

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is dated as of the 1st day of July, 2014 ("Effective Date"), between the Board of Trustees of Northern Illinois University, DeKalb, Illinois 60115 ("University") and UrbanGreen, Inc., with a principal business address of PO Box 29627, San Francisco, CA 94129 ("Consultant").

IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

1. Services

- 1.1 Consultant will provide consulting services to the University staff and consulting A/E team regarding design and planning of thirteen Summer and fall High Impact Campus Improvement Projects, and assist in defining future Spring 2015 projects. Additional work will include consulting with staff and department personnel on potential concepts for better integration of Stevens Hall into the larger campus landscape, and consulting services to University staff regarding RFQ best practices, and an establishment of a revised comprehensive RFQ approach for use in near term and future requests. Consultant will perform the services in accordance with any timetables and metrics as may be specified by University. Consultant shall comply with all reasonable requests from University in the event any of the services and/or deliverables do not meet the reasonable expectations of the University.
- 1.2 Consultant shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the University for any purpose.

2. Term and Termination

- 2.1 The term of this Agreement ("Term") shall be from the Effective Date through June 30, 2015, unless earlier terminated as provided for herein. The Term may be extended by the mutual agreement of the parties in accordance with Section 6.2 hereof.
- 2.2 University may terminate this Agreement by giving Consultant written notice. Consultant shall immediately cease any work then in effect. University shall pay Consultant on a pro rata basis for work completed up to the effective date of termination. Any amounts prepaid to Consultant by University for work not completed as of the effective date of termination shall be refunded to the University by Consultant.

3. Compensation and Expenses

- 3.1 In consideration and as full and complete compensation for Consultant's performance of the services described herein, and subject to the terms of this Agreement, University shall pay Consultant a total fee not to exceed Twenty-Four Thousand Nine Hundred Ninety-Nine and 00/100 Dollars (\$24,999.00). Under no circumstances will



University pay for charges in excess of the fee set forth in this Agreement. Consultant shall submit invoices in accordance with any instructions provided by University and University shall make payment to Consultant within thirty (30) days of receipt of invoice. Payment for all or part of the services or deliverables shall not constitute acceptance.

- 3.2 If applicable, any travel costs and expenses must be pre-approved in writing by University. Vendor shall provide University with appropriate and complete documentation (e.g., receipts, invoices marked "Paid in Full") upon University's request in connection with any expense reimbursement sought by Vendor in connection with this Agreement.

4. Obligations of Consultant

- 4.1 Consultant represents and warrants that (i) it has the qualifications and skills necessary to perform the specified services under this Agreement in a competent and professional manner; (ii) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (iii) the execution, delivery, and performance of this Agreement will not infringe upon the rights of any third party or violate the provisions of any agreement to which it is a party; (iv) it will comply with all applicable federal, state and local laws, rules and regulations in providing or performing the services, as such laws, rules and regulations may be amended from time to time; and (v) the services will conform to the standards applicable in the field or industry.
- 4.2 Neither this Agreement nor any duties or obligations herein may be assigned by Consultant without the prior written consent of University.
- 4.3 Consultant agrees to indemnify, defend, and hold University free and harmless from all claims, demands, losses, costs, expenses, judgments, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, however caused, resulting from, arising out of or in any way connected with Consultant's, its employees or agents performance of this Agreement or breach of any representation, warranty or provision contained herein.

5. Ownership and Assignment

- 5.1 Consultant agrees that immediately upon creation University owns all right, title and interest in and to the reports, designs, plans, specifications, drawings, inventions, processes, and other information, work product, deliverables or items produced by Consultant, its employees, or agents while performing services under this Agreement (collectively, "Work Product") as "works made for hire" (as defined in the U.S. Copyright Act of 1976, as amended, and for purposes of all other copyright laws throughout the world), and any and all related copyrights, patents, trademarks and other intellectual property rights (collectively, "Proprietary Rights") in such Work Product. If, for any reason, any of the Work Product is not found to have been created as works made-for-hire, Consultant hereby assigns immediately upon creation to University Consultant's entire right, title and interest in all Work Product and all



Proprietary Rights in Work Product. Consultant shall execute any documents in connection with such assignment that University may reasonably request. Consultant shall enter into agreements with its employees and agents, as necessary to establish University's sole ownership in Work Product and Proprietary Rights, and upon request, Consultant shall provide University with copies of such agreements.

- 5.2 All information, data and materials, including but not limited to, any written, printed, graphic, or electronically or magnetically recorded information furnished by University for Consultant's use are the sole property of University.
- 5.3 Consultant will maintain all proprietary information in confidence, and will not disclose it, by any means, to any person, unless disclosure is required in the performance of the specified services. In such case, such disclosure shall only be with University's prior written approval and only to the extent necessary to perform the specified services. This prohibition also applies to Consultant's employees, and agents and Consultant shall ensure and be responsible for compliance with this provision by its employees and agents. On termination of this Agreement, Consultant will return any confidential information in its possession (including all confidential information in the possession of its employees and agents) to University.

6.0 General Provisions

- 6.1 Service of all notices required or permitted under this Agreement shall be sent to Consultant at the address set forth above and to University at Northern Illinois University, Office of the President, Altgeld Hall 300, DeKalb, Illinois 60115, Attn: President, or to any other address which a party specifies by giving notice in accordance with this section. Notice shall be given and deemed effective: (a) when delivered personally; (b) the next business day after sent by a nationally recognized courier service with next day delivery; or (c) three business days after sent by certified mail, return receipt requested.
- 6.2 This Agreement, together with all associated exhibits and schedules, if any, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the services. This Agreement supersedes the parties' prior agreements, understandings and discussions relating to these services. No modification of this Agreement is binding unless it is in writing and signed by University and Consultant.
- 6.3 The University is generally exempt from the payment of taxes and shall not be obligated to pay any taxes from which it is exempt.
- 6.4 Consultant will not issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the University's name, marks or any other trade designations without the prior written approval of University, which approval may be withheld for any reason.
- 6.5 A party does not waive any right under this Agreement by failing to insist on



compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

- 6.6 The parties agree that a signature transmitted to the other party by facsimile or other electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.
- 6.7 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 6.8 This Agreement shall be interpreted and construed according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY

URBANGREEN, INC.

By: [Signature]

By: [Signature]

Name: Nancy Sutterfield

Name: JAMES HEID, JR

Title: Interim CFO

Title: PRESIDENT