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TRUST MANAGEMENT AGREEMENT

This Agreement is made and entered into this list day of December, 1987, by and between THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS, an Illinois banking corporation (dereinafter referred to as "Bank"), and NBD TRUST COMPANY OF ILLINOIS, an Illinois corporation (hereinafter referred to as "Trust Company").

WITNESSETH:

WHEREAS, the Bank is an Illinois banking corporation having its principal place of business in Arlington Heights, Illinois, and is qualified to act as a fiduciary in the State of Illinois, pursuant to which qualification it is a fiduciary under the various instruments identified on Exhibit A hereto (the "Trusts"); and

whereas, the Trust Company is an Illinois comporation, having its principal place of business in Park Ridge, Illinois, and is in the business among other things, of acting as a fiduciary under and otherwise managing the affairs of trust accounts; and

whereas, on December 31, 1987, the Bank will merge into and transfer to the Trust Company all of its trust business other than the Trusts.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the neceipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

- 1. Recitals. The recitals hereinbefore set forth constitute an integral part of this Agreement evidencing the intent of the parties in executing this Agreement and are hereby made a part hereof.
- and after the date hereof, Trust Company shall administer each of the Trusts identified on Exhit it A hereto and in connection therewith shall perform on behilf of Bank each and every service required to be performed by Bank as a fiduciary under the instruments creating and governing such accounts (the "Instruments") and by law, to the extent that it lawfully may. In connection therewith, Trust Company shall precare for execution by Bank all documents required to be executed by Bank as thustee or other figuriary and notify Bank of any other actions which Bank must take directly and which cannot be performed on its behalf by the Trust Company.

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- 3. Compensation to be prid to Trust Company Bank agrees to remit to Trust Company, as compensation for Trust Company's administration of the Trusts, all fees and charges paid to Bank as compensation for Bank's services as filluciary of the Trusts.
- 4. Bank's Warranties and Representations as to Trust Account. Bank represents and warrants as to each of the Trusts:
 - A. Bank has delivered to Trust Company the complete trust files and documents and any and all trust property in its possession in connection with such accounts.
 - B. Bank has fully performed to date all of its obligations under the Instruments.
 - c. All applicable federal and state laws, rules and regulations have been complied with by the Bank in its administration of the Trusts to date.
- intended to nor shall it be construed as a delegation by the Bank to Trust Company of any duties or responsibilities of the Bank under the Instrument, which may not be delegated as a matter of law. Specifically, no investment authority shall be exercised by Trust Company except to the extent permitted by law and all investment activities of the Trust Company with respect to the Trusts shall be made only on the express direction of the Bank. All actions by the Trust Company on behalf of the Bank shall comply with applicable state and federal law and all requirements of Bank's federal and state regulators. Upon request, Trust Company shall promptly furnish Bank with originals or copies possession or control. Trust Company shall monthly report to Bank all information required by Bank to review the trust activities auministered by the Trust Company and to meet any and all requirements of the Bank's trust policies and of its federal and state regulators. Trust Company shall prepare and deliver on behalf of bank all reports, trust payments and distributions required to be funished by the Bank pursuant to the Instruments.
- 6. Compensation to Bank. In consideration of the payment to Trust Company for its administration services hereunder. Trust Company shall cause to be rebated to Bank a portion of its net before tax profits annually pursuant to a formula to be mutually agreed upon by ween Bank, Trust Company, and their holding company, NBD Bancorp Inc.

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- Trust Company's Insurance. Trust Company shall, at no expense to Bank, maintain at all times while this Agreement is in force policies of fidelity, fire, and extended coverage, theft, forgery, and errors and emissions insurance and shall furnish proof of such insurance overage upon demand by Bank. Such policies shall be in amounts reasonably satisfactory to Bank from time to time and with acceptable standard coverages in a form satisfactory to Bank.
- This Agreement may be terminated by Termination the Bark upon notice to Trust Company with respect to my or all trust accounts being administered, such termination to take place at Pank's option for the following:
 - Failure or default in the performance of any material obligation under this Agreement.
 - B. Insolvancy, comservatorship, receivership or bankruptcy of Joust Company.
 - C. Assignment or attempted assignment of Trust Company's rights and obligations under this Agreement without the written consent of Bank.
 - D. Without cause, upon 30 days written notice served upon Trust Company in the manner provided in Section 10 hereof.

Notice of termination pursuant to Superagraphs A, B or (shall & be effective immediately upon service in the manner provided in Section 10 hereof. Upon any termination, Trust Company will C account for and turn over to Bank with respect to all trust accounts, all records and property as 15 may have in its possession relating to each such trust account. In the event that the termination shall occur under the concumstances of Subparagraph A. B., or C. Trust Company shall indemnify Dank for ony and all actual damages incurred by Bank.

Nonexclusivity. This Agreement is nonexclusive to either party. Trust Company shall be free to administent other trust accounts through any other Lank, lending institution, private individual, or corporation, including itself, without notice or consent of the Bank. The Bank shall be free to contract with any other party in a like or similar business as Trust Company with respect to any or all of the services provided by Trust Company hereunder without notice to or the consent of Trust Company.

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10. Notices. All notices, demands or other communications given in connect on with this Agreement shall be in writing and shall be assumed to have been given when personally delivered or mailed by certified mail, return receipt requested. Notices, demands or other communications, unless another address is specified in a notice complying with this paragraph, shall be sent to the addresses indicated below:

(a) If to Trust Company:

NBD Trust Company of Illinois
One South Northwest Highway
Park Ridge, Illinois 60068
Attn: Richard L. Kozlowski, President

(b) If to Bank:

The Lank and Trust Company of Arlington Heights 900 F. Kennsington Road Arlington Park, Illinois 60004 Attn: S.A. Perry, Senior Vice President

(With a copy in each case to:

John Duncan, Esq.
JONES, DAY, REAVIS & POGUE
225 West Washington
26th Floor
Chicago, Illinois 60606

- respect to indemnification and camages nereunder shall survive the termination of this Agreement.
- 12. Governing Law. This Agreement was negotiated and executed and is to be performed in the State of Illinois, and shall be governed by and construed in accordance with the laws of that State.
- 13. Miscellaneous. This ocument, with all accompanying exhibits and schedules, contain the entire Agreement between the parties hereto with respect to the administration of trust accounts held by Bank as trustee. No amendments or modifications in any respect shall be permitted except by mutual agreement in writing signed by both partie. The invalidity of any portion of this Agreement shall in no way affect the balance hereof. This Agreement shall remain in effect until termination.

IN WITNESS WHEREOF, the parties have executed this Agreement to be executed on the day and year first above written.

NBD TRUST COMPANY OF ILLIEGIS

dzlowski, President

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