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THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
RETURN TO:

Julie M. Mandanas, Esq.
Jenner & Block, LLC
One IBM Plaza
Chicago, Illinois 60611

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2002-07-11 10:03:30
Cook County Recorder 41.00



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Above Space for Recorder's Use Only

CONSENT, RELEASE AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND RELATED LOAN DOCUMENTS

(Enterprise Drive)

THIS CONSENT, RELEASE AND ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND RELATED LOAN DOCUMENTS (this "Assignment") is made and entered into as of this 25th day of June, 2002 by and among ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company (the "Assignor"), BRE/ENTERPRISE DRIVE L.L.C., a Delaware limited liability company ("Assignee"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

WITNESSETH:

A. Assignor and BRE/Chicago Portfolio L.L.C., a Delaware limited liability company ("BRE"), an affiliate of Assignee, are parties to that certain Agreement for Purchase of Real Estate and Related Property dated as of April 22, 2002 (the "Purchase Agreement"), relating to the real property located in Cook County, Illinois, commonly known as 2205 - 2255 Enterprise Drive, Westchester, Illinois and legally described on Exhibit A attached hereto (the "Property"). BRE has designated Assignee to take title to Property subject to the terms and conditions of the Purchase Agreement.

B. The Purchase Agreement requires Assignor to convey and transfer to Assignee, and Assignee to assume, all of Assignor's right, title and interest in, to and under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 17, 2000 from Assignor to Lender, recorded on May 19, 2000 as Document No. 00364833 with the Cook County Office of the Recorder of Deeds (the "Recorder"), as amended by that certain First Amendment to Loan Documents dated as of October 31, 2000 and recorded on December 15, 2000 as Document No. 00985623 with the Recorder, and that certain Second Amendment to Loan Documents dated as of May 17, 2001 and recorded on September 26, 2001

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as Document No. 0010899769 with the Recorder (as so amended, the "**Mortgage**"), and the related loan documents listed on Schedule I attached hereto and by this reference made a part hereof (collectively with the Mortgage, the "**Mortgage Documents**").

C. In connection with the assumption of the Mortgage Documents by Assignee, Assignee shall execute and deliver to Lender that certain (i) Promissory Note dated as of the date hereof from Assignee to Lender in the original principal amount of Seven Million Four Hundred Forty Three Thousand Eight Hundred Eleven and No/100 Dollars (\$7,443,811) (the "**New Note**"), and (ii) that certain Third Amendment to Loan Documents dated as of the date hereof by and between Assignee and Lender (the "**Third Amendment**"), which amends the terms of the Mortgage Documents.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lender hereby agree as follows:

1. Assignment. As of June 25, 2002 (the "**Effective Date**"), Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of its right, title, interest and liabilities, in, to and under each of the Mortgage Documents and the Tax Escrow (as hereinafter defined).

2. Assumption. As of the Effective Date, Assignee hereby accepts such assignment of the Mortgage Documents and agrees to assume, be bound by, and to keep, observe and perform, the terms, covenants and conditions of each of the Mortgage Documents and the Tax Escrow.

3. Indemnification of Assignee. Assignor shall indemnify, defend and hold harmless Assignee and its directors, officers, members, partners, shareholders, affiliates, agents, employees, successors and assigns from and against any and all loss, damage, cost, liability, expense, claim, suits, or proceedings (including, without limitation, reasonable attorneys' fees, paralegal fees and costs) attributable to any obligations and liabilities that arise or accrue under the Mortgage Documents and/or the Tax Escrow prior to the Effective Date.

4. Indemnification of Assignor. Assignee shall indemnify, defend and hold harmless Assignor and its directors, officers, members, partners, shareholders, affiliates, agents, employees, successors and assigns from and against any and all loss, damage, cost, liability, expense, claim, suits, or proceedings (including, without limitation, reasonable attorneys' fees, paralegal fees and costs) attributable to any obligations and liabilities that arise or accrue under the Mortgage Documents and/or the Tax Escrow on or after the Effective Date.

5. Consent and Release. Provided (i) Assignee executes and delivers the New Note and Third Amendment to Lender, and (ii) Assignor pays to Lender all interest on that certain Promissory Note dated as of May 17, 2000, as amended by that certain Note Modification Agreement dated as of October 31, 2000 and that certain Second Note Modification Agreement dated as of May 17, 2001 (as so amended, the "**Original Note**") from Assignor to Lender which has accrued prior to the Effective Date, Lender hereby consents to (x) Assignor's assignment of

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the Mortgage Documents to Assignee and Assignee's assumption of the Mortgage Documents as set forth in this Assignment, (y) Assignor's assignment of the Tax Escrow to Assignee and Assignee's assumption of the Tax Escrow as set forth in this Assignment, and (z) the termination of the existing Management Agreement between Assignor and Prime Group Realty, L.P., a Delaware limited partnership ("PGRLP") and the substitution of BRE Property Management of Illinois, L.L.C., a Delaware limited liability company ("BRE"), as the manager of the Property pursuant to management agreements dated as the date hereof between Assignee and BRE. Lender hereby releases Assignor from all obligations and liability incurred or accruing on or after the Effective Date under the Mortgage Documents, the Original Note, that certain Collateral Pledge of Expense Reserve Account and Disbursement Agreement dated as of May 17, 2000 from Assignor to Lender, as the same may have been amended from time to time, that certain Subordination of Management Agreement dated as of May 17, 2000 by and among Assignor, Lender and PGRLP, as the same may have been amended from time to time and all other documents and agreements executed by Assignor in connection with the loan secured by the Mortgage except for that certain Environmental Indemnity Agreement from Assignor and PGRLP to Lender, the release of which shall be governed under that certain Release and Reaffirmation of Guaranty and Environmental Indemnity Agreement dated as of the date hereof by and among Lender, Assignor and PGRLP.

6. Lender's Representations. Lender hereby represents as of the date hereof that (i) the outstanding principal amount under the Original Note is in the amount of \$7,443,811 and the current interest rate under such Original Note is 4.24%, subject to change as provided in the Original Note; (ii) all interest and other amounts due and payable under the Original Note has been paid in full through the Effective Date; (iii) Lender has not delivered a notice of Default (as defined in the Mortgage Documents) or a notice of an Event of Default (as defined in the Original Note) to the Assignor; and (iv) Schedule I attached hereto and by this reference made a part hereof contains a true, correct and complete list of all the Mortgage Documents being assigned to Assignee and such documents have not been amended, supplemented or otherwise modified except as shown on such Schedule I and (v) the current balance of the tax escrow account maintained by Lender in connection with the Loan is \$140,557.17 (the "Tax Escrow").

7. Loan Fee. Concurrent with the execution and delivery of this Assignment, Assignor shall pay to Lender a non-refundable loan fee of \$74,440, which fee shall be deemed fully earned by the Lender.

8. Further Assurances. Each party hereto, on behalf of itself and its successors and assigns, agrees to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by the other party hereto to more fully complete and perform the transactions contemplated by this Assignment.

9. Successor and Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto.

10. Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the assignment of the Mortgage documents to

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Assignee and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

11. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

12. Waiver. Neither party hereto shall be deemed to have waived any right, power or privilege under this Assignment unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of any party hereto to enforce any provision of this Assignment shall in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Assignment.

13. Governing Law. This Assignment and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of laws provisions.

14. Construction of Assignment. This Assignment shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Assignor and Assignee have contributed substantially and materially to the preparation of this Assignment.

15. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

16. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR: **ENTERPRISE DRIVE, L.L.C.**, a Delaware limited liability company

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

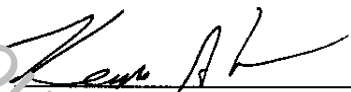
By: Prime Group Realty Trust, a Maryland real estate investment trust, its general partner

By: 
Name: JEFFREY A. PATTERSON
Title: _____

AUTHORIZED SIGNATORY

ASSIGNEE: **BRE/ENTERPRISE DRIVE L.L.C.**, a Delaware limited liability company

By: BRE/Chicago Portfolio L.L.C., a Delaware limited liability company, its sole member

By: 
Name: KENNETH CAPLAN
Title: _____

AUTHORIZED SIGNATORY

LENDER: **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association

By: _____
Its: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LASALLE BANK NATIONAL ASSOCIATION, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Annette Burtin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH CAPLAN AUTHORIZED SIGNATORY BRE/CHICAGO PORTFOLIO L.L.C., the sole member of BRE/ENTERPRISE DRIVE L.L.C., is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of June, 2002.

"OFFICIAL SEAL"
ANNETTE BURTIN
Notary Public, State of Illinois
My Commission Expires 7/9/05

Annette Burtin
Notary Public

My Commission Expires: 7/9/2005

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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I Annette Burtin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~JEFFREY A. PATTERSON AUTHORIZED SIGNATORY~~ PRIME GROUP REALTY TRUST, the general partner of PRIME GROUP REALTY, L.P., the administrative member of ENTERPRISE DRIVE, L.L.C., is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of June, 2002.



Annette Burtin
Notary Public

My Commission Expires: _____

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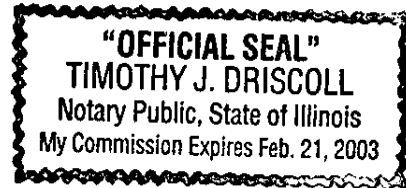
STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I Timothy J. Driscoll, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jay Palmer, Vice President of LASALLE BANK NATIONAL ASSOCIATION, is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of June, 2002.

Timothy J. Driscoll
Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of BRE/CHICAGO PORTFOLIO L.L.C., is the sole member of BRE/ENTERPRISE DRIVE L.L.C. is 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

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EXHIBIT A

THE PROPERTY

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 1/4 of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on August 4, 1989 as Document 89357915, in Cook County, Illinois.

Address: 2205-2255 Enterprise Drive
Westchester, Illinois

Permanent Index Number: 15-30-205-001-0000.
15-30-205-002-0000

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SCHEDULE I

1. Assignment of Leases and Rents dated as of May 17, 2000 by and between Enterprise Drive, L.L.C., as assignor ("**Assignor**"), and LaSalle Bank National Association, as assignee ("**Lender**"), recorded on May 19, 2000 as Document No. 00364834 with the Recorder, as amended by that certain First Amendment to Loan Documents dated as of October 31, 2000 and recorded on December 15, 2000 as Document No. 00985623 with the Recorder and that certain Second Amendment to Loan Documents dated as of May 17, 2001 and recorded on September 26, 2001 as Document No. 0010899769.
2. UCC-1 Financing Statement from Assignor to Lender filed on June 1, 2000 with Illinois Secretary of State as Document No. 4216433.
3. UCC-2 Financing Statement from Assignor to Lender filed on May 18, 2000 with the Recorder as Document No. 99358379.
4. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 17, 2000 from Assignor to Lender, recorded on May 19, 2000 as Document No. 00364833 with the Recorder as amended by that certain First Amendment to Loan Documents dated as of October 31, 2000 and recorded on December 15, 2000 as Document No. 00985623 with the Recorder and that certain Second Amendment to Loan Documents dated as of May 17, 2001 and recorded on September 26, 2001 as Document No. 0010899769.

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