

UNOFFICIAL COPY

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

Enterprise Drive, L.L.C., a
limited liability company
c/o Prime Group Realty Trust
77 W. Wacker Dr., Suite 3900
Chicago, Illinois 60601

LaSalle Bank National Association, a
national banking association
135 S. LaSalle St.
Chicago, Illinois 60602

[Signature] 00359380
3434/0130 28 001 Page 1 of 5
2000-05-18 16:48:55
Cook County Recorder 29.50

1. This financing statement covers the following types (or items) of property:

See Exhibit B attached hereto.

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

3. (If applicable) The above goods are to become fixtures on [The above timber is standing on ...] [The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on ...] (Strike what is inapplicable)-(Describe Real Estate)

See Exhibit A attached hereto.

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is

4. Products of Collateral are also covered.

4 Additional sheets presented.
 Filed with Recorder's Office of Cook County, Illinois.

By: See attached signature page
Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2).

(1) FILING OFFICER COPY - ALPHABETICAL

Debtor: Enterprise Drive, L.L.C., a Delaware limited liability company
Taxpayer ID#: 36-4214566

SIGNATURE PAGE FOR UCC-2 FINANCING STATEMENT

DEBTOR:

Enterprise Drive, L.L.C., a Delaware limited liability company

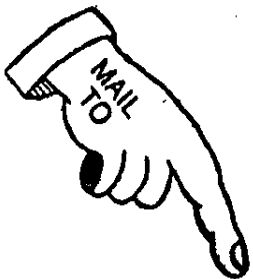
By: Prime Group Realty, L.P., a Delaware limited partnership, its administrative member

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

By: *Paul Vecchio*
Name: Paul Vecchio
Its: Vice President

Property of Cook County Clerk's Office

Document Number : 469171



Return to:
Aaron M. Muhlzy, Esq.
c/o Jenner & Block
One IBM Plaza
Chicago, IL 60611

**EXHIBIT B TO UCC-2 FINANCING STATEMENT FROM
ENTERPRISE DRIVE, L.L.C. ("DEBTOR") AND
LASALLE BANK NATIONAL ASSOCIATION ("SECURED PARTY")**

For purposes of this Financing Statement, the term "**Collateral**" means and includes all of Debtor's right, title and interest, if any, in, to and under the following, whether now owned, or hereafter arising or acquired by Debtor:

(a) **Real Estate.** All of the Land described on Exhibit A, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing are herein referred to collectively as the "**Real Estate**");

(b) **Improvements and Fixtures.** All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by Debtor, including without limitation, all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are herein referred to collectively as the "**Improvements**"); and together with the Real Estate and all other property constituting a portion of the Collateral which is real estate under applicable law, collectively referred to herein as the "**Premises**");

(c) **Personal Property.** All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) and all other tangible property of any kind or character now or hereafter owned or purported to be owned by Debtor and located on the Real Estate including, without limitation, all rights of Debtor under any lease of furniture, furnishings, fixtures and other items of personal property at any time during the term of such lease, and all rights under and to all payments and deposits required by the provisions of Section 2.20 of the Mortgage dated May 17, 2000 from the Debtor to the Secured Party (all of the foregoing are herein referred to collectively as the "**Goods**");

(d) **Intangibles.** To the extent assignable, all goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any

other intangible property of Debtor related to the Premises (all of the foregoing are herein referred to collectively as the “**Intangibles**”);

(e) **Rents.** All rents, issues, profits, royalties, avails, income and other benefits derived or owned by Debtor directly or indirectly from the Premises (all of the foregoing are herein collectively called the “**Rents**”);

(f) **Leases.** To the extent that the same applies to the Mortgaged Property, all rights of Debtor under all leases, licenses (to the extent assignable), occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to Debtor or any consideration for the use, possession or occupancy of, or the conducting of any business on, or any estate in, the Premises or any part thereof, and which agreement extends past the Maturity Date, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing are herein referred to collectively as the “**Leases**”);

(g) **Plans.** All rights of Debtor if any, to plans and specifications, designs, drawings and other matters prepared in connection with the Premises in Debtor’s possession or control (all of the foregoing are herein called the “**Plans**”);

(h) **Contracts for Construction or Services.** To the extent assignable, all rights of Debtor, if any, under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with, the Premises, including any architect’s contract (all of the foregoing are herein referred to collectively as the “**Contracts for Service**”);

(i) **Contracts for Sale or Financing.** All rights of Debtor, if any, as seller or Debtor under any agreement, contract, understanding or arrangement pursuant to which Debtor has, with the prior written consent of Secured Party, obtained the agreement of any Person to pay or disburse any money for Debtor’s sale (or borrowing on the security) of the Collateral or any part thereof (all of the foregoing are herein referred to collectively as the “**Contracts for Sale**”);

(j) **Management Agreements.** All rights of Debtor, if any, under any contracts executed by Debtor with any Person employed as a manager of the Premises or for services in connection with the management of the Premises (all of the foregoing herein referred to collectively as the “**Management Agreements**”); and

(k) **Other Property.** All other property or rights of Debtor of any kind or character related to the Premises and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing, including all proceeds of the conversion, whether voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

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

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

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Cook County Clerk's Office