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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/08/2017 10:25 AM Pg: 1 of 7

PIN:
15-17-101-014-0000

Recording requested by
and when recorded mail to:

Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Attn: Dorothy A. Galvin, Esq.

FIRST AMENDMENT TO SECURITY DOCUMENTS

THIS FIRST AMENDMENT TO SECURITY DOCUMENTS (this "Amendment"), dated as of June 6, 2017, is made by and between MS ARIA, LP, a Delaware limited partnership whose address is 14390 Clay Terrace Blvd., Suite 205, Carmel, Indiana 46032 (the "Mortgagor") and KEYBANK NATIONAL ASSOCIATION, a national banking association, having an address at 225 Franklin Street, Boston, Massachusetts 02110, in its capacity as agent (in such capacity "Mortgagee"), its successors and assigns for itself and any other lenders who become Lenders under the Credit Agreement (as such capitalized terms are hereinafter defined).

RECITALS

WHEREAS, Mortgagor has previously granted that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 30, 2015 and recorded November 11, 2015 in the Official Records of Cook County, Illinois as Document #1530922080 (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Original Mortgage"); and a certain Collateral Assignment of Leases and Rents dated as of October 30, 2015 and recorded November 11, 2015 in the Official Records of Cook County, Illinois as Document #1530922081 (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Original ALR"; the Original ALR and the Original Mortgage are hereinafter collectively referred to as the "Original Security Documents"); and

WHEREAS, the Original Security Documents relate to, among other things, the land more particularly described on Exhibit A, which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Original Security Documents were given as security for certain "Obligations" defined therein, given by Mortgagor pursuant to the terms of that certain Credit Agreement (the "Credit Agreement") dated as of October 30, 2015, as amended otherwise modified by the First Amendment and Joinder to Credit Agreement, dated as of

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December 18, 2015, the Second Amendment to Credit Agreement, dated as of March 9, 2016 and the Third Amendment to Credit Agreement, dated as of March 31, 2016, as amended by a Fourth Amendment and Joinder to Credit Agreement, dated as of March 9, 2017, by and among the Mortgagor, Mainstreet Health Investments Inc., a British Columbia corporation, MHI International Holdings Inc., a British Columbia corporation, Mainstreet Health US Holdings, Inc., a Delaware corporation, Mainstreet Health LP, a Delaware limited partnership, as "Parent Borrower" and various other Subsidiaries and Affiliates thereof as "Subsidiary Borrowers" (together with Parent Borrower, individually and collectively, "**Borrower**"), KeyBank, National Association and the other lending institutions which become parties to the Credit Agreement (KeyBank, National Association and the other lending institutions which become parties to the Credit Agreement are collectively referred to as the "Lenders" and individually as the and Mortgagee; and

WHEREAS, the credit facility made pursuant to the Credit Agreement is evidenced and secured by various documents and instruments executed in connection with the Credit Agreement, including without limitation the Original Security Documents (collectively, the "**Original Loan Documents**"); and

WHEREAS, the Original Loan Documents have been modified, amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Amended and Restated Credit Agreement**"), by and among the Borrower, Agent and the Lenders, pursuant to which the Agent and Lenders have agreed to restructure the credit facility described therein; and

WHEREAS, Mortgagor is required by the Amended and Restated Credit Agreement to execute and deliver this Amendment to, among other things, amend and modify the Original Security Documents, which Mortgagor is willing to do in consideration of the agreement of the Agent and Lenders to restructure the credit facility pursuant to the terms of the Amended and Restated Credit Agreement;

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

1. The Original Mortgage is hereby modified and amended as follows:
 - (a) Each and every reference to "SIX HUNDRED MILLION DOLLARS (\$600,000,000.00)"; "Six Hundred Million And 00/100 Dollars (\$600,000,000.00)"; and "\$600,000,000.00" in the Original Mortgage shall be deleted and substituted with "One Billion and 00/100 Dollars in lieu thereof.
 - (b) The definition of "Obligations" set forth in the Original Mortgage hereby modified by deleting "THREE HUNDRED MILLION DOLLARS

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(\$300,000,000.00)" and inserting "FIVE HUNDRED MILLION DOLLARS (\$500,000,000.00)" in lieu thereof.

2. The Original ALR is hereby modified and amended as follows:

(a) The definition of "Obligations" set forth in the ALR is hereby modified by deleting "THREE HUNDRED MILLION DOLLARS (\$300,000,000.00)" and inserting "FIVE HUNDRED MILLION DOLLARS (\$500,000,000.00)" in lieu thereof.

3. The Security Documents are hereby modified and amended as follows:

(a) All references to the "Credit Agreement" shall mean the Amended and Restated Credit Agreement. All capitalized terms used in the Original Documents and not otherwise defined therein shall have the meanings set forth in the Amended and Restated Credit Agreement.

(b) All references to the "Mortgage" shall mean the Original Mortgage as amended by this Amendment and as further amended, modified, supplemented, extended, renewed or replaced from time to time.

(c) All references to the "Assignment of Leases and Rents" shall mean the Original ALR as amended by this Amendment and as further amended, modified, supplemented, extended, renewed or replaced from time to time.

(d) All references to the "Loan Documents" shall mean the Original Loan Documents as amended by this Amendment and as further amended, modified, supplemented, extended, renewed or replaced from time to time.

4. Except as expressly modified hereby, the Original Security Documents shall remain in full force and effect in accordance with their terms. Mortgagor and Mortgagee expressly agree that their intent is to modify the Original Security Documents and that this Amendment does not constitute and shall not be construed as a novation, satisfaction or release of the Notes, the Original Mortgage, the Original ALR, any other Loan Document (as defined in the Amended and Restated Credit Agreement).

5. This Amendment shall be governed by the laws of the State of New York (without giving effect to New York choice of law principles), except with respect to the granting, creation, perfection, priority and enforcement of the liens and security interests against, in or upon the Property in the State of Illinois, which granting, creating and enforcement shall be governed by the laws of the State of Illinois (without giving effect Illinois choice of law principles).

6. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

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[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed these presents under seal, all as of the day and year first above written.

MORTGAGOR:

MS ARIA, LP,
a Delaware limited partnership

By: *Scott D. Higgs*
Name: Scott D. Higgs
Title: Chief Financial Officer

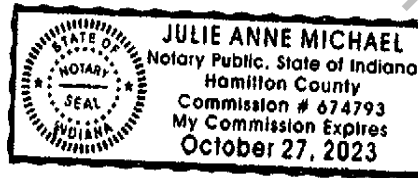
STATE OF INDIANA)
) ss.
COUNTY OF HAMILTON)

I, *Julie Anne Michael* notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott D. Higgs, the Chief Financial Officer of MS ARIA, LP, a Delaware limited partnership, 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 he signed and delivered the said instrument in his capacity as Chief Financial Officer of MS ARIA, LP, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6 day of June, 2017.

Julie Anne Michael
Notary Public

My commission expires: October 27, 2023



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MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION, a national banking association

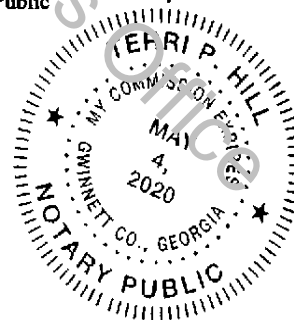
By: *Robert Avil*
Name: Robert Avil
Title: Senior Vice President

STATE OF GEORGIA)
) ss.
 Gwinnett)
COUNTY OF GWINNETTE)

I, Terri P. Hill, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Avil, the Senior Vice President of KeyBank National Association, a national banking association, 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 he signed and delivered the said instrument in his capacity as Senior Vice President of said national banking association, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of June, 2017.

Terri P. Hill
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

That part of the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of the northwest $\frac{1}{4}$; Thence North 00 degrees 04 minutes 43 seconds East, 1324.21 feet; Thence North 89 degrees 35 minutes 43 seconds East, 954.00 feet to a found $\frac{1}{2}$ " iron rod on the northeasterly right of way line of the Dwight D. Eisenhower Expressway (a 370 foot right of way), said iron rod being the POINT OF BEGINNING of the herein described tract; Thence North 89 degrees 35 minutes 43 seconds East 691.10 feet; Thence South 00 degrees 24 minutes 17 seconds East at right angles to the preceding course, a distance of 165.00 feet; Thence South 89 degrees 35 minutes 43 seconds West at right angles to the preceding course, a distance of 65.00 feet; Thence South 00 degrees 24 minutes 17 seconds East 153.17 feet to a point on the northeasterly line of the Dwight D. Eisenhower Expressway, said point also being on a curve concave southwesterly; The arc along the northeasterly line of said expressway being a curve to the left having a radius of 4029.83 feet and subtending a chord of length 702.31 feet and bearing North 63 degrees 27 minutes 57 seconds West for an arc distance of 703.20 feet to the POINT OF BEGINNING.

PIN: 15-17-101-014-0000

Address: 4600 West Frontage Road, Hillside, Illinois 60162

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