

THIS AGREEMENT is made between Metra Triangle FC, LLC (the "Developer"), and the Village of Orland Park (the "Village") as follows:

- 1) The Village and Developer are currently in the process of negotiating a certain Redevelopment Agreement to govern the development of the Metra Triangle Project Phase I (the "Project"), the Project to be developed on real estate that is currently in title to the Village.
- 2) In conjunction with that Agreement, the Village has agreed to make a contribution to the costs of developing the design for the Project through architectural services to be provided by RTKL Architects (the "Architect"), civil engineering services to be provided by SpaceCo Engineering (the "Engineer"), and miscellaneous work to be provided by other consultants including Khatib, Samtorono, and Woolpert (the "Other Consultants") that is required to get more accurate construction cost numbers.
- 3) In furtherance of the development of the design, the Village will commit a sum not to exceed \$300,000 for the purpose of financing part of the Design Development documents. It is anticipated that this commitment will provide 50% of the Design Development documents needed and fund the fees associated with the architectural services provided by the Architect, engineering services provided by the Engineer, and the miscellaneous work provided by Other Consultants.
- 4) The Developer will draw against the Village commitment by presenting to designated representatives of the Village periodic pay requests, certifying that, to the best of the Developer's knowledge and judgment, the percentage therein stated of the design development work that has been completed, together with an invoice from the Architect, the Engineer, or the Other Consultant stated as either percentage of design work that has been completed or as per hour charges for services rendered, identifying the time expended and the work performed. The request shall direct that payment be issued to the Architect, the Engineer, and/or the Other Consultant in the amount of the invoice. The Village will honor the pay request or notify the Developer promptly that the request has been rejected, along with a statement of the reason for the rejection and how it can be cured.
- 5) In consideration of this Agreement, the Developer shall cause the contracts between the Developer and the Architect, Engineer and Other Consultant to specify the Village as a third-party beneficiary of those contracts with a right to all notices required to be given to an owner under such contracts, and with a right to participate fully in all Project meetings, including but not limited to, Owner, Architect and Contractor meetings and the right to receive all drawing sets. The right to notice set out in this section shall include, but not be

limited to, notice of the Developer's default, and the Village shall have the right to cure such a default if it elects to do so.

- 6) Developer shall also cause the contracts between the Developer and the Architect, Engineer and Other Consultant to specify that the Village shall have the unilateral option, in the event that the contractual relationship of the Village and the Developer is terminated, to direct that the Architect, Engineer and/or Other Consultant assign its contract with the Developer to the Village or to a third party designated by the Village at that time for the purpose of completing the work on the Project.
- 7) Developer shall also cause the contracts between the Developer and the Architect, Engineer and Other Consultant to contain the following revised language with respect to the use of the instruments of service as a new, substituted clause at Section 7.3 of the Architect's contract and at Section ____ of the Engineer's contract. Language of the same substantive meaning and effect shall also be included in the contract of any other consulting professional providing design services for any aspect of this project and being compensated from Village commitment.

For the Architect's contract:

7.3 Upon execution of this Agreement, the Architect grants to the Owner and to the Third Party Beneficiary, the Village of Orland Park, a nonexclusive license to use the Architect's Instruments of Service for the purpose of constructing, completing, using, maintain, altering, adding to, renovating, remodeling or rebuilding the Project, provided that the Owner substantially performs its obligations, including causing the prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the license holder to authorize the Contractor, Subcontractors, Sub-subcontractors, and material of equipment suppliers, as well as the license holder's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The license granted to the third-party beneficiary under this section shall not terminate in the event that the Architect rightfully terminates its agreement with the Owner for cause as provided in Section 9.4 but in such event the license granted herein to the Owner shall terminate.

For the Engineer's contract:

____ Upon execution of this Agreement, the Architect grants to the Owner and to the Third Party Beneficiary, the Village of Orland Park, a nonexclusive license to use the Engineer's Instruments of Service for the purpose of constructing, completing, using, maintain, altering, adding to, renovating, remodeling or rebuilding the Project, provided that the Owner substantially performs its obligations, including causing the prompt payment of all sums when due, under this Agreement. The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Agreement. The license granted under this section permits the license holder to authorize the Contractor, Subcontractors, Sub-subcontractors, and material of equipment suppliers, as well as the license holder's consultants and

separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The license granted to the third-party beneficiary under this section shall not terminate in the event that the Engineer rightfully terminates its agreement with the Owner for cause as provided in Section ____, but in such event the license granted herein to the Owner shall terminate.

AGREED this ____ day of ____, 2011

VILLAGE OF ORLAND PARK

METRA TRIANGLE FC, LLC

By: _____

By: _____

Attest:
