01/15/26 ORDINANCE NO. 2026-4602

ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION OF A FOURTH AMENDMENT TO GROUND LEASE WITH AHC ERA HM LLC AND A SECOND AMENDMENT TO PARKING FACILITY AGREEMENT WITH AHC ERA HM LLC FOR A PORTION OF THE HOUGH-MAIN REDEVELOPMENT SITE WITHIN THE VILLAGE CENTER TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA

WHEREAS, the Corporate Authorities of the Village of Barrington, an Illinois home rule municipal corporation, Cook and Lake Counties, Illinois (hereinafter, the "Village"), pursuant to the powers granted to the Village by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "Act"), on February 28, 2000, adopted the following Ordinances:

(a) Ordinance No. 00-2848 approving a redevelopment plan and project entitled "Village of Barrington Village Center Tax Increment Financing Redevelopment Project and Plan" dated December 3, 1999)(the "Original Redevelopment Plan");

(b) Ordinance No. 00-2849 designating the property described in the Original Redevelopment Plan as a redevelopment project area (as defined in the Act) named the "Village Center Tax Increment Financing Redevelopment Project Area" (the "Redevelopment Project Area");

(c) Ordinance No. 00-2850 adopting tax increment financing for the Redevelopment Project Area: and

(d) Ordinance No. 00-2852 approving a modified redevelopment plan and project entitled "Village of Barrington Village Center Tax Increment Financing Redevelopment Project and Plan" dated December 3, 1999 and modified February 25, 2000 (the "Redevelopment Plan"); and

WHEREAS, Ordinance No. 12-3680 authorized the Village's execution of a Redevelopment Agreement dated March 19, 2012 (the "Original Redevelopment Agreement"), between the Village and AHC ERA HM LLC, a Delaware limited liability company (the "Developer/Tenant"), for the redevelopment of the Redevelopment Project Area generally located in the southwest quadrant of the intersection of Hough and Main Streets, now commonly known as the "Barrington Village Center", and as legally described on Exhibit A attached hereto and thereby made a part hereof (hereinafter, the "Redevelopment Project Area", the "Property", or the "Project"); and

WHEREAS, the Village and the Developer subsequently entered into a First Amendment to Redevelopment Agreement dated April 23, 2012, approved by Ordinance No. 12-3864 (the "First Amendment to RDA"), a Second Amendment to the Redevelopment Agreement dated November 19, 2012, approved by Ordinance No. 12-3716 (the "Second Amendment to RDA"), a Third Amendment to Redevelopment Agreement dated July 15, 2013, approved by Ordinance No. 13-3749 (the "Third Amendment to RDA"), and a Fourth Amendment to Redevelopment Agreement dated May 19, 2014, approved by Ordinance No. 14-3787 (the "Fourth Amendment to

RDA") (collectively, the Original Redevelopment Agreement, the First Amendment to RDA, the Second Amendment to RDA, the Third Amendment to RDA, and the Fourth Amendment to RDA, are referred to herein as the "Redevelopment Agreement"); and

WHEREAS, also pursuant to and as authorized by Ordinance No. 12-3680 and the Redevelopment Agreement, the Village subsequently entered into a Ground Lease with the Developer/Tenant dated May 22, 2012 (the "Original Lease"), as well as a First Amendment to Ground Lease dated November 19, 2012, approved by Ordinance No. 12-3717 (the "First Amendment to Original Lease"),a Second Amendment to Ground Lease dated July 15, 2013, approved by Ordinance No. 13-3750 (the "Second Amendment to Original Lease"), and a Third Amendment to Ground Lease dated May 19, 2014 approved by Ordinance No. 2014-3788 (the "Third Amendment to Original Lease") (collectively, the Original Lease, the First Amendment to Original Lease, the Second Amendment to Original Lease, and the Third Amendment to Original Lease are referred to herein as the "Lease"); and

WHEREAS, pursuant to the Act, the Village was authorized to enter into such contracts as the Village determined are reasonably necessary to achieve the objectives and the original intentions of the Redevelopment Plan; and

WHEREAS, also pursuant to and as authorized by Ordinance No. 12-3680, the Corporate Authorities of the Village approved and authorized the Village's execution of a related Parking Facility Agreement dated December 27, 2012 with the Developer of the Redevelopment Project Area, AHC ERA HM, LLC, which Parking Facility Agreement dated December 27, 2012 was attached as an exhibit to the aforesaid original Redevelopment Agreement; and

WHEREAS, on July 15, 2013, the Corporate Authorities of the Village adopted Ordinance No. 13-3751, which approved and authorized the Village's execution of a First Amendment to the aforesaid Parking Facility Agreement, which amendment to Parking Facility Agreement was subsequently executed by the Village and the Developer and is now in full force and effect; and

WHEREAS, the Developer/Tenant, AHC ERA HM, LLC, has expressed its desire to acquire that portion of the Redevelopment Project Area as identified herein as the "Lease Parcel" consisting of Lots 2 and 5 in the Barrington Village Center Subdivision, as well as Lot 4 in said Barrington Village Center Subdivision, and as now legally described on Exhibit B attached hereto and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village have determined that entering into and undertaking the obligations contained in both a Fourth Amendment to the Original Lease (the "Fourth Amendment to Lease"), pursuant to Sections 21.6 and 21.11 of the Original Lease, and in a Second Amendment to Parking Facility Agreement, pursuant to Section 6.15, "Amendments", of the aforesaid Parking Facility Agreement, is reasonably necessary to achieve certain objectives and the original intent of the Redevelopment Plan and of the Village's current Official Comprehensive Plan; and

WHEREAS, in consideration of all of the foregoing, the Corporate Authorities of the Village and the Developer/Tenant, AHC ERA HM, LLC, find that it is necessary and advisable to

and now wish to enter into both a Fourth Amendment to the Original Lease (the "Fourth Amendment to Lease"), in substantially the form attached hereto as Exhibit C and thereby made a part hereof, and a "Second Amendment to Parking Facility Agreement" (sometimes referred to herein as the "Second Amendment"), in substantially the form attached hereto as Exhibit D and thereby made a part hereof, which Second Amendment would provide, in relevant part, among other things, for the Developer's/Tenant's Option to Purchase, changes in the cost-sharing of maintenance for the cost of maintenance related to the Village's Parking Facilities, required capital projects, that the Developer/Tenant would be authorized to exercise its Option to Purchase fee simple title to the Lease Parcel, as well as Lot 4 (hereinafter collectively, the "Subject Property") for a total agreed upon sales purchase price of $150,000.00, plus the Developer's/Tenant's payment for various closing costs related to such sale and purchase transaction, and which Second Amendment would become effective when the Developer acquires title to the subject portion of the Redevelopment Project Area; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village hereby find as follows:

A. That the recitals hereinabove set forth are true and correct and are made a part hereof as the findings of the Corporate Authorities; and

B. That the property lies wholly within the boundaries of the Village and was originally part of the aforesaid Tax Increment Financing Redevelopment Project Area; and

C. That it is deemed necessary, convenient, desirable and required for the exercise of the Village's corporate purposes and reasonably necessary to achieve certain objectives of the Redevelopment Plan and the Village's current Official Comprehensive Plan to enter into a Fourth Amendment to Ground Lease and a Second Amendment to the Parking Facility Agreement, copies of each of which are respectively attached hereto as Exhibits C and D and are thereby made a part hereof.

SECTION 2: That under the authority vested in the Corporate Authorities of the Village as a Home Rule unit, and the ordinances of the Village, the Village is hereby authorized to and desires to enter into such Fourth Amendment to Ground Lease and such Second Amendment to the Parking Facility Agreement, substantially in the forms respectively attached hereto as Exhibit C and Exhibit D and thereby made a part hereof.

SECTION 3: That for and on behalf of the Village of Barrington, the President of the Village is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest both the Fourth Amendment to Ground Lease and the Second Amendment to the Parking Facility Agreement, substantially in the forms respectively attached hereto as Exhibit C and Exhibit D and thereby made a part hereof, and the President and the Village Clerk are further authorized, empowered and directed to do all things necessary and essential, including the

execution of any other documents and certificates necessary to accomplish the obligations of the Village under the Lease, as amended.

SECTION 4: That this Ordinance shall be published in pamphlet form.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 9 DAY OF FEBRUARY, 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klaver and President Moran

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 9 DAY OF FEBRUARY, 2026

Michael Moran, Village President

ATTESTED AND FILED THIS 9 DAY OF FEBRUARY, 2026

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 2, 3, 4 AND 5 IN BARRINGTON VILLAGE CENTER, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF LEASE PARCEL*

*The Lease Parcel is comprised of "Lease Parcel A" and "Lease Parcel B"

LEASE PARCEL A LEGAL DESCRIPTION:

LOT 5 IN BARRINGTON VILLAGE CENTER, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

LEASE PARCEL B LEGAL DESCRIPTION:

LOT 2 IN BARRINGTON VILLAGE CENTER, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

LOT 4 LEGAL DESCRIPTION:

LOT 4 IN BARRINGTON VILLAGE CENTER, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

THE "SUBJECT PROPERTY" CONSISTS OF LOT 4 AND THE LEASE PARCELS A AND B AS DESCRIBED ABOVE.

EXHIBIT C

FORM OF FOURTH AMENDMENT TO GROUND LEASE

EXHIBIT D

FORM OF SECOND AMENDMENT TO PARKING FACILITY AGREEMENT

FOURTH AMENDMENT TO
GROUND LEASE
DATED _____, 2026
BY AND BETWEEN THE VILLAGE OF BARRINGTON, ILLINOIS,
AN ILLINOIS HOME RULE MUNICIPAL CORPORATION AND
AHC ERA HM LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOURTH AMENDMENT TO GROUND LEASE

THIS FOURTH AMENDMENT TO GROUND LEASE (the "Fourth Amendment") is entered into by and between the **VILLAGE OF BARRINGTON**, an Illinois Home Rule municipal corporation located in Cook and Lake Counties, Illinois (the "Village"), and **AHC ERA HM LLC,** a Delaware limited liability company ("Developer"), as of the ___ day of _____, 2026. The Village and Developer are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Village Ordinance No. 12-3680, dated March 19, 2012, the Village and Developer have previously entered into that certain Ground Lease dated as of May 22, 2012 (the "Lease") concerning that certain parcel of real property within the Village that is legally described in Exhibit A of the Lease; and

WHEREAS, on May 4, 2012 the Village acquired the "Barrington Bank and Trust Property", as defined in the Lease, which property is, therefore, included in the definition and legal description of the "Development Site" as defined in the Lease; and

WHEREAS, the Parties amended the Lease by and through that certain First Amendment to Ground Lease, dated November 19, 2012 as authorized by Village Ordinance No. 12-3717 (the "First Amendment"), that certain Second Amendment to Ground Lease, dated July 15, 2013, as authorized by Village Ordinance No. 13-3750 (the "Second Amendment"), and that certain Third Amendment to Ground Lease, dated May 19, 2014, as authorized by Village Ordinance No. 2014-3788 (the "Third Amendment") (the Lease, as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereafter referred to as the "Amended Lease"); and.

WHEREAS, the Village and Developer have determined that it is necessary and desirable to enter into this Fourth Amendment for the purpose of making certain changes to Article 20 of the Amended Lease.

NOW, THEREFORE, in consideration of the mutual promises, agreements and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions herein set forth, **THE PARTIES HERETO HEREBY AGREE AS FOLLOWS**:

1. **ARTICLE 20 AMENDMENT.** The parties hereto acknowledge, understand, and agree that the term "Landlord" as used herein shall mean and refer to the "Village of Barrington", and that the term "Tenant" as used herein shall mean and refer to AHC ERA HM, LLC. Article 20, "Options to Purchase", of the Amended Lease is hereby amended and restated in its entirety as follows:

ARTICLE 20
OPTIONS TO PURCHASE

Section 20.1. Option. The Tenant shall exercise its option to acquire the Lease Parcel (sometimes hereinafter referred to as the "Subject Property") from the Landlord for One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) within ninety (90) days following the last party to sign this Fourth Amendment. Notwithstanding the prior terms of Section 6 of the Second Amendment, the Tenant's right to acquire the Lease Parcel/Subject Property shall include acquisition of Lot 4. The provisions of the Fourth Amendment to Ground Lease shall supersede and control over any terms of: (i) the Ground Lease; (ii) the First Amendment to Ground Lease; (iii) the Second Amendment to Ground Lease; and (iv) the Third Amendment to Ground Lease which may conflict with this Fourth Amendment to Ground Lease.

Section 20.2. Closing After Exercise of Option.

(a) Timing of Closing. Pursuant to the requirements of this Section, upon written notice by the Tenant to the Landlord of the Tenant's election to purchase the Lease Parcel/Subject Property, the Parties shall close on the sale of the Lease Parcel/Subject Property, subject to Tenant's satisfaction with the Title Commitment issued by Chicago Title Insurance Company (hereinafter, the "Title Company"), Survey and Title Company confirmation of willingness to issue a title policy, on or before ninety (90) days following Tenant's delivery of its notice of election.

(b) Retention of Parking Facility. The sale of the Lease Parcel/Subject Property to the Tenant shall not affect the existing Parking Facility Agreement, as amended, or the Parties rights or obligations thereunder, unless the Parties in their sole discretion wish to further amend such agreement and do so by one or more recorded amendment(s).

Section 20.3. Title and Survey. No later than forty-five (45) days after Tenant's written notice to the Landlord of its election to purchase the Lease Parcel/Subject Property, the Tenant shall obtain, at the Tenant's expense, a survey of the Lease Parcel/Subject Property prepared by a surveyor licensed by the State of Illinois selected by the Tenant (the "Survey").

(a) No later than forty-five (45) days after Tenant's written notice to the Landlord of its election to purchase the Lease Parcel/Subject Property, the Tenant shall obtain a title commitment from the Title Company setting forth the basis upon which the Title Company is willing to insure title to the Lease Parcel/Subject Property, together with legible copies of all documents identified therein as exceptions to title (excluding mortgages, deeds of trust and similar matters to be released at closing) (collectively, the

"Title Commitment"), the cost of which title commitment shall be the responsibility of the Tenant to pay.

(b) If the Title Commitment or the Survey discloses any defects, liens or encumbrances the Tenant reasonably believes will interfere with the Tenant's intended use of the Lease Parcel/Subject Property ("Unpermitted Exception"), the Tenant shall advise the Landlord of the same in writing within twenty (20) days after receipt of the later of the Survey and Title Commitment.

In addition to the Permitted Exceptions and any items that would not interfere with the Tenant's intended use of the Lease Parcel/Subject Property, matters listed in the Title Commitment or shown on the Survey and not objected to by Tenant within such period and matters later accepted by Tenant shall constitute "Purchase Option Permitted Exceptions."

As to any Unpermitted Exception, the Landlord shall notify the Tenant in writing within ten (10) days after receipt of the Tenant's objection letter as to which specific matters the Landlord is unable or unwilling to remedy and which specific matters the Landlord will exercise reasonable efforts to attempt to remedy. As to those matters to be remedied, the Landlord shall deliver to the Tenant a revised Title Commitment reflecting that such remedy has been effectuated or the Landlord shall otherwise assure the Tenant, to the Tenant's reasonable satisfaction, that such remedy will be made on or before the closing date. If the Landlord is unable or unwilling to remedy all matters properly objected to by the Tenant and to deliver the Title Policy in accordance with the foregoing requirements, the Tenant shall have the option of either (i) consummating the transaction contemplated hereby and accepting such title to the Lease Parcel/Subject Property as the Landlord is willing to provide, or (ii) terminating the Tenant's exercise of its option to purchase the Lease Parcel/Subject Property by giving written notice to the Landlord within ten (10) days after receipt of the Landlord's written notice in response to the Tenant's objection letter, upon which termination the parties shall have no further obligations each to the other hereunder with respect to such option to purchase the Lease Parcel/Subject Property and the Lease shall remain in full force and effect. If the Tenant fails to give the termination notice under clause (ii) above, the Tenant shall be deemed to have elected clause (i) above as to those specific matters that are set forth in such written notice from the Landlord.

Section 20.4. Place of Closing. When and if Tenant exercises its rights to close on the Lease Parcel/Subject Property, the Closing shall take place at an office of the Title Company closest to the Lease Parcel/Subject Property. The Tenant is and shall be responsible for the payment of all escrow costs related to closing.

Section 20.5. Other Closing Conditions. The following shall be conditions precedent to the Closing when the purchase option is exercised by the Tenant. The Landlord must be satisfied that all have been accomplished:

(a) The conveyance of the Lease Parcel/Subject Property shall not cause the Landlord to be in violation of any applicable law; and

(b) Any other condition of Closing set forth in this Lease must be satisfied; and

(c) Tenant shall be responsible for the payment of one hundred percent (100%) of the Landlord's attorneys' fees relative to closing on the Tenant's purchase of the Lease Parcel/Subject Property, up to fifteen thousand dollars ($15,000.00); and

(d) There shall be no tax proration at closing relative to the contemplated real estate transaction as the Lease Parcel/Subject Property is currently exempt from the imposition of real estate taxes as a result of its ownership by the Landlord, which is an Illinois Home Rule municipal corporation; and

(e) Because the Landlord is a municipality, no transfer taxes are required to be paid by either party relative to this transaction; and

(f) The existing Parking Facility Agreement, as amended, shall remain in full force and effect after the closing of this transaction by the Landlord and Tenant; and

(g) As of December 31, 2026, maintenance of the Village Parking Facility shall be shared between the Landlord and the Tenant, whereby the Tenant shall be responsible for payment of sixty percent (60%) of the costs of maintenance and the Landlord shall be responsible for payment of forty percent (40%) of the costs of maintenance thereof.

Section 20.6. Closing Documents. The Landlord shall deliver, or cause to be delivered, the following documents at the time of Closing:

(a) A quit claim deed;

(b) all documentation required by Section 1445 of the Internal Revenue Code of 1986, as amended from time to time, including, without limitation, an affidavit from the Landlord that it is not a "foreign person", as defined in such Code;

(c) to the extent required by the Title Company to provide the Title Policy, a GAP undertaking indemnifying the Title Company for any loss or claim arising out of any actions by or on account of the Landlord which affects the state of title to property being conveyed from the date of issuance of the Title Commitment to the date of conveyance to Tenant;

(d) an ALTA Statement;

(e) such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the Title Company to fully effect and consummate the transactions contemplated hereby and to issue the Title Policy;

(f) all studies, reports and documents in the possession or control of the Landlord with respect to the environmental condition of the Lease Parcel/Subject Property; and

(g) an executed release and termination of the Amended Lease, as amended by this Fourth Amendment, including but not limited to obligations which survive

termination of the Amended Lease, in recordable form and in a form reasonably satisfactory to the Tenant and Landlord.

Section 20.7. Tenant's Documents. Tenant shall deliver, or cause to be delivered, the following documents at the time of the Closing:

(a) an ALTA statement; and

(b) such other documents, instruments, certifications and confirmations as may be reasonably required by the Title Company to fully effect and consummate the transactions contemplated hereby and issue the Title Policy; and

(c) an executed release and termination of the Amended Lease, as amended by this Fourth Amendment, including but not limited to obligations which survive termination of the Amended Lease, in recordable form and in a form reasonably satisfactory to the Tenant and Landlord.

Section 20.8. Joint Documents.

(a) The Landlord and Tenant shall cooperate to complete state and county transfer tax declaration(s), which transfer tax declaration(s) shall include an express exemption from payment of transfer taxes on the sale and purchase of the Lease Parcel/Subject Property or exemption forms and a closing statement, as necessary.

(b) The Landlord and Tenant shall also cooperate to restore the Lease Parcel/Subject Property in its entirety to the tax rolls, and each party shall execute any documents necessary to accomplish this in a timely manner.

2. **EFFECT ON AGREEMENT**. Except as modified in this Fourth Amendment, all other matters specified in the Lease shall remain in full force and effect. All terms not defined in this Fourth Amendment shall have the same meaning ascribed to them in the Amended Lease.

3. **EFFECTIVE DATE**. This Fourth Amendment shall be and become effective as of the date upon which the last party hereto executed this Fourth Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the ____ day of _____, 2026.

ATTEST:

By: _____
Name: JAMES P DILLON
Village Clerk

THE VILLAGE:

VILLAGE OF BARRINGTON, an Illinois municipal corporation

By: _____
Name: Mike Moran
Its: President

Date: FEBRUARY 9, 2026

DEVELOPER:

AHC ERA HM LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Date: _____, 2026

Effective Date:

_____, 2026

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT SITE

[SUBJECT TO REVISION]

PARCEL 1:

THE LEASEHOLD ESTATE CREATED BY THAT CERTAIN GROUND LEASE EXECUTED BY VILLAGE OF BARRINGTON, AS LESSOR, AND AHC ERA HM, LLC, AS LESSEE, DATED MAY 22, 2012, AS EVIDENCED BY THAT CERTAIN AMENDED AND RESTATED MEMORANDUM OF LEASE RECORDED NOVEMBER 26, 2014 AS DOCUMENT 1433022076 WHICH GROUND LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING MAY 22, 2012 AND ENDING 99 YEARS FROM THE DATE OF BEGINNING:

LOTS 2, 4 AND 5 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSORS DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT 1312029083, IN COOK COUNTY, ILLINOIS.

Together with the following non-leasehold rights:

1. PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PLAT OF BARRINGTON VILLAGE CENTER SUBDIVISION RECORDED APRIL 30, 2013 AS DOCUMENT 1312029083 FOR THE PURPOSE OF ACCESS BY PEDESTRIANS AND VEHICLES, INCLUDING PARKING, OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSORS DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

RECORDED APRIL 30, 2013 AS DOCUMENT 1312029083, IN COOK COUNTY, ILLINOIS.

2. PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL I AS CREATED BY THE PARKING FACILITY AGREEMENT RECORDED SEPTEMBER 23, 2014 AS DOCUMENT 1426629054 AS AMENDED BY THE FIRST AMENDMENT TO PARKING FACILITY AGREEMENT RECORDED SEPTEMBER 19, 2014 AS DOCUMENT NUMBER 1426229082, AND A SECOND AMENDMENT TO PARKING FACILITY AGREEMENT DATED _____, 2026 AND RECORDED ON _____, 2026 AS DOCUMENT NUMBER _____ FOR THE PURPOSE OF INGRESS, EGRESS, PASSAGE, LOADING, UNLOADING AND PARKING OF VEHICLES AND FOR THE INGRESS, EGRESS, PASSAGE AND ACCOMODATION OF PEDESTRIANS OVER, THROUGH AND ACROSS THE PARKING FACILITY OVER THE FOLLOWING DESCRIBED LAND:

LOT 3 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSORS DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION I, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2013 AS DOCUMENT 1312029083, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 101-121 W Main, 125-143 W Main, and 110-130 S Hough, Barrington, Illinois

PIN NOs: Lot 2: 01-01-100-119-8001 (Village Land)

01-01-100-119-8002 (Leasehold Interest)

Lot 3: 01-01-100-115-0000

01-01-100-116-0000

Lot 4: 01-01-100-117-0000

Lot 5: 01-01-100-119-8001 (Village Land)

01-01-100-119-8002 (Leasehold Interest)

SECOND AMENDMENT TO
PARKING FACILITY AGREEMENT
DATED DECEMBER 27, 2012
BY AND BETWEEN THE VILLAGE OF BARRINGTON, ILLINOIS,
AN ILLINOIS HOME RULE MUNICIPAL CORPORATION AND
AHC ERA HM LLC, A DELAWARE LIMITED LIABILITY COMPANY

SECOND AMENDMENT TO PARKING FACILITY AGREEMENT

THIS SECOND AMENDMENT TO PARKING FACILITY AGREEMENT (the "Second Amendment") is entered into by and between the VILLAGE OF BARRINGTON, an Illinois Home Rule municipal corporation located in Cook and Lake Counties, Illinois (the "Village"), and **AHC ERA HM LLC,** a Delaware limited liability company ("Developer"), as of the ___ day of _____, 2026. The Village and Developer are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to Village Ordinance No. 12-3680, dated March 19, 2012, the Village and Developer have previously entered into that certain Parking Facility Agreement, dated as of December 27, 2012 (the "Parking Agreement") concerning the continuous operation of a parking facility and other improvements at certain parcel of real property within the Village; and

WHEREAS, the Parties amended the Parking Agreement by and through that certain First Amendment to Parking Facility Agreement, dated July 15, 2013 as authorized by Village Ordinance No. 13-3751(the "First Amendment")(the Parking Agreement, as amended by the First Amendment, the "Amended Parking Agreement"); and

WHEREAS, the Village and Developer have determined that it is necessary and desirable to enter into this Second Amendment for the purpose of making certain changes to the Amended Parking Agreement's provisions regarding assignees, cost sharing and capital projects.

NOW, THEREFORE, in consideration of the mutual promises, agreements and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the conditions herein set forth, **THE PARTIES HERETO HEREBY AGREE AS FOLLOWS**:

1. **RIGHT TO EXTEND TERM.** Section 1.21 is hereby amended and restated in its entirety as follows:

1.21 "**Term**" shall mean the period from the date on which the Certificate of Final Completion (Lease Parcel A) (as defined in the RDA) is issued by the Village until the earlier of: a) ninety-nine (99) years from the effective date of the Ground Lease; b) termination of this Agreement under Article V by default hereof; or c) mutual written agreement of the Parties to terminate this Agreement. Developer may extend such term for up to ninety-nine (99) additional years by providing written notice of such election to the Village.

2. **MAINTENANCE AND CAPITAL IMPROVEMENTS OBLIGATION.** Section 3.1(b) is hereby amended and restated in its entirety as follows:

(b) If Developer acquires the Lease Parcel (sometimes referred to as the "Subject Property"), then commencing as of the first January 1st to occur following the date of acquisition of the Lease Parcel/Subject Property, Developer shall pay for sixty percent (60%) of the annual cost of the General Maintenance of the Parking Facility; provided, however, that from the date that Developer acquires the Lease Parcel/Subject Property, if at all, through and including the next December 31st to occur, Developer shall pay for fifty percent (50%) of the annual cost of the General Maintenance of the Parking Facility. On or before the first business day in December following Developer's acquisition of the Lease Parcel/Subject Property and then each first business day in December thereafter, the Village shall provide a General Maintenance budget including a reasonable contingency not to exceed ten percent (10%) of the base budget for unanticipated costs (the "**Maintenance Budget**"), detailed by line item, to the Developer. The Maintenance Budget shall also include an estimate of any credit due to the Developer as a result of any estimated overpayment of General Maintenance costs for the year. The Developer shall, within fifteen (15) days of receipt of such Maintenance Budget, either (i) provide detailed comments to the Village regarding the Maintenance Budget and request re-consideration of one or more line items (each, a "**Budget Review**") or (ii) make payment in the amount of sixty percent (60%) of such budgeted amount to the Village except to the extent that there are surplus General Maintenance funds as described below. In the event that the Developer submits a Budget Review request, the Village and the Developer shall meet within ten (10) days of the Village receipt of such Budget Review request. The Village shall be obligated to give due consideration to the Budget Review request but shall not be obligated to modify the Maintenance Budget. After such meeting, the Developer shall make the requisite payment to the Village, as may or may not have been modified after the Parties' meeting. Shortly after the end of the calendar year but in no event later than the first business day in February, the Village shall give notice to the Developer as to whether the amount advanced by Developer was sufficient to pay for sixty percent (60%) of the total General Maintenance during the prior year. If such amount was not sufficient, Developer shall, within fifteen (15) days of receipt of such notice and evidence of payment, make such additional required payment. If there are surplus General Maintenance funds, the Village shall apply such excess funds to the Developer's General Maintenance payment obligation for the next year. At the end of the Term, any General Maintenance payments made by Developer which have not been used by the Village for such General Maintenance shall be returned to the Developer. For purposes of calculating Developer's General Maintenance payments under this Section 3.1(b), in the event the Village constructs a Parking Deck as set forth in Section 2.2(c) hereof, the Developer's General Maintenance payments shall be calculated based solely on the cost of General Maintenance for the Remaining Surface Level Spaces, and in no event shall the Developer's General Maintenance payments include costs associated with maintaining the PFA Deck Spaces or the remainder of the Parking Deck.

3. **VILLAGE APPROVAL OF TRANSFEREE.** Section 6.1 is hereby amended by adding a new Section 6.1(c) following the end of Section 6.1(b) and before the start of Section 6.2 as follows:

(c) The Developer may not convey title to the Development Site, or any portion thereof, to a Transferee unless such Transferee is an Acceptable Purchaser, as determined by the Village in its reasonable discretion. For the purposes of this Section 6.1(c) the term "**Acceptable Purchaser**" means a Person who has, at the time of the purchase of the Lease Parcel/Subject Property: (i) not been convicted of fraud or felony; (ii) has a good reputation in the community and in the greater Chicago area; (iii) has significant positive experience and reputation owning and managing, directly or indirectly through a third party management company, Class A retail properties; and (iv) is not in violation of any Village regulations or in breach of any contractual agreements with the Village of which it has knowledge or any portion.

4. **CAPITAL IMPROVEMENTS SCHEDULE.** Exhibit D is hereby amended and restated in its entirety as follows:

EXHIBIT D
AMENDED AND RESTATED CAPITAL IMPROVEMENTS SCHEDULE

Year	**Capital Improvement Work**
Year 20	Grind and re-surface the Parking Facility
Year 35	Grind and re-surface the Parking Facility
Year 50	Full re-construction of the Parking Facility
Year 65	Grind and re-surface the Parking Facility
Year 80	Grind and re-surface the Parking Facility
Year 95	Full re-construction of the Parking Facility

Notwithstanding the above designated years for Capital Improvement Work, the Parties, i.e., the Village and the Developer, or its successor(s) and/or assign(s) may mutually agree in writing to further extend all or any portion of the above Amended and Restated Capital Improvements Schedule, which further extension(s), if any, may be agreed to by the Village Manager on behalf of the Village without further Village Board action. The references to "Year" shall mean the passage of the referenced number of years after the First Payment Date. The time periods provided above are estimates, Capital Improvements shall be completed when reasonably determined to be necessary by the Village subject to the provisions of this Agreement.

5. **EFFECT ON AGREEMENT.** Except as modified in this Second Amendment, all other matters specified in the Amended Parking Agreement shall remain in full force and effect. All terms not defined in this Second Amendment shall have the same meaning ascribed to them in the Amended Parking Agreement. This Second Amendment shall not take effect unless and until the Developer acquires title to the Lease Parcel/Subject Property. If Developer acquires the Lease Parcel/Subject Property, this Second Amendment shall take effect on the date that Developer takes title.

6. EFFECTIVE DATE. This Second Amendment shall be and become effective as of the date upon which the last party hereto executed this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed on or as of the ____ day of _____, 2026.

ATTEST:

By:_____
Name: James P. Dillon
Village Clerk

THE VILLAGE:

VILLAGE OF BARRINGTON, an Illinois municipal corporation

By:_____
Name: Michael Moran
Its: President

Date: FEBRUARY 9, 2026

DEVELOPER:

AHC ERA HM LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

Date: _____, 2026

Effective Date:

_____, 2026