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This document was prepared by,
and after recording, return to:

John W. Morse, Esq.
Patzik, Frank & Samotny, Ltd.
150 South Wacker Drive, Suite 1500
Chicago, Illinois 60606

Permanent Tax Index Number:

14-16-101-001-0000

Property Address:

4700 North Marine Drive
Chicago, Illinois 60640



Doc#: 1226444136 Fee: \$64.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2012 04:00 PM Pg: 1 of 14

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AMENDMENT NO. 2 TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This AMENDMENT NO. 2 TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated as of August 1, 2012 (the "Agreement"), is executed by and among ZRG-CVI Lakeshore Marine Drive, L.L.C., a Delaware limited liability company, as successor in interest to Wellness Associates, LLC ("Landlord"), VHS Acquisitions Subsidiary Number 3, Inc. (d/b/a Louis A. Weiss Memorial Hospital), a Delaware corporation (the "Tenant"), and North Shore Community Bank & Trust Company (the "Lender").

RECITALS:

A. The Lender is the mortgagee under that certain Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated of even date herewith, to be recorded concurrently herewith, as amended (the "Mortgage"), which Mortgage encumbers the Land and Building (as hereinafter defined) and secures a principal indebtedness in the amount of \$16,913,275.

B. The Tenant (or its predecessor in interest) and Landlord (or its predecessor in interest) have entered into (i) that certain Office Lease, dated May 26, 2005, as amended by that certain Office Lease Amendment, dated May, 2010 pursuant to which the Tenant has leased certain premises commonly known as Suite 100 of the building located at 4700 North Marine Drive, Chicago, Illinois; and (ii) that certain Lease Agreement, dated May 26, 2005, as amended by that certain Office Lease Amendment, dated June, 2010 pursuant to which the Tenant has leased certain premises commonly known as Suite 300 of the building located at 4700 North

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Marine Drive, Chicago, Illinois (collectively, the "Lease Agreement", the Lease Agreement, together with all amendments and modifications thereof, being collectively referred to herein as the "Lease").

C. Suite 100 and Suite 300 shall collectively be referred to herein as the "Leased Premises" which are in the building located at 4700 North Marine Drive, Chicago, Illinois (the "Building"), which building is located on the land legally described on Exhibit A attached hereto (the "Land").

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

A G R E E M E N T S:

1. The Tenant represents and warrants to the Lender that the Lease constitutes the entire agreement between the Tenant and the Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of the Tenant with respect to the Leased Premises.

2. The Tenant has executed and delivered to the Lender that certain Tenant Estoppel Certificate dated on or about the date hereof (the "Estoppel Certificate"). The provisions of the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and the Tenant acknowledges that the Lender will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. The Tenant covenants with the Lender that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, the Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Leased Premises, the Building or the Land, shall be subject and subordinate to the Lender's right, title and interest in and to such proceeds and awards.

4. The Tenant acknowledges that the Landlord has collaterally assigned to the Lender any and all leases affecting the Building, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, the Tenant agrees that, upon receipt of a notice of a default by the Landlord under such assignment and a demand by the Lender for direct payment to the Lender of the rents due under the Lease, the Tenant will honor such demand and make all

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subsequent rent payments directly to the Lender. The Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to the Landlord and the Lender.

5. The Lender agrees that so long as the Tenant is not in default under the Lease:

(a) The Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless the Tenant is a necessary party under applicable law); and

(b) The possession by the Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

6. Prior to pursuing any remedy available to the Tenant under the Lease, at law or in equity as a result of any failure of the Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by the Landlord under the Lease (any such failure being hereinafter referred to as a "Landlord's Default"), the Tenant shall: (a) provide the Lender with a notice of the Landlord's Default, specifying the nature thereof, the section of the Lease under which such Landlord's Default arose, and the remedy which the Tenant will elect under the terms of the Lease or otherwise, and (b) allow the Lender not less than thirty (30) days following receipt of notice of the Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, the Tenant shall give the Lender such additional time as the Lender may reasonably need to obtain possession and control of the Building and to cure such Landlord's Default so long as the Lender is diligently pursuing a cure. The Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless the Lender fails to cure same within the time period specified above. For purposes of this Section 6, a Landlord's Default shall not be deemed to have occurred until all grace and/or cure periods applicable thereto under the Lease have lapsed without the Landlord having effectuated a cure thereof.

7. If the Lender or any future holder of the Mortgage shall become the owner of the Land and Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Land and/or Building shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between the Tenant and the new owner of the Land and/or Building as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subsection (b) below), and in such event:

(a) The Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term), and the Tenant hereby agrees to attorn to such new owner and to recognize such

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new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time the Lender exercises its remedies then the Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);

(b) Such new owner shall be bound to the Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if the Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including the Landlord);

(ii) subject to any offsets or defenses which the Tenant has against any prior landlord (including the Landlord) unless the Tenant shall have provided the Lender with (A) notice of the Landlord's Default that gave rise to such offset or defense, and (B) the opportunity to cure the same, all in accordance with the terms of Section 6 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which the Tenant might have paid in advance for more than the current month to any prior landlord (including the Landlord);

(iv) liable to refund or otherwise account to the Tenant for any security or other deposits not actually paid over to such new owner by the Landlord;

(v) bound by any amendment or modification of the Lease made without the Lender's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including the Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Land and Building.

8. Landlord and Tenant hereby agree that, notwithstanding anything to the contrary contained in the Amended and Restated Reciprocal Easement Agreement, dated September 23, 2005 and recorded September 23, 2005 as Document No. 0526639093 as amended by Amendment No. 1 to Amended and Restated Reciprocal Easement Agreement dated January 24, 2008 and recorded January 25, 2008 as Document No. 0802509033 (collectively, the "REA"), the Right of First Refusal (as described in Paragraph 7 of the REA) shall not apply to (x) the Mortgage of the Building and Land in favor of North Shore Community Bank & Trust, its

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successors and/or assigns or is designee (collectively, "Lender"), or (y) a subsequent transfer to or vesting in Lender (or any other purchaser in foreclosure or other proceeding) of full legal title to the Building or Land through foreclosure, conveyance in lieu of foreclosure, or any comparable procedure or proceeding, or (z) a subsequent transfer by Lender (or any other purchaser in said foreclosure, grantee under a conveyance in lieu of foreclosure, or other proceeding) to a bona fide third party purchaser for value following such a foreclosure, conveyance in lieu of foreclosure or comparable procedure or proceeding. The Right of First Refusal described in Paragraph 7 of the REA shall, however, continue to apply to any Disposition Transaction (as defined in Paragraph 7 of the REA) made thereafter by such third party purchaser.

9. Any notices, communications and waivers under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) by overnight express carrier, addressed in each case as follows:

To the Lender North Shore Community Bank & Trust Company
 190 South LaSalle Street, 22nd Floor
 Chicago, Illinois 60603
 Attention: Barlett Q. Johnson, Managing Director

With a copy to: Patzik, Frank & Samotny Ltd.
 150 South Wacker Drive, Suite 1500
 Chicago, Illinois 60606
 Attention: John W. Morse, Esq.

To the Landlord: ZRG-CVI Lakeshore Marine Drive, L.L.C.
 401 North Michigan Avenue, Suite 250
 Chicago, Illinois 60611
 Attention: Ari Glass and Michelle Shrader

With a copy to: Pircher, Nichols & Meeks
 900 North Michigan Ave, Suite 1050
 Chicago, Illinois 60611
 Attention: Eugene J.M. Leone

To the Tenant: VHS Acquisition Subsidiary Number 3, Inc.
 4646 North Marine Drive
 Chicago, Illinois 60640
 Attention: CEO

With a copy to: Vanguard Healty System, Inc.
 20 Burton Hills Blvd., Suite 100
 Nashville, Tennessee 37215
 Attention: General Counsel

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or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

10. The Tenant acknowledges and agrees that the Lender will be relying on the representations, warranties, covenants and agreements of the Tenant contained herein and that any default by the Tenant hereunder shall permit the Lender, at its option, to exercise any and all of its rights and remedies at law and in equity against the Tenant and to join the Tenant in a foreclosure action thereby terminating the Tenant's right, title and interest in and to the Leased Premises.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of the Lender, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Illinois.

12. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Amended and Restated Reciprocal Easement Agreement and Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

ZRG-CVI LAKESHORE MARINE DRIVE, L.L.C.,
a Delaware limited liability company

By: Zeller-Marine, L.L.C., a Delaware limited liability
company, its Manager

By: Zeller-Marine Investors, L.L.C., a Delaware
limited liability company, its Manager

By: The Zeller Family Group, L.L.C., a
Delaware limited liability company,
its Manager

By: Paul M. Zeller
Name: Paul M. Zeller
Title: President

TENANT:

VHS ACQUISITION SUBSIDIARY NUMBER 3, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST
COMPANY

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Amended and Restated Reciprocal Easement Agreement and Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

ZRG-CVI LAKESHORE MARINE DRIVE,
L.L.C., a Delaware limited liability company

By: Zeller-Marine, L.L.C., a Delaware limited liability company, as Sole Manager

By: _____
Name: _____
Title: _____

TENANT:

VHS ACQUISITION SUBSIDIARY NUMBER 3,
INC., a Delaware corporation

By: *[Signature]*
Name: *John M. Green*
Title: *Vice President*

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST
COMPANY

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to Amended and Restated Reciprocal Easement Agreement and Subordination, Non-Disturbance and Attornment Agreement the day and year first above written.

LANDLORD:

ZRG-CVI LAKESHORE MARINE DRIVE, L.L.C.,
a Delaware limited liability company

By: Zeller-Marine, L.L.C., a Delaware limited liability
company, its Manager

By: Zeller-Marine Investors, L.L.C., a Delaware
limited liability company, its Manager

By: The Zeller Family Group, L.L.C., a
Delaware limited liability company,
its Manager

By: _____
Name: Paul M. Zeller
Title: President


TENANT:

VHS ACQUISITION SUBSIDIARY NUMBER 3, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST
COMPANY

By: 
Name: Bartlett Johnson
Title: Managing Director

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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Zeller, the President of The Zeller Family Group, L.L.C., a Delaware limited liability company, as Manager of Zeller-Marine Investors, L.L.C., a Delaware limited liability company, as Manager of Zeller-Marine, L.L.C., a Delaware limited liability company, as the Manager of ZRG-CVI Lakeshore Marine Drive, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of The Zeller Family Group, L.L.C., in its capacity as manager of Zeller-Marine Investors, L.L.C., its capacity as manager of Zeller-Marine, L.L.C., in its capacity as manager of ZRG-CVI Lakeshore Marine Drive, L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of August, 2012.

Melissa H Farrell
 Notary Public

My Commission Expires:

6/5/13



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of VHS ACQUISITION SUBSIDIARY NUMBER 3, INC., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2012.

Notary Public

My Commission Expires:

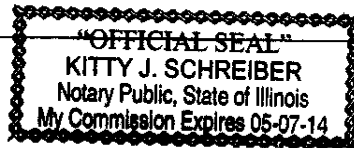
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Beth Johnson, the Managing Director of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, who is 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 Managing Director, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of September, 2012.

Kitty J. Schreiber
Notary Public

My Commission Expires: 06/07/14



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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Parcel 1:

Lot 1 (except the South 123.75 feet and except that part thereof included in Lakeside Place in the Superior Court Partition of the South 1531 feet of Lot 1, except so much thereof as was conveyed to Devotion C. Eddy by Deed dated February 10, 1855 and recorded February 13, 1855 in Book 20, Page 338) in School Trustees' Subdivision of Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, being also described as follows:

Lot 1 (except the North 28 feet thereof taken for Lakeside Place and except the South 123.75 feet thereof as measured along the West line of said Lot) according to the Plat thereof filed as document number 88095 in the Superior Court partition of part of the South 1531 feet of Lot 1 in the School Trustees' Subdivision of Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The North half of that part of West Leland Avenue lying East of the East line of North Clarendon Avenue and Westerly of the Westerly line of North Marine Drive (being a tract lying North of a line commencing at a point that is equidistant from the Northwest and Southwest corners thereof and extended due East to the Westerly line of North Marine Drive), and also being described as a portion of the North 66 feet of the South 123.75 feet of Lot 1 in partition of the South 1531 feet of Lot 1 in School Trustees' Subdivision of Fractional Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, as vacated by Substitute Ordinance recorded January 14, 2005 as document 0501422209, in Cook County, Illinois.

Parcel 3:

Easements appurtenant for the benefit of Parcel 1 as created by Amended and Restated Reciprocal Easement Agreement made by and Between Wellness Associates LLC, an Illinois limited liability company and VHS Acquisition Subsidiary Number 3, Inc., a Delaware corporation, recorded September 23, 2005 as document 0526639093 as amended by Amendment No. 1 to Amended and Restated Reciprocal Easement Agreement dated January 24, 2008 and recorded January 25, 2008, as document 0802509033, by and between Wellness Associates LLC and VHS Subsidiary Number 3, Inc.

PROPERTY ADDRESS OF REAL ESTATE:

4700 North Marine Drive
Chicago, Illinois 60640

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PERMANENT TAX IDENTIFICATION NUMBER:

14-16-101-001-0000

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