

**VILLAGE OF VERNON HILLS
RESOLUTION 2021-010**

**A RESOLUTION APPROVING THE EXECUTION OF A CONSENT AND
ASSIGNMENT OF LEASE BETWEEN THE VILLAGE OF VERNON HILLS AND
HGC WHITE DEER RUN, LLC., FOR THE OPERATION OF THE WHITE DEER RUN
GOLF COURSE**

WHEREAS, the Village of Vernon Hills (“Vernon Hills”) is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the Village and White Deer Run Golf Course, LLC (herein “Assignor”) entered into a lease agreement on April 9, 1996, as amended by that certain First Amendment to Lease dated May 1, 1997, that certain Second Amendment to Lease dated June 1, 2002, that certain Third Amendment to Lease dated July 1, 2003 and that certain Fourth Amendment to Lease dated February 5, 2020 (collectively, the “Lease”), pertaining to real property located at 250 West Greggs Parkway, Vernon Hills, Illinois 60061, commonly known as the White Deer Run Golf Course (herein the “Premises”) as defined in the Lease; and

WHEREAS, Assignor and HGC White Deer Run, LLC (herein “Assignee”) are parties to a Purchase and Sale Agreement and Joint Escrow Instructions, dated February 1, 2021 (as amended, the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee the Property (as defined in the Purchase Agreement) including the golf club known as White Deer Run Golf Course; and

WHEREAS, as of the Effective Date, the Assignor intends on assigning all of its rights, title and interest in and to the Lease to Assignee pursuant to an Assignment and Assumption of Lease Agreement (the “Assignment”); and

WHEREAS, pursuant to the current Lease between the Village and Assignor, the Village is required to consent to the Assignment of the Lease, and the Village desires to consent to the Assignment of the Lease to Assignee; and

WHEREAS, the Village President and Board of Trustees of the Village desire to approve the execution of a written consent by the Village to the assignment of the Lease to HGC White Deer Run, LLC on the terms and conditions in the “Landlord’s Consent to Assignment of Lease” attached hereto as EXHIBIT A and made a part hereof (“Assignment Agreement”); and

WHEREAS, the Village has the authority to approve the execution of the Assignment Agreement pursuant to its home rule authority, and the President and Board of Trustees of the Village find that assigning the Lease and approving the execution of the Assignment Agreement is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: Incorporation. That each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution. That the President and Board of Trustees of the Village consent to the assignment of White Deer Run Golf Course, LLC's rights and obligations under the Lease to HGC White Deer Run, LLC, and authorize the execution of, and approve entering into, the Assignment Agreement, and authorize and direct the Village President, the Village Manager, and the Village Clerk, or their designees, to execute and deliver the Assignment Agreement, in substantially the form attached hereto as EXHIBIT A, with such changes thereto as may be approved by the Village Manager and the Village Attorney, along with all other instruments and documents that are necessary to fulfill the Village's obligations under the Assignment Agreement. The President and Board of Trustees of the Village authorize and direct the Village staff to take all actions that are necessary to comply with all of the applicable obligations of the Village under the Assignment Agreement.

SECTION 3: Severability. That if any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. That all resolutions, motions or parts thereof in conflict with this Resolution shall be and the same are hereby repealed.

SECTION 5: Effective Date. That this Resolution shall be in full force and effect upon its adoption and approval according to law.

Dated this 20th Day of April, 2021.

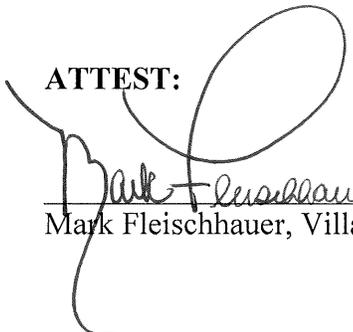
Adopted by roll call vote as follows:

AYES: 7 – Marquardt, Forster, Oppenheim, Takaoka, Schultz, Koch, Byrne

NAYS: 0 – None

ABSENT AND NOT VOTING: 0 – None

ATTEST:


Mark Fleischhauer, Village Clerk

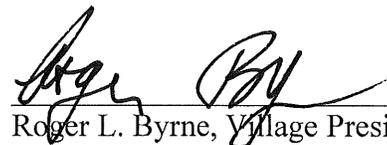

Roger L. Byrne, Village President



EXHIBIT A

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

(attached)

LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

This Landlord's Consent to Assignment of Lease (this "Consent") is entered into effective as of the date of the Assignment (defined below) (the "Effective Date") by and between the VILLAGE OF VERNON HILLS, an Illinois municipal corporation ("Landlord"), WHITE DEER RUN GOLF COURSE, LLC, an Illinois limited liability company ("Assignor"), and HGC WHITE DEER RUN, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Landlord, as landlord, and Assignor, as tenant, are parties to that certain Lease dated April 9, 1996, as amended by that certain First Amendment to Lease dated May 1, 1997, that certain Second Amendment to Lease dated June 1, 2002, that certain Third Amendment to Lease dated July 1, 2003 and that certain Fourth Amendment to Lease dated February 5, 2020 (collectively, the "Lease," to which reference should be made for any capitalized terms used herein and otherwise not defined), pertaining to the real property located at 250 West Greggs Parkway, Vernon Hills, Illinois 60061, as more fully described in the Lease (the "Premises"). A copy of the Lease is attached hereto on Exhibit A.

WHEREAS, as of the Effective Date, Assignor intends on assigning all of its right, title and interest in and to the Lease to Assignee pursuant to an Assignment and Assumption of Lease Agreement in form substantially similar to the form attached hereto on Exhibit B (the "Assignment").

WHEREAS, pursuant to the Lease, Landlord is required to consent to the Assignment, and Landlord desires to consent to the Assignment as more fully provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Assignor, and Assignee hereby agree as follows:

1. Consent. Landlord hereby consents to the Assignment of the Lease by Assignor to Assignee.
2. Landlord Estoppel Certificate. Landlord hereby represents to Assignee as follows: (a) the Lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease; (b) immediately prior to the Assignment, Assignor is the sole Tenant under the Lease; (c) the Lease is in full force and effect, and the Lease represents the entire agreement between Landlord and Assignor with respect to the Premises; (d) the Term of the Lease will expire on December 31, 2049 (unless earlier terminated pursuant to the terms and conditions of the Lease); (e) Assignor is current, as of the Effective Date, on all rent payment obligations and all other payments or sums due under the terms of the Lease; (f) Assignor has not prepaid any rent or other payments or sums due under the Lease more than one (1) month in advance of its due date; (g) neither Landlord nor, to the knowledge of Landlord, Assignor is in any respect in default in the performance of the terms and provisions of the Lease, and there is no fact or condition known to Landlord which, with notice or lapse of time or both, would cause or constitute a default; (h) Assignor has no right, title or interest in the Premises except for its leasehold interest under the Lease and Assignor has no outstanding options or rights of first refusal to purchase the Premises or any part thereof or all or any part of the real property of which the Premises are a part; and (i) Landlord acknowledges that no bond is currently posted, and Landlord shall not require Assignee to post any bond except in connection with future construction approved under the terms of the Lease.
3. Tree Replacement. Assignee hereby acknowledges, agrees, confirms and covenants to plant one hundred (100) new trees on the Premises prior to December 31, 2021 in accordance with Section 10.14 of the Lease (as incorporated pursuant to the Fourth Amendment to Lease).

4. Insurance. Prior to the Village's execution of this Consent to Assignment, Assignee shall provide to the Village evidence, that is satisfactory to the Village, of the insurance coverage required by Sections 6.11, 6.12, 6.12.1, 6.13, 6.14 and 6.15 of the Lease.

5. Notices to Assignee. Any notice or other communications made to Assignee pursuant to the provisions of the Lease shall be made at the Premises and to the following address:

HGC White Deer Run, LLC
13873 Park Center Road, Suite 203N
Herndon, VA 20171
Telephone No.: 703.362.2300
Attention: Mark Burnett
Email: mburnett@heritagegolfgroup.com

6. Miscellaneous. The recitals above are true and correct and are incorporated herein by this reference. No amendment or modification of this Consent shall be binding unless in writing, identified as a modification, and signed by the party against which that modification is sought to be enforced. This Consent shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Consent shall be construed by and governed in accordance with the laws of the state of Illinois, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. This Consent may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Consent may be executed and delivered by a party by facsimile or email transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party. Landlord, Assignor and Assignee acknowledge and agree that electronic signatures used for the execution of this Consent shall be valid, binding and enforceable against such party. Assignor and/or Assignee shall have the right to record the Assignment and this Consent (separately or together with the Assignment) in the real estate records of the county in which the Premises is located.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have caused this Consent to be duly executed effective as of the Effective Date.

LANDLORD:

VILLAGE OF VERNON HILLS,
an Illinois municipal corporation

By: Roger Byrne
Name: Village President
Title: Roger Byrne

Attest: Mark Fleischauer
Name: Mark Fleischauer
Title: Village Clerk

ASSIGNOR:

WHITE DEER RUN GOLF COURSE, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

HGC WHITE DEER RUN, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

