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Cook County Recorder 53.00



00364834

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

Aaron M. Muhly, Esq.  
JENNER & BLOCK  
One IBM Plaza  
Chicago, IL 60611

17  
John

**ASSIGNMENT OF LEASES AND RENTS**

THIS ASSIGNMENT OF LEASES is made as of this 17th day of May, 2000 (this "Assignment") by and between ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company (the "Assignor") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee").

RECITALS:

A. Assignor owns, in fee simple, certain real property in Cook County, Illinois more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), and Assignor owns certain buildings, structures and other improvements and property located thereon (the Real Estate and said buildings, structures, and other improvements are hereinafter together called the "Premises").

B. Assignee has agreed to make a loan to Assignor in the aggregate amount of \$8,090,000.00 (the "Loan"), evidenced by a promissory note of even date herewith made by Assignor to the order of Assignee (the "Note").

C. As a condition precedent to making the Loan, and in order to provide security for the Loan to Assignee, Assignor has agreed to enter into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement from Assignor in favor of Assignee, dated the date hereof (the "Mortgage" and together with the Note and all other documents and instruments delivered to Assignee in connection with the Loan, collectively referred to herein as the "Loan Documents").

D. Assignee requires, as a condition precedent to entering into the Loan Documents that Assignor enter into this Assignment and grant to Assignee an assignment of the Leases (as hereinafter defined) on the terms and conditions set forth more fully herein.

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## AGREEMENTS:

NOW, THEREFORE, Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as further and additional security for payment of the Note, the principal sum, interest, premiums and other indebtedness evidenced thereby; any amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Note, Mortgage or other Loan Documents, payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, Mortgage or any of the other Loan Documents, does hereby sell, assign and transfer unto Assignee all of its right, title and interest in and to (i) the existing leases shown on Schedule I attached hereto (the "Existing Leases"); (ii) all other leases, licenses or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation Assignee in the exercise of the powers herein conferred or otherwise; and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the Existing Leases and any other leases, tenancies and rights described above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases (including all prepaid rents and security deposits and all other amounts due with respect to the Premises, the "Rents"), together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Assignee.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Mortgage.

To protect and further the security of this Assignment, Assignor states and agrees as follows:

1. Agreements Regarding Leases. Assignor represents, warrants and covenants unto Assignee as follows:

(a) Assignor is the sole owner of the entire interest of the landlord in the Leases and Assignor has the right, power and authority to assign each of the Leases to Assignee in accordance with the terms hereof. The Leases have not previously been, by Assignor, or, to the best of Assignor's knowledge, by anyone else, assigned, mortgaged, pledged, hypothecated, alienated or otherwise encumbered in any manner whatsoever, except pursuant to the Mortgage and this Assignment. Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases without Assignee's prior written consent. Assignor will not consent to, suffer or permit the assignment or subletting of all or any portion of any leasehold estate created under any of the Leases without Assignee's prior written consent. Any attempted assignment or

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subletting without Assignee's written consent, whether by Assignor or by a tenant, shall be null and void.

(b) All of the Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of landlord and tenant thereunder.

(c) Assignor will promptly notify Assignee of any default or claimed default by Assignor, as landlord, or any tenant under any of the Leases of which Assignor becomes aware and will promptly deliver to Assignee copies of any demands or notices of default which Assignor receives.

(d) If any Lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee in amount and form and written by insurance companies as shall be satisfactory to Assignee.

(e) Other than the Permitted Exceptions, Assignor shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate. Assignor will not terminate, modify or amend any of the Leases or any of the terms thereof without the prior written consent of Assignee, and any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void; notwithstanding the foregoing to the contrary, Assignor shall submit each Lease, amendment, modification, renewal, extension and/or termination to Assignee for its reasonable approval. Any failure on the part of Assignee to either approve or disapprove of any such Lease, amendment, modification, renewal, extension and/or termination in writing within ten (10) business days shall constitute the approval by Assignee of the same.

(f) No payment of rent has been or will be made by any tenant or by any person in possession of any portion of the Premises for more than one month's installment in advance, and, subject to subparagraph (j) hereof, no payment of rent has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Assignor. Assignor has not made and will not make any other or further assignment of the rents, issues, income or profits of the Premises or of the Leases except subsequent to, or in connection with, the release of this Assignment with respect to such portion of the Premises so released.

(g) Assignor shall perform at its sole cost and expense all of its material covenants and agreements under the Leases and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, the tenants named thereunder. Assignor shall also take all reasonably necessary steps to enforce and secure the performance of each and every obligation and agreement to be performed by the tenants under the Lease, all at Assignor's sole cost and expense.

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(h) The Leases are valid and unmodified and in full force and effect, except as indicated herein, and neither Assignor, as landlord thereunder, nor any of the tenants thereunder are in default under any of the material terms, covenants or conditions thereof. No event or condition has occurred or presently exists which would, but for the passage of time, the giving of notice or both, would constitute a default by either Assignor, as landlord thereunder, or to Assignor's knowledge, any of the tenants. None of the tenants under any of the Leases has any right of set-off or counterclaim or any defense to the full performance of such tenant's obligations under any of the Leases, except as may be set forth therein.

(i) Assignor shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant under any of the Leases from any obligation, covenant, condition or requirement of the Leases, without Assignor's prior written consent as set forth in Paragraph 2.15 of the Mortgage.

(j) Assignor shall not cause or permit all or any portion of or interest in the Premises to be leased (that word having the same meaning for purposes hereof as it does in the law of landlord and tenant) directly or indirectly to any individual or entity, without the prior written consent of Assignor as set forth in Paragraph 2.17 of the Mortgage.

(k) Assignor shall apply all rents and other amounts received under any of the Leases to make the payments required under the Note and the other Loan Documents.

(l) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty, or consent to, request, agree to, accept, allow or suffer to occur a subordination of any Lease to any mortgage or other encumbrance now or hereafter affecting the Premises, without the prior written consent of Assignor in each instance. Any attempted cancellation, surrender, termination, change, alteration or modification of any Lease or subordination of any Lease or of any guaranty of any Lease which shall occur without the prior written consent of Assignor shall be null and void.

(m) If Assignor so requests, Assignor shall use commercially reasonable efforts to cause the tenant under each or any of the Leases affecting more than two thousand five hundred (2,500) square feet to enter into subordination agreements which are satisfactory to Assignor in form and substance.

Any amounts received by Assignor or either Guarantor for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises during a period of "Default" under the Note, the Mortgage or any of the other Loan Documents, which default shall not have been cured

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within the time periods, if any, expressly established therefor under such Note, Mortgage or other Loan Documents, as the case may be, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds or County Recorder of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.

2. Waiver of Liability. Nothing herein contained shall be construed as constituting Assignee a "an assignee-in-possession" or "mortgagee-in-possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In addition, the appointment of a receiver for the Premises by any court at the request of Assignee or by agreement with Assignor, or the entering into possession of any part of the Premises by such receiver, shall not be deemed to make Assignee an assignee-in-possession or mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

3. Further Assurances and Assignments. Assignor further agrees to execute and deliver immediately upon the request of Assignee, all such further assurances and assignments concerning the Leases or the Premises as Assignee shall from time to time require.

4. License to Assignor.

(a) So long as no Event of Default (as hereinafter defined) shall have occurred and be continuing, Assignor shall have a license to collect, retain, use and enjoy the benefits of all Rents arising from the Premises, subject to the terms and conditions contained in this Assignment, the Note, the Mortgage and the other Loan Documents.

(b) Notwithstanding the aforementioned license granted to Assignor, Assignee, and not Assignor, shall be, and is deemed to be, the creditor of each tenant in respect of assignments for the benefits of creditors and bankruptcy, reorganization, arrangement, insolvency, dissolution or receivership proceedings affecting any such tenant (without obligation on the part of Assignee, however, to file or make timely filings of claims in any such proceedings or otherwise to pursue creditor's rights therein) and Assignee shall have the option to apply any money received by it as such creditor in reduction of the Obligations.

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5. Exercise of Remedies. In any case in which under the provisions of the Mortgage Assignee has a right to institute foreclosure proceedings or exercise the power of sale contained therein, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Assignee, Assignor agrees to surrender to Assignee, and Assignee shall be entitled to take actual possession of, the Premises or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, and may exclude Assignor, its agents, or servants, wholly therefrom and may as attorney in fact of Assignor or agent of Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of security of the rents, income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any Lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Assignee's possession, operating and management thereof and to receive all such rents, income, issues and profits.

6. Indemnity. Assignee shall not at any time (regardless of any exercise by Assignee, or right of Assignee to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Premises, and, except for the negligence or wilful misconduct of Assignee or its agents, employees or contractors, Assignor shall and does hereby agree to indemnify, hold harmless and defend Assignee from any and all liability, loss or damage which Assignee may or might incur under or by reason of (a) any of the Leases, (b) the assignment thereof, (c) any action taken by Assignee or its agents hereunder, unless constituting willful misconduct or negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases (collectively, the "Indemnified Matters"). Notwithstanding the foregoing, Assignor shall not be liable to the Assignee for any Indemnified Matter which first arises after the date title to and possession of the Premises has been taken by the Assignee or a third party purchaser through foreclosure proceedings.

7. Application of Proceeds. Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the rents,

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income, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Assignee and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing any claims for damages, and premiums on insurance hereinabove authorized; it being expressly understood and agreed that Assignee in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises, without inquiry into, and without respect to, the validity thereof and whether such claims are in fact for operating expenses of the Premises.

(b) taxes and special assessments now due or which may hereinafter become due on the Premises.

(c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Assignee, make it readily rentable.

(d) any indebtedness secured or guaranteed by the Mortgage or the other Loan Documents or any deficiency which may result from the sale of the Premises pursuant to the power of sale contained in the Mortgage or any other provision of the Mortgage.

(e) if any proceeds remain after paying for any and all of the items described in clauses (a) and (d) above, such remaining proceeds shall be paid to Assignor.

8. Power of Attorney. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead and hereby authorizes Assignee, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions herein set forth. The powers of attorney conferred upon Assignee pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Assignee.

## 9. Occurrence of Event of Default.

(a) The occurrence of one or more of the following shall constitute an "Event of Default" hereunder:

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(i) The failure of Assignor to perform or observe each and every term, provision, covenant, condition or agreement under this Assignment within thirty (30) days after notice and demand; provided, however, that if such breach cannot be reasonably cured within such thirty (30) day period, Assignor shall have an additional one hundred twenty (120) days to cure such failure; or

(ii) If any warranty, representation, certification, financial statement, report or other information made or furnished at any time pursuant to the terms of this Assignment or any of the other Loan Documents or otherwise, by Assignor, or by any person or entity otherwise liable under the Note, the Mortgage, or any of the other Loan Documents shall be false or misleading in any material respect at the time such warranty, representation, certification, statement or report is made and Assignor notifies Assignee hereof in writing; or

(iii) The occurrence of any Default or Event of Default (as defined therein) under the Note, the Mortgage or any of the other Loan Documents past any applicable grace or cure periods.

(b) Although it is the intention of the parties that this assignment is a present assignment, Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default and it shall be continuing, or a default in the performance and observance by any party other than Assignee of its obligations and agreements under the Note, Mortgage or any of the other Loan Documents in each instance after any applicable grace periods, shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Note, the Mortgage or any of the other Loan Documents or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

(c) Upon the occurrence of an Event of Default hereunder, and at any time thereafter, unless and until such Event of Default is cured to the reasonable satisfaction of Assignor, Assignee may, at its option, declare the Obligations or any part thereof to be immediately due and payable and/or take such other action as it deems advisable in its sole discretion, concurrently or otherwise, without notice or demand, without regard to the adequacy of any other security or collateral held by Assignee, with or without bringing any action, suit or proceeding or having a trustee, receiver, liquidator, or conservator appointed and without impairing or otherwise affecting any other rights and remedies available to it. Irrespective of whether or not Assignee shall declare the Obligations, or any part thereof, immediately due and payable and/or take any other action, upon the occurrence of an Event of Default hereunder and during its continuance, the license granted herein to Assignor shall immediately and without notice cease, and Assignee is hereby authorized, at its option, to enter and take possession of the Premises, or any part thereof, and to perform all acts necessary for the operation and maintenance of the



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Premises in the same manner and to the same extent as Assignor might so act. In furtherance thereof and not by way of limitation, Assignee is empowered (but shall be under no obligation) to collect the Rents, to enforce payment thereof and the performance of any and all other terms and provisions of the Leases, to exercise all the rights and privileges of Assignor thereunder, including the right to fix or modify the Rents or other charges, to demand and sue for possession of a portion of the Premises or any part thereof and to enter into new Leases and to collect the Rents thereunder. Furthermore, Assignor does hereby constitute and appoint Assignee as Assignor's true and lawful attorney-in-fact, coupled with an interest, to act in the name, place and stead of Assignor, to enter upon and take possession of all or part of the Premises; to have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper, either with or without taking possession of the Premises in its own name; to make, cancel, enforce or modify any of the Leases; to obtain and evict tenants; to demand, sue for and/or otherwise collect and receive all Rents of and from the Premises including those past due and unpaid; to do any acts which Assignee deems necessary to protect the security hereof, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem reasonable and/or proper to Assignee, in its sole discretion; and to apply all such Rents to the payment of:

(i) All out-of-pocket and reasonable expenses of entering, managing, operating, leasing and maintaining the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, all taxes, charges, claims, assessments, water rates, sewer rents and liens on or relating to the Premises, premiums for insurance which Assignee may deem necessary or desirable, the cost of all operations, renovations, repairs and replacements and other expenses incident to the taking and retaining of possession and control of the Premises and all reasonable attorneys' fees incurred in connection with any of the foregoing; and

(ii) The principal, interest and other sums due under any of the Obligations, at such time and in such order or priority as Assignee, in its sole discretion, may determine, notwithstanding any contrary custom or use and to the extent permitted by law.

10. Instruction to Tenants. Assignor further specifically and irrevocably agrees to authorize and instruct each and every present and future tenant or tenant under any Lease of the whole or any part of the Premises to pay all unpaid rental agreed upon in any Lease or other agreement for occupancy of any part of the Premises to Assignee upon receipt of demand from Assignee so to pay the same, without an inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Assignee has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which

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deposited) may be transferred to Assignee and accepted by Assignee by notice to the tenant under said Lease.

11. Entry of Premises. Any entry upon or taking possession of the Premises, or any part thereof, by Assignee may be made by actual entry and taking possession by Assignee or its agent or nominee, or at the option of Assignee, by written notice served personally upon or sent by registered or certified mail to the last owner of the Premises appearing on the records of Assignee and no further authorization shall be required. If Assignee or its agent or nominee assumes possession or control of the Premises, Assignee shall not be liable or responsible to Assignor for any loss or damage arising as a result of Assignee's failure or neglect to let, lease, underlet or sublet the Premises or any part thereof or for any loss or damage arising as a result of any other act or omission of Assignee or its agent or nominee in managing, operating, leasing and maintaining the Premises, unless such loss or damage is caused by the willful misconduct or negligence of Assignee. This Assignment shall not operate to place upon Assignee any responsibility or liability for the care, control, leasing, management, operation or repair of the Premises or any part thereof, or for the carrying out of any of the terms, covenants, conditions or agreements of the Lease; nor shall this Assignment operate, directly or indirectly, to make Assignee liable or responsible for any waste committed or alleged to have been committed on the Premises by the tenant or by any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the care, management, upkeep operation, repair or control of the Premises which results in any loss, injury or damage to or the death of the tenant, any employee of the tenant, any business invitee or any stranger. Assignee shall not be obligated to perform or discharge, and Assignee does not undertake to perform or discharge, any obligation, duty or liability on the part of the lessor or Assignor under any Lease or under or by virtue of this assignment, and Assignor agrees to indemnify and defend Assignee and to hold it harmless from any and all liability, loss, claim or damage incurred in connection with the Lease, this Assignment and any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants, conditions or agreements contained in the Lease. Should Assignee incur any liability under any Lease or this Assignment, or in defense of any such claims or demands, then the amount thereof, including actual costs, expenses and reasonable attorneys' fees shall be added to the Obligations secured by this Assignment and Assignor shall reimburse Assignee therefor immediately upon demand.

12. Election of Remedies. The provisions set forth in this Assignment shall be deemed a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Note, Mortgage or any of the other Loan Documents but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Assignee, all of which remedies shall be enforceable concurrently or successively. No exercise by Assignee of any of its rights hereunder shall cure, waive or affect any Event of Default hereunder or default under the Note, the Mortgage, or any of the other Loan Documents. No inaction or partial exercise of rights by Assignee shall be construed as a waiver of any of its such rights and remedies, and no waiver by Assignee of

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any such rights and remedies shall be construed as a waiver by Assignee of any of its other rights and remedies.

13. Payments by Assignee. If Assignor fails to observe and perform the terms, covenants and conditions contained in any of the Loan Documents, then Assignee may, at its option, without notice to or demand upon Assignor (and without waiving or releasing Assignor from any of its covenants or Obligations to Assignee), perform the same in such manner and to such extent as Assignee, in its sole discretion, shall deem necessary or proper, in such event all costs and expenses of Assignee in connection therewith (including, but not limited to, reasonable attorneys' fees), together with Default Interest from the date of the expenditure by Assignee shall be due and payable by Assignor to Assignee on demand and shall be added to the Obligations secured by this Assignment.

14. Continual Effectiveness. No judgment or decree which may be entered on any debt secured or intended to be secured by Assignee shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured by the Mortgage or the other Loan Documents, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of proceedings to sell the Premises pursuant to the power of sale contained in the Mortgage or any foreclosure proceedings, both before and after sale, until the issuance of a deed for the sale of the Premises pursuant to the power of sale or pursuant to a foreclosure decree, unless all indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

15. Bankruptcy. In the event any tenant under the Leases should be the subject of any insolvency proceeding which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

16. Release of Mortgage. To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Premises which may be released from the lien of the Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall ipso facto be immediately released from this Assignment without the necessity of further action or instrument.

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17. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in the form and manner specified below, and shall be addressed to the party to be notified as follows:

If to Assignee at: LaSalle Bank National Association  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Paul M. Peterson  
Facsimile: 312/904-0900

With a copy to: Jenner & Block  
One IBM Plaza  
Chicago, Illinois 60611  
Attention: Donald I. Resnick, Esq.  
Facsimile: 312/840-7656

If to Assignor: Enterprise Drive, L.L.C.  
77 West Wacker Drive  
Suite 3900  
Chicago, Illinois 60606  
Attention: Louis G. Conforti  
Facsimile: 312/917-1684

With a copy to: Prime Group Realty Trust  
77 West Wacker Drive  
Suite 3900  
Chicago, Illinois 60601  
Attention: James F. Hoffman, Esq.  
Facsimile: 312/917-1684

or to such other address as each party designates to the other by notice in the manner herein prescribed. Notice shall be deemed given hereunder if (i) delivered personally or otherwise actually received, (ii) sent by overnight delivery service, (iii) mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) sent via telecopy machine with a duplicate signed copy sent on the same day as provided in clause (ii) above. Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail, and notice telecopied as provided in clause (iv) above shall be effective upon receipt of such telecopy if the duplicate signed copy is sent under clause (iii) above. Notice given in any other manner described in this section shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender unless expressly set forth in such notice.

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18. Binding Agreements. This Assignment and all provisions hereof shall be binding upon Assignor and its successors and assigns, and all other persons or entities claiming under or through Assignor. The word "Assignee", when used herein, shall include Assignee's successors and assigns, and all other holders, from time to time, of the Note.

19. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois. Wherever possible each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision of the remaining provisions of this Assignment. Time is of the essence of this Assignment.

20. Miscellaneous. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The Paragraph headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

21. Jury Trial Waiver. Assignor, and by its acceptance of this Assignment, Assignee, hereby waive their respective rights to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Assignment and the business relationship that is being established. This waiver is knowingly, intentionally and voluntarily made by Assignor and Assignee, and Assignor acknowledges that neither Assignee nor any person acting on behalf of Assignee has made any representations of fact to include this waiver of trial by jury or has taken any actions which in any way modify or nullify its effect. Assignor and Assignee acknowledge that this waiver is a material inducement to enter into a business relationship, that each of them has already relied on this waiver in entering into this Assignment and that each of them will continue to rely on this waiver in their related future dealings. Assignor and Assignee further acknowledge that they have been represented (or have had the opportunity to be represented) in the signing of this Assignment and in the making of this waiver by independent legal counsel.

[Remainder of page intentionally left blank]

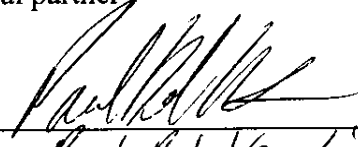
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IN WITNESS WHEREOF, Assignor has caused its duly authorized representatives to execute this Assignment as of the date first above written.

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:   
Name: Paul Vecchio  
Its: Vice President

THE WAIVER CONTAINED IN SECTION 1.2  
IS ACKNOWLEDGED HEREBY:

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
\_\_\_\_\_

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# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Heath Fear, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul DeVocchio, 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 V.P. 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 17 day of May, 2000.

Heath R. Fear  
Notary Public

Heath R. Fear  
Printed Name

My Commission expires:

10/25/03



# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
  *Will*                    ) SS.  
COUNTY OF ~~COOK~~            )

I, Sherry Farrar, 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 Officer 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 Officer 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 17 day of May, 2000.



Sherry Farrar  
Notary Public

Sherry Farrar  
Printed Name

My Commission expires:

10-19-03



# UNOFFICIAL COPY

**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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