

**DUPAGE AIRPORT AUTHORITY
RETAINER AGREEMENT
FOR THE DEVELOPMENT OF LAND AT DUPAGE AIRPORT**

The DuPage Airport Authority, a municipal corporation (the "Authority"), wishes to thank the undersigned developer (the "Developer") for proposing a development project at DuPage Airport.

Like other municipal corporations, the Authority has passed the attached ordinance requiring the reimbursement of certain out-of-pocket costs it will incur in its consideration of the Developer's plans which are hereinafter defined as the "Reimbursable Costs."

Execution of this Retainer Agreement is required under the ordinance at this time because the Authority has determined that it is now reasonably necessary or appropriate to retain consultants to advise it on the Developer's proposal.

Reimbursable Costs. The Developer hereby agrees to pay the Authority for the "Reimbursable Costs" on the terms and conditions contained herein. The term "Reimbursable Costs" as used herein shall mean the out-of-pocket costs incurred by the Authority only in connection with its regulatory review and approval or rejection of the Developer's plans as a municipal corporation governing the development of land at the Airport. These costs shall include fees and expenses payable to real estate advisors, engineers, land planners, attorneys or other consultants which the Authority determines to be reasonably necessary or appropriate for the project in question. Reimbursable Costs shall not include any costs incurred by the Authority for its staff time or other overhead expenses or for any legal or other fees relating to drafting or negotiating a letter of intent, ground lease or option to lease with the Developer.

Cash Deposit. The Developer shall make a cash deposit with the Authority in the sum stated below as collateral to secure its obligations hereunder. The amount of the deposit shall be a minimum of \$2,500 based on the Authority's good faith estimate of anticipated Reimbursable Costs to be incurred. The Authority shall hold the deposit in a non-interest bearing, non-segregated account. The Authority shall draw upon and use the deposit as a retainer to pay the Reimbursable Costs. The Developer shall be liable for all Reimbursable Costs incurred by the Authority; provided, however, that upon the request of the Developer, the Authority shall establish a fixed limit for the total amount of the Reimbursable Costs.

The Authority shall forward invoices from its consultants and a current statement of the balance of the deposit to the Developer upon its request. In the event that the deposit is depleted, the Authority shall suspend its consideration of the Developer's proposal unless and until the Developer replenishes the retainer and deposits an additional amount determined by the Authority in good faith. Any funds remaining on deposit upon approval or rejection of the proposal by the Authority or withdrawal of the proposal by the Developer shall be refunded to the Developer.

The Developer acknowledges that no further meetings or any hearings or other appearances before the Authority shall be scheduled or held unless and until all Reimbursable costs have been paid in full by the Developer.

IN WITNESS WHEREOF, this Retainer Agreement has been entered into as of the date set forth below in accordance with DuPage Airport Authority Ordinance No. 2000-141 Expense Reimbursement Ordinance for the Development of Land at DuPage Airport.

REIMBURSABLE CASH DEPOSIT FORM

CONSULTANT:

FEE:

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

DATE: _____, 20____

DEVELOPER NAME: _____

BY: _____

ITS: _____

TITLE: _____

ADDRESS: _____

PROJECT NAME: _____

APPROVED BY THE DuPAGE AIRPORT AUTHORITY:

BY: _____
EXECUTIVE DIRECTOR