

For Recorder's Use Only

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**AMENDMENT TO DEVELOPMENT AGREEMENT**  
**(ORBITZ CENTER – ORLAND HOTEL AND CONFERENCE COMPLEX**  
**163<sup>RD</sup> STREET AND LA GRANGE ROAD)**

THIS AMENDMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and STANDARD BANK AND TRUST COMPANY as Trustee under trust agreement dated April 23, 2007 and known as Trust No. 19902, and SULIT FAMILY REAL ESTATE, LLC, an Illinois limited liability company (hereinafter collectively referred to as "Owner").

**W I T N E S S E T H:**

WHEREAS, on December 20, 2003, a certain Development Agreement (hereinafter referred to as the "Agreement") between the Village and Owner, among others, was executed; and

WHEREAS, said Agreement related, in part, to the real estate, consisting of approximately 9.5 acres located at 16235 South La Grange Road, and legally described as follows, (hereinafter referred to as "Real Estate"):

LOT 1 IN ORBITZ GROUP LLC SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 20, 2003 AS DOCUMENT NO. 0317103059, IN COOK COUNTY, ILLINOIS.

PIN Numbers: 27-22-102-013-0000 and 27-22-102-014-0000.

WHEREAS, STANDARD BANK AND TRUST COMPANY as Trustee under trust agreement dated April 23, 2007 and known as Trust No. 19902, owner of the Real

Estate and SULIT FAMILY REAL ESTATE, LLC, an Illinois limited liability company, the beneficial owner and developer of the Real Estate, are the legal titleholders of record of the Real Estate; and

WHEREAS, Village and Owner desire that said Agreement be amended with respect to the term of the Agreement as set forth in SECTION 11 of the Agreement; and

WHEREAS, the Corporate Authorities of the Village have considered this Amendment and have determined that the best interests of the Village will be served by authorizing this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1:

The preambles set forth above are hereby incorporated into and made a part of this Amendment.

SECTION 2:

The first paragraph of SECTION 11 of said Agreement shall be amended to read as follows:

"SECTION ELEVEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, the successor owners of record of the Subject Property or any portion thereof, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of eight (8) years from the date of execution hereof and any extended time that may be agreed to by amendment."

SECTION 3:

All of the other terms, covenants and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

SECTION 4:

This Amendment shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Real Estate, and their assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, as provided in the December 20, 2003, Development Agreement.

SECTION 5:

Notwithstanding any provision of this Amendment to the contrary, the Owner shall at all times during the term of this Amendment remain liable to the Village for the faithful performance of all obligations imposed upon Owner by this Amendment and all obligations in the Development Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations as provided elsewhere in the Agreement, as amended.

SECTION 6:

It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Agreement, as amended, and that a violation of this Amendment shall constitute a violation of the Agreement, as amended, as fully as if the violation was a violation of one of the original terms of the Agreement. Also, regardless of whether the Owner is in default hereunder, nothing herein shall be construed to excuse the Owner from any or all of their obligations under the Agreement except as specifically set forth herein.

SECTION 7:

Failure of any party to this Amendment to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION 8:

A copy of this Amendment or a memorandum of this Amendment shall be recorded by the Village.

SECTION 9:

The officers of the Owner executing this Amendment warrant that they have been lawfully authorized by their Board of Directors to execute this Amendment on behalf of said Owner. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Amendment. The Owner and Village shall, upon

request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Amendment on behalf of the respective entities.

SECTION 10:

This Amendment may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 11:

This Amendment shall be signed last by the Village, and the President of the Village shall affix the date on which he signs this Amendment, which date shall be the effective date of this Amendment.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority in each vested according to law and pursuant to duly enacted ordinances and resolutions of the Corporate Authorities or Board of Directors, respectively, have hereunto caused this document to be signed by its duly authorized officers and the corporate seals to be properly affixed hereto.

VILLAGE OF ORLAND PARK,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

OWNER

STANDARD BANK AND TRUSTE  
COMPANY as Trustee under trust agreement  
dated April 23, 2007 and known as Trust No.  
19902

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

BENEFICIAL OWNER and PRINCIPAL DEVELOPER  
SULIT FAMILY TRUST, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, and the same persons whose names are subscribed to the foregoing instrument as said \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public