

**SECOND SUPPLEMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN VILLAGE OF ORLAND PARK,
MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C.
(MAIN PLACE AT ORLAND PARK) -
NORTHEAST CORNER OF 143RD STREET AND LA GRANGE ROAD**

This Second Supplement to Amended and Restated Development Agreement for Main Place at Orland Park ("Second Supplement") is made this _____ day of _____, 2014, by and between the **VILLAGE OF ORLAND PARK**, an Illinois municipal corporation ("Village"), and **MAIN PLACE - ORLAND PARK ASSOCIATES III, L.L.C.**, a Delaware limited liability company ("Developer").

RECITALS

A. Village and Main Place – Orland Park Associates, L.L.C., a Delaware limited liability company ("Owner") did on December 22, 2004 enter into that certain agreement known as the Amended and Restated Development Agreement for Main Place at Orland Park (the "Original Agreement"), which Agreement was recorded in the Recorder's Office of Cook County, Illinois (the "Recorder") on January 26, 2005 as Document No. 0502639124, which was amended by that certain Supplement to Amended and Restated Development Agreement between Village of Orland Park, Main Place – Orland Park Associates, L.L.C. (Main Place at Orland Park) – Northeast Corner of 143rd Street and LaGrange Road (the "Supplement Agreement") between the Village and Developer which was recorded with the Recorder on March 24, 2011 as Document No. 1108334054 (the Original Agreement and the Supplement Agreement are hereinafter collectively called the "Agreement"). The Original Agreement contemplated that the property subject to the Original Agreement (the "Subject Property") would be developed in two or more phases and imposed certain requirements in connection with the development of both Phase 1 and Phase 2 (as such terms are defined in the Original Agreement). All capitalized terms used in this Second Supplement which are not defined in this Second Supplement shall have the meaning ascribed to such terms as set forth in the Agreement.

B. The Subject Property was subdivided into sixteen (16) lots pursuant to that certain plat of subdivision for Orland Park Crossing recorded in the Recorder's Office of Cook County, Illinois on September 15, 2005 as Document No. 0525845136 (the "Plat"), a copy of which is attached hereto as **Exhibit A** and made a part hereof. The lots designated in the Plat are hereinafter sometimes referred to collectively as the "Lots" and individually by number as a "Lot". Title to Lots 3, 8, 9, 12, 13, 14, 15 and 16 (the "Undeveloped Lots"), which comprise Phase 2, were transferred by Owner to Developer, an affiliated entity, on February 15, 2006, by a Deed recorded on February 23, 2006 as Document No. 0605427101 and pursuant to the Supplement Agreement, Developer succeeded to Owner's rights and obligations under the Agreement as to the Undeveloped Lots. Lots 3, 8 and 9 have been developed by Developer and are no longer considered Undeveloped Lots. Developer is in the process of entering into an agreement for the sale of Lot 8.

C. Other than Lots 12-16 of the Subject Property, which are the only remaining Undeveloped Lots, the Subject Property has been developed in accordance with the requirements, terms and limitations set forth in the Development Agreement.

D. Developer has entered into a Purchase Agreement (“Retail PSA”) with a retail developer (the “Retail Developer”) for the sale by Developer to the Retail Developer of Lots 9, 12 and the West 99.59 feet of Lot 14 (the “Retail Parcels”) to be developed by the Retail Developer with a retail use.

E. Developer has also entered into a separate Purchase Agreement (“Residential PSA”) with a residential developer (the “Residential Developer”) for the sale by Developer to the Residential Developer of Lots 13, 15 and 16 and the remainder of Lot 14 (the “Residential Parcels”) to be developed by the Residential Developer with a residential use.

NOW, THEREFORE, the parties hereto agree as follows:

1. In the event the closing of the sale by Developer to the Retail Developer of the Retail Parcels as contemplated by the Retail PSA or by Developer to the Residential Developer of the Residential Parcels as contemplated by the Residential PSA is consummated then the Village will enter into a separate Development Agreement, as the case may be, with (a) the Retail Developer with respect to the Retail Parcels that shall supersede the Agreement relative to the Retail Parcels and (b) the Residential Developer with respect to the Residential Parcels that shall supersede the Agreement relative to the Residential Parcels. If such closings of the sale of the Retail Parcels as contemplated by the Retail PSA and the Residential Parcels as contemplated by the Residential PSA are both consummated, then Developer shall have no further development obligations under the Agreement, except as may be required to comply with Paragraph 2, below; provided, however, Developer shall retain the rights granted to Developer under the Agreement which shall not be adversely affected or diminished by such separate Development Agreements, as such rights relate to the Subject Property other than the Undeveloped Lots and to Developer’s rights under Section 5 of the Supplement Agreement. If either or both the sale of the Retail Parcels pursuant to the Retail PSA or the sale of the Residential Parcels pursuant to the Residential PSA fails to close, then the Agreement shall remain in full force and effect and be extended to December 31, 2019, and apply to the remaining Undeveloped Lots retained by Developer, except Section 3 of the Supplement Agreement shall be deleted and no longer remain in effect and Paragraph A of “SECTION TWO: Contributions.” appearing on Pages 9 and 10 of the Original Agreement shall be deleted and no longer remain in effect. For the purposes of clarification, Section 2 of the Supplement Agreement shall satisfy the land or other park donation requirements of Paragraph B of “SECTION TWO: Contributions.” appearing on Page 10 of the Original Agreement. In the event the sale of the Residential Parcels under the Residential PSA to the Residential Developer fails to close prior to the closing on the sale of the Retail Parcels under the Retail PSA, then the Agreement shall thereupon without further documentation be amended automatically so that the Residential Parcels shall be burdened by a covenant and restriction that the Residential Parcels shall contain adequate impervious area benefitting the Retail Parcels sufficient in the Village’s determination to balance (in a capacity as determined by the Village) the lack of impervious area on the Retail Parcels (the “Green Space Covenant”). Upon Developer’s sale of Lot 8, it is agreed by the Village that Lot 8 shall no longer be bound by the Agreement.

2. With Developer's cooperation, the Village will create a "fall back" or "dormant" Special Service Area, pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Retail Parcels, the Residential Parcels for the future repair and maintenance of the private drives (access easements) within the Residential Parcels and Retail Parcels if said maintenance and repair are not done in accordance with Village Code. Developer hereby grants to the Village a perpetual non-exclusive access easement over the private access drive (the "Lot 8 Driveway") located within Lot 8 described on the Plat for ingress and egress for Village maintenance vehicles over the Lot 8 Driveway between 141st Street and 142nd Street, if the Village elects to repair or maintain the Residential Parcels or Retail Parcels as aforesaid pursuant to such Special Service Area. Nothing contained herein shall constitute the Lot 8 Driveway as part of any Special Service Area.

3. Developer represents and warrants to the Village that (i) Developer is the sole owner of fee title to the Lot 8 Driveway, (ii) Developer is authorized to grant the easements set forth above, and (iii) there is no mortgage or trust deed or other lien or encumbrance affecting the Lot 8 Driveway.

4. This Second Supplement may be amended, modified or terminated only with the written agreement of the owner(s) of fee title to the portion of the Lot 8 Driveway affected thereby, and the Village.

5. The easements granted herein are easements appurtenant and shall run with the land and be binding upon and inure to the benefit of the Village.

6. Developer understands and acknowledges that the planned development of the Retail Parcels will not, standing alone, meet the "Lot Coverage" requirements set forth in Section 6-212.D.1 of the Village Land Development Code. The Village has determined, however, that the proposed development of both the Retail Parcels and the Residential Parcels will, when combined for lot coverage purposes, meet said requirements. Consequently, if the closing of the sale of the Residential Parcels is not consummated, this Section 6 of this Agreement shall constitute a covenant running with the land, encumbering the Residential Parcels, so that any development of the Residential Parcels in the future must guaranty that the Village Land Development Code requirements for the combined Retail Parcels and Residential Parcels will be met.

7. SECTION ELEVEN: Notices. appearing on Pages 12 and 13 of the Agreement is hereby deleted and the following is inserted in lieu thereof:

"SECTION ELEVEN: Notices.

Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the persons set forth below as follows:

1. By personal delivery (in which event the notice shall be deemed served as of such date);

2. By mailing by certified mail, return receipt requested (in which event the notices shall be deemed served as of the second business day following such mailing);
3. By sending a fax transmission to the fax number listed below (in which event the notice shall be deemed served as of the first business day following the date of the confirmation of receipt of such transmission of the sending fax machine); or
4. By sending by nationally recognized overnight express delivery services (such as Federal Express, UPS, U.S. Postal Service, etc.) in which event the notice shall be deemed served as of the first business day following the latest of the delivery day ranges held out by such express delivery service for the manner sent. For the purposes of this Agreement, a "business day" is deemed to mean Monday through Friday, 9:00 AM to 5:00 PM, local time, excluding federal holidays.

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 403-6169
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 403-6153
3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 South Ravinia Avenue, Suite 10
Orland Park, Illinois 60462-5353
Facsimile: (708) 349-1506

For the Owner/Developer:

1. Main Place — Orland Park Associates, III, L.L.C.
c/o Davis Street Land Company
624 Davis Street, Suite 200
Evanston, Illinois 60201
Attn: Steve DiVito
Facsimile No.: (847) 425-4014
2. Davis Street Land Company

624 Davis Street, Suite 200
Evanston, Illinois 60201
Attn: Robert Perlmutter
Facsimile No.: (847) 425-4014

3. Edwards Wildman Palmer LLP
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attn: Thomas P. Duffy
Facsimile: (855) 577-8439

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section. Attorneys for each party may give notices for such party.

8. The Retail Developer, the Residential Developer and the purchaser of Lot 8 from Developer are intended third party beneficiaries of this Second Supplement.

9. Except as expressly provided in this Second Supplement, all other provisions of the Agreement remain in full force and effect and are not modified by this Second Supplement.

10. This Second Supplement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The remainder of this page intentionally is left blank)

IN WITNESS WHEREOF, the parties have caused this Second Supplement to be executed on or as of the day and year first above written.

MAIN PLACE – ORLAND PARK ASSOCIATES, L.L.C., a Delaware limited liability company

By: _____
Robert Perlmutter
Manager

MAIN PLACE – ORLAND PARK ASSOCIATES III, L.L.C., a Delaware limited liability company

By: _____
Robert Perlmutter
Manager

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

By: _____
Village President

By: _____
Village Clerk