

**This Trust Agreement**, dated this 2nd day of May, 1938, and known as Trust No. 113128 is to certify that LASALLE NATIONAL BANK, a national banking association, Chicago, Illinois, as Trustee hereunder, is about to take title to the following described real estate in Lake County, Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

and that when it has taken the title thereto, or to any other real estate deeded to and accepted by it as Trustee hereunder, it will hold it for the uses and purposes and upon the trusts herein set forth. The following named persons shall be entitled to the earnings, avails and proceeds of said real estate according to the respective interests herein set forth, to-wit:

**W.W. GRAINGER, INC., an Illinois Corporation**

IT IS UNDERSTOOD AND AGREED between the parties hereto, and by any person or persons who may become entitled to any interest under this Trust:

(A) That the interest of any beneficiary hereunder shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided, and the right to receive the proceeds from rentals and from mortgages, sales or other disposition of said premises, and that such right in the avails of said property shall be deemed to be personal property, and may be assigned and transferred as such; that in case of the death of any beneficiary hereunder during the existence of this Trust, his or her right and interest hereunder shall, except as herein otherwise specifically provided, pass to his or her executor or administrator, and not to his or her heirs at law; and that no beneficiary now has, and that no beneficiary hereunder at any time shall have any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid. The death of any beneficiary hereunder shall not terminate the Trust nor in any manner affect the powers of the Trustee hereunder. An assignment of any beneficial interest hereunder shall be void until the original or a duplicate of the assignment is lodged with and accepted in writing by the Trustee.

(B) Nothing contained in this agreement shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries from time to time will individually make all such reports, and pay any and all taxes required with respect to the earnings, avails and proceeds of said real estate, or growing out of their interest under this Trust Agreement. It is the sole obligation of the beneficiaries hereunder to pay all taxes and assessments levied against the trust and the trust property.

(C) In case said Trustee shall be made a party to any litigation on account of holding title to said real estate or in connection with this trust, said Trustee shall have the right to retain counsel of its choice to defend said Trustee. In case said Trustee shall make any advances of money on account of this Trust or shall be made a party to any litigation on account of holding title to said real estate or in connection with this Trust, or in case said Trustee shall be compelled to pay any sum of money on account of this Trust, whether on account of breach of contract, injury to person or property, fines or penalties under any law or otherwise, the beneficiaries hereunder do hereby jointly and severally agree that they will on demand pay to the said Trustee, with interest thereon at the highest lawful rate per annum, all such disbursements or advances or payments made by said Trustee, together with its expenses, including reasonable attorneys' fees, and that said Trustee shall not be called upon to convey or otherwise deal with said property at any time held hereunder until all of said disbursements, payments, advances and expenses made or incurred by said Trustee shall have been fully paid, together with interest thereon as aforesaid. However, nothing herein contained shall be construed as requiring the Trustee to advance or pay out any money on account of this Trust or to prosecute or defend any legal proceeding involving this Trust or any property or interest thereunder unless it shall be furnished with funds sufficient therefor or be satisfactorily indemnified in respect thereto. In case on non-payment of any of said disbursements, advances, or other payments, or upon non-payment of any fees, charges and compensation of the Trustee referred to in paragraph (J) hereof, the Trustee shall have a first lien therefor on the property held in Trust herein, and if said amount is not paid within 60 days after demand, the Trustee is hereby authorized and directed, without further notice or advertisement, to sell from time to time at public or private sale and to transfer and convey sufficient of said property to pay such disbursements, advances and payments and such fees, charges and compensation, and after deducting all expenses in connection with such sale, including reasonable compensation for itself and its attorneys, to pay the balance thereof to the beneficiary or beneficiaries hereunder in proportion to their respective interests hereunder. In the event the Trustee is served with process or notice of legal proceedings or of any other matter concerning the Trust or the trust property, the sole duty of the Trustee in connection therewith shall be to forward the process or notice by first class mail to the person designated herein as the person to whom inquiries or notices shall be sent or, in the absence of such designation, to the beneficiaries. The last address appearing in the records of the Trustee shall be used for such mailing. The Trustee shall have the right to obtain counsel of its choice to appear and defend the interests of the Trustee in the event the Trustee is named as a party in any legal proceedings, or if any adverse claims are made against the Trustee or the trust property; and the beneficiaries hereunder do hereby jointly and severally agree to pay all costs expended by the Trustee in connection therewith, including reasonable attorneys' fees.

(D) It shall not be the duty of the purchaser of said premises or of any part thereof to see to the application of the purchase money paid therefor; nor shall any one who may deal with the Trustee be required or privileged to inquire into the necessity or expediency of any act of said Trustee, or of provisions of this instrument.

(E) This Trust Agreement shall not be placed on record in the Recorder's Office of the county in which the land is situated, or elsewhere, and the recording of the same shall not be considered as notice of the rights of any person hereunder, derogatory to the title or powers of the Trustee.

(F) It is understood and agreed by the parties hereto and by any person who may hereafter become a beneficiary hereunder, that said LASALLE NATIONAL BANK will deal with said real estate and with any cash or other property or assets of any kind which may come into the possession or control of the Trustee only when authorized to do so in writing, and that it will make deeds for, or deeds conveying directly to a trust Grantee, or mortgages or trust deeds (including the waiver of the right of redemption from sale under an order or decree of foreclosure), or otherwise deal with the title to said real estate or such other assets or property on the written direction of such person or persons as may be the beneficiary or beneficiaries at the time, or on written direction of

**W.W. GRAINGER, INC. by:**  
**Jere D. Fluno, Vice Chairman; or Wiley N. Caldwell, President; AND**  
**L.J. Flory, Vice President and Secretary; or**  
**Robert D. Pappano, Vice President, Treasurer and Asst. Secretary**

or such other person or persons as shall be from time to time named in writing by the beneficiary or beneficiaries; provided that, if any person now or hereafter expressly named as the person (or as one of the persons) having such power of written direction shall be a beneficiary hereunder and shall assign his beneficial interest herein, then no written direction of any such person given subsequent to the filing of such assignment with the Trustee shall be recognized without the consent thereto of his assignee; provided, further, that the Trustee shall not be obliged to inquire into the propriety of any such written direction; and provided, further, that the Trustee shall not be required to deal with the trust so long as any money is due to it hereunder, or to enter into any personal obligation or liability in dealing with said land or to make itself liable for any damages, costs, expenses, fines or penalties.

(Over)

(G) The beneficiary or beneficiaries hereunder in his, her or their own right shall have the management of said property and control of the selling, renting and handling thereof and the keeping, performing and enforcing of all leases and agreements and covenants running with the land, and each beneficiary or his or her agent shall collect and handle his or her share of the rents, earnings, avails and proceeds thereof, and the Trustee shall have no duty in respect to such management or control, or the handling or application of such rents, earnings, avails or proceeds or in respect to the keeping, performing or enforcing of any leases, agreements, or covenants running with the land, or in respect to the payment of taxes or assessments or in respect to insurance, litigation or otherwise, except as herein otherwise provided. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee or to bind the Trustee personally. No legal action shall be brought in the name of the Trustee without its prior consent in writing. If any property remains in the trust 20 years from this date, and the trust has not been extended, the Trustee on reasonable notice, in its sole discretion shall: (i) sell the property at a public sale; or (ii) convey the trust property to the then beneficiaries hereunder; or (iii) resign as Trustee. The proceeds of any public sale after the payment of reasonable expenses and fees, shall be divided among those beneficiaries who are entitled thereto under this Trust Agreement.

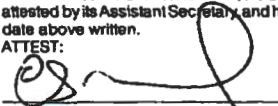
(H) The Trustee may at any time resign by sending by registered mail a notice of its intention so to do to each of the then beneficiaries hereunder at his or her address last known to the Trustee. Such resignation shall become effective ten days after the mailing of such notice by the Trustee. In the event of such resignation a successor or successors may be appointed by the person or persons then entitled to direct the Trustee in the disposition of the trust property, and the Trustee shall thereupon convey the trust property to such successor or successors in trust. If no successor in trust is named as above provided within ten days after the mailing of such notice by the Trustee, then the Trustee may convey the trust property or any portion thereof to the beneficiaries in accordance with their respective interests hereunder and the beneficiaries for themselves, their legal representatives, executors, administrators and assigns agree that the Trustee at its option may deliver deed evidencing such conveyance to the Recorder of Deeds (or Registrar of Titles) in the county or counties in which the real estate is situated for recording and such conveyance shall thereupon be effective and complete, or the Trustee may, at its option, file a complaint for appropriate relief in any court of competent jurisdiction. The rights, remedies and liens of the Trustee provided for in paragraph (C) hereof shall continue notwithstanding the resignation or removal of the Trustee or conveyance of any of the trust property.

(I) Every successor, Trustee or Trustees appointed hereunder shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.

(J) The LASALLE NATIONAL BANK shall receive for its services in accepting this Trust and in taking title hereunder the sum of \$ 1,800.00 also the sum of \$ 925.00 per year in advance for holding title after the 2nd day of May, 19 89, so long as any property remains in this Trust or as adjusted by the Bank also its regular schedule fees for making deeds, and it shall receive reasonable compensation for processing any legal proceedings and for any special services which may be rendered by it hereunder, or for taking and holding any other property which may hereafter be deeded to it hereunder, which fees, charges or other compensation, the beneficiaries hereunder jointly and severally agree to pay. In the event the value of the property held hereunder is increased by reason of improvements made thereon after the Trustee has accepted title thereto, the Trustee shall be entitled to a reasonable additional fee for holding title thereto for each year after the year in which such improvement is made.

IN TESTIMONY WHEREOF, the LASALLE NATIONAL BANK has caused these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary, and has caused its corporate seal to be hereto attached as and for the act and deed of said Bank, the day and date above written.

ATTEST:

  
Assistant Secretary

**LaSalle National Bank,**

By   
Assistant Vice President

And on said day, said beneficiaries have signed this Declaration of Trust and Trust Agreement in order to signify their assent to the terms hereof.

W.W. GRAINGER, INC. (SEAL) Address 5500 W. Howard Street

By: \_\_\_\_\_ (SEAL) Address Skokie, Illinois 60077

\_\_\_\_\_ (SEAL)

J.D. Fluno, Vice-Chairman (SEAL)

\_\_\_\_\_ (SEAL)

W.N. Caldwell, President (SEAL)

\_\_\_\_\_ (SEAL)

Attest:  (SEAL)

L.J. Flory, VP and Secretary (SEAL)

 (SEAL)  
R.D. Pappano, VP, Treasurer and Asst. Secy.

May the name of any beneficiary be disclosed to the public? No

Refer written inquiries and legal notices by first class mail to \_\_\_\_\_

May oral inquiries be referred directly? No To whom? \_\_\_\_\_

To whom shall bills be mailed? \_\_\_\_\_

**TRUST AGREEMENT**  
and Declaration of Trust

**LaSalle National Bank**  
135 So. LaSalle Street  
Chicago, Illinois 60690

Dated \_\_\_\_\_

Trust No. \_\_\_\_\_

EXHIBIT A

THOSE PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 1147.94 FEET OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SAID SECTION 2 LYING WEST OF THE WEST LINE OF THE EAST 1485.00 FEET OF SAID GOVERNMENT LOT 2 EXCEPT THAT PART THEREOF FALLING IN ILLINOIS ROUTE 60 AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 2412463 ON JANUARY 10, 1986 AND FALLING IN ST. MARY'S ROAD (STATE AID ROUTE 41) AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 1063306 ON MARCH 15, 1960.

PARCEL C: THE WEST 990.00 FEET OF THE EAST 1485.00 FEET OF THE WEST 1/2 OF SAID SECTION 2 EXCEPT THAT PART LYING SOUTH OF THE NORTH 168.00 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 EXCEPT THAT PART OF SAID WEST 1/2 OF SECTION 2 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 495.00 FEET OF SAID WEST 1/2 OF SECTION 2, 1151.98 FEET NORTH OF THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 495.00 FEET OF THE WEST 1/2 OF SECTION 2, 880.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 495.00 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 990.00 FEET OF SAID WEST 1/2 OF SECTION 2; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 990.00 FEET AFORESAID, 880.00 FEET AND THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 495.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND EXCEPT THAT PART THEREOF FALLING IN ILLINOIS ROUTE 60 AS DEPICTED ON PLAT OF SURVEY BEING DOCUMENT NO. 2412463 RECORDED ON JANUARY 10, 1986.

PARCEL D: THOSE PARTS OF SAID SECTIONS 1 AND 2 LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 60 AND WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF RIVERWOODS ROAD AS SHOWN ON SHEET 5 OF DOCUMENT NO. 2412463 RECORDED ON JANUARY 10, 1986, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SAID SECTION 1; THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1, 699.30 FEET (DEED) 702.16 FEET (MEASURE), MORE OR LESS, TO A POINT ON THE WESTERLY



LINE OF RIVERWOODS ROAD (STATE AID ROUTE 58) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1031682 ON MAY 26, 1959; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE OF RIVERWOODS ROAD ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1186.30 FEET (RECORD) 1183.616 FEET (MEASURE) 744.90 FEET (DEED) 743.10 FEET (MEASURE), MORE OR LESS, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID RIVERWOODS ROAD 55.68 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1; THENCE WEST ALONG SAID SOUTH LINE OF GOVERNMENT LOT 2 OF THE NORTH WEST 1/4 OF SECTION 1, 435.08 FEET (DEED) 434.19 FEET (MEASURE), MORE OR LESS, TO THE SOUTH WEST CORNER THEREOF BEING ALSO A POINT ON THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 2; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTH EAST 1/4 OF SECTION 2 TO THE SOUTH EAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 2 TO THE NORTH EAST CORNER OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE POINT OF INTERSECTION WITH A LINE 95.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2; THENCE WEST ALONG SAID LINE 95.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE POINT OF INTERSECTION WITH A LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2; THENCE NORTH ALONG SAID LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2 TO THE NORTH LINE OF SAID NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2; THENCE NORTH ALONG A LINE 135.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 2, 655.00 FEET; THENCE WEST ALONG A STRAIGHT LINE TO A POINT ON SAID WEST LINE OF THE NORTH EAST 1/4 OF SECTION 2, 655.00 FEET NORTH OF THE SOUTH WEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE OF THE NORTH EAST 1/4 OF SECTION 2 TO A POINT 16.50 FEET SOUTH OF THE NORTH WEST CORNER OF GOVERNMENT LOT 1 OF SAID NORTH EAST 1/4 OF SECTION 2; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE 36.85 FEET (DEED) 36.66 FEET (MEASURE), MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 1 OF THE NORTH EAST 1/4 OF SECTION 2 SAID POINT BEING 33.00 FEET EAST OF SAID NORTH WEST CORNER THEREOF; THENCE NORTH ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF GOVERNMENT LOT 2 OF SAID NORTH EAST 1/4 OF SECTION 2 TO THE NORTH LINE THEREOF; AND THENCE EAST ALONG SAID NORTH LINE OF GOVERNMENT LOT 2 OF THE NORTH EAST 1/4 OF SECTION 2 TO THE CORNER OF BEGINNING..

PARCEL E: THOSE PARTS OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND OF THE NORTH WEST 1/4 OF SAID SECTION 11, DESCRIBED AS FOLLOWS: THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 LYING EAST OF THE EAST LINE OF THE WEST 1440.00 FEET OF SAID SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 EXCEPT THE NORTH 168.00 FEET THEREOF AND THAT PART OF THE NORTH 957.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11 LYING EAST OF

THE EAST LINE OF THE WEST 1440.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11.

PARCEL F: THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 11 EXCEPT THOSE PARTS THEREOF AS DEPICTED ON PLAT OF SURVEY OF EVERETT ROAD (STATE AID ROUTE 52) BEING DOCUMENT NO. 1063307 RECORDED ON MARCH 15, 1960, AND RIVERWOODS ROAD (STATE AID ROUTE 58) BY DOCUMENT NO. 982732 RECORDED ON MARCH 4, 1958 ALSO THAT PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SAID SECTION 12 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF SAID RIVERWOODS ROAD; AND THOSE PARTS OF THE SOUTH EAST 1/4 OF SAID SECTION 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 2; THENCE EASTERLY TO A POINT ON THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SOUTH EAST 1/4 OF SECTION 2, 24.75 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE EAST ALONG A LINE 24.75 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SOUTH EAST 1/4 OF SECTION 2 TO THE EAST LINE THEREOF; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 2, 24.75 FEET, MORE OR LESS, TO THE SOUTH EAST CORNER THEREOF; AND THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 2 TO THE CORNER OF BEGINNING.

PARCEL G: THAT PART OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 12 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY BY PROCEEDINGS HAD IN CASE NO. 64991 FILED ON JULY 2, 1957 AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF RIVERWOODS ROAD (STATE AID ROUTE 58) BY DOCUMENT NO. 982732 RECORDED ON MARCH 4, 1958 AND LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF EVERETT ROAD (STATE AID ROUTE 52) BY DOCUMENT NO. 1063306 RECORDED ON MARCH 15, 1960.

PARCEL H: THE WEST 1440.00 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND THE NORTH 957.00 FEET OF THE WEST 1440.00 FEET OF THE NORTH WEST 1/4 OF SAID SECTION 11 EXCEPT THE NORTH 168.00 FEET OF THE EAST 600.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 2 AND EXCEPT THAT PART FALLING IN THE NORTH 168.00 FEET OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 2; AND EXCEPT THE NORTH 186.00 FEET LYING WEST OF SAID EAST 600.00 FEET OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2; AND EXCEPT THE SOUTH 343.00 FEET OF THE WEST 726.00 FEET OF SAID SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2 AND EXCEPT THE NORTH 57.00 FEET OF THE WEST 726.00 FEET OF SAID NORTH WEST 1/4 OF SECTION 11.



AMENDMENT TO TRUST AGREEMENT

Whereas, Chicago Title Land Trust Company, successor trustee to LaSalle Bank National Association, Trustee under the terms of a certain agreement dated May 2, 1998 and known as Trust Number 113128, is presently holding the record title to certain real estate;

And, whereas, the undersigned beneficiaries own the beneficial interest in said trust;

And, whereas, said trust in accordance with the provisions thereof, terminates twenty years from the date of said agreement;

And, whereas, it is the desire of the undersigned to extend the terms of said trust for an additional twenty years,

Now, therefore, for an in consideration of the sum of one dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree that said trust shall continue under the same terms and conditions for an additional twenty years, except however, that the compensations of the Trustee for signing deeds and other instruments shall be its current schedule of charges for services. In addition, the Trustee shall receive each year in advance for continuing to hold title to the real estate an annual fee equal to the fee charged by the Trustee prior to the date of this amendment, or a fee as determined by the Trustee's then current rate schedule, such final fee determination to be made in the sole discretion of the Trustee. Any real estate conveyed of record to the Trustee subsequent to the date of this amendment shall not be subject to this agreement unless the Trustee shall issue its written acceptance thereof.

In witness whereof, the beneficiaries have set their hands and seals, and the Trustee has caused these presents to be executed by its Assistant Vice President, and attached its corporate seal, all this ~~1st~~ day of JULY 2010 JAN 14 2010

Signature(s) of primary beneficiary(ies)  
(Include Social Security and/or Employer's Identification numbers)

W.W. GRAINGER, INC.

By: Joel Edgar

Name: Gail Rober

Title: Vice President, Corporate Facility Services

EIN: [REDACTED]

Trust No. 113128

We do hereby certify that the within consisting of 1 pages, represents a true and correct copy of the original according to our files

CHICAGO TITLE LAND TRUST COMPANY  
Date: 10-30-10 By: [Signature]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 100 Grainger, Parkway, Ste B4156 Phone: 847-535-1000

City, State, Zip-Code: Lake Forest, IL, 60045



CHICAGO TITLE LAND TRUST COMPANY  
By: [Signature]  
Assistant Vice President

[Handwritten mark]