Declarant shall notify Beneficiary in writing and provide Beneficiary with a copy of the order or directive issued by such court or governmental entity and with copies of all information that Declarant intends to disclose. Whenever possible, such notice and information shall be provided to Beneficiary by Declarant in writing at least five (5) business days prior to disclosure of such information to any court or governmental authority.

(f) Indemnity. Declarant shall indemnify, defend, and hold Beneficiary, each Affiliate of Beneficiary, and their respective partners, venturers, directors, officers, stockholders, agents, employees, spouses, legal representatives, successors, and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including reasonable attorneys' fees) resulting from (i) Declarant's Remediation, (ii) any conditions or contamination existing prior to the Purchase Closing Date or Lease Closing Date at, on or emanating from or onto the Real Property, (iii) the operation of Declarant's business, (iv) any disposal, arrangement for disposal, or release of hazardous substances at any location other than the Real Property by Declarant, and (v) any breach by Declarant of any of its representations, warranties or covenants contained in this Section 6.3. Notwithstanding the foregoing, in the event that Beneficiary or any Designated Party exercises the Acquisition Right to lease the Real Property, then for purposes of this Declaration, the Owner of the Real Property does not have any responsibility to perform any remediation of the Real Property for any Unsatisfactory Conditions occurring on or after the date that the Real Property is leased to Beneficiary or any Designated Party, unless (i) there is any exacerbation or disturbance of the then-current Unsatisfactory Conditions by the Owner, its agents, contractors, employees or invitees (together, the "Owner Parties"), or (ii) any new Unsatisfactory Condition(s) are caused by any of the Owner Parties, in which case Owner will be responsible for such Unsatisfactory Conditions.

(g) Survival. Declarant's obligations under this Section 6.3 shall survive the termination of this Declaration.

6.4 Termination. If, on or before 5:00 p.m. (at the place where the Real Property is located) on the date sixty (60) days following delivery to Beneficiary of the last item to be delivered pursuant to Section 6.1 (the period from the delivery of the RFR Exercise Notice, the Purchase Option Exercise Notice, or the Lease Option Exercise Notice, as applicable, through such date being herein referred to as the "Inspection Period"), Beneficiary gives Declarant written notice setting forth Beneficiary's election not to purchase or lease the Real Property, as applicable, then Beneficiary shall have no obligation to purchase or lease the Real Property.

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6.5 Books and Records. During the Inspection Period, Beneficiary shall have, at all reasonable times upon reasonable advance notice, access to Declarant's books and records concerning the Real Property and shall be permitted to make copies of such books and records at Beneficiary's cost.

7. PRIORITY

7.1 Subordination of Leasehold Interest; Termination of Leasehold Interest.

(a) Subordination. Dealer Company hereby agrees that its interest in the Real Property, whether created by lease, by license, or otherwise, is and shall be throughout the Effective Period subject and subordinate in all respects to this Declaration and the Use Restriction, the Acquisition Rights, and the other covenants set forth herein.

(b) Termination. Dealer Company further agrees that, without any payment or additional consideration to Dealer Company, Dealer Company's interest in the Real Property, whether created by lease, by license, or otherwise, shall terminate immediately upon the Purchase Closing (as defined herein) or the Lease Closing (as defined herein), as applicable.

7.2 Mortgages. Declarant shall fully and timely pay and perform all of its obligations under each Mortgage at any time creating or constituting a lien on any of the Real Property.

7.3 Taxes. Declarant shall pay when due all taxes, assessments and other governmental or public charges against or affecting any of the Real Property, upon the revenues, rents, issues, income and profits thereof, or in respect of the occupancy, use or possession thereof, together with any accrued interest, costs and penalties thereon.

7.4 Other Liens. Declarant shall not permit any mechanics' or materialmen's or judgment liens to encumber any of the Real Property except liens bonded as reasonably required by Beneficiary and subject to appropriate proceedings contesting the validity of the same.

8. MISCELLANEOUS

8.1 Notices. All notices required or permitted under this Declaration must be in writing and shall be deemed properly given and received only (a) when actually given and received, if delivered in person to a party; or (b) one (1) business day after deposit with a private courier or overnight delivery service for next-business-day delivery, with delivery charges paid; or (c) five (5) business days after deposit in the United States mail, certified or registered mail with return receipt requested and postage prepaid. All such notices must be transmitted by one of the methods described above to the party to receive the notice to:

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If to Declarant: AJZ-Lincolnwood, LLC f/k/a AJZ Amherst, LLC
 4201 Stadium Drive
 Kalamazoo, MI 49008
 Attention: Aaron J. Zeigler

Zeigler Lincolnwood, LLC
 4201 Stadium Drive
 Kalamazoo, MI 49008
 Attention: Aaron J. Zeigler

with a copy to: Varnum LLP
 Bridgewater Place, P.O. Box 352
 Grand Rapids, MI 49501-0352
 Attention: Peter G. Roth

If to Beneficiary: General Motors LLC
 Mail Code 482-A16-C66
 100 Renaissance Center
 Detroit, Michigan 48265
 Attention: DNPI North Central Regional Director

with a copy to: Argonaut Holdings LLC
 Retail Real Estate
 Mail Code 482-C19-GRE
 300 Renaissance Center
 Detroit, Michigan 48265
 Attention: President

with a copy to: General Motors LLC
 GM Legal Staff
 Mail Code 482-C23-D24
 300 Renaissance Center
 Detroit, Michigan 48265
 Attention: Kevin Plumstead, Esq.

8.2 Severability. If any provision of this Declaration is deemed or held to be illegal, invalid, or unenforceable, this Declaration shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid, or unenforceable, and in all other respects this Declaration shall remain in full force and effect; provided, however, that if any provision of this Declaration is deemed or held to be illegal, invalid, or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid, or unenforceable provision, which shall be legal, valid, and enforceable. Further, should any provision contained in this Declaration ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto.

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8.3 Dates. If any date set forth in this Declaration for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

8.4 Covenants Run with Land. The Covenants shall run with the Real Property during the Effective Period and shall bind Declarant, its successors, grantees, and assigns, each successive owner of any of the Real Property (including the beneficiaries of any fiduciary that owns any of the Real Property and any purchaser of the Real Property pursuant to a Proposed Transfer Contract), and all parties claiming by, through, or under any of them (including any lessee of any of the Real Property).

8.5 Successors and Assigns. This Declaration shall inure to the benefit of Beneficiary and its successors and assigns.

8.6 Amendment. This Declaration may be revoked, modified, amended, or supplemented in whole or in part, only with Beneficiary's and Declarant's written consent, recorded in the proper filing office for real estate records in the county in which the Real Property is located.

8.7 Time of Essence. Time is of the essence with respect to performance of the Covenants hereunder.

8.8 Time Period for Exercise of Rights. Notwithstanding the expiration of the Effective Period, Beneficiary shall have such period following the expiration of the Effective Period as may reasonably be required for Beneficiary to exercise and/or enforce its rights or remedies under this Declaration.

8.9 Construction. This Declaration will be construed to give the Covenants the fullest possible effect. The captions of the articles, sections, and subsections of this Declaration are for convenience only and will not be deemed to limit, construe, affect, or alter the meaning of those articles, sections, or subsections. The necessary grammatical changes required to make the provisions of this Declaration apply either to corporations, limited liability companies or partnerships or individuals, men or women, or singular or plural will be assumed in all cases. The following words and phrases shall have the following meanings: (a) "include," "includes," and "including" shall mean "include," "includes," and "including" in each case "without limitation"; (b) "provisions" shall mean "provisions, terms, agreements, warranties, representations, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, exception, restriction, title retention agreement, pledge, security interest, mortgage and/or deed of trust"; (d) "obligation" shall mean "obligation, duty, agreement, liability, covenant and/or condition"; (e) "costs" shall mean "costs, expenses, fees, and other charges"; and (f) "any of the Real Property" shall mean "the Real Property or any part thereof or interest therein."

8.10 Governing Law. This Declaration is governed by the law of the State of Illinois.

8.11 Counsel Review. Declarant has reviewed this Declaration with counsel of its choosing and acknowledges that the Use Restriction and the Acquisition Rights, each continuing in effect throughout the Effective Period, are reasonable under applicable real property and motor vehicle franchise laws.

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8.12 Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one Declaration. Signatures may be exchanged electronically, with original signatures to follow. Each party hereto shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other parties hereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on the date first set forth above.

AJZ-LINCOLNWOOD, LLC, f/k/a AJZ
AMHERST, LLC, a New York limited liability
company

By: 
Name: Aaron J. Zeigler
Title: Manager

ZEIGLER LINCOLNWOOD, LLC, a
Michigan limited liability company

By: 
Name: Aaron J. Zeigler
Title: Manager

Property of Cook County Clerk's Office

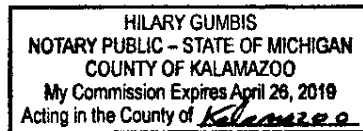
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STATE OF Michigan)
) ss.
COUNTY OF Kalamazoo

I, Hilary Gumbis, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Aaron J. Zeigler, personally known to me to be the Manager of AJZ-LINCOLNWOOD, LLC, f/k/a AJZ-AMHERST, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and, acknowledged that as such Manager, signed and delivered the said instrument pursuant to authority given by the membership of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of February, 2018.

Hilary G
Notary Public
Commission expires: 4-26-2019

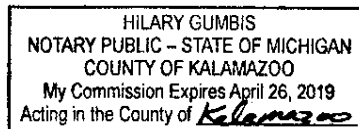


STATE OF Michigan)
) ss.
COUNTY OF Kalamazoo

I, Hilary Gumbis, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Aaron J. Zeigler, personally known to me to be the Manager of Zeigler Lincolnwood, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person, and, acknowledged that as such Manager, signed and delivered the said instrument pursuant to authority given by the membership of said limited liability company, as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of February, 2018.

Hilary G
Notary Public
Commission expires: 4-26-2019



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EXHIBIT A

LEGAL DESCRIPTION

Tax ID Numbers: 10-35-204-033-0000 (Parcel 1), 10-35-204-027-0000 (Parcel 2), Part 10-35-204-023-0000 (Parcel 3), 10-35-204-015-0000 (Outlot A1 of Parcel 4), 10-35-204-016-0000 (Outlot A2 of Parcel 4), and 10-35-204-017-0000 (Outlot A3 of Parcel 4)

PARCEL 1:

LOT 1 IN LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9), A PART OF THE NORTH 1/2 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1989 AS DOCUMENT 89522374,

EXCEPTING FROM SAID LOT 1 THE FOLLOWING 2 PARCELS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES, 23 MINUTES, 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET; THENCE NORTH 45 DEGREES, 16 MINUTES, 25 SECONDS EAST, 43.08 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 AT A DISTANCE OF 30.00 FEET FROM THE POINT OF BEGINNING, AS MEASURED ALONG THE EAST LINE THEREOF; THENCE SOUTH 01 DEGREE, 08 MINUTES, 25 SECONDS WEST ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; ALSO

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE, 12 MINUTES, 14 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 6.29 FEET TO A POINT ON A 259.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 12 DEGREES, 02 MINUTES, 18 SECONDS EAST FROM SAID POINT; THENCE EASTERLY ALONG SAID CURVE, CENTRAL ANGLE 12 DEGREES, 39 MINUTES, 15 SECONDS, 57.20 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 89 DEGREES, 23 MINUTES, 04 SECONDS WEST ALONG SAID SOUTH LINE 36.94 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 3A (EXCEPT THE SOUTH 60 FEET THEREOF, AS MEASURED PERPENDICULAR TO THE SOUTH LINE THEREOF) IN LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9), A PART OF THE NORTH 1/2 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1989 AS DOCUMENT 89522374, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOT 1 IN GROSSINGER SUBDIVISION BEING A RESUBDIVISION OF LOT 3B, IN LINCOLNWOOD TOWN CENTER RESUBDIVISION, IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 2018 AS DOCUMENT NUMBER 1805744000.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS AND EASEMENTS RECORDED MAY 30, 1989 AS DOCUMENT 89242443 AND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS AND EASEMENTS RECORDED MAY 1, 1990 AS DOCUMENT 90199011 BY LINCOLNWOOD ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, OVER OUTLOTS A1, A2 AND A3 IN LINCOLNWOOD TOWN CENTER RESUBDIVISION, AFORESAID.

Also known as: 6900 N. McCormick Boulevard, Lincolnwood, IL

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EXHIBIT B

INTANGIBLE ASSETS

1. Customer Lists.

All of Seller's customer lists and records relating to the Existing Model Lines with respect to the General Motors Dealership.

2. Business Records.

All records of Seller with respect to the General Motors Dealership, including, but not limited to, sales journals, repair order files, parts files, perpetual inventory records and all other operating data and records used in connection with the Existing Model Lines with respect to the General Motors Dealership, such as books, records, customer lists, order files, credit histories, supplier information, purchasing records, technical and repair data and manuals, and invoices. Seller shall be permitted to retain possession of the originals of all such records. Seller shall grant Purchaser access to and an opportunity to make photocopies of such originals at all reasonable times following Asset Closing.

3. Goodwill and Other Intangible Assets.

All of Seller's goodwill and other intangible assets relating to the Existing Model Lines with respect to the General Motors Dealership.

4. Miscellaneous Assets.

The right to use the telephone number or numbers used in connection with the Existing Model Lines with respect to the General Motors Dealership immediately prior to the Asset Closing Date.

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EXHIBIT C

ASSET OPTION TERMS

[CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS SET FORTH FOR SUCH TERMS IN THE DECLARATION OF USE RESTRICTION, RIGHT OF FIRST REFUSAL, AND OPTION TO PURCHASE AND/OR LEASE TO WHICH THIS EXHIBIT IS ATTACHED]

1. PURCHASE AND SALE OF ASSETS

1.1 Purchase Price. The purchase price for the assets listed on Schedule 1 hereto (the "Assets") shall be (A) during the first three (3) years of the Effective Period, the purchase price paid by the Dealer Company for the Assets (the "Gross Asset Purchase Price"), excluding any portion thereof paid by Beneficiary pursuant to Section 5 of the Assignment (such excluded portion being referred to as the "Beneficiary Asset Purchase Contribution"), (B) during the fourth and fifth years of the Effective Period, the Gross Asset Purchase Price, excluding seventy-five percent (75%) of the Beneficiary Asset Purchase Contribution, (C) during the sixth and seventh years of the Effective Period, the Gross Asset Purchase Price, excluding fifty percent (50%) of the Beneficiary Asset Purchase Contribution, and (D) during the remainder of the Effective Period, the Asset Fair Market Value (as defined below) of the Assets as of the Asset Closing (as defined below) (the "Purchase Price"). The Purchase Price, subject to adjustment with respect to outstanding liens, encumbrances, transfer taxes and assumed liabilities, if any, shall be paid at the Closing in cash, by certified check, cashier's check, wire transfer, or other immediately available funds. Notwithstanding the foregoing or any other provision hereof, in no event shall the Purchase Price be less than the Gross Asset Purchase Price, excluding the Beneficiary Asset Purchase Contribution, plus the cost of equipment and fixed assets acquired by Assignee after the date of the Declaration. The fair market value of the Assets for use in a motor vehicle dealership (the "Asset Fair Market Value") shall be determined as follows:

1.1.1 Agreement of Parties. Beneficiary or a Designated Party (in either case, for purposes of this Exhibit C, "Purchaser") and Dealer Company (for purposes of this Exhibit C, "Seller") shall attempt, in good faith, to agree on the Asset Fair Market Value. If Seller and Purchaser fail, refuse, or are unable for any reason to agree on the Asset Fair Market Value within fifteen (15) days following delivery of the Notice (as hereinafter defined), Seller shall, within five (5) days thereafter, select an appraiser and notify Purchaser in writing of the name, address and qualifications of such appraiser. Within five (5) days following its receipt of such notice, Purchaser shall select an appraiser and notify Seller of the name, address and qualifications of such appraiser. Such two appraisers shall endeavor to agree upon the Asset Fair Market Value. If such two appraisers shall agree upon the Asset Fair Market Value, the Asset Fair Market Value as so agreed shall be binding and conclusive upon Seller and Purchaser. If Seller fails timely to appoint an appraiser, Purchaser may appoint an appraiser whose determination of Asset Fair Market Value shall be binding and conclusive upon Seller and Purchaser.

1.1.2 Determination by Appraisers. If such two appraisers shall be unable to agree upon the Asset Fair Market Value within fifteen (15) days after the selection of an appraiser by Purchaser, then such appraisers shall advise Seller and Purchaser of their

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respective estimates of the Asset Fair Market Value. If the lesser of the two estimates is greater than or equal to ninety-five percent (95%) of the greater of the two estimates, then the Asset Fair Market Value shall equal the average of such two estimates, which amount shall be binding and conclusive upon Seller and Purchaser. If the lesser of the two estimates is less than ninety-five percent (95%) of the greater of the two estimates, the two appraisers shall so advise Seller and Purchaser and shall select a third appraiser to determine the Asset Fair Market Value, which determination shall be binding and conclusive upon Seller and Purchaser.

1.1.3 Selection of Third Appraiser. If such two appraisers shall be unable to agree upon the designation of a third appraiser within five (5) days after the expiration of the fifteen (15) day period referred to above, or if such third appraiser does not determine the Asset Fair Market Value within fifteen (15) days after his selection, then such third appraiser or a substituted third appraiser, as applicable, shall, at the request of either party hereto, be appointed by the American Arbitration Association office for the area in which the Real Property is located or, if the Option (as hereinafter defined) is then the subject of litigation, by the court with jurisdiction thereof. The Asset Fair Market Value made by the third appraiser appointed pursuant hereto shall be determined within fifteen (15) days after such appointment and shall be binding and conclusive upon Seller and Purchaser.

1.1.4 Standards. All appraisers selected or appointed as provided above shall (a) be independent qualified appraisers of businesses active in the market in which the Real Property is located, with experience in appraising automobile sales and service businesses, (b) have no right, power or authority to alter or modify the provisions of this Exhibit C or the Declaration, and (c) be registered in the State of Illinois (the "State") if such State provides for or requires such registration. The costs of any appraiser selected by a party shall be borne solely by such party, and the costs of a third appraiser, if any, shall be borne one-half by Seller and one-half by Purchaser.

1.1.5 Exercise of Option. Purchaser shall exercise its option to purchase the Assets (the "Option") by providing notice to Seller in writing of Purchaser's election to exercise the Option and purchase the Assets pursuant to the terms of this Exhibit C (the "Notice"). The Notice shall be sent as provided in Section 8.1 of the Declaration. Within five (5) business days after the date of the Notice, Seller shall furnish Purchaser with a copy of the monthly Operating Reports of the Existing Model Lines as of the two (2) months immediately preceding the date of the Notice, together with related statements of Departmental Profitability, Departmental Sales and Gross Profit, and Lease and Rental Activity (collectively, the "Latest Operating Reports"). On the date of delivery of the Latest Operating Reports, Seller shall certify to Purchaser in writing that (a) in all material respects, the Latest Operating Reports (i) are accurate and complete, (ii) are in accordance with the books and records of Seller (which in turn are accurate and complete) and (iii) have been prepared in accordance with accounting principles approved by Purchaser, consistently applied, and (b) since the date of the Latest Operating Reports, there has been no material adverse change in the business, financial condition, operating results, assets or, to the best of Seller's knowledge, business prospects, employee, customer, vendor or supplier relations of Seller relating to the Assets.

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1.2 Assignment of Agreement. The Option and all of Purchaser's rights under this Exhibit C shall be freely assignable by Purchaser before or after its exercise of the Option, but such assignment shall not relieve Purchaser from its obligations hereunder.

1.3 Inspection of Assets. At any time prior to Closing, Purchaser and its employees, agents, and contractors shall have the right to investigate the Assets and all matters relevant thereto, including, without limitation, all of Seller's books and records. Seller shall cooperate with any such investigations, inspections, or studies made by or at Purchaser's direction.

1.4 Termination of Acquisition. If, on or before the Closing, Purchaser gives Seller written notice setting forth Purchaser's dissatisfaction with the Assets for any reason whatsoever, then the Notice shall be deemed withdrawn and Purchaser shall continue to have all of its rights and remedies as set forth herein and in the Declaration.

2. CLOSING

2.1 Purchase and Sale. After Purchaser exercises the Option, Seller shall sell, convey, transfer and deliver to Purchaser at the Asset Closing, all of Seller's right, title and interest in and to all of the Assets, free and clear of any and all liens, security interests, claims, royalties, charges, encumbrances and rights of others whatsoever.

2.2 Closing. The closing of the transactions contemplated hereby (the "Asset Closing") shall occur at a time and place mutually acceptable to the parties on or before the later of (i) the date which is ninety (90) days after the date of the Notice, or (ii) sixty (60) days after the date of determination of the Asset Fair Market Value (the "Asset Closing Date"). Notwithstanding the foregoing, the Asset Closing Date may be extended by Purchaser for such period of time as is reasonably required to satisfy or eliminate any protest or other proceeding filed in connection with the acquisition of the Assets or the relocation or creation of a dealership to whom the Assets are intended to be assigned. At the Asset Closing, the parties shall (as applicable):

(a) execute and deliver a Bill of Sale and Assignment Agreement (the "Bill of Sale") in substantially the form attached hereto as Schedule 2;

(b) terminate all of the Dealer Agreements and release Purchaser and its Affiliates from all duties, liabilities and obligations thereunder pursuant to an agreement reasonably acceptable to Purchaser, all without any additional payment or compensation from Purchaser or its Affiliates;

(c) deliver the Purchase Price;

(d) deliver authorizing corporate / manager / member minutes of Seller; and

(e) take such other actions and execute and deliver such other instruments, documents and certificates as may be reasonably requested by any party in connection with the consummation of the transactions contemplated herein.

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2.3 Allocation of Purchase Price. The Purchase Price shall be allocated by Purchaser to the Assets at the Asset Closing.

2.4 Limitation. Purchaser shall not, by virtue of its purchase of the Assets or any provision of the Declaration, assume or be liable for any liability or obligation of Seller, including, but not limited to, any liability or obligation of Seller relating to the Assets arising, accruing or created prior to the Asset Closing Date ("Seller's Obligations").

3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 Representations and Warranties of Seller. At the Asset Closing, Seller shall represent and warrant to Purchaser as follows:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan. Seller has full power and lawful authority to (i) own and operate its assets, properties and business, (ii) carry on its business as presently conducted, (iii) enter into the Bill of Sale and all other agreements executed in connection with the closing of the Option (the "Related Agreements"), and (iv) consummate the transactions contemplated by the Option, the Bill of Sale and the Related Agreements.

(b) The execution, delivery, and performance of the Bill of Sale and the Related Agreements and the consummation of the transactions contemplated thereby have each been duly authorized by all necessary action on the part of Seller, including member authorization. The Bill of Sale and the Related Agreements each constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar laws affecting creditors generally. Seller's execution, delivery and performance of the Bill of Sale and the Related Agreements does not and will not (i) constitute a breach or violation of Seller's organizational documents, (ii) constitute a breach or violation of any law, rule, regulation, material agreement, indenture, deed of trust, mortgage, loan agreement or any material instrument to which Seller is a party or by which Seller or any of the Assets is bound or affected, (iii) constitute a violation of any order, judgment or decree by which Seller or any of the Assets is bound or affected, or (iv) result in the creation of any lien or charge on any of the Assets.

(c) (i) Seller does not know of any dispute which adversely affects, or may adversely affect, the Assets, (ii) neither Seller nor the Assets are subject to any pending or, to the best of Seller's knowledge, threatened litigation, proceeding or administrative investigation, (iii) to the best of Seller's knowledge, Seller has not violated any federal, state or local law or ordinance or any rule, regulation, order or decree of any governmental agency, court or authority (including, without limitation, occupational health and safety laws and rules or regulations promulgated thereunder) having jurisdiction over it or over any part of its operations or assets, which violation would have an adverse effect on the Assets, and Seller has not received any notice of any such violation, and (iv)

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Seller has maintained all licenses and permits and has filed all registrations, reports and other documents required by local, state and federal authorities and regulating bodies in connection with the Assets where the failure to maintain or file any such items would have an adverse effect on the Assets.

(d) No permit, consent, approval or authorization of, or declaration or notice to, or report or filing with, any governmental or regulatory authority is required in connection with the execution, delivery, or performance of the Bill of Sale or any Related Agreement by Seller or the consummation by Seller of any other transaction contemplated hereby or thereby.

(e) Intentionally Omitted.

(f) Seller is in compliance with all contracts (i) to which it is a party, and (ii) that could have an impact on the transactions contemplated hereby or on the Assets.

3.2 Bulk Sales. Seller will give notice, in compliance with the applicable laws of the State, of the bulk transfer contemplated by this Agreement. In addition, Seller will notify the taxing authorities of the State responsible for the collection of sales and use and other taxes in accordance with applicable tax laws. Seller will furnish Purchaser with evidence, reasonably satisfactory to Purchaser, of Seller's compliance with such bulk transfer and tax laws, including without limitation, copies of all required notices, and Seller's payment of all applicable taxes, at least ten (10) days prior to the Closing Date. In the event that such laws require Purchaser to deliver one or more notices, Seller shall timely provide to Purchaser all information required by Purchaser for performance of its obligations thereunder, including (if applicable), without limitation, delivery to Purchaser of a certified list of all of Seller's creditors and a list of all of Seller's state and federal tax identification numbers.

4. INDEMNIFICATION

4.1 Indemnification of Purchaser. Seller shall indemnify, defend and hold Purchaser, each Affiliate of Purchaser, and their respective members, partners, venturers, directors, officers, stockholders, agents, employees, spouses, legal representatives, successors and assigns), harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) relating or in any way connected to Seller's Obligations.

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SCHEDULE 1

ASSETS

INTANGIBLE ASSETS

1. Customer Lists.

All of Seller's customer lists and records relating to the Existing Model Lines with respect to the General Motors Dealership.

2. Business Records.

All records of Seller with respect to the General Motors Dealership, including, but not limited to, sales journals, repair order files, parts files, perpetual inventory records and all other operating data and records used in connection with the Existing Model Lines with respect to the General Motors Dealership, such as books, records, customer lists, order files, credit histories, supplier information, purchasing records, technical and repair data and manuals, and invoices. Seller shall be permitted to retain possession of the originals of all such records. Seller shall grant Purchaser access to and an opportunity to make photocopies of such originals at all reasonable times following Asset Closing.

3. Goodwill and Other Intangible Assets.

All of Seller's goodwill and other intangible assets relating to the Existing Model Lines with respect to the General Motors Dealership.

4. Miscellaneous Assets.

The right to use the telephone number or numbers used in connection with the Existing Model Lines with respect to the General Motors Dealership immediately prior to the Asset Closing Date.

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SCHEDULE 2

BILL OF SALE

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 20__, by and between ZEIGLER LINCOLNWOOD, LLC, a Michigan limited liability company ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

A. Assignor has agreed to sell and Assignee has agreed to purchase certain of Assignor's assets used by Assignor in connection with or related to its Buick, GMC and Cadillac dealership operation in Lincolnwood, Illinois.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances, or charges of any kind, all of Assignor's right, title, and interest in and to those assets set forth on Schedule A hereto (collectively, the "Assets").

TO HAVE AND TO HOLD all such Assets hereby sold, conveyed, assigned, transferred, and delivered unto Assignee, its successors and assigns, for its and their own use, benefit, and behalf forever.

2. Assumption. Assignee assumes no obligations, liabilities, or debts of Assignor, contingent or otherwise, presently existing or arising after the date hereof.

3. Further Assurances. Assignor and Assignee each covenant and agree that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Assignee or Assignor, as applicable, deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSIGNOR:

ZEIGLER LINCOLNWOOD, LLC, a Michigan limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____, a

By: _____
Name: _____
Title: _____

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SCHEDULE A ("ASSETS")

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EXHIBIT D

FORM OF ENVIRONMENTAL REMEDIATION AGREEMENT

THIS ENVIRONMENTAL REMEDIATION AGREEMENT (this “Agreement”) is made this ___ day of _____, 20___, by and between ZEIGLER LINCOLNWOOD, LLC, a Michigan limited liability company and AJZ-LINCOLNWOOD, LLC, f/k/a AJZ AMHERST, LLC, a New York limited liability company (together, “Declarant”) and GENERAL MOTORS, LLC, a Delaware limited liability company (“Beneficiary”).

RECITALS

A. Declarant and Beneficiary have entered into that certain Declaration of Use Restriction, Right of First Refusal and Option to Purchase and/or Lease dated February __, 2018 (the “Declaration”), pursuant to which Beneficiary has exercised its [option][right of first refusal] to [lease] [acquire fee simple title to] (the “Right to Purchase or Lease”) certain real property [and improvements] described therein (the “Property”) from Declarant. All initially capitalized terms not otherwise defined herein shall have the meanings set forth for such terms in the Declaration.

B. Pursuant to Article 5 of the Declaration, Beneficiary and Declarant are obligated to enter into this Agreement following Beneficiary’s exercise of its Right to Purchase or Lease. Pursuant to the terms of this Agreement, Declarant has agreed to remedy all of the Unsatisfactory Environmental Conditions in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the Declaration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Declarant and Beneficiary hereby agree as follows:

1. Unsatisfactory Environmental Conditions. Beneficiary’s Assessment may disclose the presence of, or there may exist on the Property, (a) underground storage tanks (“USTs”), (b) underground hydraulic lifts and associated reservoirs (“Underground Lifts”), (c) oil/water separators, clarifiers and/or sumps (the “Cleaning Systems”), (d) friable asbestos in damaged condition (the “Damaged Asbestos”), or (e) Hazardous Substances (as hereinafter defined) (i) at levels in excess of those permitted under applicable Environmental Laws (as hereinafter defined), (ii) present in soil and/or groundwater in excess of the more stringent of (A) soil or groundwater action levels in force in the relevant jurisdiction, and (B) one hundred (100) parts per million (“ppm”) of total petroleum hydrocarbons (“TPH”) in soil and one (1) ppm of TPH in groundwater (collectively, the “Standards”) or (iii) that could reasonably give rise to a violation of Environmental Laws (one or more of (e)(i), (e)(ii) or (e)(iii) being herein referred to as the “Contaminants”). The USTs, Underground Lifts, Cleaning Systems, Damaged Asbestos, and Contaminants are collectively referred to herein as the “Unsatisfactory Environmental”

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Conditions.” The term Unsatisfactory Environmental Conditions shall not include any matter existing on the Real Property on the Effective Date, except to the extent that the same may have been disturbed or exacerbated after the Effective Date.

1.1 “Environmental Laws” means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, State or local) now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Property, as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 1801 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*; and any successor statutes and regulations to the foregoing.

1.2 “Hazardous Substances” means (i) all chemicals, materials and substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “contaminants” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls (“PCBs”), and substances and compounds containing PCBs.

2. USTs. Declarant shall, in accordance with all Environmental Laws and Section 7 below, promptly make any required agency notifications with respect to the USTs and shall remove the USTs (and any associated fuel delivery systems or equipment), remediate any and all associated soil and/or groundwater contamination associated with the USTs, and deliver to Beneficiary the appropriate clean closure certifications from the agency with jurisdiction over such USTs.

3. Underground Lifts. Declarant shall, in accordance with the Standards and the provisions of Section 7 below, promptly make any required notifications with respect to Underground Lifts and take all necessary steps to drain, decommission and remove the Underground Lifts identified in the vicinity of such contamination, remediate all of such

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contamination, and repair the floor slabs following the removal of the Underground Lifts to a commercially reasonable condition. Declarant shall submit to Beneficiary confirmation sampling that the contamination associated with such Underground Lifts has been remediated in accordance with the Standards and the provisions of Section 7 below. In connection with any remaining Underground Lifts, Declarant shall (a) promptly flush clean all lines, tanks and subsurface vaults, if present, (b) properly containerize and dispose of off-site all removed materials and rinsate fluids, and (c) remove all surface components of the Underground Lifts and repair and seal the floor slabs as necessary to prevent any materials from entering the subsurface areas surrounding the Underground Lifts and deliver a floor slab to Beneficiary in a commercially reasonable condition.

4. Cleaning Systems. Declarant shall promptly make any required agency notifications and take all necessary steps to repair, or remove and replace, the Cleaning Systems and to remove and dispose of any and all contamination associated with such Cleaning Systems in accordance with the Standards and the provisions of Section 7 below. Declarant shall submit to Beneficiary confirmation sampling that the contamination associated with such Cleaning Systems have been remediated in accordance with the Standards and the provisions of Section 7 below.

5. Damaged Asbestos. Declarant shall promptly make any required agency notifications and take all necessary steps to remove and dispose of the Damaged Asbestos in accordance with the provisions of Section 7 below. Declarant shall submit to Beneficiary evidence, reasonably satisfactory to Beneficiary, of the removal and disposal of such Damaged Asbestos in accordance with the provisions of Section 7 below.

6. Contaminants. Declarant shall promptly make any required agency notifications and take all necessary steps to remediate and dispose of all Contaminants in accordance with the provisions of Section 7 below.

7. Remediation. All of the actions taken by Declarant hereunder ("Declarant's Remediation") shall be performed to Beneficiary's reasonable satisfaction and in accordance with, and shall attain all cleanup standards set forth in, the Standards and all applicable Environmental Laws. Prior to the implementation of Declarant's Remediation and subject to Beneficiary's approval, which approval shall not be unreasonably withheld, Declarant shall provide Beneficiary with the proposed scope of work, a schedule for the completion of Declarant's Remediation, estimated costs to perform Declarant's Remediation, and evidence of Declarant's financial ability to complete Declarant's Remediation. Declarant agrees to provide Beneficiary with copies of all correspondence, notifications, reports, analyses and/or other information Declarant sends to or receives from any applicable agency, or is otherwise developed, in connection with Declarant's Remediation.

8. Post-Closing Remediation. To the extent which, upon Beneficiary's reasonable written approval, Declarant's Remediation occurs subsequent to the Purchase Closing or Lease Closing, as applicable, Declarant shall have the right to enter the Property at all reasonable times as necessary to complete Declarant's Remediation and in a manner which shall not unreasonably interfere with Beneficiary's use of and operations at the Property. As security for Declarant's obligation to complete Declarant's Remediation subsequent to the Closing and in accordance

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with a time schedule acceptable to Beneficiary, Declarant and Beneficiary agree that a portion of the Purchase Price equal to one hundred twenty-five percent (125%) of the estimated cost of Declarant's Remediation ("Remediation Funds") shall be withheld by Beneficiary until the completion of Declarant's Remediation in accordance with this Agreement. In the event Declarant fails to complete Declarant's Remediation within seventy-five (75) days after the date of Closing, or fails to diligently pursue Declarant's Remediation to completion, upon five (5) days' notice to Declarant, Beneficiary shall have the option, but not the obligation, to complete Declarant's Remediation, and use the Remediation Funds for such purpose and to pay for Beneficiary's costs and expenses, including, without limitation, attorneys' fees, administrative costs, consultants' fees and other direct or incidental costs, incurred or suffered by Beneficiary as a result of Declarant's failure to perform its obligations hereunder.

9. Indemnification. Declarant covenants and agrees to indemnify, defend and hold Beneficiary, its Affiliates and their respective members, partners, venturers, directors, officers, stockholders, agents, employees, spouses, legal representatives, successors and assigns harmless from and against any and all liabilities, claims, judgments, damages, penalties, fines, losses, expenses, causes of action or costs (including, without limitation, reasonable attorneys' fees and costs) arising in connection with (a) any Unsatisfactory Environmental Condition, (b) any conditions of contamination at, on or emanating from or onto the Property not caused by Beneficiary's operations at the Property, (c) the operation of Declarant's business, (d) the performance of Declarant's Remediation, (e) any disposal, arrangement for disposal, or release of Hazardous Substances at any location other than the Property or (f) the breach by Declarant of any of its representations, warranties or covenants contained in this Agreement.

10. Construction. As used in this Agreement, the singular shall include the plural and any gender shall include all genders as the context requires.

11. Further Assurances. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

12. Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement and the Declaration contain the entire agreement between the parties relating to the remediation of the Unsatisfactory Environmental Conditions at the Property. All prior negotiations between the parties are merged in this Agreement and the Declaration; and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein and in the Declaration.

13. Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing and the termination of this Agreement, and shall remain fully enforceable thereafter.

14. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

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15. Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with Federal Express or a similar overnight courier service, delivery charges paid, addressed as follows:

If to Declarant: AJZ-Lincolnwood, LLC f/k/a AJZ Amherst, LLC
4201 Stadium Drive
Kalamazoo, MI 49008
Attention: Aaron J. Zeigler

Zeigler Lincolnwood, LLC
4201 Stadium Drive
Kalamazoo, MI 49008
Attention: Aaron J. Zeigler

with a copy to: Vanum, LLP
Bridgewater Place, P.O. Box 352
Grand Rapids, MI 49501-0352
Attention: Peter G. Roth

If to Beneficiary: General Motors LLC
Mail Code 482-A16-C66
100 Renaissance Center
Detroit, Michigan 48265
Attention: DNPI North Central Regional Director

with a copy to: Argonaut Holdings LLC
Retail Real Estate
Mail Code 482-C19-GRE
300 Renaissance Center
Detroit, Michigan 48265
Attention: President

with a copy to: General Motors LLC
GM Legal Staff
Mail Code 482-C23-D24
300 Renaissance Center
Detroit, Michigan 48265
Attention: Kevin Plumstead, Esq.

Any address or telecopy number fixed pursuant to the foregoing may be changed by the addressee by notice given pursuant to this Section 15.

16. Headings. The headings of Articles and Sections of this Agreement are for purposes of convenience and reference and shall not be construed as modifying the Articles or Sections in which they appear.

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17. Assignment. Beneficiary may assign this Agreement without the consent of Declarant. Any assignee shall assume all obligations imposed on Beneficiary as if the assignee were the original Beneficiary in this Agreement. Upon any such assignment and assumption, Beneficiary shall be released from all liability hereunder.

18. Successors and Assigns. Subject to Section 17, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

19. Attorneys' Fees. If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

20. Severability. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date(s) set forth below, but as of the date first above written.

DECLARANT:

ZEIGLER LINCOLNWOOD, LLC, a Michigan limited liability company

By: _____

Name: Aaron J. Zeigler

Title: Manager

Date: _____, 20__

AJZ-LINCOLNWOOD, LLC, f/k/a AJZ AMHERST, LLC, a New York limited liability company

By: _____

Name: Aaron J. Zeigler

Title: Manager

Date: _____, 20__

BENEFICIARY:

GENERAL MOTORS LLC, a Delaware limited liability company

Date: _____, 20__

By: _____

Title: _____

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EXHIBIT E

CLOSING OF PURCHASE OF REAL PROPERTY

[CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS SET FORTH FOR SUCH TERMS IN THE DECLARATION OF USE RESTRICTION, RIGHT OF FIRST REFUSAL, AND OPTION TO PURCHASE AND/OR LEASE TO WHICH THIS EXHIBIT IS ATTACHED]

1. CLOSING OF PURCHASE.

1.1 The closing of the purchase and sale of the Real Property, either pursuant to Beneficiary's exercise of its right of first refusal to purchase under Section 5.1 of the Declaration or its option to purchase under Section 5.2 of the Declaration (the "Purchase Closing"), will occur at a location selected by Beneficiary in the State of Illinois. The date of closing of such purchase (the "Purchase Closing Date") shall occur (A) in the case of Beneficiary's exercise of its right of first refusal, on the later of (i) the date set forth in the Proposed Transfer Contract, or (ii) the date ninety (90) days after Beneficiary has delivered to Declarant the RFR Exercise Notice; or (B) in the case of Beneficiary's exercise of its option to purchase, on the date selected by Beneficiary that is at least fifteen (15) days after (and that is not more than ninety (90) days after) the date upon which the Option Purchase Price is determined, in any case subject to any extension relating to the remediation of any environmental matters as set forth herein. The Closing of the purchase of an Ownership Interest shall occur pursuant to the terms of the Proposed Transfer Contract and of a Real Property Interest, pursuant to the following terms:

(a) Declarant's Deliveries at the Purchase Closing. At the Purchase Closing, Declarant shall deliver the following, or cause the following to be delivered, to Beneficiary:

(i) Deed. Declarant shall execute and deliver to Beneficiary a Special Warranty Deed to the Real Property. The Deed shall convey to Beneficiary fee simple title to the Real Property, subject only to the title exceptions set forth in Exhibit H attached to the Declaration and incorporated herein by this reference and such additional exceptions as Beneficiary has approved in writing in its sole discretion

(ii) Title Insurance Policy. Declarant shall cause the Title Company to issue or unconditionally commit to issue the Owner's Policy to Beneficiary. The "Owner's Policy" means a then-current form of ALTA Owner's Extended Coverage Title Insurance Policy in the amount of the purchase price set forth in the Proposed Transfer Contract (in the case of Beneficiary's exercise of its right of first refusal) or in the amount of the Option Purchase Price (in the case of Beneficiary's exercise of its option to purchase), showing title to the Real Property to be vested in Beneficiary as insured, subject only to the title exceptions set forth in Exhibit H attached to the Declaration and incorporated herein by this reference and such additional exceptions as Beneficiary has approved in writing in its sole discretion. The Owner's Policy shall affirmatively insure the accuracy of the Survey, shall contain an endorsement waiving standard printed exceptions

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referring to matters of survey and mechanics' or materialmen's liens, and shall contain such other endorsements as Beneficiary may reasonably request.

(iii) Affidavit. Declarant shall execute and deliver to Beneficiary and the Title Company an affidavit that evidences that Declarant is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder ("Code"). In the event Declarant is a foreign person or entity that is not permitted or able to meet any of the exceptions set forth in Section 1445 of the Code, Beneficiary shall be entitled to withhold from the purchase price all tax required by Section 1445 of the Code.

(iv) Assignment. Declarant shall execute and deliver to Beneficiary an assignment, in form satisfactory to Beneficiary, of all of Declarant's right, title and interest in and to any Contracts selected by Beneficiary for assignment, warranties, licenses, permits, and other intangible personalty relating to the Real Property and shall deliver to Beneficiary the originals or certified copies thereof.

(v) Title Documents. Declarant shall execute and deliver to the Title Company such agreements or statements concerning parties in possession of the Real Property or claims for mechanic's liens as may be required by the Title Company in order to issue the Owner's Policy.

(vi) Additional Documents. Declarant and Beneficiary shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction contemplated in the Purchase Closing and to carry out the intent and purposes of the Declaration.

(vii) Plans. Immediately after the Purchase Closing, Declarant shall deliver to Beneficiary all master keys to all improvements on the Real Property, the originals of all plans in Declarant's possession or control and all other materials of whatever kind owned by Declarant relating to the design, construction, development, ownership, maintenance and operation of the Real Property and the same shall become the property of Beneficiary.

(b) Closing Adjustments. The cash due from Beneficiary to Declarant at the Purchase Closing shall be subject to adjustment as of the Purchase Closing Date in accordance with the following provisions:

(i) Taxes. Real and personal property taxes on the Real Property for the year of the Purchase Closing shall be prorated to the Purchase Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed a final settlement between the parties. At or before the Purchase Closing, Declarant shall pay all real property taxes on the Real Property for years prior to the year of the Purchase Closing, and shall pay the full amount of all outstanding special assessments against any of the Real Property.

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(ii) Utilities. To the extent possible, the parties shall cause all utility meters to be read on the day preceding the Purchase Closing Date. Declarant shall be responsible for the payment of all utility charges incurred prior to the Purchase Closing Date. Declarant shall escrow with the Title Company an amount sufficient to pay Declarant's final water and sewer bill if the Title Company so requires in order to issue the Owner's Policy. If any utility meters cannot be read on the day prior to the Purchase Closing Date, the parties shall pay the bills therefor in accordance with Section 1.1(d) below. Declarant shall not receive credit for security deposits, if any, posted with utility companies, and Declarant may seek return thereof following the Purchase Closing.

(iii) Contracts. Amounts due or prepaid under any of the Contracts assigned to Beneficiary hereunder shall be prorated as of the Purchase Closing Date.

(iv) Liens and Encumbrances. The amount of any monetary encumbrance, including the amounts secured by any Mortgage or other lien then affecting the Real Property, shall be paid from the funds to which Declarant shall otherwise be entitled. If such funds are insufficient to pay all such encumbrances, Declarant shall pay the deficiency.

(v) Closing Costs. Declarant shall pay the premium for the Owner's Policy, all transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Real Property, one-half of the Title Company's escrow or settlement fees, and Declarant's other customary closing costs. Beneficiary shall pay for recording Declarant's deed, one-half of Title Company's escrow or settlement fees, and Beneficiary's other customary closing costs.

(c) Settlement Statement. At the Purchase Closing, Declarant and Beneficiary shall execute a closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Declaration.

(d) Post-Closing Adjustments. Except as expressly herein provided, Declarant shall be entitled to all income, and shall pay all costs, relating to the operation of the Real Property for the period prior to the Purchase Closing Date, and Beneficiary shall be entitled to all income, and shall pay all costs, relating to the operation of the Real Property for the period commencing on the Purchase Closing Date. Beneficiary and Declarant shall undertake, following the Purchase Closing, to adjust between themselves, as of the Purchase Closing Date, any income or costs of the Real Property that are not adjusted on the settlement statement. Declarant shall pay promptly upon receipt any bills relating to the operation of the Real Property for periods prior to Purchase Closing.

(e) Exchange. Declarant agrees to cooperate with Beneficiary for purposes of effecting and structuring, in conjunction with the sale of the Real Property, for the benefit of Beneficiary, a like-kind exchange of real property, whether simultaneous or a deferred exchange, pursuant to Section 1031 of the Code. Declarant specifically agrees to execute such documents and instruments as are reasonably necessary to implement such an

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exchange. Beneficiary shall be solely responsible for assuring that the structure of any proposed exchange is effective for Beneficiary's tax purposes. Furthermore, Declarant specifically agrees that Beneficiary may assign this Agreement and any of its rights or obligations hereunder, in whole or in part, as necessary or appropriate in furtherance of effectuating a Section 1031 like-kind exchange for the Real Property, provided that such assignment shall not serve to relieve Beneficiary of any liability for Purchaser's obligations hereunder.

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EXHIBIT F

CLOSING OF LEASE OF REAL PROPERTY

[CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS SET FORTH FOR SUCH TERMS IN THE DECLARATION OF USE RESTRICTION, RIGHT OF FIRST REFUSAL, AND OPTION TO PURCHASE AND/OR LEASE TO WHICH THIS EXHIBIT IS ATTACHED]

1. Closing of Beneficiary's Lease.

1.1 The closing of Beneficiary's lease of the Real Property, either pursuant to Beneficiary's exercise of its right of first refusal to lease under Section 5.1 of the Declaration or its option to lease under Section 5.3 of the Declaration (the "Lease Closing") will occur at a location selected by Beneficiary in the State. The date of the Lease Closing (the "Lease Closing Date") shall occur (A) in the case of Beneficiary's exercise of its right of first refusal, on the later of (i) the date set forth in the Proposed Transfer Contract, or (ii) the date ninety (90) days after Beneficiary has delivered to Declarant the RFR Exercise Notice; or (B) in the case of Beneficiary's exercise of its option to lease, on the date selected by Beneficiary that is at least fifteen (15) days after (and which is not more than ninety (90) days after) the date after which Beneficiary has delivered to Declarant the Lease Option Exercise Notice, subject to any extension relating to the remediation of any environmental matters as set forth herein.

(a) Declarant's Delivery at the Lease Closing. At the Lease Closing, Declarant shall deliver the following to Beneficiary:

- (i) Lease. Declarant shall execute and deliver the Lease.
- (ii) Lease Memorandum. Declarant shall execute and deliver a recordable memorandum of lease (the "Lease Memorandum") evidencing the Lease and sufficient in form to permit the Title Company to issue the Leasehold Policy (as hereinafter defined).
- (iii) Subordination, Non-Disturbance and Attornment Agreements. Declarant shall deliver a Subordination, Non-Disturbance and Attornment Agreement, in form satisfactory to Beneficiary, executed by Declarant and each holder of mortgages, deeds of trust, deeds to secure debt, or other like instruments encumbering the Real Property as of the Lease Closing Date (each, a "SNDA"). Each SNDA shall be in recordable form.
- (iv) Title Insurance Policy. Declarant shall cause the Title Company to issue or unconditionally commit to issue a title policy insuring Beneficiary's interest in the Real Property, satisfactory to Beneficiary in its absolute discretion, subject only to the title exceptions set forth in Exhibit H to the Declaration and such additional exceptions as Beneficiary approves in writing in its sole discretion (the "Leasehold Policy"). The Leasehold Policy must affirmatively insure the accuracy of the Survey, must contain an endorsement waiving standard printed

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exceptions referring to matters of survey and mechanics' or materialmen's liens, and shall contain such other endorsements as Beneficiary may reasonably request.

(v) Title Documents. Declarant shall execute and deliver to the Title Company such agreements or statements concerning parties in possession of the Real Property or claims for mechanic's liens as may be required by the Title Company in order to issue the Leasehold Policy.

(vi) Declaration. Declarant and Beneficiary shall execute, acknowledge and deliver a termination of the Declaration in form reasonably satisfactory to each.

(vii) Additional Documents. Declarant and Beneficiary shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all other instruments and documents as may be reasonably necessary in order to complete the transaction contemplated in the Lease Closing and to carry out the intent and purposes of the Declaration.

(b) Closing Adjustments. The rent due under the Lease shall be subject to adjustment as of the Lease Closing Date in accordance with the following provisions:

(i) Taxes. Real and personal property taxes on the Real Property for the year of the Lease Closing shall be prorated to the Lease Closing Date based on the most recent assessed valuations and mill levy available, which proration shall be deemed an interim settlement between the parties, with final settlement and adjustment to occur upon issuance of final tax bills for the year of the Lease Closing. At or before the Lease Closing, Declarant shall pay all real property taxes on the Real Property for years prior to the year of the Lease Closing, and shall pay the full amount of all outstanding special assessments against any of the Real Property.

(ii) Utilities. To the extent possible, the parties shall cause all utility meters to be read on the day preceding the Lease Closing Date. Declarant shall be responsible for the payment of all utility charges incurred prior to the Lease Closing Date. Declarant shall escrow with the Title Company an amount sufficient to pay Declarant's final water and sewer bill if the Title Company so requires in order to issue the Leasehold Policy. If any utility meters cannot be read on the day prior to the Lease Closing Date, the parties shall pay the bills therefor in accordance with Section 1.1(d) below. Declarant shall not receive credit for security deposits, if any, posted with utility companies, and Declarant may seek return thereof following the Lease Closing.

(iii) Closing Costs. Declarant shall pay the premium for the Leasehold Policy, all transfer taxes, the cost of recording any instruments required to discharge any liens or encumbrances against the Real Property, one-half of the Title Company's escrow or settlement fees, and Declarant's other customary closing costs. Beneficiary shall pay for recording the Lease Memorandum and all

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SNDA's, one-half of the Title Company's escrow or settlement fees, and Beneficiary's other customary closing costs.

(c) Settlement Statement. At the Lease Closing, Declarant and Beneficiary shall execute a closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in the Declaration.

(d) Post-Closing Adjustments. Except as expressly herein provided, Declarant shall be entitled to all income, and shall pay all costs, relating to the operation of the Real Property for the period prior to the Lease Closing Date, and Beneficiary shall be entitled to all income, and shall pay all costs, relating to the operation of the Real Property for the period commencing on the Lease Closing Date and continuing through the term of the Lease, as applicable. Beneficiary and Declarant shall undertake, following the Lease Closing, to adjust between themselves, as of the Lease Closing Date, any income or costs of the Real Property that are not adjusted on the settlement statement. Declarant shall pay promptly upon receipt any bills relating to the operation of the Real Property for periods prior to Lease Closing.

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EXHIBIT G

TERMS OF LEASE

[CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS SET FORTH FOR SUCH TERMS IN THE DECLARATION OF USE RESTRICTION, RIGHT OF FIRST REFUSAL, AND OPTION TO PURCHASE AND/OR LEASE TO WHICH THIS EXHIBIT IS ATTACHED (THE "DECLARATION")]

The terms of the Lease shall include, among others, the following:

1. The tenant under the Lease shall Argonaut Holdings LLC, a Delaware limited liability company, or a Designated Party ("Tenant"). The landlord under the Lease shall be Owner, or the party who owns the fee simple estate in the Real Property ("Landlord").

2. The term of the Lease shall commence as of the Lease Closing Date and shall terminate as of the termination of the Effective Period of the Declaration. Alternatively, if elected by Tenant in its sole discretion, the term of the Lease may be for any shorter period, with one or more options to renew the Lease for a total term not to extend beyond the termination of the Effective Period of the Declaration. If the term of the Lease will terminate prior to the termination of the Effective Period of the Declaration, the Declaration will be terminated as of the Lease Closing Date.

3. Base rent for the first five (5) years of the Lease term (or for the entire Lease term if such term is less than five (5) years) shall equal "Fair Market Basic Rent," determined pursuant to the terms of the Declaration. If the Lease term (whether the initial term or the initial term plus any extensions or renewal thereof) exceeds five (5) years, then the initial five (5) years of the Lease term shall be the "Initial Rental Period" and each five (5) year period thereafter throughout the Lease term shall be a "Subsequent Rental Period." The monthly rent due under the Lease for the first Subsequent Rental Period, if any, shall equal one hundred ten percent (110%) of the monthly rent payable during the Initial Rental Period, and the monthly rent for each Subsequent Rental Period thereafter, if any, shall equal one hundred ten percent (110%) of the monthly rent payable during the immediately preceding Subsequent Rental Period. Notwithstanding the foregoing to the contrary, monthly rent will be reduced as provided in Section 5.3(e) of the Declaration.

4. Tenant may make any alterations to the Real Property at any time without Landlord's consent.

5. Subject to Paragraphs 8-10 below, Tenant shall be responsible for all routine repair and maintenance of the Real Property, excluding (a) repairs and maintenance necessitated by acts or negligence of Landlord or Landlord's employees, agents or representatives, or (b) structural repairs or maintenance.

6. Tenant shall be responsible for all real estate taxes, insurance, and utilities. Tenant may self-insure, but no subtenant or assignee may self-insure without Landlord's consent.

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7. Tenant shall have the sole right to collect, contest, settle, compromise, or negotiate all claims under any insurance policies held by Tenant pursuant to the Lease.

8. Except as set forth herein, in the event of fire or other casualty (a "Casualty"), Landlord shall be solely responsible for reconstruction of the improvements in accordance with the terms set forth in Paragraph 10 below. If the Real Property is damaged by a Casualty so as to render the Real Property unfit for use as an automobile sales and service facility (in Tenant's sole judgment), Tenant may terminate the Lease within ninety (90) days upon written notice to Landlord.

9. Except as set forth herein, in the event of a taking by eminent domain or condemnation (a "Taking"), Landlord shall be solely responsible for reconstruction of the improvements in accordance with the terms set forth in Paragraph 10 below. If a Taking occurs during the term that materially reduces the fair market value of the Real Property or renders the Real Property unfit for use as an automobile sales and service facility (in Tenant's sole judgment), Tenant may terminate the Lease within ninety (90) days upon written notice to Landlord.

10. In the event of a Casualty or Taking, Landlord shall be solely responsible for the reconstruction of the improvements provided, however, that Tenant must consent to all architects, contracts, contractors, plans and specifications, which consent may not be unreasonably withheld. If the proceeds of insurance resulting from a Casualty or the award resulting from a Taking, in both cases net of Tenant's costs in collecting, contesting, settling, or obtaining such proceeds or award (the "Net Proceeds"), are less than \$50,000, and Landlord is not in default under the Lease, Tenant shall deliver the Net Proceeds to Landlord. If the Net Proceeds are equal to or greater than \$50,000, then Tenant shall hold the Net Proceeds in a restoration fund to be disbursed in accordance with the following conditions:

(a) Tenant is provided with bonds and mechanics' lien insurance (if available) and other reasonable assurances that Landlord shall satisfactorily complete and pay for the restoration;

(b) Landlord is not in default with respect to any provision of the Lease; and

(c) Tenant shall make disbursements to Landlord or Landlord's designee from time to time in an amount not exceeding the cost of the work performed since the last disbursement upon satisfactory evidence of such costs and verification that the amounts disbursed are represented by work that is completed, in place and free and clear of mechanics' and materialmen's lien claims.

11. Tenant may, without Landlord's consent, assign its interest under the Lease to any Affiliate of GM, and may, without Landlord's consent, sublet all or any portion or portions of the Real Property, or grant licenses, concessions or other possessory interests in all or any portion of the Real Property upon any terms that Tenant deems appropriate.

12. Tenant shall have the option, throughout the Lease term, to terminate the Lease without penalty upon sixty (60) days' written notice to Landlord for any reason or for no reason whatsoever, provided that, if Tenant terminates the Lease other than as a result of a breach or

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default by Landlord, GM shall, concurrently with such termination, either exercise its option to purchase the Real Property as set forth in Section 5.2 of the Declaration, or terminate the Declaration.

13. Tenant shall have the right to perform Landlord's covenants, including payment of any amount due on any note secured by an interest in the Real Property. All such amounts shall be subject to reimbursement from Landlord, with interest at the lesser of (a) eighteen percent (18%); or (b) the maximum non-usurious interest rate allowed in the jurisdiction in which the Real Property is located.

14. Tenant shall have a right of first refusal if Landlord enters into a bona fide contract for the sale, transfer, assignment or conveyance of the Real Property or any part thereof.

15. The Beneficiary (as such term is defined in the Declaration) shall have all rights and remedies set forth in the Declaration, including, but not limited to, its right to purchase the Real Property in accordance with Section 5.2 of the Declaration.

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EXHIBIT H

TITLE EXCEPTIONS

1. AD VALOREM TAXES FOR THE YEAR 2018 NOT YET DUE OR PAYABLE.
2. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY SUCH COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS), RELATING IN PART TO ASSOCIATION, ASSESSMENTS AND LIEN THEREFOR, CONTAINED IN THE DOCUMENT RECORDED MAY 30, 1989 AS DOCUMENT 89242443, AS AMENDED BY AMENDMENTS RECORDED MAY 1, 1990 AS DOCUMENT 90199011, JULY 18, 2002 AS DOCUMENT 0020788581 AND MAY 23, 2008 AS DOCUMENT 0814433151.

NOTE: EASEMENT FOR SIGN PURPOSES ON THE NORTHEAST CORNER OF THE LAND 10 FEET BY 10 FEET, AS SHOWN ON PLAT OF SUBDIVISION AND AS AFFECTED BY THE AMENDMENT TO DECLARATION RECORDED MAY 1, 1990 AS DOCUMENT 901999011.

(AFFECTS THE LAND AND OTHER PROPERTY)

3. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE AGREEMENT BY AND BETWEEN THE VILLAGE OF LINCOLNWOOD AND LINCOLNWOOD ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, RECORDED MAY 31, 1989 AS DOCUMENT 89242442.

(AFFECTS THE LAND AND OTHER PROPERTY)

4. EASEMENT OVER THE SOUTH 5 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 33 FEET) IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND OTHER PROPERTY CREATED BY GRANT FROM BELL AND HOWELL COMPANY TO THE COMMONWEALTH EDISON COMPANY DATED APRIL 27, 1954 AND RECORDED MAY 19, 1954 AS DOCUMENT 15911197 TO ENTER UPON SAID PREMISES TO SUSPEND EQUIPMENT AND TRIM OR REMOVE SUCH TREES, BUSHES AND SAPLINGS AS MAY BE REASONABLY REQUIRED.

(AFFECTS PARCEL 1 AND OTHER PROPERTY)

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5. GRANT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, TO LAY, CONSTRUCT, MAINTAIN AND REPAIR WATER MAINS AND SANITARY AND STORM SEWERS, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED SEPTEMBER 1, 1953 AS DOCUMENT 15720356 AND 15720357.

(AFFECTS THE EAST 13 FEET OF THE WEST 33 FEET OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 628 FEET THEREOF) AND THE EAST 13 FEET OF THE WEST 33 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID NORTHEAST 1/4 OF SECTION 35; AND THE SOUTH 15 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 660 FEET AND THE WEST 33 FEET THEREOF IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS)

(AFFECTS PARCEL 1 AND OTHER PROPERTY)

6. EASEMENT AND RIGHT OF WAY FOR THE CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF A RAILROAD SWITCH OR SPUR TRACK FACILITY CREATED BY WARRANTY DEED FROM DITTO, INC., TO THE PRUDENTIAL INSURANCE COMPANY OF AMERICA DATED SEPTEMBER 5, 1956 AND RECORDED SEPTEMBER 12, 1956 AS DOCUMENT 16696145 ACROSS, OVER AND UPON THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 AFORESAID AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 18 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE A DISTANCE OF 529.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEXED TO THE NORTHEAST HAVING A RADIUS OF 420.59 FEET A DISTANCE OF 70.46 FEET; THENCE CONTINUING SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 29.87 FEET TO ITS INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AT A POINT 691.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 19.71 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE PARALLEL WITH AND 18 FEET DISTANT FROM THE LAST DESCRIBED LINE A DISTANCE OF 24.77 FEET; THENCE CONTINUING NORTHWESTERLY ON A CURVED LINE CONVEXED NORTHEASTERLY AND CONCENTRIC WITH THE LAST DESCRIBED CURVED LINE HAVING A RADIUS OF 438.59 FEET A DISTANCE OF 73.47 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE

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OF 541.79 FEET TO THE POINT OF BEGINNING; AND THE COVENANTS AND CONDITIONS THEREIN CONTAINED.

7. RIGHTS OF THE VILLAGE OF LINCOLNWOOD IN AND TO A STRIP OF LAND 40 FEET WIDE, BEING 20 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF THE NORTHEAST 1/4 OF SECTION 35 AFORESAID, AT THE NORTHERLY LINE OF PRATT AVENUE, THENCE NORTHERLY ALONG SAID NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 TO THE SOUTHERLY LINE OF TOUHY AVENUE, AS CONDEMNED FOR CONSTRUCTION OF A STORM SEWER IN CASE 62567, CIRCUIT COURT COOK COUNTY, ILLINOIS.
8. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, ITS DESIGNATED APPRAISERS, ENGINEERS, ARCHITECTS, CONTRACTORS, CONSULTANTS AND OTHER AGENTS AND REPRESENTATIVES, FOR THE PURPOSE OF PLANNING AND EXECUTING CERTAIN RESTORATION, AS GRANTED IN THE CONSTRUCTION EASEMENT AGREEMENT RECORDED MARCH 27, 2003 AS DOCUMENT 0030411355, AND THE TERMS AND PROVISIONS RELATING THERETO.

(AFFECTS PARCEL 1)

9. STORM SEWER EASEMENT IN FAVOR OF VILLAGE OF LINCOLNWOOD, AN ILLINOIS MUNICIPAL CORPORATION, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED DECEMBER 29, 2005 AS DOCUMENT NO. 0536310078.

ORDINANCE NO. 2005-2695 BY THE VILLAGE OF LINCOLNWOOD AUTHORIZING THE ACCEPTANCE OF SAID EASEMENT, A COPY OF WHICH WAS RECORDED DECEMBER 29, 2005 AS DOCUMENT 0536310079

(AFFECTS A PORTION OF PARCEL 1 AS MORE FULLY DESCRIBED IN EXHIBIT 'C' AND DEPICTED ON EXHIBIT 'B' ATTACHED THERETO)

10. EASEMENT IN FAVOR OF NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FOR INGRESS AND EGRESS PURPOSES AND FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A FIBER-OPTIC CABLE OVER, THROUGH, UNDER, IN AND ALONG A PORTION OF THE LAND, AND THE PROVISIONS RELATING

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THERETO CONTAINED IN THE GRANT RECORDED SEPTEMBER 24, 2014 AS DOCUMENT NO. 1426749053.

(AFFECTS A PORTION OF PARCEL 1 AS DESCRIBED ON EXHIBIT 'B' AND AS DEPICTED ON EXHIBIT 'C' ATTACHED THERETO)

11. COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT BY AND BETWEEN SIMON PROPERTY GROUP (ILLINOIS, L.P.), AN ILLINOIS LIMITED PARTNERSHIP AND RED GARDEN, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY, RECORDED MARCH 6, 2001 AS DOCUMENT 0010171860.

(AFFECTS THE LAND AND OTHER PROPERTY)

12. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE PLAT OF EASEMENT RECORDED MARCH 8, 1989 AS DOCUMENT NO. 89102528.

(AFFECTS THE LAND AND OTHER PROPERTY, REFERENCE IS MADE TO SAID PLAT FOR EXACT LOCATIONS)

13. ENCROACHMENT OF BUILDINGS OVER THE EASEMENTS NOTED ABOVE AND RECORDED AS DOCUMENTS 12980880, 15720357 AND 22599243, AND DEPICTED ON SURVEY 861823 "R" PREPARED BY JAMES, SCHAEFFER AND SCHIMMING INC., AS DISCLOSED IN THE SPECIAL WARRANTY DEED RECORDED AS DOCUMENT 86314067 MADE BY BELL & HOWELL COMPANY, A CORPORATION OF DELAWARE, TO SIMON-LINCOLNWOOD INC., A CORPORATION OF INDIANA.

14. EASEMENTS FOR STORM SEWER, SANITARY SEWER AND WATER AS DISCLOSED BY SURVEY MADE BY JOSEPH A. SCHUDT & ASSOCIATES, DATED FEBRUARY 28, 1996, REVISED APRIL 16, 1990, PROJECT NUMBER 8626-229, AS DISCLOSED BY DEED RECORDED AS DOCUMENT 90199012.

(AFFECTS PARCEL 1)

15. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, ITS DESIGNATED APPRAISERS, ENGINEERS, ARCHITECTS, CONTRACTORS, CONSULTANTS AND OTHER AGENTS AND REPRESENTATIVES, FOR THE PURPOSE OF PLANNING AND EXECUTING CERTAIN RESTORATION, AS GRANTED IN THE CONSTRUCTION EASEMENT AGREEMENT RECORDED MARCH 27, 2003 AS DOCUMENT 0030411357, AND THE TERMS AND PROVISIONS RELATING THERETO.

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(AFFECTS PARCEL 2)

16. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED MARCH 27, 2003 AS DOCUMENT NO. 0030411358.

(AFFECTS THE NORTH 10 FEET OF THE SOUTH 70 FEET, PERPENDICULAR MEASURE) OF LOT 3A)

(AFFECTS PARCEL 2)

17. COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT BY AND BETWEEN SIMON PROPERTY GROUP, L.P., A DELAWARE LIMITED PARTNERSHIP D/B/A SIMON REAL ESTATE GROUP LIMITED PARTNERSHIP AND SUCCESS NATIONAL BANK, RECORDED SEPTEMBER 28, 1994 AS DOCUMENT 94843441.

(AFFECTS THE LAND AND OTHER PROPERTY)

18. ORDINANCE NO. Z2002-147 AMENDING ORDINANCE NO. 88-1801 TO ALLOW FOR A CHANGE IN USE OF THE EASTERN PORTIONS OF LOT 3B AND LOT 3C OF THE LINCOLNWOOD TOWN CENTER PLANNED UNITED DEVELOPMENT TO ALLOW THE PROPERTY TO BE USED FOR THE OUTDOOR STORAGE OF VEHICLES BY GROSSPROPS ASSOCIATES L.L.C., A COPY OF WHICH WAS RECORDED JANUARY 16, 2003 AS DOCUMENT 0030079651, AND THE TERMS AND PROVISIONS RELATING THERETO.

(AFFECTS PARCEL 3)

19. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, ITS DESIGNATED APPRAISERS, ENGINEERS, ARCHITECTS, CONTRACTORS, CONSULTANTS AND OTHER AGENTS AND REPRESENTATIVES, FOR THE PURPOSE OF PLANNING AND EXECUTING CERTAIN RESTORATION, AS GRANTED IN THE CONSTRUCTION EASEMENT AGREEMENT RECORDED MARCH 27, 2003 AS DOCUMENT 0030411367, AND THE TERMS AND PROVISIONS RELATING THERETO.

(AFFECTS PARCEL 3)

20. EASEMENT IN FAVOR OF THE VILLAGE OF LINCOLNWOOD, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING

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THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED MARCH 27, 2003 AS DOCUMENT NO. 0030411368.

(AFFECTS THAT PART OF PARCEL 3 FALLING WITHIN THE NORTH 10 FEET OF THE SOUTH 70 FEET, PERPENDICULAR MEASURE, OF LOT 3B)

21. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 4 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

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