

## REAL ESTATE SERVICES AGREEMENT

This Agreement is entered into on August 13, 2009, with an effective date of April 30, 2009, by and between UGL EQUIS CORPORATION, an Illinois corporation ("*Equis*"), and Old Carco LLC (formerly known as Chrysler LLC) (the "*Debtor*"), which has filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the "*Bankruptcy Code*") in the United States Bankruptcy Court for the Southern District of New York (the "*Bankruptcy Court*"), subject to notice and Bankruptcy Court approval.

### RECITALS

WHEREAS, the Debtor is an international company owning and leasing buildings and real estate for use in manufacturing, warehousing, training, promotional and sales activities;

WHEREAS, the Debtor, Fiat S.p.A. ("*Fiat*") and New Chrysler (as defined below) entered into a Master Transaction Agreement dated as of April 30, 2009 (collectively with other ancillary and supporting documents, the "*Purchase Agreement*");

WHEREAS, on June 1, 2009, the Bankruptcy Court entered an order that, among other things, approved the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, among other things: (a) the Debtor has transferred the majority of its operating assets to New CarCo Acquisition LLC n/k/a Chrysler Group LLC ("*New Chrysler*"), a newly established Delaware limited liability company formed by Fiat; and (b) in exchange for those assets, New Chrysler assumed certain liabilities of the Debtor and paid to the Debtor \$2 billion in cash (collectively with the other transactions contemplated by the Purchase Agreement, the "*Fiat Transaction*");

WHEREAS, prior to the commencement of the Debtor's chapter 11 case on April 30, 2009, Equis provided certain real estate services to the Debtor pursuant to that certain Real Estate Services Agreement, with an effective date of January 1, 2008 (the "*Original Agreement*"), which, subject to the provisions of Section 2.10 of the Purchase Agreement, was assumed and assigned to New Chrysler under section 365 of the Bankruptcy Code in connection with the Fiat Transaction;

WHEREAS, the Debtor wishes to retain Equis in its bankruptcy case, on the terms and conditions set forth herein, to assist it with the sale of certain properties that were excluded from the Fiat Transaction and that remain property of the Debtor's bankruptcy estate (the "*Estate*"); and

WHEREAS, Equis has the resources and expertise to fulfill the Debtor's objectives and undertake certain administrative and transactional services for the Debtor as outlined herein;

NOW THEREFORE, in consideration of the foregoing and the promises, covenants and agreements set forth below, the parties agree as follows:

## ARTICLE I.

### RELATIONSHIP AND SCOPE OF SERVICES

1.1 Scope. Equis shall provide the specific services described in Exhibit "A" attached hereto and incorporated herein by reference, and such other services as are reasonably related thereto, or as agreed upon by the parties in writing (collectively, the "*Services*"), all with respect to any real property owned by the Debtor and designated, in a writing (an "*Equis Work Order*") delivered to Equis by Debtor, in Debtor's sole and absolute discretion, during the term of this Agreement (each, a "*Property*" and, collectively, the "*Properties*"). Except as may be set forth elsewhere in this Agreement, the Debtor shall not contract with or employ any other entity other than New Chrysler pursuant to the terms of the Transition Services Agreement as set forth and provided by the Purchase Agreement, to provide services similar to the Services with regard to the Properties during the term of this Agreement. The Debtor is under no obligation to designate any particular Property to be included hereunder. Likewise, nothing herein shall require the Debtor to accept any particular sale of a Property identified or negotiated by Equis.

1.2 Standard of Care. Equis and its employees and agents shall exercise reasonable skill and diligence in performing the Services in accordance with a generally accepted standard of care and skill as exercised by firms and individuals of national reputation providing "best in class" services.

## ARTICLE II.

### FEES AND EXPENSES

In connection with the Services provided hereunder, the Debtor shall, solely out of the proceeds of any sale of any Property, be responsible for payment of expenses, fees and commissions to Equis as set forth in Exhibit B. Equis shall at all times during the performance of the Services hereunder remain as the agent of the Debtor for purposes of applicable local laws relating to designation of principal and agent in real estate transactions. The parties shall execute such disclosures and consent forms as may be required from time to time acknowledging their agency relationship and agreeing that Equis may collect commissions, fees and other compensation from parties with whom the Debtor may be contracting with respect to the Properties. Any other agreements between the parties for performance of services by Equis not within the scope of the Services, and payment by the Debtor therefore, shall be in writing and shall be valid only if executed by the parties and approved by the Bankruptcy Court.

## ARTICLE III.

### EQUIPMENT, PERSONNEL

3.1 General. The Debtor shall provide to designated employees of Equis such information and access to the Debtor's personnel and the Properties as is necessary or desirable (where applicable, consistent with the Debtor's rights under the Transition Services Agreement) to facilitate the undertaking by Equis of the Services.

3.2 Equis Personnel. Equis shall have in its employ during the term of this Agreement the individuals necessary to enable Equis to capably provide the Services to the Debtor. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such individuals shall be the full responsibility of Equis. Equis shall fully comply with all laws and regulations applicable to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee matters for such individuals. All individuals engaged by Equis for undertaking of the Services shall be the employees and agents of Equis and not of the Debtor.

3.3 Independent Contractors. Equis shall be an independent contractor, contracting with the Debtor solely for the purpose of carrying out the provisions of this Agreement. Nothing contained herein shall be construed to provide that Equis, or any of its employees, is a partner, employee, agent (except for the limited purposes noted in Article II), member, or legal representative of the Debtor for any purpose whatsoever.

#### ARTICLE IV.

##### TERM

Subject to the entry of an order of the Bankruptcy Court approving this Agreement, the term of this Agreement shall commence as of the execution hereof and shall expire upon the occurrence of any of the following: (a) Equis' termination of this Agreement for any reason upon 90 days advance written notice to the Debtor of its intent to terminate the Agreement; or (b) the Debtor's termination of this Agreement for any reason upon 90 days advance written notice to Equis of its intent to terminate the Agreement. Notwithstanding the foregoing, any party may terminate this Agreement at any time in the event of a material breach of this Agreement by the other party that is not cured within 30 days of written notice of such material breach having been sent to the breaching party. In addition to and notwithstanding the foregoing, the Debtor may, at its sole option and in its sole and absolute discretion, by five business days advance written notice to Equis (a "*Removal Notice*"), remove any individual Property or Properties from the scope of this Agreement; provided, however, in the event that any of such Properties (i) are under contract to sell at the time of the Removal Notice and such sale closes within 180 days of such notice or (ii) the Debtor enters into a contract for sale of a Property with an Equis Purchaser within 180 days of the Removal Notice and such sale closes within 180 days after the execution of such contract for sale, then Equis shall still be entitled to the fees for such Property or Properties as provided by Article II hereunder. For purposes of this Article IV, "*Equis Purchaser*" shall mean any person or entity that (a) Equis has actually presented the Property to (or person or entity affiliated with such person or entity) excluding any person or entity who was solely contacted by Equis through bulk or group mailings, e-mails or facsimiles, or public advertisements and (b) is designated by Equis in writing to the Debtor within ten days of the receipt by Equis of a Removal Notice (provided that Equis may not designate more than 15 persons or entities for any particular Property).

## ARTICLE V.

### INDEMNIFICATION

Each party (as applicable, an "Indemnifying Party") shall defend, indemnify and hold harmless the other party and the other party's affiliates, shareholders, members, directors, officers, employees and agents (any such entity, and as applicable, an "Indemnified Party") from and against all losses, damages, expenses (including reasonable attorney's fees), claims, suits and liabilities to the extent arising out of or resulting from the Indemnifying Party's negligent or intentional acts or omissions or those of the Indemnifying Party's personnel, the failure to comply with the terms and conditions of this Agreement or the provisions of any workers' compensation or similar laws. Each Indemnified Party shall promptly notify the Indemnifying Party of any claim, loss or demand for which the Indemnifying Party is responsible under the Article. In no event shall either party be liable to the other for any loss of or damage to revenue, profits or goodwill or other special, incidental, indirect or consequential damage of any kind resulting from its performance or failure to perform the terms of this Agreement.

Notwithstanding the foregoing, no party shall be entitled to indemnity hereunder if it is finally judicially determined that the claims for the losses, damages or liabilities at issue resulted from such party's gross negligence, willful misconduct or breach of fiduciary duty.

Subject to the foregoing and notwithstanding anything in this Agreement to the contrary, all requests of Equis for payment of indemnity pursuant to this Agreement shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Bankruptcy Court to ensure that payment of such indemnity conforms to the terms of this Agreement and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought, provided, further, that in no event shall Equis be indemnified if it is finally judicially determined that the claims for the losses, damages or liabilities at issue resulted from Equis' gross negligence, willful misconduct or breach of fiduciary duty.

In the event that Equis seeks reimbursement for attorneys' fees from the Debtor pursuant to this Agreement, the invoices and supporting time records from such attorneys shall be included in Equis' own applications (both interim and final) and such invoices and time records shall be subject to the Office of the United States Trustee's guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

## ARTICLE VI.

### CONFIDENTIALITY

"*Properties Information*" means all information pertaining to the Properties, including, without limitation, the database of information pertaining to the Properties (the "*Properties Database*") that Equis creates, updates, and maintains under this Agreement. All Properties Information is and will remain the confidential property of the Debtor and will only be used by

Equis to fulfill its obligations to the Debtor under this Agreement. Equis will keep the Properties Information in confidence, will not disclose it to others, and will limit access to the Properties Information to those of its employees who have a need to have access to it for Equis to fulfill its obligations under this Agreement and whom Equis has obligated to maintain the confidentiality of the Properties Information. The foregoing confidentiality obligations do not apply to any compilation of Properties Information that Equis can show becomes known to the public other than through a breach of this provision, or to the sharing of Properties Information with any employee or agent of New Chrysler. The foregoing obligations survive expiration or termination of this Agreement and continue until the Properties Information becomes public other than through a breach of this provision.

## ARTICLE VII.

### GENERAL PROVISIONS

7.1 Entire Agreement. This Agreement supersedes any and all prior agreements, whether oral or in writing, and sets forth the entire understanding and agreement between Equis and the Debtor regarding the subject matter hereof, except that nothing herein shall modify or affect the Original Agreement as assumed and assigned to New Chrysler. This Agreement may be amended, modified or supplemented only in writing as agreed to and signed by authorized representatives of Equis and the Debtor.

7.2 No Waiver. No forbearance, delay, or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach.

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable and a court refuses to modify or reform any such provision, such provision shall be eliminated from this Agreement but each of the remaining provisions shall remain in full force and effect.

7.4 Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communications, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Equis:

UGL EQUIS CORPORATION  
161 North Clark Street, Suite 2400  
Chicago, IL 60601  
Attn: Carole Jurkash  
Gregory Trusso  
Telephone: 312-424-8000  
Facsimile: 312-424-8080

Email: carole.jurkash@ugl-equis.com  
gregory.trusso@ugl-equis.com

SEYFARTH SHAW LLP  
131 South Dearborn Street, Suite 2400  
Chicago, Illinois 60603  
Attn: Sara E. Lorber  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000  
Email: slorber@seyfarth.com

If to the Debtor:

CAPSTONE ADVISORY GROUP  
Park 80 West  
Plaza I, Plaza Level  
Saddle Brook, NJ 07663  
Attn: Brian Aronson  
Telephone: (201) 587-7100  
Facsimile: (201) 587-7102  
Email: baronson@capstoneag.com

JONES DAY  
1420 Peachtree Street, N.E.  
Suite 800  
Atlanta, Georgia 30309  
Attn: Jeffrey B. Ellman, Esq.  
Telephone: (404) 521-3939  
Facsimile: (404) 581-8330  
Email: jbellman@jonesday.com

or to such other address as the parties may designate in writing.

7.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures transmitted by facsimile shall be considered authentic and legally binding.

7.6 Successors and Assigns. Equis shall be entitled to compensation for Services rendered as set forth herein, and this Agreement shall be binding upon the Debtor or any successor or assignee, including, but not limited to, a chapter 11 or 7 trustee, examiner or "liquidator."

7.7 Bankruptcy Court Approval. The Debtor shall promptly apply to the Bankruptcy Court for authority to retain Equis in accordance with this Agreement. In connection with such application, the Debtor will request authority to pay Equis, solely from the proceeds of any sale of a Property, the commissions set forth in this Agreement and the expenses set forth herein as they come due without the necessity of Equis' filing interim fee applications with the Bankruptcy Court.

The effectiveness of this Agreement is subject to and contingent upon the entry of an order approving the application to retain Equis as a professional under section 327 of the Bankruptcy Code (the "*Approval Order*"), in form and substance reasonably acceptable to Equis, authorizing the Debtor's entry into this Agreement, which Debtor agrees to use commercially reasonable efforts to obtain. The Debtor will provide Equis with a copy of the pleadings requesting retention of Equis prior to submission to the Bankruptcy Court and advise Equis of any objection or hearings pertaining to Equis' retention. Equis shall provide the Debtor with any and all information and documentation necessary or appropriate for its retention by the Debtor.

The Debtor acknowledges that this Agreement in its entirety will be attached to, and made a part of, the Debtor's application to the Bankruptcy Court and will be incorporated by reference in the Approval Order authorizing Equis' retention.

7.7 Time Records. The Debtor recognizes and acknowledges that the services to be provided by Equis pursuant to this Agreement are, in general, transactional in nature, and Equis will not be billing the Debtor by the hour or maintaining time records. It is agreed that, unless otherwise ordered by the Bankruptcy Court, Equis is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.

7.8 Choice of Law. This Agreement shall be governed by and construed in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of law, and the parties agree that any disputes under or related to this Agreement shall be heard by the Bankruptcy Court.

7.9 Miscellaneous.

(a) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

(b) By executing or otherwise accepting this Agreement, the Debtor and Equis acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

(c) The Debtor acknowledges that Equis is a national real estate firm. In some cases Equis (or an affiliated company) may represent prospective purchasers, tenants, and/or landlords. In the event the foregoing arises, Equis will immediately advise the Debtor and its counsel in writing. The Debtor nevertheless desires that this Agreement be fully implemented with the understanding that if a property is to be presented to such persons or entities that may also be represented by Equis (or an affiliated company), Equis shall properly maintain the confidentiality of each of its clients.

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

UGL EQUIS CORPORATION

By: Alvin W. Montano <sup>CMO</sup>

Its: Chief Executive Officer

OLD CARCO LLC

By: R. E. Kolka

Its: \_\_\_\_\_



## EXHIBIT "A"

### DESCRIPTION OF SERVICES

**I. Transaction Services.** Equis shall deliver the several different transaction services to the Debtor with documentation and decision support in form and content reasonably acceptable to the Debtor. Upon execution of an Equis Work Order designating a Property or Properties, or other similar written directive received from the Debtor, Equis shall provide the following services in conformance with this Agreement:

**A. Property Dispositions.**

1. **Property Evaluation.** Equis will assist the Debtor in the evaluation of Properties to determine their highest and best use.
2. **Strategy Development.** Equis will develop the maximum number of qualified prospects for the Debtor in the shortest possible period of time. Equis' strategy will establish and identify all options and opportunities, define budgets, create the appropriate marketing theme and time-frame for successful project execution. Depending on the nature of the assignment and its location, a listing agent may be retained by Equis to assist in the process.
3. **Implementing Strategy.** All potential prospects will be contacted, qualified and, when interest arises, lead in an orderly manner to successful conclusion. During the process, there will be an ongoing review of each prospect along with updates indicating status or changes affecting the outcome versus the targets.
4. **Finalize Transactions.** Equis will coordinate the contract process between the Debtor, the buyer and their respective counsel.

**B. Post-Transaction Memorandum.** Within a reasonable time after the completion of a transaction or the furnishing of Services to the Debtor with respect to a specific Property, Equis shall furnish a written summary of the same in the form of a post-transaction memorandum or other similar document.

## **EXHIBIT "B"**

Upon the closing of the sale of any Property, Equis shall be deemed to have earned, and, the Debtor shall pay to Equis, a fee (a "*Commission*") based on the Gross Sale Price (as defined below) in accordance with the following sliding scale structure:

<i>Gross Sale Price</i>	<i>Commission Percentage</i>
\$0-\$249,999	8.0%
\$250,000-499,000	6.0%
\$500,000-\$999,000	5.0%
\$1 Million to \$3.9 Million	4.0%
\$4 Million and Over	3.0%

For purposes of this Exhibit "B", Gross Sale Price shall mean the sale price of the Property as of the closing date reduced by any concessions and/or credits given to the buyer of such Property at closing; provided, however, that this reduction shall not include amounts for the payment of real property taxes, transfer taxes, assessments, liens, commissions, prorations, title insurance premiums and costs, third party reports, recordation fees and other closing costs typically incurred in connection with the sale of real property ("*Closing Costs*").

The foregoing compensation structure assumes that Equis will pay any commission owing to a buyer's broker on account of a disposed Property from its Commission. In the event Equis is the sole broker on the sale of any Property, Equis will be entitled to 75% of the Commission amounts set forth above in connection with the sale of that Property.

Notwithstanding anything to the contrary above, Equis shall only be entitled to a Commission from the proceeds of the sale of a Property as set forth in Article II of the Agreement. If the proceeds of a sale are insufficient to pay the entire Commission as calculated herein after payment of Closing Costs, Equis shall be deemed to have waived any right to the remainder of its Commission.