

RESTRICTED GIFT AGREEMENT

This Restricted Gift Agreement is entered into this 11th day of June, 1998 by and between Howard L. Storch, of Kenilworth, Illinois, and the Kenilworth Park District, of Kenilworth, Illinois.

Recitals:

The Donor desires to make a gift of _____ shares of the common stock of First Chicago NBD Corporation to the Park District for the purpose of beautifying the Park District's Properties.

The Donor desires to place certain conditions on the use of the gift by the Park District.

The Park District desires to accept such gift subject to such conditions.

Now, therefore, the Donor and the Park District hereby agree as follows:

Terms And Conditions

1. Definition Of Terms. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

(a) "Agreement". The term "Agreement" shall mean this Restricted Gift Agreement, as amended and then in effect.

(b) "Beautification Projects". The term "Beautification Projects" shall mean landscaping projects, horticulture projects and building permanent structures of the kind used in landscape design, including, without limitation, a gazebo, fountain, stone wall or brick pathway, on Park District Properties to the extent such projects or structures are not funded under the Park District's annual budget.

(c) "Donor". The term "Donor" shall mean Howard L. Storch, of Kenilworth, Illinois.

(d) "Gift". The term "Gift" shall mean the original gift of First Chicago NBD Corporation shares to the Park District by the Donor and all investments and reinvestments thereof.

(e) "Income Earned On The Gift". The term "Income Earned On The Gift" shall mean all ordinary income earned on the Gift, including, without limitation, dividends, interest, rents and royalties, but not any realized or unrealized appreciation resulting from investing the Gift.

(f) "KGC". The term "KGC" shall mean the Kenilworth Garden Club, of Kenilworth, Illinois, or any successor in interest.

(g) "Park District". The term "Park District" shall mean the Kenilworth, Illinois Park District, or any successor in interest.

(h) "Park District Properties". The term "Park District Properties" shall mean those properties which are shaded on the map attached hereto as Exhibit A and any additional properties which the Park District acquires or for which the Park District assumes the responsibility (in whole or in part) to maintain.

(i) "Principal Of The Gift". The term "Principal of the Gift" shall mean the Gift, including any realized or unrealized appreciation resulting from investing the Gift.

(j) "School". The term "School" shall mean the Joseph Sears School, of Kenilworth, Illinois, or any successor in interest.

2. Gift By Donor. Contemporaneously herewith, the Donor is transferring _____ shares of the common stock of First Chicago NBD Corporation to the Park District as a gift for the purpose of beautifying the Park District's Properties. The Gift is subject to the conditions set forth below.

3. Acceptance Of Gift By Park District. The Park District hereby acknowledges receipt of _____ shares of the common stock of First Chicago NBD Corporation from the Donor and accepts the Gift subject to the conditions set forth below.

4. Conditions On Gift. The Gift is subject to the following conditions:

a. Separate Fund. Upon receipt, the Park District shall immediately set aside the Gift in a new investment account or accounts in the name of the Park District and shall keep the Gift separate from the Park District's other assets. The separate account(s) shall be designated as the "Marguerite L. Storch Memorial Garden Fund."

b. Investment Of Separate Fund. The Park District shall invest the Marguerite L. Storch Memorial Garden Fund in the manner which it deems prudent. The Donor requests, but does not require, the Park District to sell the stock which it receives from the Donor and to invest the Marguerite L. Storch Memorial Garden Fund in a diversified portfolio of financial assets which have the highest possible rating for quality and which pay a relatively high current income, but produce sufficient appreciation to keep pace with inflation. A current type of security which would accomplish the Donor's stated objective would be AAA rated public utility stocks.

c. Use Of Income Earned On The Gift. The Income Earned On The Gift shall be used each calendar year for Beautification Projects and to pay the cost of the audit referred to in paragraph 6 below. Any Income Earned On The Gift in a given calendar year which is not used for such purposes in that calendar year may be (i) accumulated and used in future calendar years for such purposes or (ii) distributed to the School, to be used to supplement the School's budget for programs to assist students with learning disabilities or differences, as the Park District determines, in its sole and absolute discretion. The Park District acknowledges that it is the Donor's intent to fund beautification projects on Park District Properties which are in addition to those which the Park District funds under its annual budget and that it is not the Donor's intent for the Park District to use the Income Earned On The Gift to reduce the portion of its annual budget allocated to beautification projects in future years. The Park District agrees to implement the Gift in a manner which is consistent with the Donor's expressed intent.

d. Use Of The Principal Of The Gift. The Principal of the Gift shall be held in perpetuity by the Park District and shall not be used by the Park District for any purpose other than investment.

e. Allocation Of Income To Beautification Projects. Beginning in January of 1999, and continuing each January thereafter, the Park District shall invite KGC, other clubs or organizations and any other interested persons to submit proposals for the beautification of the Park District's properties. Beginning in February of 1999, and continuing each February thereafter, the Park District shall request KGC, if it then is in existence, to recommend to the Park District which beautification proposals should be funded in that calendar year. Beginning in March of 1999, and continuing each March thereafter, the Park District, in its sole and absolute discretion, shall select the Beautification Projects to be funded in that calendar year.

5. Identifying Marker For Major Projects. The Park District shall place a permanent, tasteful and discrete bronze plaque or marker near all major Beautification Projects which it deems appropriate, in its sole and absolute discretion, which informs the public that the Beautification Project was a gift to the Village of Kenilworth from the Marguerite L. Storch Memorial Garden Fund.

6. Audit Of Separate Fund. The outside auditors employed by the Park District shall annually review the separate investment account(s) in which the Gift and the Income Earned On The Gift are held, and shall prepare a report which sets forth the Income Earned On The Gift during the prior calendar year, sets forth the expenditures made from the separate investment account(s) in the prior calendar year and sets forth the assets on hand at the end of the prior calendar year. The President of the Park District shall attach to each such annual report a written certification which states that all expenditures made from the separate investment account(s) in the prior calendar year were made in compliance with the terms of this Agreement. A copy of each annual report shall be submitted to each

member of the Park District Board and to each member of the Board of Trustees of the Village of Kenilworth, Illinois, and a notice shall be posted each calendar year at the same place that notices of future meetings of the Board of Trustees of the Village of Kenilworth, Illinois are posted notifying the public that such annual report is available to any resident of the Village of Kenilworth, Illinois upon request. A copy of each annual report shall be made available to any resident of the Village of Kenilworth, Illinois upon request.

7. Relinquishment Of Reversionary Rights. The Donor relinquishes any and all rights which the Donor may have to obtain the return of the Gift or of the Income Earned On The Gift.

8. Representations And Warranties. In order to provide a material inducement to enter into and perform this Agreement, each of the parties represents and warrants to each other party that:

8.1 Authority. Each party has full competency, power and authority, without the consent or approval of any other person, to execute and deliver this Agreement and to consummate, and to cause the consummation of, the transactions contemplated by this Agreement. All action required to be taken by or on behalf of each party to authorize the execution, delivery and performance of this Agreement has been duly and properly taken.

8.2 Non-Contravention. This Agreement is each party's duly executed and delivered agreement, and constitutes a lawful, valid and binding obligation, enforceable against each party in accordance with its terms. Each party's execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement are not prohibited by, do not violate, conflict with, or require consent under any provision of, and do not result in a default under (a) any contract, agreement or other instrument to which he or it is a party or by which he or it is bound, (b) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to him or it, or (c) any law, rule or regulation applicable to him or it.

8.3 Reliance On Advice Of Counsel. Each party has read this Agreement carefully and understands all of its terms. Each party has obtained the advice of legal counsel of his or its own choice prior to signing this Agreement. Each party agrees to all of the terms of this Agreement voluntarily.

8.4 Complete Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and

understandings, inducements or conditions, express or implied, oral or written. None of the parties is relying on any statement or representation by any other party or any agent of a party except as set forth in this Agreement, and each party is relying on his or its own judgment in entering into this Agreement.

9. Miscellaneous.

9.1 Parties In Interest. Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person or entity other than the parties any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

9.2 Amendments. The parties may amend, modify or supplement this Agreement in such manner as they agree in writing.

9.3 Waiver. No party hereto shall be deemed to have waived any right or remedy hereunder unless such waiver is in writing and signed by the party claimed to have waived such right or remedy. No delay or omission in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or any other right or remedy. A waiver upon any one occasion shall not be considered as a waiver of any right or remedy on any further occasion.

9.4 Each Party To Bear Costs And Expenses. Except as otherwise specifically provided in this Agreement, each party shall pay all of his or its own costs and expenses, including legal fees and expenses, in connection with the performance of and compliance with this Agreement by such party. If an action or proceeding is commenced by a party to enforce or interpret any provisions of this Agreement, the non-prevailing party or parties shall promptly reimburse the prevailing party or parties for the prevailing party or parties' reasonable costs and expenses of such action or proceeding (the finality of which is not contested), including reasonable attorneys' fees.

9.5 Nature And Survival Of Representations, Warranties And Covenants. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall be deemed incorporated in this Agreement and shall constitute representations, warranties, covenants and agreements of the respective party delivering the same. All such representations, warranties, covenants and agreements shall survive the consummation of the transactions contemplated by this Agreement.

9.6 Specific Performance. The parties acknowledge that it would be impossible to fix the amount of money damages caused by a breach of this Agreement by any other party, and, therefore, this Agreement may be enforced by specific performance and/or injunctive relief. The parties hereby waive any defense that an action to enforce this Agreement by specific performance and/or injunctive relief is inappropriate because of an adequate remedy at law; provided, however, that nothing in this paragraph 9.6 is intended to prohibit any party from bringing an action for money damages for breach of this Agreement (either in lieu of or in addition to an action for specific performance and/or injunctive relief).

9.7 Successors And Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, successors and assigns.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to the conflicts of laws provisions thereof.

9.9 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when personally delivered (including by Federal Express or other reputable, regularly operating courier service) or sent by facsimile transmission (with a confirming copy to be sent by next day delivery by Federal Express or other reputable, regularly operating courier service). All such notices, demands and communications shall, unless another address is specified in writing, be sent to the respective addresses set forth below:

(a) To the Donor:

Mr. Howard L. Storch
Storch & Co., Inc.
Suite 228
625 N. Michigan Avenue
Chicago, Illinois 60611

With a copy to:

Daniel B. Hales, Esq.
Peterson & Ross
Suite 7300
200 E Randolph Drive
Chicago, Illinois 60601

(b) To the Park District:

President
Kenilworth Park District
419 Richmond Road
Kenilworth, Illinois 60043

With a copy to:

Bruce G. Wilson, Esq.
Jenner & Block
One IBM Plaza
Chicago, Illinois 60611

9.10 Captions. The caption headings preceding the text of the paragraphs and subparagraphs of this Agreement are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

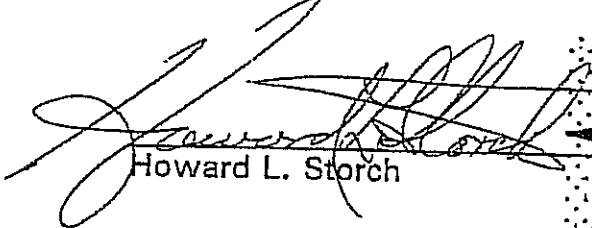
9.11 Construction Of Agreement.

9.11.1. Unless the context otherwise requires, (a) each term defined in this Agreement has the meaning assigned to it, (b) "or" is disjunctive but not necessarily exclusive, (c) words in the singular include the plural and vice versa, (d) the word "including" and similar terms following any statement shall not be construed to limit the statement to matters listed after such word or term, whether or not a phrase of nonlimitation such as "without limitation" is used, and (e) the term "person" shall mean any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, or other form of business or legal or governmental entity.

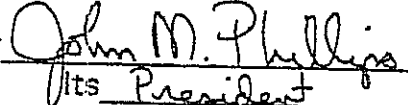
9.11.2. No provision of this Agreement shall be interpreted in favor of, or against, any of the parties by reason of the extent to which any such party or his or its counsel participated in the drafting of this Agreement or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement.

9.12 Execution In Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

In Witness Whereof, the Donor and the Park District have executed this Agreement as of the date first written above.


Howard L. Storch

KENILWORTH PARK DISTRICT

By 
Its President

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