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OPTION

91486385

THIS OPTION is hereby given and granted this 4th day of June, 1991 by Heritage Trust Co. as Trustee for Trust #883326 having an address of 17500 N. Oak Park Ave. Winley Park, IL 60477 to CHRYSLER REALTY CORPORATION having an address of 1450 West Long Lake Road, Suite 280, Troy, MI 48098 ("Optionee").

WITNESSETH:

WHEREAS, Optionor is the owner of certain real property ("premises") as described c Exhibit "A", a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Optionor desires to grant to Optionee the exclusive option to purchase or to lease the premises upon the occurrence of a certain event;

NOW THEREFORE, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Optionor does hereby give and grant to Optionee the following rights and options upon the terms and conditions herein stated:

- 1. Optionee shall have the exclusive option to purchase or to lease the premises should the premises cease to be occupied by an authorized dealer for Chrysler Corporation products under a Direct Dealer Agreement with Chrysler Corporation, its successors or assigns.
2. The term of this Option shall be 21 years. The option to purchase shall remain in effect for the first 5 years of the term and the option to lease shall remain in effect for the entire term.
3. Upon the occurrence of the event set forth in Paragraph 1 hereof, Optionee shall, within 60 days thereafter, notify Optionor of its intent to exercise its option to purchase or to lease.
4. Should Optionee exercise its option to purchase, the parties hereto shall, within 10 days thereafter, execute the Purchase and Sale Contract attached hereto as Exhibit "B" and incorporated herein by reference. The purchase price shall be the fair market value of the premises as determined by appraisal performed by the American Appraisal Company. The appraisal shall be based upon an economic evaluation of the land and improvement i.e. the value of the land and improvements solely for utilization as an on-going viable automotive sales and service establishment.
5. Should Optionee exercise its option to lease, the parties hereto shall, within 15 days thereafter, execute the Lease Agreement attached hereto as Exhibit "B" and incorporate herein by reference.
6. Should Optionee exercise its option to lease during the first 6 years of the term of this Option:
(a) The term of the Lease shall be the number of months remaining between the date of exercise of the option and the end of the 6th year and the rental shall be \$ 5,393.50 per month.
(b) The Lease shall contain 3 renewal options for a further term of 5 years each. The rental shall be the fair rental value of the premises as determined by the appraisal and criteria referred to in Paragraph 4. The rental, however, shall be no less than the rental payable in the preceding period nor more than 125% of the rental payable in the preceding period.
7. Should Optionee exercise its option to lease during the final 14 years of the term of this Option, the term of the Lease shall be the number of months remaining between the date of exercise of the option and the end of the 21st year. The rental shall be the fair rental value determined pursuant to Paragraph 6 (b) hereof. The rental, however, shall be no less than the rental established in Paragraph 6(a), nor more than 125% of the rental established in Paragraph 6(a).
8. Should Optionor default under any mortgage or similar encumbrance affecting the premises and should the premises be sold at a foreclosure sale, Optionee shall have all rights of redemption at law or in equity or that would otherwise accrue to Optionor.
9. Should Optionee exercise any option hereunder, all leases affecting the premises shall be immediately terminated by the Optionor.
10. The terms and conditions of this Option shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. This Option may be recorded at the election of Optionee.

Witnessed by: [Signature]

OPTIONOR: Trust #883326 By: [Signature] Trust No. 883326

State of California County of Cook

Notary Public Seal for Beth O'Hagan, Notary Public, State of Illinois, My Commission Expires Dec. 7, 1993

The foregoing Option was acknowledged before me this 24th day of June, 1991, by [Signature] as [Signature] of HERITAGE TRUST COMPANY, Optionor herein.

My Commission Expires: (10-90)

[Signature] Notary Public 2/11-SHORT.OPT

Return to: SECURITY UNION TITLE INS. CO. 40 Oak Hollow, Ste 350 Southfield, MI 48034

THIS DOCUMENT DRAFTED BY: JAMES A. ASANI, CHRYSLER REALTY CORPORATION 1450 W LONG LAKE RD, STE 280 TROY MI 48098

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COOK COUNTY CLERK'S OFFICE
400 N. LAUREL ST.
CHICAGO, IL 60602
TEL: (773) 309-3000
WWW.COOKCOUNTYIL.GOV

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Exhibit "A"

To option between Heritage Trust #883326 and Chrysler Realty Corporation

PIN #29-29-201-04, 012

PROPERTY ADDRESS: 16900 S. Halsted Street, Harvey, IL 60426

The South 1/4 of the East 702.875 feet of the North 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, accepting therefrom, the East 60 feet thereof, in Cook County, Illinois; also the East 40 feet of a tract of Land described as follows: Beginning at a point on the center line of Lathrop Avenue as platted and recorded March 23, 1914, in Book 128 of Plat page 49, at a distance of 999 feet South of the North line of Section 29, Township 36 North, Range 14, East of the Third Principal Meridian, running thence South on the center line of said Lathrop Avenue for a distance of 323 feet; thence in an Easterly direction along the South line of the North 1/2 of the East 1/2 of the Northeast 1/4 of Section 29, a distance of 626.82 feet; thence in a Northerly direction along a line 702.875 feet West of an parallel to the East line of said Section 29, a distance of 323.375 feet and thence in a Westerly direction along a straight line a distance of 628.35 feet to a point (except that part taken for Lathrop Avenue) in Cook County, IL

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EXHIBIT "B"
OPTION

LEASE AGREEMENT

PARTIES THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 19__ by and between _____ having an office at _____ (hereinafter referred to as "Landlord"), and CHRYSLER REALTY CORPORATION, a Delaware corporation, having an address of 1450 West Long Lake Road, Suite 280, Troy, Michigan 48098, (hereinafter referred to as "Tenant").

WITNESSETH:

1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby lets and Tenant hereby hires the parcel or parcels of land with appurtenances, including, but not by way of limitation, all hoists, air compressors, heating and cooling units, paint spray booths, lighting fixtures and any other personal property owned by the Landlord and attached to the real property, hereinafter collectively referred to as the "premises", located at:

DESCRIPTION _____ and described as follows:

See Exhibit "A" attached hereto and made a part hereof by reference.

AUTHORIZED
USE

primarily for the unrestricted use as an automobile sales and service establishment including, but not limited to, the sales and service of all types of motor vehicles, including outdoor display and sale of new and used cars, paint and body repair operations, the sale of such merchandise as is ordinarily sold by a dealer, purposes incidental to an automobile sales and service establishment or for any other lawful purposes not injurious to reversion for a term of

TERM

_____ months, beginning on the ____ day of _____, 19__ and ending on the ____ day of _____, 19__, at a total rental of _____ payable in equal monthly installments of _____ in advance on the first business day of each month during the term. See Paragraphs 6 and 7 of the Option to which this Lease Agreement is annexed for the determination of the term and base annual rental payable thereunder.

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RIGHT TO
LET AND
CONDITION
OF PREMISES

2. Landlord covenants and warrants that it has the right to let the premises for the aforesaid use and term on the terms and conditions herein contained and that the buildings and improvements, including the electrical, plumbing, heating, air-conditioning and all air handling equipment (and elevators, if any) and other equipment in the premises, are in first class order and repair. Landlord further covenants and warrants that there are no storage tanks located on the premises which are required to be or have been registered under any applicable law, ordinance or regulation. In the event that underground storage tanks currently exist on the property, Landlord shall, at the request of Tenant and at Landlord's sole cost and expense, remove such tanks in a manner which complies with all applicable governmental laws, regulations and ordinances in any way relating to such removal. Should Landlord fail to do so in a prompt and diligent manner, Tenant may remove such tanks and deduct the cost thereof from rents next due, along with any fines, levies or charges which may have been the result of Landlord's failure to act in a diligent manner.

POSSESSION

3. Landlord covenants and agrees that the premises will be delivered to the Tenant at the commencement of the term, free from all tenancies and occupancies and free from all complaints, reports, notices or orders with respect to violation of any federal, state, municipal or other governmental laws, ordinances and regulations.

COVENANTS
TO REPAIR
AND TAKE
CARE OF
PREMISES

4. Tenant shall make all repairs necessary to keep the premises and the buildings and appurtenances situated thereon in as good order and condition as when delivered to it, except for the following repairs which the Landlord shall make: all structural and exterior repairs, repairs to the roof, repairs as may be necessary by reason of ordinary wear and tear and repairs as may be necessary by reason of loss or damage caused by collapse or Acts of God.

EMERGENCY
REPAIRS

5. Tenant is hereby authorized to make any repairs of an emergency nature on behalf of Landlord without the prior consent of Landlord,

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in excess of thirty (30) days from date of filing thereof. Upon termination of this Lease, title to all such improvements shall vest in Landlord.

LANDLORD'S REPRESENTATION OF LAWFUL USE

9. Landlord warrants and represents that the premises may be lawfully used for an automobile sales (including outdoor sale, storage and display of new and used motor vehicles) and service establishment, including paint and body repair operations and incidental uses and that the premises comply with all applicable laws, ordinances and regulations. If any judicial decree, law, ordinance, ruling, order or regulation of the United States, State, municipal or other governmental unit or agency which now exists or is hereafter enacted or created which prohibits, restricts or alters the proposed use of the premises by Tenant or its subtenant for any one or more of the foregoing purposes or creates or levies any fine or penalty or imposes any obligation on Tenant or its subtenant to comply with such law, ordinance or regulation, Tenant may, at its option, terminate this Lease and all of its liability hereunder shall cease from and after the date of such law, ordinance, ruling, regulation, prohibition or penalty becomes effective and prepaid rental or other sums prepaid by Tenant shall be apportioned and paid to Tenant. In the event that the Tenant elects not to terminate this Lease, Tenant shall so notify Landlord in writing and Landlord shall promptly make any and all repairs, alterations, changes, replacements or additions necessary to ensure that the premises are in full compliance with the applicable law, ordinance, ruling, judicial decree or regulation. Should Landlord fail to do so in a prompt and diligent manner, Tenant may make such repairs, alterations, replacements, changes or additions as may be necessary and deduct the cost from rents next due, along with any fines, levies or charges which may have been the result of Landlord's failure to act in a diligent manner.

INSURANCE

10. (a) Tenant agrees, at its sole cost and expense, to keep all of the buildings forming a part of the premises insured for the

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mutual benefit of Landlord and Tenant, throughout the term of this Lease, against loss or damage by fire and against loss or damage by all other risks normally insured against by a standard fire and extended coverage insurance policy in an amount equal to the actual cash value at the time of the loss or damage.

(b) Tenant agrees, at its sole cost and expense, but for mutual benefit of Landlord and Tenant, to maintain throughout the term of this Lease, bodily injury and property damage liability insurance against claims for bodily injury, death or property damage occurring on, in or about the premises, or the elevators or any escalators therein, and on, in and about the adjoining streets, property and passageways. Such insurance shall afford minimum protection, during the term of this Lease, of not less than One Million Dollars (\$1,000,000.00) per person, One Million Dollars (\$1,000,000.00) per accident, for bodily injury or death, and of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per accident for property damage.

(c) All insurance maintained by Tenant shall name Landlord and Tenant as insureds as their respective interest may appear. Such insurance shall be written by companies of recognized financial standing. All insurance maintained by Tenant shall provide that no cancellation, reduction or other material changes thereof shall be effective until at least ten (10) days after receipt of written notice thereof by Landlord, and Tenant shall, at the Landlord's request, furnish to Landlord certificates of such insurance.

FIRE AND
OTHER
CASUALTY

11. (a) If the premises shall be so damaged by fire, casualty, or other cause or happening so as to render the premises unfit, in Tenant's sole opinion, for Tenant's proposed use, this Lease shall terminate at the option of Tenant and, if

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terminated, Tenant's obligation to pay rent shall cease, any unearned rent paid in advance shall be refunded to Tenant and all insurance proceeds applicable to the premises shall be paid to Landlord. In the event that Tenant does not terminate this Lease, it shall promptly commence reconstruction of the premises and the full amount of the rent specified herein shall abate for the period of reconstruction. The rental abatement period shall not exceed one hundred (100) days unless reconstruction is delayed by war, labor disputes, material shortages or other conditions beyond the control of Tenant. In the event of such delays, the rental abatement period shall not exceed the number of days delayed plus one hundred eighty (180) days.

- (b) If the premises shall be partially destroyed by fire, casualty, or other cause or happening, but not to such an extent as to render the premises unfit, in Tenant's sole opinion, for Tenant's proposed use, the premises shall be promptly reconstructed by Tenant and a portion of the rent specified shall abate until the premises shall have been restored. The rental abatement period shall not exceed one hundred eighty (180) days unless reconstruction is delayed by war, labor disputes, material shortages or other conditions beyond the control of Tenant. In the event of such delays, the rental abatement period shall not exceed the number of days delayed plus one hundred eighty (180) days. The rent to be paid during the abatement period shall be reduced to an amount which bears the same proportion to the rent specified as the value of the premises immediately after such destruction bears to the value of the premises immediately prior to such destruction. If the parties are unable to agree on the amount of such abatement of rent, such dispute shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with each party paying one-half ($\frac{1}{2}$) of the cost thereof.

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(c) Notwithstanding the provisions set forth in subparagraphs (a) and (b) above, in the event of any such loss, Tenant shall not be obligated to replace or rebuild such improvements as it may have placed on the premises during the term hereof. In the event that the Tenant elects not to reconstruct or replace such improvements, applicable insurance proceeds shall belong to Tenant and Tenant shall promptly remove all debris, walls, footings and any vestige of such improvements, fill any excavations with clean fill sand and level the area upon which such improvements were located to prevailing grade levels.

CONDEMNATION AND UNSAFE CONDITION

12. (a) If all of the premises shall be condemned or taken by lawful authority or if such portion of the premises be so condemned or taken making it unreasonable or imprudent, in Tenant's sole opinion, to use the remaining portion for its intended use, this Lease shall terminate as of the date that possession is required to be given in such condemnation or taking. The rent shall be prorated to such date and all further rights and liabilities of the parties under this Lease shall terminate, except that Tenant shall be entitled to receive out of the proceeds of such condemnation or taking the amount attributed to any of the following: any damages to Tenant's or its subtenant's personal property resulting from said condemnation; removal or relocation costs of Tenant or its subtenant; anticipated business proceeds lost to Tenant or its subtenant; and any special damages to Tenant. For purposes of this Paragraph, it is agreed that a conveyance by Landlord to any such authority following receipt of notice to acquire the premises through condemnation or taking shall be deemed a condemnation or taking. If during the term of this Lease, Tenant should add additions to existing buildings, additional buildings, Tenant fixtures or other leasehold improvements, Tenant shall also be entitled to receive from Landlord the proportionate share of the award attributable to such improvements or, if permitted, to pursue in its own name any award for such improvements.

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(b) If a portion of the demised premises shall be condemned or taken by lawful authority and such condemnation or taking does not make it unreasonable or imprudent, in Tenant's sole opinion, to use the remaining portion for its intended use, this Lease shall continue as to the part not so taken, and Landlord shall forthwith, at its expense, restore and reconstruct the original buildings and improvements situated on the premises to substantially the same extent, quality, condition and functional character as existed prior to such condemnation or taking, excluding any improvements added by Tenant. The rent specified in Paragraph 1 shall be reduced as of the date of condemnation or taking to an amount determined by multiplying said rent by a fraction the numerator of which is the value of the premises immediately after such condemnation or taking and denominator of which is the value immediately before such condemnation or taking. Said rent, as reduced, shall be increased as of the date restoration is completed to an amount which bears the same proportion to said rent, as reduced, as the value of the premises immediately after completion of restoration bears to the value immediately prior to such condemnation or taking. Changes in value occurring during the period of restoration not related to such restoration shall be disregarded in computing said increase. Said rent, as increased, shall not exceed the rent set out in Paragraph 1. Improvements added by Tenant that are condemned or taken shall be restored by Tenant at its option.

(c) If any lawful authority shall declare the premises unsafe and/or order demolition or removal of any structure covered by this Lease so as to render the premises unfit, in Tenant's sole opinion, for Tenant's proposed use, then this Lease shall terminate at the option of Tenant, Tenant's obligation to pay rent shall cease and any unearned rent paid in advance shall be refunded to Tenant. In the event that Tenant does not terminate this Lease, Landlord shall promptly comply with such

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declaration or order and commence reconstruction of any structures demolished or removed and the full amount of the rent specified shall abate until such compliance and reconstruction is complete.

If such declaration or order does not render the premises unfit, in Tenant's sole opinion, for Tenant's proposed use, Landlord shall promptly comply with such declaration or order and commence reconstruction of any premises demolished or removed and a portion of the rent specified shall abate until such compliance and reconstruction is complete. The rent to be paid during the abatement period shall be reduced to an amount which bears the same proportion to the rent specified as the value of the premises immediately after such loss of use resulting from such declaration or order bears to the value of the premises immediately prior to such loss of use. Any such declaration or orders pertaining to improvements added by Tenant shall be complied with by Tenant and any such improvements ordered to be demolished or removed shall be reconstructed by Tenant at its option.

If the parties are unable to agree on the amount of their shares of awards or the amount of adjustments of rent provided for in this Paragraph 12, such dispute shall be settled by arbitration in accordance with the rules of the American Arbitration Association, with each party paying one-half ($\frac{1}{2}$) of the cost thereof. Improvements added by Tenant shall be disregarded in computing such adjustments of rent.

RIGHT OF
ENTRY
LANDLORD

13. Landlord may, during the term of this Lease, at reasonable times and during usual business hours, enter the premises to view them, and except, in the event of renewal or extension, may, at any time within two (2) months next preceding the expiration of the specified term, during normal business hours, show the premises to others for the purpose of rental or sale and may affix to any

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suitable parts of the premises a notice for lease or sale thereof, provided such sign or notice shall not interfere with the usual and ordinary conduct of Tenant's or its subtenant's business operations.

ALTERATIONS
OR IMPROVE-
MENTS BY
TENANT,
TRADE FIX-
TURES, ETC.

14. If any alterations or improvements, except painting or wall papering, are made at Tenant's expense or if Tenant shall install or acquire ownership of previously installed shelving, lighting fixtures, removable partitions, trade fixtures, machinery and equipment or advertising signs, they shall remain Tenant's property and may be removed prior to termination of Tenant's occupancy; provided, however, that Tenant shall repair any damage occasioned by removal thereof and shall, at Landlord's option, restore or replace any structural parts or improvements which may previously have been removed by Tenant.

LANDLORD'S
REMEDIES IN
EVENT OF
DEFAULT,
BANKRUPTCY,
OR INSOL-
VENCY OF
TENANT

15. If Tenant shall fail to observe or perform any of its obligations under this Lease and shall fail to cure its default within thirty (30) days after receipt of notice from Landlord to do so or if Tenant shall be adjudicated bankrupt or become insolvent or shall make an assignment for the benefit of creditors, then in any of said events, Landlord may lawfully enter into and upon the premises or any part thereof and repossess the premises and expel the Tenant and persons claiming under and through it, and remove any effects, forcibly if necessary, without being guilty of trespass and without prejudice to any remedies which may be available for arrears of rent or for Tenant's breach of covenant. Upon entry as aforesaid, this Lease shall terminate and wholly expire, and Tenant covenants that in the event of such termination it will indemnify Landlord against all loss of rent, which Landlord may incur by reason of such termination during the residue of the specified term.

INDEMNIFI-
CATION OF
CLAIMS
AGAINST
LANDLORD

16. Tenant agrees to indemnify Landlord against any actions or claims which may be asserted or brought by third parties against Landlord and which are based upon Tenant's negligent acts or omissions in connection with its use and occupancy of the premises.

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OPTION TO
RENEW

17. See Paragraph 6 of Option to which this Lease Agreement is attached for the determination of options to renew, if any, and the base annual rental payable thereunder.

WAR OR
GOVERNMENT

18. If due to war conditions or an order of an authorized governmental agency, Chrysler Corporation substantially ceases production of automobiles and trucks for civilian use, this Lease shall, at the option of the Tenant, terminate and any advance rental shall be apportioned and refunded to Tenant.

TENANT'S
RIGHT OF
FIRST
REFUSAL

19. Landlord hereby gives and grants to Tenant during the initial term or any extension or renewal of this Lease the right of first refusal to purchase the premises and appurtenances.

Should Landlord receive or secure a bona fide offer acceptable to Landlord, Landlord shall, within ten (10) days following receipt of such offer, transmit a true copy of such offer to Tenant, who shall then have sixty (60) days following receipt of such offer to notify Landlord that Tenant elects to purchase the premises upon the same terms and conditions as contained in said offer. If Tenant does not elect to purchase the property within the above described sixty (60) day period and Landlord fails to convey the premises to the party making the original offer, Tenant's right of first refusal shall continue. In no event shall Tenant be responsible for any real estate broker's commission involved in the consummation of such sale.

SUBORDI-
NATION OF
MORTGAGE

20. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages constituting a first lien on the premises, or any part thereof, at the date hereof, and to any mortgage or mortgages, consolidated or otherwise, constituting a first lien on the premises, hereafter placed on the premises, or any part thereof, and made to and accepted by a savings bank, bank, trust or insurance company, or other reputable institution, private or public, authorized to make

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mortgage loans in the State of _____, and to any and all renewals, modifications, consolidations or extensions of any such mortgage or mortgages. Tenant shall upon demand at any time or times execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of any such mortgage or mortgages. The subordination of this Lease to any such existing or new mortgage is expressly conditioned upon the existing or new mortgagee, simultaneously with the making of this Lease or of such new mortgage, entering into an agreement, in recordable form, by its terms binding upon the mortgagee, its successors and assigns, whereby the mortgagee agrees that in the event that it should become necessary to foreclose said mortgage, it will cause the sale of said premises to be made subject to this Lease, provided that the Tenant is not in default under any of the terms, conditions or covenants of this Lease at the time of such foreclosure and, in the event of condemnation or damage by fire, casualty or other causes as covered by fire and extended coverage insurance, the condemnation award or proceeds of such insurance shall be used for reconstruction or otherwise disbursed as provided herein.

LOSS BY
FIRE AND
OTHER
PERILS

21. Landlord hereby waives all claims against Tenant, its subtenants or assignees, for loss or damage caused by fire, explosion, or perils normally insured against by fire and extended coverage insurance policies, regardless of the cause of such damage, including damage resulting from the negligence of Tenant, subtenants or assignees, their agents, servants or employees.

TENANT'S
RIGHT OF
TERMINATION

22. At any time during the term of this Lease, including any renewal or extension hereof, Tenant may, at its option, terminate this Lease. In the event that Tenant so elects to terminate, it shall notify Landlord of such termination by Registered or Certified United States Mail, Return Receipt Requested, and this Lease shall cease and terminate ninety (90) days following the date of such notice of termination.

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Not more than fifteen (15) days prior to the Lease termination date, as provided hereinabove, and as consideration for such termination, Tenant shall pay to Landlord the present value of the remainder of the basic rent due for the balance of the Lease term then in effect, excluding taxes, insurance, special assessment or any other additional sums payable hereunder and also excluding any increase in basic rental which may be effective subsequent to the termination date. The term "present value" as used herein shall be determined by discounting the remaining base monthly rental stream at a discount rate which will equal the then current twenty (20) year United States Treasury Bond yield to maturity rate. Upon delivery of such funds, Landlord shall execute a termination agreement releasing and absolving Tenant from any and all obligations, past or future, under and pursuant to this Lease. Any prepaid or unpaid rent, taxes, insurance, special assessments or similar items shall be prorated as of the termination date with payment to Landlord or Tenant, as the case may be.

Notwithstanding anything to the contrary contained in this Lease, should the Landlord herein be a shareholder in the corporation which sublets the premises from the Tenant herein, the Tenant shall have the following rights and obligations:

- (a) In the event of a termination, for any reason, of the Sublease Agreement, as entered into between Tenant herein and the corporation which sublets the premises from Tenant, Tenant shall have the right and option to terminate this Lease. Should the Tenant elect to terminate this Lease, the Tenant shall be released and discharged from all liabilities and obligations pursuant to this Lease, whether such liabilities are known or unknown, liquidated or unliquidated. Upon request by Tenant, Landlord shall execute any and all instruments necessary to effect the intent of the preceding sentence; and

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(b) In the event that the corporation which sublets the premises from the Tenant shall fail to pay to Tenant any rentals due pursuant to its sublease agreement, Tenant shall have the right to deduct from and to offset against any rental payments due to Landlord pursuant to this Lease, an amount equal to the aforesaid unpaid rentals.

REAL
ESTATE
TAXES

23. As additional rent hereunder, Tenant agrees to pay as they become due all taxes, assessments and water and sewer rents which may, during the term of this Lease, be assessed, levied or become a lien upon the premises. All such taxes, assessments and rents which shall become due and payable for the first and last year of the term hereof shall be apportioned, pro rata, between Landlord and Tenant in accordance with the respective number of months during which each party shall be in possession of the premises. If any such taxes, assessments or rents are payable, or could have been payable, at the option of the taxpayer, in installments, Tenant may pay the same in the amount of such installments. During the term of this Lease, Tenant shall pay only those installments which become due, or would have become due, had the taxpayer elected the installment method. Landlord shall pay the difference, if any, between the amount of such taxes, assessments and rents to be paid by Tenant hereunder and the actual amount due. Landlord shall furnish to Tenant, promptly upon receipt thereof, all bills for impositions of the above taxes, assessments and rents and shall direct the appropriate authorities to mail such bills to Tenant.

Tenant shall have the right to contest the amount or validity of any such taxes, assessments and rents by appropriate proceedings diligently brought in good faith, and if required by any law, ruling or regulation then in effect, Landlord shall join in such proceedings or permit the proceedings to be brought in Landlord's name. Landlord and Tenant shall share equally in the payment of any costs or expenses in connection with such proceedings.

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24. Any holding over by Tenant or any assignee or subtenant beyond the expiration of the specified term shall give rise to a tenancy from month to month.
25. All notices to be given hereunder by either party shall be in writing and shall be given by Registered or Certified United States Mail (Return Receipt Requested) to Landlord or to an officer of Tenant at the address set forth in the commencement hereof.
26. The term and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.
27. For the purposes of recording the basic terms and conditions of this Lease, Landlord and Tenant agree to execute, as soon as the commencement date of the original term has been determined, a short form of Lease. It is understood that such short form of Lease is for purposes of recordation only and is not intended to and shall not in any way modify, amend, supersede or otherwise affect this Lease.
28. Tenant shall, on the last day of the term hereof or of any extension or renewal thereof or upon any earlier termination of this Lease, surrender and deliver up the premises into the possession of the Landlord in the same order, condition and repair as when delivered to Tenant, wear and tear, damage by fire, explosion or the elements excepted.
29. Landlord covenants that if and so long as Tenant pays the rent, additional rent and other sum or sums of money and charges as herein provided and upon performance of all of the covenants, conditions and agreements aforesaid, Tenant shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid, subject, however, to the terms of this Lease.

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ATTORNEY'S
FEES

30. In the event that legal action is commenced by any of the parties hereto to interpret or to enforce the terms of this Lease or to recover damages as a result of the breach thereof, the party prevailing in any such action shall be entitled to recover from the other party or parties all reasonable attorneys' fees and costs incurred by the prevailing party.

SEVER-
ABILITY

31. Should it be found that any part of this Lease is illegal or unenforceable in any state or other political body having jurisdiction, such part or parts of the Lease shall be of no force or effect in that state or political body and this Lease shall be treated as if such part or parts had not been inserted.

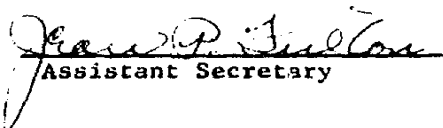
ENTIRE
AGREEMENT

32. This Lease contains the entire agreement between the parties as to the premises and shall not be modified in any manner except by an instrument in writing executed by the parties hereto or their respective successor in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in person or by a duly authorized officer on the day and year stated in the commencement.


ALL IS APPENDED HERETO IS EXPRESSLY
MADE A PART HEREOF

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Assistant Secretary

LANDLORD:

HERITAGE TRUST COMPANY, not personally but as
trustee

BY: 
Land Trust Officer

ITS: _____

TENANT: CHRYSLER REALTY CORPORATION

BY: _____

ITS: _____

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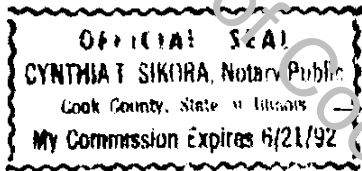
CORPORATE NOTARY

9 1 4 8 6 3 8 5

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Lee Lutz and Jean P. Fulton, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of June, 1989.



Cynthia Sikora
Notary Public

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

COOK COUNTY ILLINOIS

HERITAGE TRUST COMPANY

1991 SEP 19 AM 11: 15

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ACKNOWLEDGEMENT - LANDLORD BEING A CORPORATION

STATE OF Illinois)
COUNTY OF Cook) SS:

BE IT REMEMBERED that on this 24th day of June, 1991, before me, a Notary Public, personally came Linda Lee Lutz, as Land Trust Officer of Heritage Trust Company and Jean P. Fulton, Assistant Secretary of Heritage Trust Company, Landlord herein, and acknowledged as such officer that he did sign the company's name to the foregoing instrument and that the signing of the same is the duly authorized and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission expires:

ACKNOWLEDGMENT - LANDLORD BEING AN INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBERED that on this ____ day of _____, 19 ____, before me, a Notary Public, personally came _____ Landlord herein, and acknowledged that he/they did sign the foregoing instrument as his/their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission expires:

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STATE OF MICHIGAN
COUNTY OF OAKLAND ss:

BE IT REMEMBERED that on this ____ day of _____, 19 ____,
before me, a Notary Public, personally came _____, as
_____ of Chrysler Realty Corporation, Tenant
herein, and acknowledged as such officer that he did sign the company's
name to the foregoing instrument and that the signing of the same is
the duly authorized and voluntary act and deed of said company for the
uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
official seal on the day and year last aforesaid.

Notary Public

My Commission expires:

Property of Cook County Clerk's Office

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