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Cook County Recorder 37.50



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FIRST AMENDMENT
TO LOAN DOCUMENTS

(Enterprise, May 17, 2000 Note)

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

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c/o Jenner & Block
One IBM Plaza
Chicago, IL 60611

Document Number : 547716

FIRST AMENDMENT TO LOAN DOCUMENTS

THIS FIRST AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is made as of this 31st day of October, 2000 by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Lender"), ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company (the "Borrower") and PRIME GROUP REALTY, L.P., a Delaware limited partnership ("Prime").

RECITALS:

1. In connection with a loan from the Lender to Borrower, Borrower has previously executed and delivered to Lender a certain Promissory Note, in the principal face amount of \$8,090,000, dated May 17, 2000 (the "Note") and payable to the order of Lender.
2. To secure Borrower's obligations under the Note, Borrower has previously executed and delivered to Lender the following documents, each of even date with the Note:
 - (a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement, executed and delivered by the Borrower, and encumbering certain real property described therein, and as described on Exhibit A hereto (the "Mortgage");
 - (b) that certain Assignment of Leases and Rents, executed by the Borrower and Lender, and encumbering certain real property described therein, and as described in Exhibit A hereto (the "Assignment");
 - (c) that certain Environmental Indemnity Agreement, executed by the Borrower, Prime and Lender (the "Environmental Indemnity"); and
 - (d) the certain Collateral Pledge of Expense Reserve Account and Disbursement Agreement, executed by the Borrower and Lender (the "Collateral Pledge").
3. The Mortgage, Assignment, Environmental Indemnity and Collateral Pledge are collectively referred to herein as the "Loan Documents".
4. To further secure Borrower's obligations under the Note, the Lender and Prime have entered into a Guaranty of Payment dated of even date with the Note (the "Guaranty").
5. The Lender and the Borrower have modified the Note pursuant to that certain Note Modification Agreement dated of even date herewith (the "Note Modification Agreement").
6. The Lender and Prime have reaffirmed the Guaranty pursuant to that certain Reaffirmation of Guaranty of even date herewith.

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender, Borrower and Prime agree as follows:

A. Amendment of the Loan Documents

The Loan Documents are hereby amended as follows:

(1) Line 2, Section 1.2 of the Collateral Pledge, after the words "all instruments and certificates," insert the words "including the Letter of Credit (defined below in Section 6.3)".

(2) After subsection (d) in Section 5.1, insert the following subsection (e):

(e) In the event Pledgor has exercised its Letter of Credit option (described below in Section 6.3) and a Default has occurred hereunder, Secured Party shall have the right, without notice to Pledgor, to draw on the Letter of Credit in full, the proceeds of which shall thereafter be deemed to be Account Funds.

(3) Line 11, Section 6.1 of the Collateral Pledge, delete the word "Landlord" and replace it with the word "National". Line 12, Section 6.1 of the Collateral Pledge, delete the word "Tenant" and replace it with the word "National".

(4) After Section 6.2 of the Collateral Pledge, insert the following Section 6.3:

6.3 Notwithstanding anything in Section 6.1, Pledgor shall have the option to withdraw all of the funds in the Expense Reserve Account, provided the following conditions are satisfied: (a) Pledgor deposits into the Expense Reserve Account an irrevocable and unconditional Letter of Credit (in a form acceptable to Secured Party) from a financial institution (subject to Secured Party's approval) in the amount of the funds to be withdrawn from the Expense Reserve Account naming Secured Party as sole beneficiary (the "Letter of Credit"); (b) the Letter of Credit shall not expire prior to May 24, 2002; (c) no Default shall exist. The Secured Party shall return the Letter of Credit to Pledgor, provided the following conditions are satisfied: (a) 5 business days prior to the return of the Letter of Credit, Pledgor submits a written request to Secured party for the return of the Letter of Credit, final lien waivers (subject to Secured Party's reasonable approval) from each of the contractors working on the Improvements and an updated estoppel certificate from National, including without

limitation an acknowledgment of Pledgor's satisfactory completion of Pledgor's Aggregate Monies obligations to National; (b) Pledgor has fully satisfied its payment obligation to National with regards to the Aggregate Monies; (c) no Default exists; (d) if requested by Secured Party, Pledgor will obtain an endorsement to the lender's title policy relating to the Loan, which endorsement will provide Secured Party with affirmative coverage against mechanic's liens against the Property, if any; and (g) two years have not passed since the execution of the Agreement.

(5) Any and all references in the Loan Documents or any other document executed in connection with the Note shall be deemed to refer to the Note "as modified by the Note Modification Agreement and as may be further modified from time to time."

B. Priority. Nothing contained herein shall in any manner affect or impair the lien of the Mortgage and Assignment as to the indebtedness secured thereby or the priority thereof, prior to giving effect to this Amendment, nor affect any other security held by Lender to secure repayment or performance of the obligations referred to herein.

C. Full Force and Effect. All of the provisions, rights, powers, and remedies contained in the Loan Documents shall stand and shall remain unchanged and in full force and effect, except to the extent specifically amended hereby.

D. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company

By: Prime Group Realty, L.P., a Delaware limited partnership, its administrative member

By: Prime Group Realty Trust, a Maryland real estate investment trust, its managing general partner

By: [Signature]
Name: Paul Vecchio
Its: Vice President

PRIME GROUP REALTY, L.P., a Delaware limited partnership

By: PRIME GROUP REALTY TRUST, a Maryland real estate investment trust, its managing general partner

By: [Signature]
Title: Vice President

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: [Signature]

Its: A.V.P.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rita M. Overend, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul DeVecchio, personally known to me to be the Vice President of PRIME GROUP REALTY TRUST, a Maryland real estate investment trust, the managing general partner of PRIME GROUP REALTY, L.P., a Delaware limited partnership, the administrative member of ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company, and 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 before me that as such Vice President he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of ENTERPRISE DRIVE, L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of October, 2000.

Rita M. Overend
Notary Public

Rita M. Overend
Printed Name

My Commission expires:

4/19/2003



Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Rita M. Overend, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul DelVecchio, personally known to me to be the Vice President of PRIME GROUP REALTY TRUST, a Maryland real estate investment trust, the managing general partner of PRIME GROUP REALTY, L.P., a Delaware limited partnership, and 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 before me that as such Vice President he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of PRIME GROUP REALTY, L.P. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of October, 2000.

Rita M. Overend

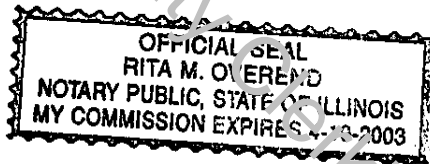
Notary Public

Rita M. Overend

Printed Name

My Commission expires:

4/19/2003



Notary's Office

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00985623

STATE OF ILLINOIS)
) SS.
COUNTY OF ^{Will} COOK)

I, Janet O'Grady, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul Peterson, personally known to me to be a A.V.P. of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, and 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 before me that as such A.V.P. he signed and delivered the said instrument pursuant to proper authority, as the free and voluntary act and deed of LASALLE BANK NATIONAL ASSOCIATION for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of ~~October~~^{November}, 2000.

Janet O'Grady
Notary Public

Janet O'Grady
Printed Name

My Commission expires:

5-4-02



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EXHIBIT A
Legal Description

THAT PART OF LOTS 1 AND 2 LYING NORTH OF THE FOLLOWING DESCRIBED LINE, BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2 THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT NUMBER 89357915.

Address: 2205-2255 Enterprise Drive
Westchester, Illinois

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Cook County Clerk's Office