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RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

Patzik, Frank & Samotny Ltd.
150 South Wacker Drive
Suite 1500
Chicago, Illinois 60606
Attn: James M. Teper, Esq.



Doc#: 1220544113 Fee: \$70.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/23/2012 04:23 PM Pg: 1 of 17

SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS SECOND AMENDMENT TO CONSTRUCTION LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS ("Second Amendment") is made and entered into as of the 16th day of July, 2012 and effective as of 30th day of April, 2012, by and among BEDFORD MED, LLC, an Illinois limited liability company ("Borrower"), 900 NORTH EQUITY HOLDINGS, L.L.C., an Illinois limited liability company ("900 North"), WABICK FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership ("Wabick LP") LEDCOR CONSTRUCTION INC., a Washington corporation ("Ledcor") [900 North, Wabick LP and Ledcor are each hereinafter individually referred to as a "Guarantor" and collectively as the "Guarantors"] and NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association ("Lender").

RECITALS

A. Borrower is indebted to Lender as evidenced by that certain Promissory Note dated as of January 31, 2011 executed by Borrower in favor of the Lender ("Note"). As of April 30, 2012, the principal amount of the indebtedness due under the Note was Twelve Million Five Hundred Six Thousand Six Hundred Thirty-Six and 20/100 Dollars (\$12,506,636.20). The Note evidences a loan ("Loan") in the original principal amount of Fourteen Million Two Hundred Thousand and No/100 Dollars (\$14,200,000.00) from Lender to Borrower.

B. The indebtedness evidenced by the Note is secured by, among other documents, the following:

- (i) Construction Loan Agreement dated January 31, 2011, by and between Borrower and Lender ("Construction Loan Agreement").
- (ii) Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated January 31, 2011, executed by Borrower in favor of Lender and recorded on February 17, 2011, in the Recorder's

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Office of Cook County, Illinois, as Document No. 1104840115 (“Mortgage”);

- (iii) Assignment of Rents and Leases dated January 31, 2011, executed by Borrower in favor of Lender and recorded on February 17, 2011, in the Recorder’s Office of Cook County, Illinois, as Document No. 1104840116 (“Assignment of Rents”);
- (iv) UCC Financing Statements from Borrower, as debtor, in favor of Lender, as secured party (“Financing Statements”);
- (v) Environmental Indemnity Agreement dated January 31, 2011, executed by Borrower, 900 North and Wabick LP in favor of Lender (“Environmental Indemnity”);
- (vi) Guaranty of Payment dated January 31, 2011, executed by 900 North in favor of Lender (“900 North Guaranty”);
- (vii) Guaranty of Payment dated January 31, 2011, executed by Wabick LP in favor of Lender (“Wabick LP Guaranty”);
- (viii) Guaranty of Completion dated January 31, 2011, executed by Ledcor in favor of Lender (“Ledcor Guaranty”) [the 900 North Guaranty, the Wabick LP Guaranty and the Ledcor Guaranty are hereinafter collectively referred to as the “Guaranty”];
- (ix) Pledge Agreement dated January 31, 2011, executed by 900 North in favor of Lender (“Pledge Agreement”); and
- (x) First Amendment to Construction Loan Agreement, Note, Mortgage and Other Loan Documents dated January 24, 2012, executed by and among Borrower, 900 North, Wabick LP, Ledcor and Lender and recorded on March 8, 2012, in the Recorder’s Office of Cook County, Illinois, as Document No. 1206816043 (“First Amendment”).

The Construction Loan Agreement, Note, Mortgage, Assignment of Rents, Financing Statements, Environmental Indemnity, Guaranty, Pledge Agreement and First Amendment, together with all other documents evidencing or securing the Loan including this Second Amendment, are sometimes hereinafter collectively referred to as the “Loan Documents.”

C. The Mortgage, as amended hereby, constitutes a valid first lien on the real property described on Exhibit A attached hereto and made a part hereof (“Property”).

D. Borrower and Guarantors have requested that Lender agree to extend the Maturity Date of the Loan from April 30, 2012 to August 31, 2012.

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E. Lender is willing to extend the Maturity Date of the Loan from April 30, 2012 to August 31, 2012 on the terms and conditions described in this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender, and Guarantors hereby mutually agree as follows:

1. Incorporation by Reference. The foregoing recitals are hereby incorporated herein by reference as if set forth in full in the body of this Second Amendment.
2. Defined Terms. Any and all capitalized terms used in this Second Amendment, unless otherwise defined herein, shall have the definitions subscribed thereto in the Mortgage.
3. Modification of Promissory Note. The Note is hereby modified to extend the "Maturity Date" from April 30, 2012 to August 31, 2012.
4. Modification of Construction Loan Agreement and Other Loan Documents. The Construction Loan Agreement and the other Loan Documents are hereby modified to extend the "Maturity Date" from April 30, 2012 to August 31, 2012.
5. Modification of Mortgage. The Mortgage is hereby modified as follows:
 - (a) The "Maturity Date" is hereby extended from April 30, 2012 to August 31, 2012; and
 - (b) The date of "March 31, 2012" is hereby deleted from the first lines of Sections 37(a) and 37(e) of the Mortgage and is hereby replaced with the date of "September 30, 2012".
6. Interest Reserve. Lender and Borrower acknowledge and agree that the \$427,500.00 Loan Reserve provided for in Section 3 of the Note has already been disbursed by the Lender. On or before the execution of this Second Amendment by Lender, Borrower shall deposit with Lender the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) as an "Interest Reserve" for the payment of interest from and after the date hereof until the maturity date on August 31, 2012. Provided that there is no Event of Default, the foregoing Interest Reserve shall be used by Lender to pay interest from and after the date hereof through and including August 31, 2012. Upon the occurrence of an Event of Default, the Lender may use and apply any of the foregoing Interest Reserve to cure such Event of Default, as a prepayment of the outstanding principal balance of the Note, or for the funding of accrued and unpaid interest on the Note.
7. Reaffirmation of Note and Guaranty. Borrower and the Guarantors hereby acknowledge and reaffirm their obligations under the Loan Documents and the indebtedness evidenced thereby, and acknowledge and agree that such indebtedness is owing to the Lender and is enforceable against the Borrower and Guarantors in accordance with the terms of the Loan

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Documents as modified, amended and extended by this Second Amendment, subject to no defenses, counterclaims, deductions or set-offs whatsoever. Without limiting the foregoing, the Guarantors specifically acknowledge and agree that they are jointly and severally liable under the Guaranty, as modified by this Second Amendment. Nothing contained in this Second Amendment, or the transactions contemplated hereby, shall be deemed or construed to be a consent to or a waiver of any breach or default in the performance by Borrower or Guarantors of their respective obligations to Lender, whether evidenced by the Note, the other Loan Documents, or otherwise, nor shall Lender be impaired or limited in its ability to fully and completely enforce any and all the rights and remedies presently available to Lender under the Loan Documents for a breach of Borrower's obligations as required by the Note or the other Loan Documents as may exist at the time of the making of this Second Amendment.

8. Reaffirmation of Representations and Warranties. Borrower and the Guarantors hereby acknowledge and reaffirm that all the representations and warranties of Borrower and the Guarantors as stated in the Loan Documents are true and correct as of the date hereof as to Borrower and the Guarantors, respectively.

9. Intent of Parties. The parties expressly agree that the liens evidenced by the Loan Documents shall be in no way be deemed to have been subordinated, released, modified, terminated, or otherwise affected by this Second Amendment, it being understood by the parties hereto that the liens of said documents shall continue in full force and effect, and are to have the same validity, priority and effect that they had immediately prior to the execution of this Second Amendment and the documents and instruments executed and delivered pursuant to this Second Amendment, and shall survive and not be merged into the execution and delivery of this Second Amendment or any of the documents and instruments to be executed pursuant to this Second Amendment, without interruption; provided, however, that the respective liens shall be documented by, and all rights and privileges and obligations of the parties hereto, and the respective successors and assigns, shall be governed by the (i) Mortgage, as modified by this Second Amendment; (ii) Loan Documents, as modified by this Second Amendment; and (iii) all other documents and agreements executed in connection with the transactions described in this Second Amendment.

10. No Third Party Beneficiaries. This Second Amendment is made and entered into for the sole protection and benefit of the Lender, Borrower and Guarantors, and no other person, entity or entities shall have the right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

11. Recording. Promptly following the execution of this Second Amendment by Lender, Borrower shall cause this Second Amendment to be recorded with the Recorder's Office of Cook County, Illinois and provide documentation of such recording to Lender.

12. Expenses. Borrower shall be responsible for any and all reasonable costs, expenses, fees, charges, taxes, of whatever kind and nature, incurred by Lender in connection with the modification of the Loan Documents provided for in this Second Amendment including, without limitation, reasonable attorneys' fees and costs and recording fees.

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13. Release of Claims. Borrower and Guarantors acknowledge and agree that Lender has fulfilled any and all of Lender's obligations under the Loan Documents as of the date of execution of this Second Amendment by Lender. Borrower and Guarantors hereby release and hold Lender harmless from and against any and all claims, actions, law suits, damages, costs and expenses whatsoever which Borrower and/or Guarantors may have had or currently have against Lender in connection with or related to the Loan Documents or the Loan evidenced thereby.
14. Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Second Amendment, Lender shall be entitled to recover from Borrower the reasonable attorneys' fees, court costs, filing fees, publication costs and other expenses incurred by the Lender in connection therewith.
15. Conflicts. The provisions of this Second Amendment shall govern and control in the event of any conflict between this Second Amendment and the provisions of any of the Loan Documents.
16. Entire Agreement. Except as expressly set forth herein, this Second Amendment and the Loan Documents constitute the entire agreement of the parties hereto with respect to the matters addressed herein, and supersede all prior or contemporaneous contracts, representations, statements and warranties, whether oral or written, with respect to such matters.
17. Successors and Assigns; Assignability. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, legal representatives and assigns; provided, however, that Borrower may not assign its rights under the Loan Documents or this Second Amendment.
18. Effect of Second Amendment. Except as specifically amended or modified by the terms of this Second Amendment, all terms and provisions of each of the Loan Documents shall remain in full force and effect. Lender's agreement to modify the Loan and the Loan Documents as set forth herein shall not be interpreted or construed as obligating Lender to make any future modifications to the Loan.
19. Governing Law. This Second Amendment shall be governed by and be construed in accordance with the internal laws of the State of Illinois.
20. Captions. The title of this Second Amendment and the headings of the various paragraphs of this Second Amendment have been inserted only for the purposes of convenience and are not part of this Second Amendment and should not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Second Amendment.
21. Further Assurances. The parties hereto, and each of them, agree to execute from time to time, any and all documents reasonably requested by the others to carry out the intent of this Second Amendment.

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22. Effective Date of this Second Amendment. The parties hereto acknowledge and agree that the terms and provisions of this Second Amendment shall be effective as of the date stated above.

23. Counterparts. This Second Amendment may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same instrument.

*The remainder of this page is intentionally left blank;
Signatures appear on the following pages*

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day first above written.

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association

By: *Alan Weel*
Name: Alan Weel
Title: SVP

BORROWER:

BEDFORD MED, LLC, an Illinois limited liability company

By: *Guia B. Griffiths*
Name: Guia B. Griffiths
Title: Vice President

GUARANTORS:

900 NORTH EQUITY HOLDINGS, L.L.C., an Illinois limited liability company

By: *Mandana Farahati, MD*
Name: Mandana Farahati, MD
Title: Manager

WABICK FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Name: _____
Title: General Partner

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day first above written.

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association

By: _____
Name: _____
Title: _____

BORROWER:

BEDFORD MED, LLC, an Illinois limited liability company

By: Gvita B Griffiths
Name: GVITA B GRIFFITHS
Title: Vice President

GUARANTORS:

900 NORTH EQUITY HOLDINGS, L.L.C., an Illinois limited liability company

By: Mandan Farahati, MD
Name: Mandan Farahati, MD
Title: Manager

WABICK FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Name: _____
Title: General Partner

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day first above written.

LENDER:

NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association

By: _____
Name: _____
Title: _____

BORROWER:

BEDFORD MED, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

GUARANTORS:

900 NORTH EQUITY HOLDINGS, L.L.C., an Illinois limited liability company

By: _____
Name: _____
Title: _____

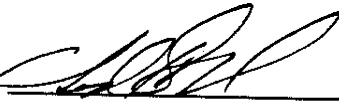
WABICK FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership

By: *Patricia Wabick*
Name: Patricia Wabick
Title: General Partner

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LEDCOR CONSTRUCTION INC., a Washington corporation

By: 
Name: Chad Bouch
Title: Vice President

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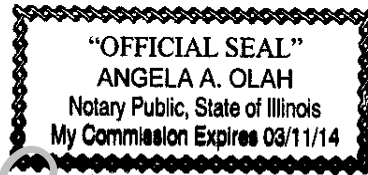
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Al Weel, a SVP of NORTH SHORE COMMUNITY BANK & TRUST COMPANY, an Illinois banking association, personally known to me to be the same person whose name is subscribed in the foregoing instrument, as such SVP, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said Illinois banking association, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16th day of July, 2012.

Angela Olah
Notary Public

My commission expires:
3/11/14



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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Gwita Griffiths vice president of BEDFORD MED, LLC, an Illinois limited liability company, an Illinois limited liability company, 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 vice president, he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of July, 2012.

Laura Galvin
Notary Public

My commission expires:

May 25, 2015



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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Mahdan Farahati, MD a manager of 900 NORTH EQUITY HOLDINGS, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such manager, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of July, 2012.

Laura Galvin
Notary Public

My commission expires:
May 25, 2015



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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Patricia Walcott, a General Partner of WABICK FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such General Partner, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 1st day of July, 2012.



Vicki Gomez
Notary Public

My commission expires:
12/14/15

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STATE OF IL)
) SS
COUNTY OF DuPage)

I, a notary public, in and for and residing in the County and the State aforesaid, do hereby certify that Chad Bouck, a Vice President, Chicago of LEDCOR CONSTRUCTION INC., a Washington corporation, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such Chad Bouck, appeared before me this day in person and being first duly sworn by me, acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of July, 2012.

KRMurphy
Notary Public

My commission expires:
10/26/13



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEAST OF THE CENTER OF STATE ROAD; WEST OF THE WEST LINE OF THE EAST 57.00 FEET OF THE AFORESAID NORTHEAST 1/4 OF SECTION 28 AND SOUTH OF A LINE DRAWN AT RIGHT ANGLES THROUGH A POINT ON THE WEST LINE OF SAID EAST 57.00 FEET, WHICH IS 300.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28. (EXCEPT THE WESTERLY 50.00 FEET OF THE TRACT DESCRIBED BEING A PART OF STATE ROAD; AND ALSO EXCEPTING THEREFROM THE EASTERLY 475.00 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY TRUSTEES DEED FROM LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 44261 TO PLYWOOD MINNESOTA MIDWESTERN, INC. DATED NOVEMBER 14, 1979 AND RECORDED DECEMBER 6, 1979 AS DOCUMENT 25273445 AND AS AMENDED BY DOCUMENT 88368844 AND RERECORDED AS DOCUMENT 88455718 FOR ALL LAWFUL PURPOSES OF INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED LAND, TO WIT: THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, SAID POINT OF BEGINNING BEING 475.00 FEET WEST (AS MEASURED ALONG SAID RIGHT ANGLE LINE) OF THE SAID WEST LINE OF THE EAST 57.00 FEET THEREOF; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST (AT RIGHT ANGLES TO LAST DESCRIBED RIGHT ANGLE LINE) A DISTANCE OF 24.00 FEET TO A POINT; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST (24.00 FEET SOUTH OF AND PARALLEL WITH THE FIRST DESCRIBED RIGHT ANGLE LINE), A DISTANCE OF 429.58 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT DATED DECEMBER 20, 1965; THENCE NORTH 66 DEGREES, 15 MINUTES, 47 SECONDS WEST ALONG SAID WESTERLY LINE OF EASEMENT A DISTANCE OF 59.62 FEET TO A POINT ON THE FIRST DESCRIBED RIGHT ANGLE LINE; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID RIGHT ANGLE LINE, A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; ALSO,

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THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD. PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE EAST 57.00 FEET OF SAID NORTHEAST 1/4 THROUGH A POINT 300.00 FEET NORTH (AS MEASURED ALONG THE SAID WEST LINE OF THE EAST 57.00 FEET) OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID RIGHT ANGLE LINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF AN EASEMENT AGREEMENT DATED DECEMBER 20, 1965; THENCE SOUTH 66 DEGREES, 15 MINUTES, 47 SECONDS EAST ALONG SAID WESTERLY LINE OF EASEMENT, A DISTANCE OF 71.00 FEET TO CURVED LINE, CONVEX NORTHERLY HAVING A RADIUS OF 49.42 FEET, A DISTANCE OF 38.89 FEET (THE CHORD OF SAID CURVE BEARING SOUTH 67 DEGREES, 27 MINUTES, 30 SECONDS EAST) TO A POINT ON THE WEST LINE OF THE EAST 57.00 FEET AFORESAID; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WEST LINE OF THE EAST 57.00 FEET, A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 7456 South State Road
Bedford Park, Illinois 60638

Permanent Index: 19-28-202-014-0000