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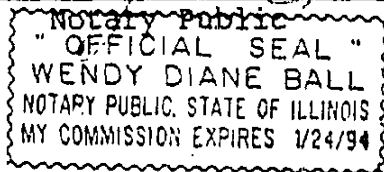
6. On December 19, 1990, several brokers, including Brian Nagel and Hartnett, entered into an agreement to split 75% of the commission from the Matteson Towncenter transaction among Brian Nagel, Peter Gapinski and Hartnett. A copy of that agreement is attached hereto as Exhibit D.
7. Since Hartnett ceased his employment with C&W, he has received real estate commission on another C&W transaction which was not final as of the last date of his employment with C&W. On May 19, 1991, a contract for sale was signed for the Center of Spirituality, Fortuna, and the sale consummated in August, 1991. Hartnett received 33 1/3% commission as previously agreed.
8. On or about August, 1991, a contract for sale between Landau and Heyman/Joseph Freed & Associates and Heller was entered into for the Matteson Towncenter. The transaction is scheduled to close on October 31, 1991.
9. Based on the above facts and the exhibits attached hereto, Hartnett is owed approximately \$63,750 which represents 50% of the broker's share of the commission owed to C&W from Heller in connection with the Matteson Towncenter transaction.

Timothy J. Hartnett

Timothy J. Hartnett

SUBSCRIBED & SWORN TO
BEFORE ME THIS 29TH
DAY OF OCTOBER, 1991.

Wendy Diane Ball



31566358

This instrument was prepared by:

Charles A. Boyle & Associates
29 South LaSalle Street, Ste. 345
Chicago, Illinois 60603
(312) 346-4944

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EXHIBIT

A

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LOT 13 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

PARCEL 2:

LOT 14 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON FEBRUARY 10, 1983 AS DOCUMENT NUMBER 26503820.

PARCEL 3:

LOT 5 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 24, 1982 AS DOCUMENT 26270570.

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCELS 1, 2, AND 3 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMMODATION OF PEDESTRIANS, AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF "UTILITY LINES", CREATED BY THAT CERTAIN FIRST RESTATEMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1981 ("FRORBAQA") FILED FOR RECORD IN THE PUBLIC OFFICE ON FEBRUARY 10, 1983 AS DOCUMENT 26503823, IN, OVER, ALONG, ACROSS AND UNDER THE "COMMON AREAS" OF PARCEL 2 AND PARCEL 3 HEREIN AND THE "COMMON AREAS" OF LOT 4 IN TOWNCENTER SUBDIVISION, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION, AS AFORESAID, ALL AS DEFINED IN THE FRORBAQA OR AS SHOWN ON THE SITE PLAN ATTACHED TO THE FRORBAQA AND MARKED "SCHEDULE C"; AND ALSO EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO PARCEL 1 FOR CONNECTION TO THE BUILDING CONSTRUCTED ON SAID LOT 4, AND TO FLASH THE ROOF ON SAID BUILDING, AND AN EASEMENT FOR GENERAL ENCROACHMENT, BOTH OF WHICH EASEMENTS ARE SET FORTH IN SECTIONS 2.01 AND 2.02 OF THE FRORBAQA.

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PARCEL 5:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCELS 1, 2, AND 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF PRESENT AND FUTURE "UTILITY LINES", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED JUNE 30, 1983 ("EOA") AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 14, 1983 AS DOCUMENT 26688313, IN, OVER, ACROSS AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOTS 2 AND 9 IN TOWNCENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 9, 1981 AS DOCUMENT 26024524 AND CORRECTED BY THAT RECORDED JUNE 24, 1982 AS DOCUMENT 26270570, TOGETHER WITH THAT PART OF LOT 12 IN TOWNCENTER RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 3 IN TOWNCENTER SUBDIVISION AFORESAID, ACCORDING TO THE PLAT OF TOWNCENTER RESUBDIVISION NO. 1 RECORDED FEBRUARY 10, 1983 AS DOCUMENT 26503820, LYING EAST OF A LINE DRAWN 25.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 13 IN THE AFORESAID TOWNCENTER RESUBDIVISION NO. 1, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCELS 1, 2, AND 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF SEPTEMBER 28, 1983 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 19, 1983, AS DOCUMENT 26878023, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 7 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS

PARCEL 7:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF, AND APPURTENANT TO, PARCELS 1, 2, AND 3 FOR THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR AND RELOCATION OF ANY AND ALL PRESENT AND FUTURE UNDERGROUND UTILITIES, INCLUDING SEWERS, WATER AND GAS MAINS, ELECTRICAL POWER LINES, TELEPHONE LINES AND OTHER UTILITY LINES NEEDED TO SERVE THE "SHOPPING CENTER", AS DEFINED IN AND AS CREATED BY THAT CERTAIN EASEMENT AND OPERATION AGREEMENT DATED AS OF NOVEMBER 15, 1984 AND FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 19, 1985 AS DOCUMENT 27517237, OVER, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

LOT 6 IN TOWNCENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

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ACCORDING TO THE PLAT OF CORRECTION OF TOWNCENTER SUBDIVISION FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 26270570 ON JUNE 24, 1982 IN COOK COUNTY, ILLINOIS.

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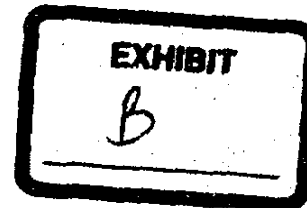
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Cushman & Wakefield of Illinois, Inc.

Suite 360
1111 East Touhy Avenue
Des Plaines, IL 60018
Tel: (708) 827-9191
Fax: (708) 827-2639

**CUSHMAN &
WAKEFIELD®**



James B. Connor
Vice President
Branch Manager

December 6, 1989

Mr. Timothy J. Hartnett
Mr. Jeffrey P. Samaras
Mr. Kent J. Ilhardt
CUSHMAN & WAKEFIELD OF ILLINOIS, INC.
Suite 3100
150 S. Wacker Drive
Chicago, Illinois 60606

RE: Heller Financial Corporation
Commission Dispute

Gentlemen:

I have reviewed all the relevant information and heard all the presentation of facts and testimony. In accordance with the November 21, 1989, mediation agreement, I have identified the following issues that need to be resolved.

1. The commission split of the approximate \$165,000 sale commission from the Arlington Ridge Office Building sale to Motorola.
2. The split of the fees associated with the Arlington Ridge lease buyouts.
3. The commission splits on the Heller Financial Corporation headquarters lease with Tishman Speyer Properties.
4. The commission splits on any new Heller Financial Corporation leases as a result of the national exclusive.
5. The commission splits on any new REO dispositions for Heller and splits on associated leasing commissions.

My decision, revised by the above referenced mediation agreement, will be as follows: I have concluded that the original agreement to split the Arlington Ridge/Motorola sale commission should be honored and will be split as follows:

50% Tim Hartnett
50% Kent Ilhardt / Jeff Samaras

The associated Arlington Ridge lease buyout fees will be split as follows:

10% Tim Hartnett
90% Kent Ilhardt / Jeff Samaras

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December 6, 1989

Page 2

The lease commission for the headquarters lease with Tishman Speyer Properties will be split as follows:

15% Tim Hartnett
85% Kent Ilhardt / Jeff Samaras

From now until the expiration of the current national exclusive, any new lease commissions derived as a result of the national exclusive will be split as follows: Of the portion of the commission accruing to Cushman & Wakefield of Illinois:

5% Tim Hartnett
95% Kent Ilhardt / Jeff Samaras

Any sale commissions resulting from new REO dispositions will be split as follows:

50% Tim Hartnett
50% Kent Ilhardt / Jeff Samaras

Any leasing commissions made in accordance with any REO dispositions will be split:

10% Tim Hartnett
90% Kent Ilhardt / Jeff Samaras

With regard to the future REO dispositions and related leasing, my decision is based on Cushman & Wakefield's role being similar in nature to the previous projects where leasing and a Financial Services sale are both part of the assignment. Any future assignments where only one component (i.e. leasing, sales, or financing) are required, consideration should be given to revising the splits to reflect each party's past and present contribution. This solution may not be perfect, but I believe it is the fairest and most equitable way to compensate all parties for their time, participation, and involvement. It is most unfortunate that the parties could not or would not resolve this amongst themselves. Both sides made mistakes in their dealings that I believe, had they been handled properly, could have alleviated this entire exercise. It is my strongest recommendation that all parties make every effort to learn from their mistakes as another incident of this magnitude would be very poorly viewed by Cushman & Wakefield management.

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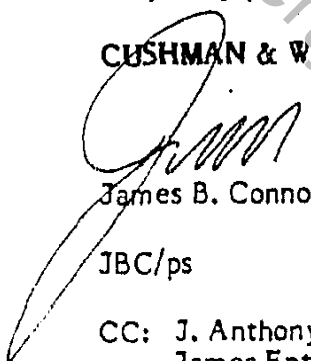
December 6, 1989

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With this letter, the incident will be considered closed. There will be no discussion of the mediated settlement within the company, with the client, or within the industry at large.

Very truly yours,

CUSHMAN & WAKEFIELD OF ILLINOIS, INC.



James B. Connor

JBC/ps

CC: J. Anthony Hayden
James Entwistle
Louise Sobin

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31366359

Cushman & Wakefield of Illinois, Inc.
150 South Wacker Drive
Suite 3100
Chicago, IL 60606

RE: Matteson Towncenter, Southwest Corner of Lincoln Highway
(U.S. 30) and Cicero Avenue (Rt. 50), Matteson, Illinois
(the "Premises").

Gentlemen:

We hereby appoint Cushman & Wakefield of Illinois, Inc. ("C&W") as our sole agent and grant to C&W the exclusive right to sell all of the Premises for a price of \$11,200,000 in cash or such other amount as may be acceptable to us. We may change the price and terms at any time in our sole and absolute discretion.

C&W's appointment as our sole and exclusive agent shall be upon the following terms and conditions:

1. The term of this agreement shall commence on the date hereof and shall continue in effect until January 1, 1991.
2. C&W agrees that it will enlist its best efforts to secure a satisfactory purchaser(s) for the Premises, and if C&W deems it necessary, C&W will also solicit the cooperation of other licensed real estate brokers.
3. C&W shall, at its sole expense, prepare a sales package containing income projections, photographs, and any other information required by Owner. If it is mutually deemed desirable, C&W shall advertise the Premises or portions thereof, prepare and secure special plans, signs, brochures, circular matter and/or other forms of advertising, subject to our approval and at C&W's expense, it being understood that C&W, at its expense, shall place its standard sign on the Premises and shall prepare and distribute a standard brokerage flyer. All advertising, whether prepared or issued by C&W or by us, shall identify C&W as our exclusive agent for the Premises.

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4. During the term of this agreement, we will refer to C&W all inquiries and offerings received by us with respect to the Premises, regardless of the source of such inquiries or offerings and all negotiations shall be conducted solely by C&W or under C&W's direction, subject to our review and final approval.
5. In the event that: (i) at any time during the term of this Agreement a sale of all or any portion of the Premises, upon any terms acceptable to us, shall be made with any purchaser who was procured by C&W, or by us, or by any other person; or (ii) within 90 days after the expiration of this Agreement, We consummate a sale of the property with a purchaser whose name is on the Purchaser List submitted by C&W which Purchaser List shall contain the listing of the names of no more than six (6) prospective purchasers, submitted to Owner in writing at the expiration of this Agreement; then, and in either such event, we agree to pay to C&W one (1) full commission computed as three percent (3%) of the total Gross Sales Price due and payable upon closing out of the proceeds of such closing. No commission shall be earned or due or payable hereunder unless and until a purchaser does in fact consummate its purchase of the Property.
6. If a licensed real estate broker other than C&W is the effective procuring cause of any sale covered by this Agreement, then we agree to pay C&W four percent (4%) of the total Gross Sales Price due and payable upon closing. Owner shall not be responsible for the payment of any commission to any participating broker enlisted by C&W. In the event participating broker is enlisted by C&W, Owner's sole responsibility shall be to pay the commission at the joint direction of C&W and such participating broker or in accordance with the ruling of a court of competent jurisdiction.
7. This Agreement shall be binding upon the parties hereto, their respective successors and assigns.
8. We reserve the right to provide in any sales Contract that we may enter into with any purchaser procured by C&W that: (a) seller may deliver title to the real estate by special warranty deed as opposed to a general warranty deed; (b) seller may reserve the right to terminate the agreement in the event that the condition

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of title as it then exists is unacceptable to the purchaser; and (c) the Property is sold as is, in its present condition, without any warranty (implied or express) of any nature whatsoever.

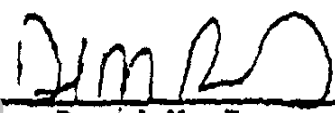
It is unlawful for either the agent or owner to discriminate against any person because of their race, color, religion, national origin, sex or physical disability.

This agreement contains the entire understanding of the parties and any modification hereof shall only be effective if written and signed by both parties.

If the foregoing accurately sets forth our agreement, please sign and return the enclosed copies of this letter.

Very truly yours,


HELLER FINANCIAL, INC., a
Delaware corporation

By: 
David M. Bormes

Its: Vice President
Address: 200 N. LaSalle St.
Suite 900
Chicago, IL 60601

Agreed to:

CUSHMAN & WAKEFIELD OF ILLINOIS, INC.

By: 
Sandra S. Collins
Its: Vice President & Branch Manager

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EXHIBIT

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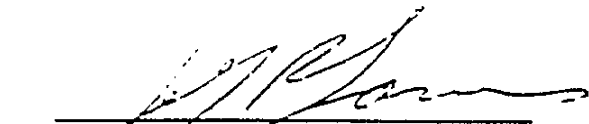
MEMORANDUM

TO: Sandra S. Collins
FROM: Jeffrey P. Samaras *JPS*
DATE: December 19, 1990
RE: Commission Split
Matteson Towncenter

The commission earned on the referenced property (if any) in accordance with the exclusive agency agreement dated, December 12, 1990 shall be split as follows:

| | |
|---|------------|
| Jeff Samaras/Kent Ilhardt | 25% |
| Brian Nagle/Tim Hartnett/Peter Gapinski | <u>75%</u> |
| | 100% |


The splits outlined above are agreed upon for this transaction only and future transactions with Heller Financial, Inc. shall be determined as the situation warrants and in keeping with a previously determined arrangement between Samaras/Ilhardt and Hartnett.




Jeffrey P. Samaras



Kent J. Ilhardt



Brian P. Nagle



Timothy J. Hartnett



Peter J. Gapinski

JPS/mb

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Member A. S. De
29 S
3217
190603
Chicago