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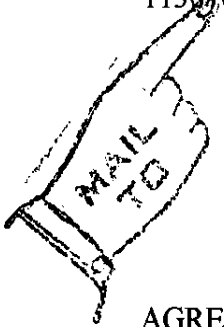
RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

77 270061 34 001 Page 1 of 11  
2000-06-01 15:29:42  
Cook County Recorder Cook County, Illinois 79.50

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
Attention: Jeffrey J. Temple, Esq.  
1130700-0177



00396444



FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY  
AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS,  
FINANCING STATEMENT AND FIXTURE FILING

FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY  
AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING  
STATEMENT AND FIXTURE FILING (as amended, modified or supplemented from time to  
time, this "Agreement"), dated as of June 1, 2000, by and between VHS OF ILLINOIS, INC., a  
Delaware corporation, having an office at 20 Burton Hills Boulevard, Suite 100, Nashville,  
Tennessee, 37215, as Mortgagor (the "Mortgagor"), and MORGAN STANLEY & CO.,  
INCORPORATED, with an office at 1585 Broadway, New York, New York 10036, as Collateral  
Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined in the Leasehold  
Mortgage, as defined herein). Except as otherwise defined herein, terms used herein and defined in  
the Credit Agreement referred to below shall be used herein as so defined.

WITNESSETH:

WHEREAS, Vanguard Health Systems, Inc., a Delaware corporation, as Borrower  
(the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the Mortgagee and  
Morgan Stanley Senior Funding, Inc., as Administrative Agent, have entered into a Credit  
Agreement, dated as of February 1, 2000, providing for the making of Loans to the Borrower and  
the issuance of, and participation in, Letters of Credit for the account of the Borrower, as  
contemplated therein in the aggregate maximum principal amount of \$168,000,000.00 (as used  
herein, the term "Credit Agreement" means the Credit Agreement described above in this recital, as  
the same may be amended, modified, extended, renewed, replaced, restated, supplemented or  
refinanced from time to time, and includes any agreement extending the maturity of, refinancing or  
restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors  
thereunder or any increase in the amount borrowed thereunder all or any portion of the  
indebtedness under such agreement or any successor agreements, whether or not with the same  
agent, trustee, representative lenders or holders) (the Lenders, the Issuing Lender and the  
Beneficiary are hereinafter collectively referred to as the "Lender Creditors");

WHEREAS, the Mortgagor entered into a Subsidiary Guaranty dated as of February  
1, 2000 for the benefit of the Lender Creditors and the Other Creditors whereby Mortgagor  
guaranteed to the Lender Creditors, the Mortgagee and the Other Creditors the payment when due  
of all obligations and liabilities of the Borrower under or with respect to the Credit Documents and  
the Interest Rate Protection Agreements or Other Hedging Agreement;

WHEREAS, in connection with the execution of the Credit Agreement, the  
Mortgagor executed a Leasehold Mortgage and Security Agreement, Assignment of Leases, Rents

and Profits, Financing Statement and Fixture Filing, dated as of February 1, 2000, in favor of Mortgagee, and recorded on February 3, 2000, as Document Number 00086970, in the office of the recorder of Cook County, Illinois (as amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain property (the "Property") more particularly described on Exhibit A annexed hereto;

WHEREAS, the Credit Agreement was amended by a Pooled Assignment and Amendment, dated as of February 11, 2000 (the "First Amendment"), entered into by and among the Borrower, Morgan Stanley Senior Funding, Inc., as Administrative Agent, each of the lenders listed on Schedule A of the First Amendment and the Existing Lender (as defined in the First Amendment);

WHEREAS, the Borrower, the Lenders, and Morgan Stanley Senior Funding, Inc., as Administrative Agent have entered into a Second Amendment to Credit Agreement, dated as of June 1, 2000 (the "Second Amendment"), which provides, inter alia for an increase in the aggregate amount of Loans from \$168,000,000 to \$188,000,000;

WHEREAS, the Mortgage remains in full force and effect and the security interest and the priority of such security interest granted to the existing Secured Creditors named therein continues (without interruption) thereunder;

WHEREAS, the Mortgagor desires to execute this Agreement pursuant to Section 8.14 of the Credit Agreement to confirm the continuing lien and priority of the Mortgage.

NOW, THEREFORE, in consideration of the execution and delivery by the Mortgagee of the Second Amendment and other benefits provided therein to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby makes the following representations and warranties and hereby covenants and agrees with the Mortgagee as follows:

1. The Mortgagor hereby acknowledges and agrees that the Tranche B Term Loan shall be increased by the amount of \$20 million dollars with the result that the aggregate principal amount of indebtedness under the Credit Agreement shall be increased to \$188,000,000.

2. It is hereby acknowledged and agreed that each reference in the Mortgage to the "Credit Agreement" shall mean and be a reference to the Credit Agreement, as amended by the First Amendment and by the Second Amendment.

3. The Mortgagor hereby reaffirms to the Secured Creditors each of the representations, warranties, covenants and agreements of the Mortgagor set forth in the Mortgage with the same force and affect as if each were separately stated herein and made as of the date hereof.

4. The Mortgagor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Mortgage, as modified by this Agreement, and each and every other document and/or instrument which evidences and/or secures payment of the Notes represent the valid, enforceable and collectible obligations of the Mortgagor and the Mortgagor further acknowledges

there are no existing claims, defenses, personal or otherwise, or rights of set-off whatsoever with respect to any of the aforementioned instruments and/or documents known to the Mortgagor and further acknowledges and represents that, to the Mortgagor's knowledge no event has occurred and no condition exists which would constitute a default under the Mortgage or this Agreement either with or without notice or lapse of time or both.

5. The Mortgagor hereby waives, discharges and releases forever any and all existing claims, defenses, personal or otherwise, and rights of set-off known to the Mortgagor that it may have against the Mortgagee or which might affect the enforceability by the Mortgagee of its various rights and remedies under the Notes, the Mortgage and the other Security Documents.

6. Except as specifically modified herein, all of the terms and provisions of the Mortgage and all other documents executed by the parties hereto or binding upon the parties hereto in connection with the Mortgage are ratified and reaffirmed by the parties hereto, and are incorporated herein by reference, the Mortgagor specifically acknowledging the validity and enforceability thereof.

7. The Mortgagor agrees to pay all costs in connection herewith, including, but without limitation, recordation and filing fees, taxes (other than taxes based on gross receipts, income or revenue of the Mortgagee) and reasonable attorneys' fees and expenses.

8. The liens, security interests, assignments and other rights evidenced by the Mortgage are hereby renewed, extended and modified to secure the Obligations in accordance with this Agreement.

9. This Agreement is limited as specified and other than the specific amendments contained herein shall not constitute an amendment, modification or waiver of, or otherwise affect, in any way, any other provisions of the Mortgage. As modified hereby, the Mortgage is ratified and confirmed in all respects.

10. The Mortgagor agrees to execute and deliver, or cause to be executed and delivered, to the Mortgagee all other instruments, certificates, agreements and consents as the Mortgagee may reasonably require in order to confirm the terms of this Agreement.

11. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

13. Any reference to the "Leasehold Mortgage" in the Leasehold Mortgage shall be deemed to mean the Leasehold Mortgage as modified by this Agreement.

14. The use of the singular shall include the plural when the context requires and vice versa; the use of "a" shall include "an" when the context requires and vice versa.

**UNOFFICIAL COPY** 00396444

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Mortgagor:

VHS OF ILLINOIS, INC., a Delaware corporation

By Joseph D. Moore

Name: Joseph D. Moore

Title: Executive Vice President & CFO

Mortgagee:

MORGAN STANLEY & CO.,  
INCORPORATED,  
as Collateral Agent

By \_\_\_\_\_

Name: Henry D'Alessandro

Title: Principal

Property of Cook County Clerk's Office

UNOFFICIAL COPY 00396444

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

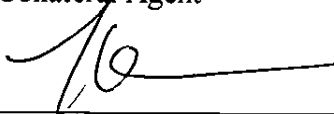
Mortgagor:

VHS OF ILLINOIS, INC., a Delaware corporation

By \_\_\_\_\_  
Name: Joseph D. Moore  
Title: Executive Vice President & CFO

Mortgagee:

MORGAN STANLEY & CO.,  
INCORPORATED,  
as Collateral Agent

By  \_\_\_\_\_  
Name: Henry D' Alessandro  
Title: Principal

Property of Cook County Clerk's Office

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STATE OF Tennessee

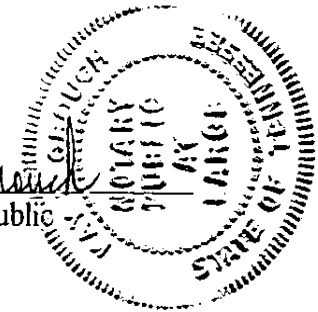
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COUNTY OF Davidson<sup>SS.</sup>

I, Kay L. Crouch, 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 Executive Vice President & CFO 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 as such Executive Vice President & CFO, he 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 free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

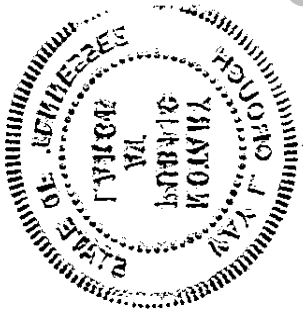
GIVEN under my hand and official seal this 22 day of May, 2000.

Kay L. Crouch  
Notary Public



Commission expires 1/27/01

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00396444

EXHIBIT A  
6804 West Windsor  
(Cook County)

Legal Description

LOTS 1, 2, 3 AND 4 IN BLOCK 8 IN BERWYN, A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 OF LAVERGNE, SAID LAVERGNE BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTHEASTERLY 1/4 AND THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4, LYING NORTH OF OGDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF 32ND AND 33RD, 35TH AND 36TH STREET WITHIN THE SAID LAVERGNE, IN COOK COUNTY, ILLINOIS.

Street Address: 6804 West Windsor  
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-127-006-0000  
16-31-127-007-0000

16-31-127-008-0000  
16-31-127-009-0000

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PREP NO.: 1401 007831717 D1

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EXHIBIT A  
3300 South Oak Park  
(Cook County)

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.

Street Address: 3300 South Oak Park Drive  
Berwyn, Illinois

Permanent Real Estate Tax Identification Number:

16-31-127-030-0000

Property of Cook County Clerk's Office

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EXHIBIT A

00396444

3340 South Oak Park  
(Cook County)

## Legal Description

### PARCEL 1:

ALL THAT PART OF LOTS 20, 21, 22, AND 23, TAKEN AS ONE TRACT LYING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID TRACT, 100.69 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT AND AT RIGHT ANGLES TO THE EAST LINE OF SAID TRACT TO A POINT ON THE WEST LINE OF SAID TRACT 100 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT, ALL IN BLOCK 10 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 24 TO 28, INCLUSIVE (EXCEPT THE NORTH 25.86 FEET OF SAID LOTS) IN BLOCK 10 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THAT PART OF A 14-FOOT WIDE VACATED ALLEY, RUNNING IN A NORTH-SOUTH DIRECTION IN BLOCK 10 IN BERWYN, BEING A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 29, 34, 35, 36, AND 39 IN LAVERGNE, A SUBDIVISION OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EXTENDED SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE, WITH THE WESTERLY LINE OF THE NORTH-SOUTH ALLEY LYING EAST OF GROVE AVENUE AND WEST OF OAK PARK AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE LAST DESCRIBED ALLEY AND THE EAST LINE OF LOT 24 IN BLOCK 10 TO THE SOUTHEAST CORNER OF SAID LOT 24; THENCE EASTERLY TO THE SOUTHWEST CORNER OF LOT 23 IN BLOCK 10; THENCE NORTHERLY ALONG THE EAST LINE OF THE LAST DESCRIBED ALLEY AND THE WEST LINE OF LOTS 20 TO 23 TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 25.86 FEET OF LOTS 24 TO 28, INCLUSIVE, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOTS 32, 33, 34 AND 35 IN BLOCK 9 IN BERWYN, A SUBDIVISION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 3340 S. Oak Park Drive, Berwyn, Illinois and a parcel of land located at the northwest corner of 34th Street and Grove Avenue, Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers: 16-31-127-054-0000,  
16-31-127-049-0000, 16-31-126-038-0000, 16-31-126-039-0000,  
16-31-126-040-0000

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EXHIBIT A  
2 Flat on Grove  
(Cook County)

## Legal Description

LOTS 30 AND 31 IN BLOCK 9 IN BERWYN, BEING A SUBDIVISION OF BLOCKS 4, 5, 12, 13, 20, 21, 28, 29, 34, 35, 36 AND 39 IN LA VERGNE, A SUBDIVISION OF THE NORTHWEST 1/4 AND THAT PART OF NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 LYING NORTH OF OGDEN AVENUE IN SECTION 31, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Street Address: 3334 South Grove  
Berwyn, Illinois

Permanent Real Estate Tax Identification Numbers:

16-31-126-033-0000

16-31-126-034-0000

Property of Cook County Clerk's Office