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VHS ACQUISITION SUBSIDIARY NUMBER 4, INC.
COOK COUNTY, ILLINOIS



Doc#: 1316919028 Fee: \$128.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/18/2013 11:47 AM Pg: 1 of 19

This instrument was prepared in consultation with counsel in the state in which the Mortgaged Property is located by the attorney named below and after recording, please return to:

Cahill Gordon & Reindel LLP
80 Pine Street, 17th Floor
New York, NY 10005
Attention: Athy A. O'Keefe, Esq.

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

THIS SECOND AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage Amendment") is dated as of June 14, 2013 (the "Effective Date"), by VHS ACQUISITION SUBSIDIARY NUMBER 4, INC., a Delaware corporation (the "Mortgagor"), whose address is 20 Burton Hills Boulevard, Suite 100, Nashville, Tennessee 37215, to BANK OF AMERICA, N.A., a national banking association whose address is Bank of America NA, 101 North Tryon Street, Charlotte, North Carolina 28225, in its capacity as collateral agent for the Secured Creditors (as defined in the Mortgage, as hereinafter defined), as mortgagee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Mortgagee" or "Collateral Agent"). Capitalized terms used in this Mortgage Amendment shall have the same meanings as in the Existing Mortgage (as defined below) unless otherwise defined herein.

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RECITALS:

A. Mortgagor has previously executed and delivered to Mortgagee as Collateral Agent for the Secured Creditors that certain Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of August 31, 2010 and recorded on September 2, 2010, as instrument number 1024529079 in the Official Records of the County of Cook, State of Illinois (the "Original Mortgage"), as amended by that certain First Amendment to Mortgage, Security Agreement, Assignment of Leases, Rents and Profits, Financing Statement and Fixture Filing dated as of June 1, 2012 and recorded on June 8, 2012, as instrument number 1216045061 in the Official Records of the County of Cook, State of Illinois

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(the "First Amendment"; the Original Mortgage, as amended by the First Amendment, the "Existing Mortgage"), which Existing Mortgage encumbers the Mortgaged Property, including certain land, Improvements and fixtures located in Cook County in the State of Illinois, which land is more particularly described on **Exhibit A** attached hereto.

B. As more fully described in the Existing Mortgage, the Existing Mortgage secures all Obligations, including those under that certain Credit Agreement, dated as of January 29, 2010 by and among Vanguard Health Holding Company I, LLC ("VHS Holdco I"), Vanguard Health Holding Company II, LLC (the "Borrower"), the lenders from time to time parties thereto, Bank of America, N.A., as administrative agent and collateral agent and the other parties thereto (the "Original Credit Agreement"), as amended by that certain Incremental Commitment Agreement dated April 24, 2012 (the "Incremental Amendment"; the Original Credit Agreement, as amended by the Incremental Amendment, the "Existing Credit Agreement"), as either the Obligations or the Existing Credit Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, with or without record notice of such amendment, amendment and restatement, supplementation or other modification.

C. Mortgagor and Mortgagee have amended the Existing Credit Agreement pursuant to the terms and conditions of that certain Amendment No. 1 dated as of March 14, 2013 ("Amendment No. 1"). Amendment No. 1 reconfirms the Existing Credit Agreement and provides for, among other things, certain amendments to the Existing Credit Agreement, including (i) allowing the Amendment No. 1 Consenting Lenders (as defined therein) to convert their outstanding Initial Term Loans (as defined therein) into a like principal amount of Term B Loans (as defined therein), (ii) allowing the Additional Term B Lender (as defined therein) to make additional Term B Loans in a principal amount equal to \$300,000,000, plus the principal amount of any outstanding Initial Term Loans that were not converted into Term B Loans as described in clause (i) above, and (iii) other changes in the terms and conditions of the indebtedness now or in the future outstanding under the Existing Credit Agreement.

D. Mortgagor and Mortgagee desire to, among other things, (i) give notice of the execution and delivery of Amendment No. 1, (ii) give notice that the Obligations under the Existing Credit Agreement, as amended by Amendment No. 1, continue to be secured by the lien of the Mortgage, and (iii) confirm that the Existing Mortgage remains in full force and effect except only to the extent expressly modified by this Mortgage Amendment.

AGREEMENT :

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee agree and give notice as follows.

1. Amendment.

The Existing Mortgage is hereby amended as follows:

1.1. As of the Effective Date, whenever referred to in the Existing Mortgage or this Mortgage Amendment, the following terms defined in the Existing Mortgage shall be and hereby are amended and restated to have the meaning ascribed to such term below:

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A. “Credit Agreement” shall mean the Existing Credit Agreement, as amended by Amendment No. 1, as the Credit Agreement may be further amended, amended and restated, supplemented or otherwise modified from time to time; which term shall also include and refer to (i) any amendment, restatement, supplement, or other modification providing for any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Collateral Agent’s acknowledgment of the termination of the predecessor Credit Agreement.

B. “Mortgage” shall mean the Existing Mortgage, as amended by this Mortgage Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time.

C. “Obligations” shall mean the Obligations, as amended and modified by Amendment No. 1, and as the same may be further amended, amended and restated, supplemented and otherwise modified from time to time if and when the Credit Agreement is further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Obligations.

- 1.2. The “TO HAVE AND TO HOLD” paragraph of the Existing Mortgage is hereby amended such that the last sentence is deleted and replaced in lieu with the following:

“The stated principal amount of the Loans secured hereby is \$1,457,865,565.55, plus interest, plus any disbursements and taxes and insurance on the Mortgaged Property, plus interest thereon at a rate of interest set forth in Section 1.06 of the Credit Agreement, and any other sums advanced in accordance with the terms hereof or any of the other Secured Debt Agreements (as defined below) to protect the security of this Mortgage or any of the Secured Debt Agreements.”

- 1.3. *Taxes.* Mortgagor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Mortgage Amendment, if any, including all taxes, penalties, and interest for the foregoing.
- 1.4. *Rates of Interest Applicable to Obligations.* **Exhibit B** attached to the Existing Mortgage is hereby replaced with the Exhibit B attached to this Mortgage Amendment.
- 1.5. Section 1.15 of the Addendum of the Existing Mortgage is hereby deleted and replaced with the following: “Maximum Amount Secured. The maximum amount of the Obligations which may be secured hereby is \$2,915,731,131.10.”

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2. Confirmation and Ratification of Original Mortgage.

Mortgagor, to induce Mortgagee to consummate the transactions contemplated by Amendment No. 1, and to secure the payment of the Obligations, hereby confirms, ratifies, agrees, restates and reaffirms (i) the grant, bargain and conveyance of the Mortgaged Property to Mortgagee for the benefit of the Secured Creditors in accordance with the terms of the Mortgage, and (ii) the representations, warranties, covenants and agreements of Mortgagor set forth in Article I of the Original Mortgage as if the same were made as of the Effective Date. Nothing contained in this Mortgage Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to Mortgagee of the Mortgaged Property. As modified by this Mortgage Amendment, the Existing Mortgage shall continue in full force and effect and shall continue to be a valid and subsisting lien against the Mortgaged Property. This Mortgage Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Existing Mortgage. Further, nothing in this Mortgage Amendment is intended to waive any rights or remedies of Mortgagee under the Mortgage, or any defaults of Mortgagor under the Mortgage. As acknowledged by its signature below, Mortgagor agrees to the terms, covenants, provisions and agreements of this Mortgage Amendment.

3. No Change in Mortgage Priority.

3.1. Definitions.

A. Junior Lien Claimant. A “Junior Lien Claimant” means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

B. Change. The Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a “Change”). Changes may include any or all of the following: (i) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Obligations; and/or (v) modifications or additional amounts advanced with respect to the Obligations.

3.2. Notice to Junior Lien Claimants. The Original Mortgage provided, and gave full record notice to all potential Junior Lien Claimants, that the Original Mortgage was intended to secure the Obligations arising not only under the Original Credit Agreement, but also under any amendments, restatements, supplements, waivers, refinancing or other modifications of the Original Credit Agreement. Any of the foregoing may potentially result in a Change to the Obligations, whether or not: (a) any notice is recorded with respect to such Change; (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest

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rate or otherwise adversely affects Junior Lien Claimants; or (c) Mortgagor executes or delivers new or additional note(s) to evidence or confirm such Change. All actual and potential Junior Lien Claimants are hereby placed on notice that the Obligations are subject to Change(s). The execution and delivery of this Mortgage Amendment, or of any subsequent or prior (if any) amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage. Further, by taking or accepting its interest in the Mortgaged Property subject to the Mortgage, each Junior Lien Claimant understands and acknowledges that the priority and validity of the lien of the Mortgage shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any Obligation, or otherwise impair or reduce the priority of the lien of the Mortgage.

3.3. *Interaction with Credit Documents.* Nothing in this Section 3 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the Credit Documents.

4. *Amendment No. 1.*

The parties hereby give notice that (i) the Borrower, the lenders from time to time party to the Existing Credit Agreement, Bank of America, N.A., as administrative agent and collateral agent, and the other parties thereto, have entered into Amendment No. 1 and (ii) the Obligations under Amendment No. 1 are secured by the lien of the Existing Mortgage, as modified and amended by this Mortgage Amendment.

5. *Future Amendments.*

The Mortgage, cannot be further altered, amended, modified, terminated, waived, released, or discharged, except in accordance with the provisions of the Mortgage. Any amendment of the Credit Documents or of the Obligations may or may not be recorded. Any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Mortgage or constituting a novation.

6. *GOVERNING LAW.*

THIS MORTGAGE AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH SECTION 6.01 OF THE EXISTING MORTGAGE.

7. *Counterparts.*

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

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A large, thick, black scribble consisting of several overlapping, diagonal strokes that completely obscures the text 'Property of Cook County Clerk's Office'.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Mortgage Amendment as of the Effective Date. This Mortgage Amendment may be executed in counterparts.

MORTGAGOR

VHS ACQUISITION SUBSIDIARY NUMBER 4, INC., a Delaware corporation

By: James H. Spalding
Name: James H. Spalding
Title: Executive Vice President

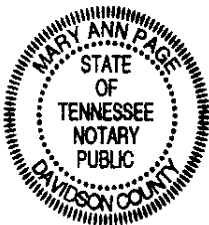
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ACKNOWLEDGEMENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 13 day of May, 2013, before me personally appeared James H. Spalding personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed 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.



MY COMMISSION EXPIRES:
May 5, 2015

Mary Ann Page
NOTARY PUBLIC
State of Tennessee
My commission expires: May 5, 2015

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MORTGAGEE

BANK OF AMERICA, N.A., a national banking association, as Collateral Agent

By: *Bridget Manduk*
Name: Bridgett J. Manduk
Title: Assistant Vice President

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this _____ day of May, 2013, before me personally appeared Bridgett J. Manduk personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to me; that she executed the same in her authorized capacity, and that by her signature on the instrument the person of the entity upon behalf of which the person acted, executed the instrument.

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

*Notary Public
All attached*

NOTARY PUBLIC
State of _____
My commission expires:

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State of California
County of San Francisco

On May 9th, 2013 before me, Silvia Ventura, Notary Public
(insert name and title of the officer)

personally appeared Bridgett J. Manduk
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)
"

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EXHIBIT A

Legal Description

All that certain (or those certain) parcel(s), plot(s) or piece(s) of real property, including improvements and fixtures, more particularly described as follows, located in the counties more particularly described as follows or on the supplemental page(s) attached hereto:

[See attached page(s)]

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EXHIBIT A

DESCRIPTION OF LAND

PARCEL 1:

THAT PART FOR THE FOLLOWING DESCRIBED TRACT OF LAND, LYING EAST OF A LINE DRAW PERPENDICULAR TO THE NORTH LINE OF THE SOUTH 50.00 FEET OF SAID TRACT (BEING THE NORTH LINE OF CENTRAL AVENUE) AND THROUGH A POINT OF SAID NORTH LINE THAT IS 222.25 FEET WEST, (AS MEASURED ALONG SAID NORTH LINE) ON THE EAST LINE OF SAID TRACT AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID SOUTH 50.00 FEET THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 63.88 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, WITH THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 271.4 FEET; THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION TO A POINT 575-1/2 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION TO SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM ANY PORTION OF SAID PREMISES LYING NORTH OF A LINE 15 RODS SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET), AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, 63.88 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 50.00 FEET AND THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 221.40 FEET TO A POINT 271.40 FEET NORTH OF SAID POINT OF BEGINNING, SAID POINT BEING AT A POINT

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247.5 FEET SOUTH OF THE CENTERLINE OF LAKE STREET; THENCE WEST ON A LINE 247.5 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET, FOR A DISTANCE OF 246.52 FEET AND THENCE SOUTH, 217.71 FEET TO THE NORTH LINE OF CENTRAL AVENUE AT A POINT 248.67 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE CONTINUING SOUTH ON A PROLONGATION OF THE LAST DESCRIBED LINE TO THE SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 336-1/2 FEET TO A POINT, WHICH IS 247-1/2 FEET SOUTH OF THE CENTER LINE OF LAKE STREET AS A PLACE OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE 247-1/2 FEET TO THE CENTERLINE OF LAKE STREET; THENCE WEST ALONG THE CENTERLINE OF LAKE STREET, A DISTANCE OF 296.00 FEET; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE, A DISTANCE OF 247-1/2 FEET; THENCE EAST, 296.00 FEET TO THE PLACE OF BEGINNING, (EXCEPTING FROM SAID TRACT THOSE PORTIONS THEREOF, FALLING IN STREETS AND HIGHWAYS), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 63.88 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, SAID POINT BEING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 50.00 FEET AND THENCE CONTINUING NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SAID NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 221.40 FEET TO A POINT 271.40 FEET NORTH OF SAID POINT OF BEGINNING, SAID POINT BEING AT A POINT 247.5 FEET SOUTH OF THE CENTERLINE OF LAKE STREET; THENCE WEST ON A LINE 247.5 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF LAKE STREET, FOR A DISTANCE OF

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246.52 FEET AND THENCE SOUTH 217.71 FEET TO THE NORTH LINE OF CENTRAL AVENUE AT A POINT 248.67 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE CONTINUING SOUTH ON A PROLONGATION OF THE LAST DESCRIBED LINE TO THE SAID NORTH LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND NORTHWESTERN RAILROAD COMPANY; THENCE EAST ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE POINT OF BEGINNING, (EXCEPTING FROM SAID TRACT THOSE PORTIONS THEREOF, FALLING IN STREETS AND HIGHWAY), IN COOK COUNTY, ILLINOIS.

OVERALL LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF LAKE STREET, AND LYING NORTH OF THE NORTH LINE OF CENTRAL AVENUE, BEING A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY), AND LYING WEST OF THE WEST LINE OF WILLIAM STREET, AS OCCUPIED AND MONUMENTED, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFORESAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12; THENCE NORTH 0 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 115.335 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF CENTRAL AVENUE AFORESAID; THENCE NORTH 88 DEGREES 58 MINUTES 41 SECONDS WEST, ALONG SAID EXTENSION, 11.03 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE AFORESAID NORTH LINE OF CENTRAL AVENUE, 459.89 FEET TO A LINE DRAWN PERPENDICULAR TO THE AFORESAID NORTH LINE OF CENTRAL AVENUE; THENCE NORTH 1 DEGREE 01 MINUTES 19 SECONDS EAST ALONG SAID PERPENDICULAR LINE, 214.77 FEET TO A LINE 15 RODS (247.50 FEET) SOUTH OF AND PARALLEL WITH THE AFORESAID CENTERLINE OF LAKE STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE, 173.18 FEET TO A LINE 296.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE, 214.50 FEET TO THE SOUTH LINE OF LAKE STREET AS OCCUPIED AND MONUMENTED, BEING A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID CENTERLINE OF LAKE STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 01 SECONDS EAST ALONG SAID SOUTH LINE, 287.76 FEET TO THE WEST LINE OF WILLIAM STREET AS OCCUPIED AND MONUMENTED, AT A POINT 8.24 FEET (AS MEASURED ALONG THE EASTERLY EXTENSION OF THE AFORESAID SOUTH LINE OF LAKE STREET) WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AFORESAID; THENCE SOUTH 0 DEGREES 55 MINUTES 35 SECONDS WEST ALONG THE AFORESAID WEST

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LINE OF WILLIAM STREET, 436.01 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 15 12 220 038 0000

CKR: 7411 N LAKE &
7420 CENTRAL
RIVER FOREST, IL

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EXHIBIT B

Interest Rate Provisions

For purposes of this Exhibit B only, any defined terms which are not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement, and all section references shall be deemed references to sections in the Credit Agreement.

A. Interest Rates.

Section 1.06 Interest.

(a) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Base Rate Loan from the date the proceeds thereof are made available to the Borrower or from the date of any conversion to a Base Rate Loan pursuant to Section 1.02 or 1.07, as applicable, until the earlier of (i) the maturity (whether by acceleration or otherwise) of such Base Rate Loan and (ii) the conversion of such Base Rate Loan to a Eurodollar Loan pursuant to Section 1.02, at a rate per annum which shall be equal to the sum of the Applicable Margin in effect from time to time for the Tranche under which such Loans were incurred, plus the Base Rate in effect from time to time for such Tranche.

(b) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Eurodollar Loan from the date the proceeds thereof are made available to the Borrower or from the date of any conversion to a Eurodollar Loan pursuant to Section 1.02 until the earlier of (i) the maturity (whether by acceleration or otherwise) of such Eurodollar Loan and (ii) the conversion of such Eurodollar Loan to a Base Rate Loan pursuant to Section 1.02 or 1.07, as applicable, at a rate per annum which shall, during each Interest Period applicable thereto, be equal to the sum of the Applicable Margin in effect from time to time during such Interest Period for the Tranche under which such Loans were incurred, plus the Eurodollar Rate for such Tranche for such Interest Period.

(c) Overdue principal and, to the extent permitted by law, overdue interest in respect of each Loan shall, in each case, bear interest at a rate per annum equal to the rate which is 2% in excess of the rate otherwise applicable to such Loans, and all other overdue amounts payable hereunder and under any other Credit Document shall bear interest at a rate per annum equal to the rate which is 2% in excess of the rate applicable to Revolving Loans maintained as Base Rate Loans from time to time. Interest which accrues under this Section 1.06(c) shall be payable on demand.

(d) Accrued (and theretofore unpaid) interest (other than overdue interest described in preceding clause (c) which shall be payable as provided in such preceding clause (c)) shall be payable (i) in respect of each Base Rate Loan, quarterly in arrears on each Quarterly Payment Date, (ii) in respect of each Eurodollar Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on each date occurring at three month intervals after the first day of such Interest Period and on any prepayment (on the amount prepaid), (iii) at maturity (whether by acceleration or otherwise) and, after such

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maturity, on demand and (iv) with respect to all Initial Term Loans (including Converted Initial Term Loans), on the Amendment No. 1 Effective Date.

B. Certain Definitions.

“Applicable Margin” shall mean (a) with respect to Initial Term Loans that are Eurodollar Loans, 3.50%, (b) with respect to Initial Term Loans that are Base Rate Loans, 2.50%, (c) with respect to any Tranche of Incremental Term Loans, the respective percentages per annum relating to the respective Type of such Tranche of Incremental Term Loans as set forth in the applicable Incremental Commitment Agreement (or, in the case of any Tranche of Incremental Term Loans extended pursuant to more than one Incremental Commitment Agreement, as may be provided in the first Incremental Commitment Agreement executed and delivered with respect to such Tranche) and (d) with respect to Revolving Loans, Swingline Loans and Revolving Loan Commitment Commissions the respective Level (i.e., Level 1 or Level 2, as the case may be) indicated to have been achieved on the applicable Test Date (as shown on the respective officer’s certificate delivered pursuant to Section 8.01(d) or the first proviso below):

Applicable Margins

<u>Level</u>	<u>Consolidated Leverage Ratio (calculated on a Pro Forma Basis in accordance with Section 11.02)</u>	<u>Revolving Loan Commitment Commissions</u>	<u>Applicable Margin for Revolving Loans that are Eurodollar Loans</u>	<u>Applicable Margin for Swingline Loans and Base Rate Revolving Loans</u>
1	Greater than or equal to 4.00:1.00	0.75%	3.50%	2.50%
2	Less than 4.00:1.00	0.50%	3.25%	2.25%

; provided, however, that if the Borrower fails to deliver the financial statements required to be delivered pursuant to Section 8.01(a) or (b) (accompanied by the officer’s certificate required to be delivered pursuant to Section 8.01(d) showing the applicable Consolidated Leverage Ratio (as calculated on a Pro Forma Basis in accordance with Section 11.02 for purposes of determining Applicable Margins) on the relevant Test Date) on or prior to the respective date required by such Sections, then, at the option of the Administrative Agent or the Required Lenders, Level 1 pricing shall apply from and including the respective date on which such financial statements were required to have been delivered until such time, if any, as the financial statements required as set forth above and the accompanying officer’s certificate have been delivered showing the pricing for the respective Margin Reduction Period is at a level which is less than Level 1 (it being understood that, in the case of any late delivery of the financial statements and officer’s certificate as so required, any reduction in the Applicable Margin shall apply only from and after the date of the delivery of the complying financial statements and officer’s certificate); provided further, that Level 1 pricing shall apply for Revolving Loan Commitment Commissions and Applicable Margins for Revolving Loans and Swingline Loans (x) for the period from the Initial Bor-

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rowing Date to but not including the date which is the first Start Date after the delivery of its financial statements in respect of the Borrower's fiscal quarter ending on June 30, 2010 and (y) at any time when any Default or Event of Default is in existence.

In the event that any financial statements under Section 8.01 or a related officer's certificate delivered pursuant to Section 8.01(d) is shown to be inaccurate at any time that this Agreement is in effect and any Loans or Revolving Loan Commitments are outstanding hereunder when such inaccuracy is discovered or within 91 days after the date on which all Loans have been repaid and all Revolving Loan Commitments have been terminated, and such inaccuracy, if corrected, would have led to a higher Applicable Margin for any period (an "Applicable Period") than the Applicable Margin applied for such Applicable Period, then (i) the Borrower shall promptly (and in no event later than five (5) Business Days thereafter) deliver to the Administrative Agent a correct compliance certificate for such Applicable Period, (ii) the Applicable Rate shall be determined by reference to the corrected officer's certificate delivered pursuant to Section 8.01(d) (but in no event shall the Lenders owe any amounts to the Borrower), and (iii) the Borrower shall pay to the Administrative Agent promptly upon demand (and in no event later than five (5) Business Days after demand) any additional Revolving Loan Commitment Commissions and interest owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with the terms hereof. Notwithstanding anything to the contrary in this Agreement, any additional Revolving Loan Commitment Commissions and interest hereunder shall not be due and payable until demand is made for such payment pursuant to clause (iii) above and accordingly, any nonpayment of such Revolving Loan Commitment Commissions and interest as result of any such inaccuracy shall not constitute a Default (whether retroactively or otherwise), and no such amounts shall be deemed overdue (and no amounts shall accrue interest at the rate provided in Section 1.06(c)), at any time prior to the date that is five (5) Business Days following such demand.

"Base Rate" shall mean for any day a fluctuating rate per annum equal to the higher of (a) the Federal Funds Rate plus 1/2 of 1% and (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate"; provided that in no event shall the Base Rate for the Initial Term Loans be less than 2.50% per annum and the minimum Base Rate, if any, for any other Tranche of Term Loans shall be as set forth in the applicable Incremental Term Loan Agreement. The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

"Base Rate Loan" shall mean (i) each Swingline Loan and (ii) each other Loan that bears interest at the Base Rate.

"Base Rate Revolving Loan" shall mean a Revolving Loan during any period that it is a Base Rate Loan.

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“Business Day” shall mean (i) for all purposes other than as covered by clause (ii) below, any day except Saturday, Sunday and any day which shall be in New York, New York a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close and (ii) with respect to all notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, any day which is a Business Day described in clause (i) above and which is also a day for trading by and between banks in the London interbank Eurodollar market.

“Eurodollar Loan” shall mean each Loan bearing interest by reference to the Eurodollar Rate.

“Eurodollar Rate” shall mean, for any Interest Period with respect to any Eurodollar Loan, the rate per annum equal to the British Bankers Association LIBOR Rate (“BBA LIBOR”), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for Dollar deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period. If such rate is not available at such time for any reason, then the “Eurodollar Rate” for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the first day of such Interest Period in same day funds in the approximate amount of the Eurodollar Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America’s London Branch to major banks in the London interbank eurodollar market at their request at approximately 11:00 a.m. (London time) two Business Days prior to the commencement of such Interest Period; provided that the Eurodollar Rate for the Initial Term Loans shall not be less than 1.50% per annum and the minimum Eurodollar Rate for any other Tranche of Term Loans shall be as set forth in the applicable Incremental Term Loan Agreement.

“Federal Funds Rate” shall mean, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

“Interest Period” shall mean, as to each Eurodollar Loan, the period commencing on the date such Eurodollar Loan is disbursed or converted to or continued as a Eurodollar Loan and ending on the date one, two, three or six months thereafter or, to the extent agreed by each Lender of such Eurocurrency Rate Loan, nine or twelve months or less than one month thereafter, as selected by the Borrower in its Notice of Borrowing; provided that:

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(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date of the Tranche of Loans under which such Loan was made.

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