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AFTER RECORDING, RETURN TO:

Richard H. Levy, Esq.
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601



Doc#: 0511818030
Eugene "Gene" Moore Fee: \$70.50
Cook County Recorder of Deeds
Date: 04/28/2005 11:37 AM Pg: 1 of 24

**FIRST AMENDMENT TO LOAN AGREEMENT, MORTGAGE NOTE,
MORTGAGE ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT,
AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

THIS FIRST AMENDMENT TO LOAN AGREEMENT, MORTGAGE NOTE, MORTGAGE ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS (the "First Amendment") is made and entered into this 24th day of February, 2005, by and between **CHICAGO TITLE LAND TRUST COMPANY**, not personally, but solely as Trustee under Trust Agreement dated May 1, 2002, and known as Trust Number 1110819 ("Trustee") and **4720 NORTH RACINE, LLC, 4550 NORTH WINCHESTER LLC and DWS OWNERSHIP, L.L.C.**, all Illinois limited liability companies (collectively, "Beneficiary" or "Beneficiaries"; Trustee and Beneficiaries are hereinafter collectively referred to as "Borrower") and **THE PRIVATE BANK AND TRUST COMPANY**, its successors and/or assigns ("Lender").

RECITALS:

- A. Borrower and Lender entered into the following (collectively, the "Loan Documents"):
- i. Loan Agreement made as of October 3, 2003 ("Loan Agreement").
 - ii. Mortgage Note in the original principal amount of \$9,500,000.00 dated as October 3, 2003 ("Mortgage Note").
 - iii. Mortgage, Assignment of Leases and Rents and Security Agreement dated as of October 3, 2003 and recorded October 28, 2003 by the Recorder of Deeds of Cook County, Illinois as Document Number 0330101011 ("Mortgage").
 - iv. Collateral Assignment of Leases and Rents dated October 3, 2003, Recorded October 28, 2003 by the Recorder of Deeds of Cook County, Illinois as Document Number 0330101012 ("Assignment of Leases and Rents").

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v. The Borrower and Lender wish to amend the Loan Documents as provided hereinbelow.

NOW, THEREFORE, in consideration of the mutual Recitations above and the covenants contained hereinbelow, it is agreed as follows:

1. The Mortgage Note is amended by deleting from Paragraph 1.3 thereof the phrase "March 2, 2005" and substituting therefore the phrase "July 1, 2006".
2. The Mortgage is amended by deleting from the second grammatical paragraph thereof the phrase "March 2, 2005" and substituting therefore the phrase "July 1, 2006" as to all amounts advanced under the Note and as to all sums advanced pursuant to the LC Note (as defined below)".
3. The third grammatical paragraph of the Mortgage is amended by adding the following sentence thereto:

"Lender has or will issue a letter of credit in the amount of \$950,000.00 in favor of HCR Illinois Properties, L.L.C., a Delaware limited liability company ("Letter of Credit"). The obligation for repayment of sums disbursed by Lender pursuant to the Letter of Credit is evidenced by that certain Letter of Credit Note from Borrower to Lender dated February 24, 2005 in the original principal amount of \$950,000.00 ("LC Note"). This Mortgage also secures repayment of any sums payable to Lender pursuant to the LC Note."
4. The Assignment of Leases and Rents is amended by adding the following to Paragraph 1.1 thereof:

"Lender has or will issue a letter of credit in the amount of \$950,000.00 in favor of HCRI Illinois Properties, L.L.C., a Delaware limited liability company."
5. Exhibit "E" of the Loan Agreement is amended as follows:

12: Capital Improvement Neurosource Loan – shall be reduced to \$550,000.00.
 A new line item 14 – Letter of Credit - \$950,000.00 shall be added.
6. Lender shall issue a standby irrevocable letter of credit in favor of HCRI Illinois Properties, L.L.C., an Delaware limited liability company ("HCRI") in form attached hereto as Exhibit "B" or otherwise in form and substance reasonably acceptable to Lender not to exceed \$950,000.00 in the aggregate (the "Letter of Credit"). The Letter of Credit shall be issued and governed by the following terms:

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- a. Provided that no Event of Default then exists under this Agreement, the Note or under any of the other Loan Documents, then upon written request from Borrower, Bank agrees subject to the following additional conditions to issue the Letter of Credit. The disbursement by Lender of any amount in respect of the Letter of Credit shall constitute a disbursement of the Loan and shall reduce the aggregate amount of the Loan. Any amounts actually disbursed by the Bank on behalf of HCRI to Lawyer's Title Insurance Corporation by drawing under the Letter of Credit at any time and from time to time, together with interest thereon at the loan rate then in effect under the LC Note shall be due and payable by Borrower to Bank upon the maturity of the LC Note.
- b. Lender shall not be required to issue the Letter of Credit until such time as an escrow agreement with Lawyer's Title Insurance Corporation governing draws under the Letter of Credit and substantially in form acceptable to Lender has been executed by all parties thereto.
- c. In order to evidence its obligations with respect to the Letter of Credit, concurrently with execution of this First Amendment, Borrower shall execute and deliver to Lender a promissory note in an amount not to exceed \$950,000.00 having the Maturity Date of July 1, 2006 ("LC Note"), which shall provide that any amounts actually disbursed by Lender to or on behalf of Borrower by drawing under the Letter of Credit shall be due and payable by Borrower to Lender on the Maturity Date. The LC Note shall bear interest at the loan rate as set forth therein.
- d. The LC Note shall be secured by the Loan Documents in the same manner as the Mortgage Note and Borrower specifically acknowledges that the LC Note shall be secured by, inter alia, the Mortgage and the other Loan Documents.
- e. Lender shall have received a fully executed copy of that certain Agreement to Modify and Partially Terminate Lease between HCRI, THSC, LLC, an Illinois limited liability company, Neurosource, Inc., a Delaware corporation, Peter Green, Thomas Hodson and Trustee.
7. Except as amended hereby, the Loan Documents remain in full force and effect.

[SIGNATURES APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the day and date first written above.

CHICAGO TITLE LAND TRUST COMPANY,
not personally but solely as Trustee under Trust Agreement
dated May 1, 2002 and known as Trust Number 1110819

By: [Signature]
Name: **LIDIA MARINCA**
Title: **ASST. VICE PRESIDENT**



4720 NORTH RACINE, LLC
an Illinois limited liability company

By: [Signature]
Name: David Lehman
Title: Manager

4550 NORTH WINCHESTER LLC
an Illinois limited liability company

By: [Signature]
Name: David Lehman
Title: Manager

DWS OWNERSHIP, L.L.C.
an Illinois limited liability company

By: [Signature]
Name: Alex Bernhardt
Title: Manager

THE PRIVATE BANK & TRUST COMPANY

By: [Signature]
Name: **JANE FRID**
Title: **ASSOC. MANAGING DIRECTOR**

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LIDIA MARINCA, personally known to me to be the AV, President of **Chicago Title Land Trust Company**, and _____, personally known to me to be the _____ Secretary of said Trust Company whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such President and such Secretary of said Trust Company they signed and delivered the said instrument of writing as such President and such Secretary of said Trust Company and caused the seal of said Trust Company to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of April, 2005.

[Signature]
Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Lehman, the Manager of **4720 North Racine LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15 day of April, 2005.

[Signature]
Notary Public

My Commission Expires: 9-12-05



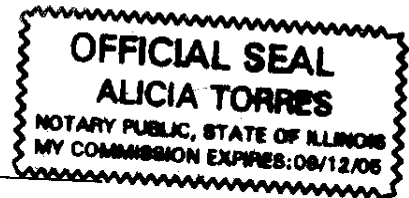
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that David Lehman, the Manager of **4550 North Winchester LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15 day of April, 2005.

Alicia Torres
Notary Public



My Commission Expires: 9-12-05

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Alex Bernhardt, the Manager of **DWS Ownership, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15 day of April, 2005.

Alicia Torres
Notary Public



My Commission Expires: 9-12-05

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

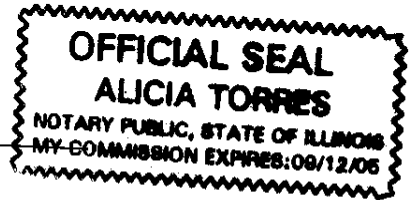
I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Jane Fridl, the AMO of **The Private Bank & Trust Company**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument pursuant to the authority given by the operating agreement of the company, as his/her own free and voluntary acts and as the free and voluntary act of said company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15 day of April, 2005.

Alicia Torres

 Notary Public

My Commission Expires: 9-12-05

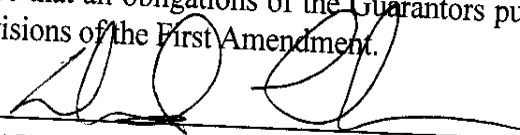


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CONSENT AND ACKNOWLEDGMENT TO FIRST AMENDMENT

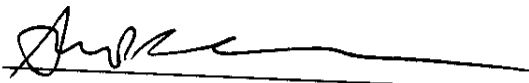
The undersigned being all of the Guarantors pursuant to that certain Guaranty of Payment in favor of Private Bank & Trust Company dated as of October 3, 2003 hereby consent to the First Amendment and all provisions thereof and agree that all obligations of the Guarantors pursuant to the terms of the Guaranty shall apply to the provisions of the First Amendment.



DAVID LEHMAN, individually



MARCIA LEHMAN, individually



ALEX BERNHARDT, individually

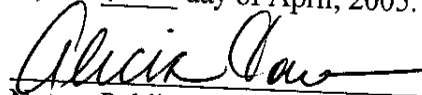
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **DAVID LEHMAN**, 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 as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15 day of April, 2005.

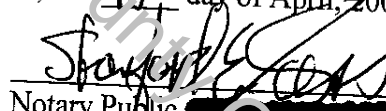

Notary Public

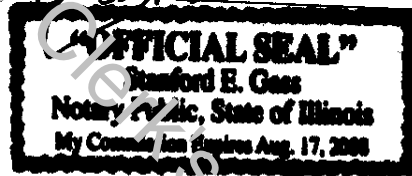


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **MARCIA LEHMAN**, 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 as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of April, 2005.

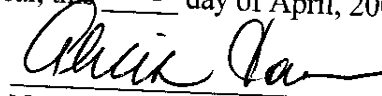

Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that **ALEX BERNHARDT**, 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 as his free and voluntary act, for the uses and purposes therein set forth.

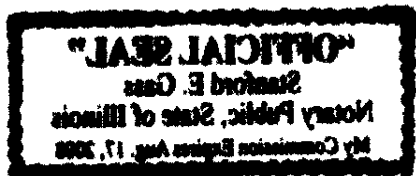
GIVEN under my hand and official seal, this 15 day of April, 2005.


Notary Public



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PARCEL 1:

LOTS 1, 2, AND 3 OF SAMUEL BROWN JR.'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 14 IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN FELIX J. CANDA'S RESUBDIVISION OF LOT 15 IN BLOCK 14, IN RAVENSWOOD, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 16 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 14 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 10, BOTH INCLUSIVE, AND LOTS 13 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART SUBMITTED TO THE CONDOMINIUM ACT PURSUANT TO DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 2002 AS DOCUMENT 0021432128.

PARCEL 5:

UNITS B AND C IN 4501 NORTH DAMEN GARAGE CONDOMINIUM, AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0021432128, AS TO THE FOLLOWING DESCRIBED LAND:
 THAT PART OF LOTS 13 TO 18 IN BLOCK 15 TOGETHER WITH PART OF THE NORTH/SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 17 AND 18 IN BLOCK 15 ALL IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 AFORESAID; THENCE NORTH 90° 00' 00" EAST ALONG THE SOUTH LINE THEREOF 128.07 FEET; THENCE NORTH 00° 07' 27" WEST 240.24 FEET; THENCE NORTH 90° 00' 00" EAST 19.72 FEET; THENCE NORTH 00° 30' 20" WEST 37.88 FEET; THENCE SOUTH 89° 57' 31" WEST 147.55 FEET TO THE WEST LINE OF LOT 18 AFORESAID; THENCE SOUTH 00° 07' 32" EAST ALONG THE WEST LINE OF LOTS 13 TO 18 AFORESAID 278.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

ALL THAT PART OF NORTH WINCHESTER AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 17 TO 24, BOTH INCLUSIVE, IN BLOCK 14, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 15, AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 17 IN BLOCK 14 TO THE SOUTHEAST CORNER OF SAID LOT 8 IN BLOCK 15 ALL IN RAVENSWOOD AFORESAID, SAID PART OF PUBLIC STREET BEING FURTHER DESCRIBED AS ALL THAT PART OF NORTH WINCHESTER AVENUE LYING BETWEEN WEST WILSON AVENUE AND A LINE DRAWN 392 FEET, MORE OR LESS, SOUTH OF AND PARALLEL THERETO, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 1 TO 10 AND LYING EAST OF AND ADJOINING LOTS 15 TO 24, IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF

LOT 15 AFORESAID, ALSO THAT PART OF THE WEST HALF OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075 LYING EAST OF AND ADJOINING LOTS 13 AND 14 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 11 AND 12 IN BLOCK 15 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY PER DOCUMENT 24015075, LYING WEST OF AND ADJOINING LOTS 11 AND 12 IN BLOCK 15 IN RAVENSWOOD AFORESAID AND LYING SOUTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 10 TO THE SOUTHEAST CORNER OF LOT 15 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE PARCELS 1 THROUGH 9, BOTH INCLUSIVE, THE FOLLOWING LEGAL DESCRIPTION:

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SUB-AREA D: LOTS 1, 2 AND 3 OF SAMUEL BROWN JR.'S SUBDIVISION OF LOTS 13 AND 14 IN BLOCK 14 IN RAVENSWOOD BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 AND 2 IN FELIX CANDA'S RESUBDIVISION OF LOT 15 IN BLOCK 14 IN RAVENSWOOD AFORESAID, TOGETHER WITH PART OF LOTS 16, 17, 18, 19 AND 20 AND PART OF VACATED NORTH WINCHESTER AVENUE ADJOINING LOTS 17 AND 18 IN BLOCK 14 IN RAVENSWOOD AFORESAID TAKEN AS A TRACT DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH $00^{\circ}07'32''$ WEST ALONG THE EAST LINE OF SAID TRACT 351.45 FEET TO EASTERLY EXTENSION OF THE NORTH FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH $89^{\circ}58'54''$ WEST ALONG SAID EXTENSION AND THE NORTH FACE OF SAID BUILDING 104.35 FEET TO THE WEST FACE OF SAID ONE STORY BRICK; THENCE SOUTH $00^{\circ}07'01''$ EAST 107.40 FEET; THENCE SOUTH $89^{\circ}46'32''$ WEST 48.08 FEET; THENCE NORTH $00^{\circ}01'39''$ EAST 25.42 FEET; THENCE SOUTH $89^{\circ}44'43''$ WEST 54.88 FEET; THENCE SOUTH $00^{\circ}00'17''$ WEST 76.94 FEET; THENCE SOUTH $89^{\circ}59'43''$ EAST 55.03 FEET TO THE EAST LINE OF NORTH WINCHESTER AVENUE; THENCE SOUTH $00^{\circ}07'32''$ EAST ALONG SAID EAST LINE 192.13 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAMUEL BROWN JR.'S SUBDIVISION AFORESAID; THENCE NORTH $90^{\circ}00'00''$ EAST ALONG THE SOUTH LINE OF LOTS 1, 2 AND 3 IN SAMUEL BROWN JR.'S SUBDIVISION AFORESAID 152.39 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART THEREOF LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 44.55 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND

PINS: 14-18-212-029-0000
 14-18-212-030-0000
 14-18-212-031-0000
 14-18-212-032-0000
 14-18-212-028-1002
 14-18-212-028-1003
 14-18-213-020-0000
 14-18-213-023-0000

UNOFFICIAL COPY**S. E. Gass Letter of Credit 4-14-05 (Supercedes draft 4-12-05)****SPECIMEN - DRAFT**

(Letterhead of Issuing Bank)

IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: April __, 2005

Expiry Date: April __, 2006

Applicants: 4550 North Winchester, LLC., 4720 North Racine, LLC., and DWS Ownership, L.L.C.

Beneficiary: HCRI Illinois Properties, LLC ("HCRI"), a Delaware limited liability company duly qualified to do business in the State of Illinois	Amount: \$ 950,000
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We hereby establish our non-transferable Irrevocable Standby Letter of Credit No. _____ in favor of you for an amount not exceeding Nine Hundred Fifty Thousand Dollars (U.S. Dollars \$950,000).

This Irrevocable Standby Letter of Credit is available by a draft executed by HCRI, drawn at sight on The Private Bank and Trust Company duly signed, endorsed, and marked: Drawn under The Private Bank and Trust Company Irrevocable Standby Letter of Credit No. _____ dated _____, 2005.

The First Draw must be accompanied by a statement in the form of Exhibit A, executed by a person purporting to be an officer of HCRI.

Each subsequent draw must be accompanied by a statement in the form of Exhibit B, C, D, E or F executed by a person purporting to be an officer of HCRI or of Exhibit G executed by either David Lehman or Alex Bernhardt and executed by a person purporting to be an officer of HCRI.

We can rely on the terms of a certificate to determine whether a certificate in the form of Exhibit A, B, C, D, E, F or G is required for the relevant draw.

Partial drawings are allowed.

Our disbursements of funds pursuant to this Letter of Credit shall be made by checks payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B", on behalf of Applicants as a deposit of OH Owner's Funds on behalf of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819, except the final draw pursuant to Exhibit F or G below.

After all partial draws have been made pursuant to Exhibit A, B, C, D and E, the balance, if any, in this Letter of Credit may be drawn either by HCRI by submitting a certificate in the form of Exhibit F, in which event the balance shall be paid to the order of HCRI, or by David Lehman or

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Alex Bernhardt and HCRI by submitting a certificate in the form of Exhibit G, in which event the balance shall be paid as directed by Exhibit G.

The original of this Irrevocable Standby Letter of Credit and subsequent amendments, if any, must accompany all draws. The original and any amendments will be returned to HCRI if the sight draft does not exhaust the maximum amount available under this Letter of Credit and this Letter of Credit has not expired or been terminated. We will issue our check within two business days after compliance with the requirements set forth in this Letter of Credit. Any draw on this Letter of Credit will decrease availability of funds.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented at The Private Bank and Trust Company. This Letter of Credit is not renewable and will expire on the Expiry Date stated above.

Except as otherwise expressly stated, this Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500.

Sincerely yours,

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EXHIBIT A TO LETTER OF CREDIT

First Draw

[Name of Bank]

Re: Certificate Required for Initial Draw Under the Letter of Credit Number _____ (the "Letter of Credit")

To induce you to honor the current draw, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI"). The proceeds of this current draw will be used exclusively to pay for construction costs of the Boiler, Cafeteria or Stairwell Projects in or around the Specialty Care Pavilion, located at 4501 North Winchester, Chicago, Illinois, or for unallocated construction costs associated therewith.

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for the First Draw and only HCRI's signature to this form is required.

This letter is the first partial drawing on the letter of credit. Please issue your cashier's check in the amount of \$__ payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B" on behalf of 4550 North Winchester, LLC, 4720 North Racine, LLC, and DWS Ownership, L.L.C., for the benefit of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819. Please deliver the check to Mr. John L. Toboja, Escrow Officer, Lawyers Title Insurance Corporation, 10 South LaSalle Street, Suite 2500, Chicago, Illinois 60603.

Please return the original letter of credit to the undersigned at the following address:

UNOFFICIAL COPY**EXHIBIT B TO LETTER OF CREDIT****Interim Draw**

[Name of Bank]

**Re: Certificate Required for Interim Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

To induce you to honor the current draw, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI"). The proceeds of this current draw will be used exclusively to pay for construction costs of the Boiler, Cafeteria or Stairwell Projects in or around the Specialty Care Pavilion, located at 4501 North Winchester, Chicago, Illinois, or for unallocated construction costs associated therewith.

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for this interim draw and only HCRI's signature to this form is required.

This letter is an interim partial drawing on the letter of credit. Please issue your cashier's check in the amount of \$__ payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B" on behalf of 4550 North Winchester, LLC, 4720 North Racine, LLC, and DWS Ownership, L.L.C., for the benefit of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819. Please deliver the check to Mr. John L. Toboja, Escrow Officer, Lawyers Title Insurance Corporation, 10 South LaSalle Street, Suite 2500, Chicago, Illinois 60603.

Please return the original letter of credit to the undersigned at the following address:

UNOFFICIAL COPY

EXHIBIT C TO LETTER OF CREDIT

Final Disbursement in Boiler Project

[Name of Bank]

**Re: Certificate Required for Interim Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

To induce you to honor the current draw which includes the FINAL PAYMENT OF CONSTRUCTION COST OF THE BOILER PROJECT, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI"). The proceeds of this current draw will be used exclusively to pay for construction costs of the Boiler, Cafeteria or Stairwell Projects in or around the Specialty Care Pavilion, located at 4501 North Winchester, Chicago, Illinois, or for unallocated construction costs associated therewith.

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for this interim draw and only HCRI's signature to this form is required.

This letter is an interim partial drawing on the letter of credit. Please issue your cashier's check in the amount of \$__ payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B" on behalf of 4550 North Winchester, LLC, 4720 North Racine, LLC, and DWS Ownership, L.L.C., for the benefit of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819. Please deliver the check to Mr. John L. Toboja, Escrow Officer, Lawyers Title Insurance Corporation, 10 South LaSalle Street, Suite 2500, Chicago, Illinois 60603.

Please return the original letter of credit to the undersigned at the following address:

UNOFFICIAL COPY**EXHIBIT D TO LETTER OF CREDIT****Final Disbursement on Cafeteria Project**

[Name of Bank]

**Re: Certificate Required for Interim Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

To induce you to honor the current draw which includes the FINAL PAYMENT OF CONSTRUCTION COST OF THE CAFETERIA PROJECT, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI"). The proceeds of this current draw will be used exclusively to pay for construction costs of the Boiler, Cafeteria or Stairwell Projects in or around the Specialty Care Pavilion, located at 4501 North Winchester, Chicago, Illinois, or for unallocated construction costs associated therewith.

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for this interim draw and only HCRI's signature to this form is required.

This letter is an interim partial drawing on the letter of credit. Please issue your cashier's check in the amount of \$__ payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B" on behalf of 4550 North Winchester, LLC, 4720 North Racine, LLC, and DWS Ownership, L.L.C., for the benefit of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819. Please deliver the check to Mr. John L. Toboja, Escrow Officer, Lawyers Title Insurance Corporation, 10 South LaSalle Street, Suite 2500, Chicago, Illinois 60603.

Please return the original letter of credit to the undersigned at the following address:

UNOFFICIAL COPY

EXHIBIT E TO LETTER OF CREDIT

Final Disbursement on Stairwell Project

[Name of Bank]

**Re: Certificate Required for Interim Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

To induce you to honor the current draw which includes the FINAL PAYMENT OF CONSTRUCTION COST OF THE EMERGENCY STAIRWELL PROJECT, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI"). The proceeds of this current draw will be used exclusively to pay for construction costs of the Boiler, Cafeteria or Stairwell Projects in or around the Specialty Care Pavilion, located at 4501 North Winchester, Chicago, Illinois, or for unallocated construction costs associated therewith.

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for this interim draw and only HCRI's signature to this form is required.

This letter is an interim partial drawing on the letter of credit. Please issue your cashier's check in the amount of \$__ payable to "Lawyers Title Insurance Corporation, as construction escrowee under construction escrow numbered 02-17706B" on behalf of 4556 North Winchester, LLC, 4720 North Racine, LLC, and DWS Ownership, L.L.C., for the benefit of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819. Please deliver the check to Mr. John L. Toboja, Escrow Officer, Lawyers Title Insurance Corporation, 10 South LaSalle Street, Suite 2500, Chicago, Illinois 60603.

Please return the original letter of credit to the undersigned at the following address:

UNOFFICIAL COPY

EXHIBIT F TO LETTER OF CREDIT

Final Draw on Letter of Credit

[Construction Costs Paid In Full Or Insured Over By Title Insurer]

[Name of Bank]

**Re: Certificate Required for FINAL Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

To induce you to honor this FINAL DRAW, the undersigned hereby certifies as follows:

A. I am an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI").

B. Prior to signing this letter, David Lehman, Alex Bernhardt or THSC delivered to HCRI a document entitled "Receipt of Lessor" acknowledging receipt of various documents, which purports to have been signed by either David Lehman or Alex Bernhardt, and a copy of this Receipt of Lessor is attached. **[Receipt of copies by facsimile are sufficient for this certification]**

C. This certification is the appropriate form of statement for this final draw and only HCRI's signature to this form is required.

This letter is the FINAL draw on the letter of credit. Please issue your cashier's check in the amount of balance of the \$950,000 payable to _____. Please deliver the check to _____.

Please retain the original letter of credit for your records..

UNOFFICIAL COPY

EXHIBIT G TO LETTER OF CREDIT

Final Draw on Letter of Credit

[Disbursement To An Escrow Account]

[Name of Bank]

**Re: Certificate Required for FINAL Draw Under the Letter of Credit Number _____
(the "Letter of Credit")**

- A. To induce you to honor this final draw, the undersigned hereby certifies that he/she is an officer of HCRI Illinois Properties, LLC, a Delaware limited liability company ("HCRI").
- B. To induce you to honor this final draw, David Lehman (if an undersigned) is the sole manager of 4550 North Winchester, LLC., and 4720 North Racine, LLC. or Alex Bernhardt (if an undersigned) is the sole manager of DWS Ownership, L.L.C.

To induce you to honor this final draw, the undersigned hereby further certifies as follows:

- C. (1) An escrow account ("Escrow Account") mutually acceptable to Applicants, on behalf of Chicago Title Land Trust Company, as trustee under a trust agreement dated May 1, 2002, and known as trust number 1110819 ("Lessor") and HCRI has been created; (2) the final draw on the Letter of Credit will be deposited into the Escrow Account; and, (3) these final draw funds will be held and disbursed in accordance with the provisions of an Agreement To Modify And Partially Termination Lease, dated April 15, 2005, to which Lessor, HCRI and other persons are parties. The Escrow Account may be Construction Escrow 02-17706B administered by Lawyers Title Insurance Corporation, as construction escrowee, a Title Indemnity Agreement with Lawyers Title Insurance Corporation ("Title Insurer"), an entirely new escrow account or some combination thereof. These remaining funds under the letter of credit represent the balance of the Lessor's Termination Fee.
- D. This certification is the appropriate form of statement for this final draw and only David Lehman's or Alex Bernhardt's signature, together with HCRI's signature to this form are required.

This letter is the final draw on the letter of credit. Please issue your cashier's check in the amount of the undrawn balance of the \$950,000 payable to _____. Please deliver the check to _____.

Please retain the original letter of credit for your records.