This instrument was prepared by (and after recordation should be returned to):

Andrew F. Lampert, Esq. JENNER & BLOCK One IBM Plaza Chicago, IL 60611

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Cook County Recorder

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SECOND AMENDMENT TO LOAN DOCUMENTS

IIIS SECOND AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is made as of this 1'th day of May, 2001 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. To evidence a loan from Lencer to Borrower (the "Loan"), Borrower has previously executed and delivered to Lender a certain Promissory Note dated May 17, 2000, as modified by a Note Modification Agreement dated as of October 31, 2000 (the "Modified Note"), in the principal face amount of \$8,090,000 and payable to the order of Lender.
- 2. In consideration of the Loan, Prime has executed that certain Guaranty of Payment in favor of Lender dated as of May 17, 2000, as modified by that certain Reaffirmation of Guaranty dated as of October 31, 2000, and as further modified by that certain Second Reaffirmation of Guaranty dated as of even date herewith (the "Guaranty").
- 3. Also in consideration of and as security for the Loan, Borrower and Prime (as applicable) have previously executed and delivered to Lender the following documents, each dated as of May 17, 2000 and amended by that certain First Amendment to Loan Documents dated as of October 31, 2000 and recorded with the Cook County Recorder of Deeds 23 Document Number 00985623:
 - (a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement (the "Mortgage"), recorded with the Cook County Recorder of Deeds as Document Number 00364833 and encumbering certain real property described therein and described on Exhibit A hereto (the "Property");
 - (b) that certain Assignment of Leases and Rents (the "<u>Assignment</u>"), recorded with the Cook County Recorder of Deeds as Document Number 00364834 and encumbering the Property;
 - (c) that certain Environmental Indemnity Agreement (the "Environmental Indemnity");

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- (d) the certain Collateral Pledge of Expense Reserve Account and Disbursement Agreement (the "Collateral Pledge").
- 4. The Mortgage, Assignment, Environmental Indemnity, and Collateral Pledge, as amended, are collectively referred to herein as the "Loan Documents".
- 5. Lender and Borrower have modified the Modified Note pursuant to that certain Second Note Modification Agreement dated of even date herewith (the "Second Note Modification Agreement").

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

A. <u>Amenument of the Loan Documents</u>

The Loan Documents are hereby amended as follows:

- (1) Any and all references in the Loan Documents or any other document executed in connection with the Modified Note shall be deemed to refer to the Modified Note "as modified by the Second Note Modification Agreement and as may be further modified from time to time."
- B. <u>Priority</u>. 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. <u>Full Force and Effect</u>. All of the provisions, rights, revers, and remedies contained in the Loan Documents shall stand and shall remain unchange? and in full force and effect, except to the extent specifically amended hereby.
- D. <u>Counterparts</u>. 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]

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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

Name: Paul 6. AelVecchio
Its: Vice President

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

By: PRIME GROUP PEALTY TRUST, a Maryland real estate investment trust its pranaging general partner

By: Mame: Paul h. Ul Vecchis
Its: Vice President

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
I, RITA M. OVEREND, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT for Grand Gra
GIVEN under my hand and notarial seal this 177th day of May, 2001.
that M Overend
OFFICIAL SEAL RITA M. OVEREND NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4-19-2003
Printed Name
My Commission expires:
My Commission expires:

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10839769

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
I, RITA M. OVERETUD, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Continued Con
Frinted Name
My Commission expires:

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.)
national banking association, is subscribed to the foregoing acknowledged before me that said instrument pursuant to pr LASALLE BANK NATIONAL	d and notarial seal this 17 day of May, 2001. Maria Espara Frinted Name
My Commission expires:	2
MARIA T ESPARZA ARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES: 04/12/03	Continue

OFFICIAL SEAL MARIA T ESPARZA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:04/12/03

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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 ENTEPPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUEDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 30, TOWNSVIP 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 Euterprise Drive

Westchester, Viinois

Permanent Index Number:

15-35-205-001-0000

15-30-295-002-0000

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