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Cook County Recorder 63.00

AMENDMENT NO. 1

TO

BUILDING AND GROUND LEASE

(3300 South Oak Park)



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This Amendment No. 1 to Building and Ground Lease (the "Amendment") is as of the 30 day of July, 2001, by and among MacNeal Health Services Corporation, an Illinois not-for-profit corporation ("Lessor"), VHS of Illinois, Inc., a Delaware corporation ("Lessee"), and Vanguard Health Systems, Inc., a Delaware corporation ("Guarantor").

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RECITALS:

J. By

WHEREAS, the Lessor and the Lessee entered into a Building and Ground Lease dated February 1, 2000 (the "Lease"), pursuant to which the Lessor leased to the Lessee and the Lessee leased from the Lessor certain Premises located at 3300 South Oak Park Avenue, Berwyn, Illinois, as more particularly defined and described in the Lease; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease to (i) delete Exhibit D to the Lease, (ii) terminate the option to purchase under the lease, (iii) provide for the payment of an amendment fee, (iv) extend the Initial Term of the Lease, and (v) make certain other changes under the Lease, all as more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

1. Term. Paragraph 2 of the Lease is amended and restated in its entirety as follows:

2. Lease Term. The term of this Lease shall commence on the 1st day of February, 2000 ("Commencement Date") and end at 12:01 a.m. on the first day of August, 2021 ("Initial Term"), unless sooner terminated as provided in this Lease. (The last day of the Initial Term shall be referred to herein as the "Expiration Date". The term "Lease Term" shall mean the Initial Term and any Renewal Term if a renewal option is exercised by the Lessee pursuant to Paragraph 6 below.)

2. Base Rent. Effective August 1, 2001, Base Rent shall be \$57,855.09, payable in monthly installments of \$4,821.26. This new Base Rent shall be used in calculating the Base Rent in subsequent years as provided in Paragraph 3 of the Lease.

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3. Option to Renew. Paragraph 6 of the Lease is amended and restated in its entirety as follows:

6. Option to Renew. Subject to the following notice requirements and provided that at the time of such notice Lessee is not in default under the terms of this Lease, Lessor hereby grants to Lessee the option to renew the Lease Term for two additional periods of five (5) years each upon the same terms and conditions as set forth in this Lease, except as follows:

(1) The amount of Base Rent in each Renewal Term shall be subject to the agreement of the parties; and

(2) Lessee shall have no further right to renew after the second Renewal Term.

(Each period of five (5) years as described in this Paragraph 6 shall be referred to herein as a "Renewal Term"). The Lessee shall have the right to exercise the option to renew as set forth in this Paragraph 6 by providing written notification thereof to Lessor not less than 12 months nor more than 24 months prior to the expiration of the Initial Term or the Renewal Term, as the case may be. Lessee shall have no right to exercise the right to renew as set forth in this Paragraph 6 in the event Lessee fails to satisfy any term or provision contained in this Agreement which is not cured within any applicable grace period.

4. Option to Purchase. Paragraph 50 of the Lease is hereby deleted and shall hereafter be null and void and of no further force or effect. Lessee shall have no right hereafter to exercise any option to purchase the Premises or any of the Other Properties under the Lease. In that regard, the Lease may be severed and treated separate from the Other Leases and the Premises may be treated individually for the purposes of facilitating a sale of one or more of the properties. The Parties have no objection should the Premises and the Other Properties be sold to separate and distinct purchasers.

5. Leasehold Mortgage. Paragraph 51 is amended by providing that Paragraph 51 shall be for the benefit of any and all leasehold mortgagees of the Lessee and that references in said Paragraph to Morgan Stanley & Co. Incorporated shall not limit the ability of the Lessee to grant to another person a leasehold mortgage in accordance with the terms and conditions of Paragraph 51. The Lessee has notified the Lessor that the Lessee intends to encumber its interest in the Lease with a leasehold mortgage in favor of Bank of America, N.A. as Collateral Agent. Lessee shall have the right to grant a leasehold mortgage to Bank of America, N.A. and to any other person who agrees to accept such mortgage subject to the terms and conditions of Paragraph 51. Within five business days after executing any such encumbrance, the Lessee shall notify

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the Lessor of such fact and shall provide to the Lessor the name and address for notice of such Mortgagee.

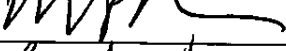
6. Exhibit D. Exhibit D is deleted and shall hereafter be null and void and of no further force or effect. Lessee shall have no right hereafter to withhold the payment of Base Rent pursuant to Exhibit D.

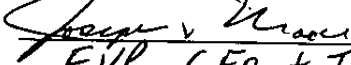
7. Amendment Fee. Lessor shall pay to Lessee \$78,647 (the "Amendment Fee") as consideration for the agreements of the Lessee herein. The Amendment Fee shall be paid in two installments as follows: (i) \$44,247 due and payable by wire transfer by close of business on the date hereof, and (ii) \$34,400 due and payable by wire transfer no later than 90 days following the date hereof.

IN WITNESS WHEREOF, the Lessor, Lessee and Guarantor have executed this Amendment as of the day and date first above written.

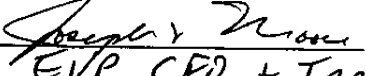
LESSOR
MacNeal Health Services Corporation

LESSEE
VHS of Illinois, Inc.

By: 
Its: President

By: 
Its: EVP, CFO + Treasurer

GUARANTOR
Vanguard Health Systems, Inc.

By: 
Its: EVP, CFO + Treasurer

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STATE OF ILLINOIS

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) ss.

COUNTY OF COOK

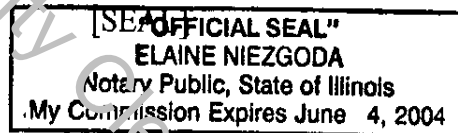
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I, Elaine Niezgoda, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael P. Kenahan personally known to me to be the President of **MacNeal Health Services Corporation**, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his/her capacity as such President he/she signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 26 day July 2001.

Elaine Niezgoda
Notary Public

Commission expires June 4, 2004.



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STATE OF NEW YORK

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) ss.

COUNTY OF NEW YORK

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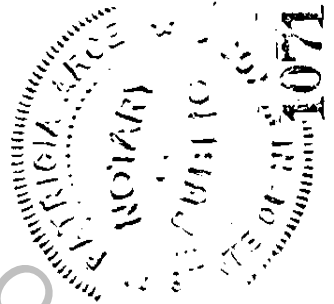
I, Patricia Arce, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph D. Moore personally known to me to be the EVP, CFO and Treasurer of VHS of Illinois, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his/her capacity as such EVP, CFO and Treasurer he/she signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day July 2001.

PATRICIA ARCE
Notary Public, State of New York
No. 01AR6052222
Qualified in New York County
Commission Expires Dec. 11, 2002
Commission expires Dec. 11, 2002

Patricia Arce
Notary Public

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STATE OF NEW YORK

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) ss.

COUNTY OF NEW YORK

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I, Patricia Arce, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph D. Moore personally known to me to be the EVF, CFO and Treasurer of **Vanguard Health Systems, Inc.**, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in his/her capacity as such EVF, CFO and Treasurer he/she signed and delivered the said instrument and caused the corporate seal of said corporation be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day July 2001.

PATRICIA ARCE
Notary Public, State of New York
No. 01AR6052222
Qualified in New York County
Commission Expires Dec. 11, 2002
Commission expires

Patricia Arce
Notary Public

[SEAL]

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007938536 D1

STREET ADDRESS: 3300 SOUTH OAK PARK

CITY:

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

LOTS 14 AND 15 IN BLOCK 8 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31,
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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