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Doc#: 0532032025 Fee: \$48.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/16/2005 09:56 AM Pg: 1 of 13

-- County, ILLINOIS

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
Attention: Leila Pachlin, Esq.
1103813/0028

VHS OF ILLINOIS, INC.,
a Delaware corporation,

Mortgagor

and

BANK OF AMERICA, N.A., a national banking association,
as the Collateral Agent for the benefit of the Secured Creditors,

Mortgagee

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

Dated as of October 20, 2005

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Cook County, Illinois

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

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE, 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 October 20, 2005, is made 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 BANK OF AMERICA, N.A., a national banking association, with an office at 101 North Tryon Street, Charlotte, North Carolina 28255, as Collateral Agent (the "Mortgagee") for the benefit of the Secured Creditors (as defined in the Mortgage, as referred to below). 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 Holding Company I, LLC, a Delaware limited liability company ("VHS Holdco I"), Vanguard Health Holding Company II, LLC, a Delaware limited liability company ("VHS Holdco II"), Vanguard Holding Company II, Inc., a Delaware corporation (the "Co-Borrower", and together with VHS Holdco II, the "Borrowers" and each, a "Borrower"), Citicorp North America, Inc., as Syndication Agent, General Electric Capital Corporation, LaSalle Bank, National Association and Wachovia Bank, National Association as Co-Documentation Agents, Citigroup Global Markets Inc. and Bank of America Securities LLC, as Joint Lead Arrangers and Book Runners, the lenders from time to time party thereto (the "Lenders"), and the Mortgagee, as Administrative Agent (in such capacity and together with any successor administrative agent, the "Administrative Agent"), have entered into a Credit Agreement, dated as of September 23, 2004 (the "Original Credit Agreement"), providing for the making of Loans and/or issuing of, and participation in, Letters of Credit as contemplated therein;

WHEREAS, each Borrower may at any time and from time to time enter into one or more Interest Rate Protection Agreements or Other Hedging Agreements with one or more Lenders or any affiliate thereof;

WHEREAS, the Mortgagor entered into a Subsidiaries Guaranty dated as of September 23, 2004 for the benefit of the Secured Creditors whereby the Mortgagor guaranteed to the Secured Creditors (other than the Treasury Service Creditors (as defined in the Mortgage)) the payment when due of all Guaranteed Obligations as described in the Subsidiaries Guaranty;

WHEREAS, VHS Holdco II, one or more Wholly-Owned Subsidiaries of VHS Holdco II and one or more Treasury Service Creditors, have entered into and may in the future enter into a credit arrangement providing for Treasury Services (as defined in the Mortgage);

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WHEREAS, in connection with the execution of the Subsidiaries Guaranty and as a condition to: (i) the making of Loans to the Borrowers, and the issuance of, and participation in, Letters of Credit for the account of the Borrowers under the Credit Agreement; (ii) the Other Creditors (as defined in the Mortgage) entering into Interest Rate Protection Agreements and Other Hedging Agreements and (iii) the extension of Treasury Services, the Mortgagor executed a Leasehold Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing, dated as of September 23, 2004, in favor of the Mortgagee, as Collateral Agent, and recorded on September 30, 2004, as Document Number 0427441072 in the Office of the County Clerk of Cook County, Illinois (as amended hereby and as further amended, modified or supplemented from time to time, the "Mortgage") encumbering certain property more particularly described on Exhibit A hereto;

WHEREAS, VHS Holdco I, the Borrowers, the lenders party to the Original Credit Agreement and the Administrative Agent entered into that certain First Amendment to Credit Agreement (the "First Amendment to Credit Agreement") which provides for the incurrence of Replacement Term Loans (as defined in the First Amendment to Credit Agreement) by means of the borrowing of new Replacement Term Loans or the conversion of Existing Term Loans to be Refinanced (as defined in the First Amendment to Credit Agreement) into Replacement Term Loans (as defined in the First Amendment to Credit Agreement), in each case as specifically set forth therein; however, after taking into account the conversion of certain Existing Term Loans to be Refinanced on the Repricing Amendment Effective Date (as defined in the First Amendment to Credit Agreement), and the incurrence of the Replacement Term Loans, the aggregate principal amount of the Obligations secured by the Mortgage remains unchanged. The Original Credit Agreement, as amended by the First Amendment to Credit Agreement is referred to herein as the "Credit Agreement".

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

WHEREAS, the Mortgagor desires to execute this Agreement pursuant to Section 8.15 of the Credit Agreement to satisfy the condition set forth therein.

NOW, THEREFORE, in consideration of the Recitals set forth above and other benefits provided 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 agrees that the total aggregate amount of Obligations secured by the Mortgage remains unchanged.

2. It is hereby acknowledged and agreed each reference in the Mortgage to the "Credit Agreement" shall mean and be a reference to the Original Credit Agreement, as amended by the First Amendment to Credit Agreement, as the same may be further amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including 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), 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.

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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 effect 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 Loans and other extensions of credit 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 Mortgage and the other Secured Debt Agreements (as defined in the Mortgage).
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.

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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 "Mortgage" in the Mortgage shall be deemed to mean the 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.

15. The provisions of this Agreement regarding the creation, perfection and enforcement of the liens and security interests herein granted in the Mortgaged Property (as defined in the Mortgage) (other than the Secured Property (as defined in the Mortgage), not including fixtures) shall be governed by and construed under the laws of the state in which such Mortgaged Property is located. All other provisions of this Agreement shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to choice of law provisions.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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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 James H. Spalding
Name: James H. Spalding
Title: Senior Vice President

Mortgagee:

BANK OF AMERICA, N.A.,
as Collateral Agent

By _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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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: James H. Spalding
Title: Senior Vice President

Mortgagee:

BANK OF AMERICA, N.A.,
as Collateral Agent

By _____

Name: Kevin Wagley
Title: Senior Vice President

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STATE OF TENNESSEE)

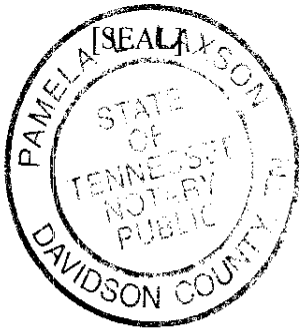
ss.:

COUNTY OF DAVIDSON)

On this 3rd day of OCTOBER, 2005, before me, PAMELA L. LAKSON
a Notary Public, personally appeared James H. Spalding, known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Pamela L. Lakson
NOTARY PUBLIC
State of TENNESSEE
My Commission Expires: _____



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STATE OF NORTH CAROLINA)
)ss.:
COUNTY OF MECKLENBURG)

On this ~~20th~~ day of October, 2005, before me, Naomia C. Sims, a Notary Public, personally appeared Kevin Wagley, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Naomia C. Sims

NOTARY PUBLIC

State of North Carolina

My Commission Expires: February 24, 2010

[SEAL]

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EXHIBIT A

DESCRIPTION OF LAND

The leasehold estate of the Mortgagor, as lessee, under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086942 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 30, 2001 and recorded August 7, 2001 as document 0010719434 of the official records of the Cook County Recorder's Office.

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 SOUTHEAST 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 STREETS WITHIN THE SAID LAVERGNE, IN COOK COUNTY, ILLINOIS.

Tax ID # - 16-31-127-006-0000
 16-31-127-007-0000
 16-31-127-008-0000
 16-31-127-009-0000

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EXHIBIT A

DESCRIPTION OF LAND

The leasehold estate of the Mortgagor, as lessee, under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086942 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 30, 2001 and recorded August 7, 2001 as document 0010719434 of the official records of the Cook County Recorder's Office.

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.

Tax ID #16-31-127-030-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT A****DESCRIPTION OF LAND**

The leasehold estate of the Mortgagor, as lessee, under that certain Building and Ground Lease dated February 1, 2000 between the Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor as described in that certain Memorandum of Lease, dated January 31, 2000 between Mortgagor, as lessee and MacNeal Health Services Corporation, as lessor and recorded as document 00086942 of the official records of the Cook County Recorder's Office, as amended by that certain Amendment No. 1 to Building and Ground Lease dated July 30, 2001 and recorded August 7, 2001 as document 0010719434 of the official records of the Cook County Recorder's Office.

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, 100.89 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.

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DESCRIPTION OF LAND
(continued)

PARCEL 4:

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

Tax ID #16-31-126-038-0000
#16-31-126-040-0000

#16-31-126-039-0000
#16-31-127-049-0000
#16-31-127-054-0000

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