

TERMINATION OF USE AND INDEMNIFICATION AGREEMENT

This Termination of Use and Indemnification Agreement (the "Termination"), executed this ____ day of December, 2012, by and between the Village of Orland Park, Illinois (the "Village"), and Metra Triangle FC, LLC (the "Developer"), Witnesses:

Recitals

WHEREAS, Village and Developer have entered into that certain Use and Indemnification Agreement dated July 30, 2012 (the "Indemnification Agreement");

WHEREAS, pursuant to the Indemnification Agreement, Developer was given certain rights from, and obligated to provide certain indemnities to, Village under that certain Wireline Easement Agreement between Village and the Commuter Rail Division of the Regional Transportation Authority ("Metra") dated July 30, 2012 (the "Village Easement Agreement");

WHEREAS, Metra and Commonwealth Edison Company have since entered into that certain Wireline Easement Agreement dated October 1, 2012 (the "Metra Easement Agreement");

WHEREAS, the Metra Easement Agreement is a substitute for, and moots and renders unnecessary, the Village Easement Agreement;

WHEREAS, Village and Developer seek to terminate the Indemnification Agreement; and

WHEREAS, the parties desire to execute this Termination;

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties agree as follows:

1. **Termination.** Village and Developer hereby terminate the Indemnification Agreement in its entirety, effective as of October 1, 2012, after which date the Indemnification Agreement shall have no further force or effect.
2. **Authority.** Each of the undersigned persons executing this Termination on behalf of Village and Developer represents and certifies that: (a) he or she is empowered and authorized by all necessary action of Village and Developer, respectively, to execute and deliver this Termination; (b) he or she has full capacity, power, and authority to enter into and carry out this Termination; and (c) the execution, delivery, and performance of this Termination has been authorized by Village and Developer, respectively.
3. **Memorandum.** At the request of either party, both Village and Developer shall enter into a Memorandum of Termination of Use and Indemnification Agreement, in form and substance reasonably satisfactory to both parties (the "Memorandum"), which instrument may be recorded at the requesting party's expense.
4. **Miscellaneous.** This Termination shall be binding upon, and inure to the benefit of, Village and Developer, and their respective successors and assigns. The terms and conditions of this Termination shall be governed by, and construed in accordance with, the laws of the State of Illinois. The section headings shall not be considered in any way to affect the interpretation of this Termination. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Termination shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. This Termination shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto.

[Signature page to follow.]

IN WITNESS WHEREOF, Village and Developer have executed this Termination as of the date set forth above.

VILLAGE:

THE VILLAGE OF ORLAND PARK, ILLINOIS

By: _____

Printed: _____

Title: _____

DEVELOPER:

METRA TRIANGLE FC, LCC

By: Metra Holdings FC, LLC, sole Member

By: _____

Printed: _____

Title: _____