

**ATTACHMENT 2**

**Construction Escrow**

**Escrow Number:** NCS853018

**Date:** \_\_\_\_\_

**Joint Order Escrow Agreement**

**Deposits:**

1. Certified, uncertified, cashier check(s) or wire(s) in the amount of (\$ \_\_\_\_\_) is hereby deposited by Duke Realty Limited Partnership (the "Developer") with First American Title Insurance Company, as Escrowee ("ESCROWEE") pursuant to that certain Roadway Construction Agreement RE Duke Parkway and Route 59 Intersection (Duke Realty) dated \_\_\_, 2017 between the Developer and the City of Aurora, Illinois (the "City") (the "Roadway Agreement").
2. The City and / or the Developer may each hereafter make subsequent / supplemental deposits with the ESCROWEE.
3. With First American Title Insurance Company, as Escrowee ("ESCROWEE"), together with such amounts as may hereafter be likewise deposited with ESCROWEE by Duke Realty Limited Partnership pursuant to the terms of the Agreement, to be delivered by it only upon the joint order of the undersigned, their respective legal representatives or assigns.
4. ESCROWEE is hereby expressly authorized to disregard, in its sole discretion, any and all unilateral notices or warnings given by any party, or by any other person or corporation, but said ESCROWEE is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said ESCROWEE obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said ESCROWEE is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on

account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned agree to pay said ESCROWEE upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement

5. In no case shall the above mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns.

6. Deposits made pursuant to these instructions may be invested on behalf of Duke Realty Limited Partnership, provided that any direction to ESCROWEE for such investment shall be expressed in writing by Duke Realty Limited Partnership, and further provided that ESCROWEE is in receipt of the requisite tax payer's identification number and investment forms. ESCROWEE will, upon request, furnish information concerning its procedures and fee schedules for investment.

**Billing Instructions:**

7. Escrow fee will be billed to Duke Realty Limited Partnership as follows: \$500.00.

8. Except as to deposits of funds for which ESCROWEE has received express written direction concerning investment or other handling, the undersigned agree that the ESCROWEE shall be under no duty to invest or reinvest any deposits at any time held by it hereunder. The ESCROWEE shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds, and all income, if any, derived from any use which the ESCROWEE may make of any deposits hereunder shall belong to the ESCROWEE.

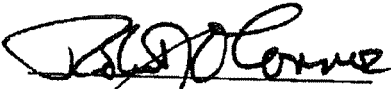
9. In the event it is requested to invest deposits hereunder, ESCROWEE shall not to be liable for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Agreement.

CITY:

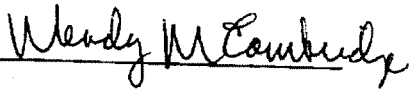
DEVELOPER:

City of Aurora,  
an Illinois Municipal Corporation

Duke Realty Limited Partnership,  
an Indiana limited partnership

By:   
City President

By: Duke Realty Corporation,  
an Indiana corporation,  
its general partner

Attest:   
City Clerk


By: 

Name: Ryan O'Leary

Title: Regional SVP

ACCEPTED:

First American Title Insurance Company

By:   
National Commercial Services