

[Architect's Letterhead]

March ____, 2011
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Re: AIA Document B108 - 2009 / Metra Triangle FC, LLC (the "Developer")

Ladies and Gentlemen:

The Developer and RTKL Associates, Inc. (the "Architect") have entered into that certain AIA Document B108 - 2009, Standard Form of Agreement Between Developer and Architect dated _____, 2011 (the "Agreement").

In consideration of the Village of Orland Park (the "Village") agreeing to make certain payments to the Architect under the Agreement while the Village and the Developer negotiate a Redevelopment Agreement with respect to the Project (as defined in the Agreement) (the "Redevelopment Agreement"), the Architect agrees that:

(a) it shall accept from the Village any payments due under the Agreement as though made by the Developer;

(b) it shall: (i) deliver to the Village written notice of any default by the Developer under the Agreement; and (ii) afford the Village a reasonable opportunity to cure such default before terminating the Agreement;

(c) in the event of (i) a default by the Developer under the Agreement; (ii) the termination of negotiations between the Developer and the Village without execution of the Redevelopment Agreement; or (iii) the termination of the Redevelopment Agreement after execution due to a default by the Developer (each, a "Termination Event"); and upon certification by the Village to the Architect that a Termination Event has occurred, the Architect shall continue performance under the terms of, and in accordance with, the Agreement on behalf of the Village or on behalf of such third party as the Village shall designate to assume the Agreement, so long as the Architect is compensated in accordance with the Agreement for all services so rendered at the Village's request, even if the Architect has not been compensated for any services previously rendered on behalf of the Developer; and

(d) in the event of a Termination Event, the Village may terminate the Agreement, without cost to the Village; provided that, notwithstanding any such termination: (i) the Village shall have the right to possession and use of all plans, specifications, and working drawings developed pursuant to the Agreement (the "Project Plans"), without any additional cost; and (ii) the Architect promptly shall deliver the Project Plans to the Village in each form or format that the Project Plans have been produced or created by Architect.

The person signing this letter warrants to the Village that he or she is authorized to do so on behalf of the Architect.

Very truly yours,

RTKL ASSOCIATES, INC.

By: _____

Printed: _____

Title: _____