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Prepared by and Record and Return to:

Winston & Strawn LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Tracey A. Leitman, Esq.

Doc#: 0406939009  
Eugene "Gene" Moore Fee: \$54.00  
Cook County Recorder of Deeds  
Date: 03/09/2004 09:09 AM Pg: 1 of 16

CE 188718 2003  
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10

## AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

CATELLUS FINANCE 1, L.L.C.,

AS ASSIGNOR

AND

LASALLE BANK NATIONAL ASSOCIATION, F/K/A LASALLE NATIONAL BANK,  
AS TRUSTEE FOR THE REGISTERED HOLDERS OF PRUDENTIAL MORTGAGE  
CAPITAL COMPANY I, LLC, COMMERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 1998-1 FOR THE BENEFIT OF THE HOLDER OF THE A  
NOTE AND THE HOLDER OF THE B NOTE,

AS ASSIGNEE

County: Cook (the "County")

State: Illinois (the "State")

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## AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") made as of the 9<sup>th</sup> day of March, 2004, is by CATELLUS FINANCE 1, L.L.C., a Delaware limited liability company ("**Assignor**"), having an address at 201 Mission Street, Suite 340, San Francisco, California 94203, in favor of LASALLE BANK NATIONAL ASSOCIATION, F/K/A LASALLE NATIONAL BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF PRUDENTIAL MORTGAGE CAPITAL COMPANY I, LLC, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1998-1, a national banking association ("**Existing Lender**"), for the benefit of the holder of the A Note and the holder of the B Note (as such notes are hereinafter defined) and their respective successors and assigns (in such capacity, "**Assignee**"), which Assignment amends and restates that certain Assignment of Leases and Rents set forth on Schedule 1 attached hereto.

### W I T N E S S E T H:

WHEREAS, Assignor entered into that certain Loan Agreement dated as of October 26, 1998 between Assignor and Prudential Mortgage Capital Company, Inc. ("**Original Lender**") predecessor-in-interest to Assignee with respect to the A Loan (as hereinafter defined), as such Loan Agreement was amended by that certain First Amendment to Loan Agreement dated as of January 11, 2001, by and among Existing Lender, the Certificateholders, and The Prudential Insurance Company of America, as Servicer (as defined in the Existing Loan Agreement), that certain Second Amendment to Loan Agreement dated as of February 8, 2001, that certain Third Amendment to Loan Agreement dated as of August 27, 2002, that certain Fourth Amendment to Loan Agreement dated as of December 23, 2002 and that certain Fifth Amendment to Loan Agreement dated as of September 2, 2003 (as amended and/or restated or renewed prior to the date hereof, collectively, the "**Existing Loan Agreement**"). Pursuant to the terms of the Existing Loan Agreement, Original Lender, a predecessor-in-interest to Assignee, agreed to extend a loan (the "**A Loan**"), evidenced by that certain promissory note dated October 26, 1998, in the original principal amount of THREE HUNDRED SEVENTY-THREE MILLION AND 00/100 DOLLARS (\$373,000,000.00) (the "**A Note**"), and secured by, among other instruments and agreements, certain deeds of trust, mortgages and security deeds dated as of October 26, 1998 encumbering the Properties (as hereinafter defined) (as amended and supplemented prior to the date hereof and in accordance with the Existing Loan Agreement, collectively, the "**Original Mortgages**"), those certain assignments of leases and rents dated as of October 26, 1998 (as amended and supplemented prior to the date hereof and in accordance with the Existing Loan Agreement, collectively, the "**Original Assignments**") and those certain cash management agreements dated as of October 26, 1998 (as amended and supplemented prior to the date hereof and in accordance with the Existing Loan Agreement, collectively, the "**Original Cash Management Agreements**").

WHEREAS, Assignor has applied to The Prudential Insurance Company of America, a New Jersey corporation ("**New Lender**"; the New Lender together with the Existing Lender are hereinafter collectively referred to as "**Lender**" or "**Lenders**") for an additional loan and New Lender has agreed to extend a loan (the "**B Loan**"; the 'A Loan' and 'B Loan' are hereinafter collectively referred to as the "**Loans**"), pursuant to the terms and conditions of that

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certain Amended and Restated Loan Agreement of even date herewith (as may be further amended, restated, modified, extended or consolidated, the **"Loan Agreement"**), to be evidenced by that certain promissory note of even date herewith, in the original principal amount of SEVENTY-FIVE MILLION AND 00/100 DOLLARS (\$75,000,000.00) (the **"B Note"**; the 'A Note' and 'B Note' are hereinafter collectively referred to as the **"Notes"**) and secured by, among other instruments and agreements, certain amended and restated deeds of trust, amended and restated mortgages and amended and restated security deeds of even date herewith encumbering the Properties which amend and restate the Original Mortgages in their entirety (together with the Original Mortgages as the same may hereinafter be further consolidated, extended, modified, amended and/or restated or renewed from time to time, collectively, the **"Mortgages"**), those certain amended and restated assignments of leases and rents of even date herewith which amend and restate the Original Assignments in their entirety (together with the Original Assignments, as the same may hereinafter be further consolidated, extended, modified, amended and/or restated or renewed from time to time, collectively, the **"Assignments"**) and those certain cash management agreements of even date herewith which amend and restate the Original Cash Management Agreements in their entirety (together with the Original Cash Management Agreements, as the same may hereinafter be further consolidated, extended, modified, amended and/or restated or renewed from time to time, collectively, the **"Cash Management Agreements"**) (the Loan Agreement, the Notes, the Mortgages, the Assignments, the Cash Management Agreements and such other documents, as each of the foregoing may from time to time be amended, supplemented, replaced, modified or amended and restated being collectively referred to herein as the **"Loan Documents"**).

WHEREAS, one of the Mortgages, is that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith (as may be further amended, restated, modified, extended or consolidated, the **"Mortgage"**), from Assignor, as mortgagor, to Assignee, as mortgagee, which encumbers that certain parcel of real property situated in the County and State (as defined above) as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all buildings and other improvements now or hereafter located thereon (to the full extent of Assignor's interest) (collectively, the **"Improvements"**) (said parcels of real property and the Improvements are hereinafter sometimes collectively referred to as the **"Properties"** and individually as a **"Property"**); and

WHEREAS, Assignor is desirous of further securing to Assignee the performance of the terms, covenants and agreements hereof and of the Loan Documents.

NOW, THEREFORE, in consideration of the making of the Loans evidenced by the Notes by Lenders to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably, absolutely and unconditionally transfer, sell, assign, pledge and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to:

(a) any and all leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Properties and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the **"Leases"**); and

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(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from each of the Properties, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Properties, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Properties (collectively, the **"Rents"**).

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Assignee, Assignor is hereby permitted, at the sufferance of Assignee and at its discretion, and is hereby granted a license by Assignee, to retain possession of the Leases and to retain the Rents that are delivered to Assignor pursuant to the Cash Management Agreements unless and until the occurrence of a Sweep Event (as defined in the Cash Management Agreements). Upon the occurrence of an Event of Default (as hereinafter defined), the aforementioned license granted to Assignor shall automatically terminate without notice to Assignor, and Assignee may thereafter, without taking possession of any one or more of the Properties, take possession of the Leases and collect and retain the Rents in accordance with the terms and conditions of the Cash Management Agreements and the other Loan Documents. Further, from and after such termination, Assignor shall be the agent of Assignee in collection of the Rents, and any Rents so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee and Assignor shall, within one (1) business day after receipt of any Rents, pay the same to Assignee to be applied by Assignee as hereinafter set forth. Furthermore, from and after such Event of Default and termination of the aforementioned license, Assignee shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor, to: (a) make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Properties, as particularly set forth in the Mortgage, (b) manage and operate the Properties, with full power to employ agents to manage the same; (c) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (d) do all acts relating to such management of the Properties, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of any Property as in the sole subjective judgment and discretion of Assignee may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Assignee may be necessary to maintain a proper rental income from the Properties, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Properties, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Assignee may apply the Rents received by Assignor from the Properties, after deducting the costs of collection thereof, including, without limitation, attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance,



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service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation of the Properties and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Assignee, in its sole subjective discretion, may determine. The exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of, the Rents and the application thereof as herein provided, shall not be considered a waiver by Assignee of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Properties nor shall such exercise make Assignee liable under any of the Leases, Assignee hereby expressly reserving all of its rights and privileges under the Mortgage and the other Loan Documents as fully as though this Assignment had not been entered into.

Without limiting the rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant or agreement of Assignor under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees. Any sum advanced or paid by Assignee for any such purpose, including, without limitation, attorneys' fees, together with interest thereon at the applicable Default Interest Rate (as defined in the A Note and B Note) from the date paid or advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand and shall be secured by the Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Notes.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Properties upon Assignee, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on any Property by the tenants or any other party or for any dangerous or defective condition of any Property or for any negligence in the management, upkeep, repair or control of any Property. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let any Property or from any other act or omission of Assignee in managing any of the Properties. Assignor shall and does hereby indemnify and hold Assignee harmless from and against any and all liability, loss, claim, demand or damage which may or might be incurred by reason of this Assignment, including, without limitation, claims or demands for security deposits from tenants of space in the Improvements deposited with Assignor, and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases except to the extent Assignor's damages are a direct result of Assignee's willful misconduct or

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gross negligence as finally determined by the court of competent jurisdiction. Should Assignee incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses and attorneys' fees, together with interest thereof at the applicable Default Interest Rate from the date paid or incurred by Assignee until repaid by Assignor, shall be immediately due and payable to Assignee by Assignor upon demand and shall be secured by the Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Notes.

2. This Assignment shall not be construed as making Assignee a mortgagee in possession.

3. Assignee is obligated to account to Assignor only for such Rents as are actually collected or received by Assignee.

4. Assignor hereby further presently and absolutely assigns to Assignee subject to the terms and provisions of this Assignment: (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under such Leases; and (b) any and all payments made by or on behalf of any tenant of any part of any Property in lieu of Rent. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to, from and after the occurrence of an Event of Default by Assignor hereunder or under any of the other Loan Documents, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the Loan.

5. Assignor represents, warrants and covenants to and for the benefit of Assignee: (a) that Assignor now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, created under or otherwise specifically permitted in the Loan Agreement or Mortgage, there are no outstanding assignments of the Leases or Rents; (c) that no Rents have been anticipated, discounted, released, waived, compromised or otherwise discharged except for prepayment of rent of not more than one (1) month prior to the accrual thereof, except as disclosed by Assignor as referenced in Section 5.1(ee)(ii) of the Loan Agreement; (d) that there are no material defaults now existing under any of the Leases by the landlord or tenant, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or tenant, except as disclosed in writing to Assignee; (e) that Assignor has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder and (f) the Leases are in full force and effect and are the valid and binding obligations of Assignor, and, to the knowledge of Assignor, are the valid and binding obligations of the tenants thereto.

6. Assignor covenants and agrees that Assignor shall comply with all conditions, covenants and agreements set forth in Section 1.8 of the Mortgage.

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7. Assignor covenants and agrees that Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and shall pay on demand all costs and expenses, including, without limitation, attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding, payable upon demand within five (5) Business Days (as defined in the Loan Agreement) from the date incurred, together with interest thereon at the applicable Default Interest Rate from the date payable, until repaid by Assignor.

8. At any time, Assignee may, at its option, notify any tenants or other parties of the existence of this Assignment. Assignor does hereby specifically authorize, instruct and direct each and every present and future tenant, lessee and licensee of the whole or any part of any Property to pay all unpaid and future Rents to Assignee upon receipt of demand from Assignee to so pay the same and Assignor hereby agrees that each such present and future tenant, lessee and licensee may rely upon such written demand from Assignee to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Assignee is otherwise entitled to said Rents. Assignor hereby waives any right, claim or demand which Assignor may now or hereafter have against any present or future tenant, lessee or licensee by reason of such payment of Rents to Assignee, and any such payment shall discharge such tenant's, lessee's or licensee's obligation to make such payment to Assignor.

9. Assignee may take or release any security for the indebtedness evidenced by the Notes, may release any party primarily or secondarily liable for the indebtedness evidenced by the Notes, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Notes and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Notes without prejudice to any of its rights hereunder.

10. The acceptance of this Assignment and the collection of the Rents in the event Assignor's license is terminated, as referred to above, shall be without prejudice to Assignee. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Assignee, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns; and all obligations of Assignor shall bind its successors and assigns and any subsequent owner of the Properties. All rights of Assignee in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Assignee. The foregoing shall not be construed to confer a right of transfer or assignment hereunder to the Assignor except as specifically provided in the Loan Agreement. Assignor hereby agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee of the Assignee shall be immediate and absolute. Assignor will not set up any claim against Assignee or any intervening assignee as a defense, counterclaim or setoff to any action brought by Assignee or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

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12. It shall be an Event of Default hereunder (a) if an Event of Default, as defined in the Loan Agreement shall occur, (b) Assignor fails to punctually perform any covenant, agreement or obligation under this Assignment which requires payment of money to Assignee at the time or within any applicable period of time set forth herein, or if no time period is set forth herein, then, within ten (10) Business Days, or (c) upon any failure by Assignor in the performance or observance of any covenant or condition hereof (other than as described in subsection (b) above) and, to the extent such failure or default described in subsection (c) is susceptible of being cured, the continuance of such failure or default for thirty (30) days after written notice thereof from Assignee to Assignor; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Assignor commences to cure such default promptly after receipt of notice thereof from Assignee, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional ninety (90) days. Any Event of Default hereunder shall be deemed an Event of Default under each of the other Loan Documents, entitling Assignee to exercise any or all rights and remedies available to Assignee under the terms hereof or of any or all of the other Loan Documents, and any Event of Default under any other Loan Document shall be deemed an Event of Default hereunder, entitling Assignee to exercise any or all rights provided for herein.

13. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Rents pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.

14. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignor and Assignee.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the Mortgage shall be released of record, and the release of the Mortgage shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

17. In case of a conflict between any provision of this Assignment and any provision of any of the other Loan Documents, such provision shall be construed as to give Assignee the maximum benefit in its interpretation and construction.



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18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Loan Agreement.

19. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules. It is the intent of the parties hereto that the provisions of Section 5-1401 of the General Obligations Law of the State of New York apply to this Assignment. Accordingly, in all respects, including, without limitation, matters of construction, validity, enforceability and performance, this Assignment and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State, and any applicable law of the United States of America, except that at all times the provisions for the creation, perfection and enforcement of the security interests created pursuant thereto and hereunder shall be governed by and construed according to the laws of the state where such Property is located. Except as provided in the immediately preceding sentence, Assignor hereby unconditionally and irrevocably waives, to the fullest extent permitted by law, any claim to assert that the law of any other jurisdiction other than New York governs this Assignment.

20. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

21. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Assignor.

22. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to any and all of the Properties.

23. Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Assignee shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction and without notice to Assignor, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder.

24. Notwithstanding anything to the contrary contained in this Assignment, the liability of Assignor and its officers, directors, general partners, managers, members and principals for the indebtedness secured hereby and for the performance of the other agreements, covenants and obligations contained herein and in the other Loan Documents shall be limited as

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set forth in Section 1.05 of the respective Notes, which Section is incorporated herein by specific reference.

25. Benefit of Rights, Remedies and Waivers. All representations, warranties, indemnities, guarantees, waivers, rights, remedies, and other covenants and agreements in favor of Assignee under this Assignment and the other Loan Documents shall be for the benefit of Assignee, the holder of the A Note and the holder of the B Note and their respective successors and assigns.

26. Servicing Agent. Assignee, Existing Lender and New Lender have authorized The Prudential Insurance Company of America, as servicer, and Prudential Asset Resources, Inc. ("PAR"), as subservicer (PAR, in such capacity, "Servicing Agent") together with their respective successors and assigns to act as servicing agent hereunder and under certain of the other Loan Documents and, in such capacity, to act on behalf of the holder of the A Note and the holder of the B Note hereunder and under such other Loan Documents. Without limiting the foregoing, any rights, powers and remedies of enforcement available to Assignee, and all consents, waivers, approvals and other actions exercised by Assignee, by the terms of the Loan Documents or otherwise, may be exercised by the Servicing Agent and, in doing so, shall be exercised on behalf of the Assignee, the holder of the A Note and the holder of the B Note. Assignor and all third parties (including, but not limited to, any court) may deal directly and exclusively with the Servicing Agent with respect to the matters set forth herein and shall be entitled to rely on any and all acts of and communications by Servicing Agent with respect to the exercise of such rights, remedies and actions and the granting of such consents, waivers and approvals as the acts of the holder of the Assignee, the holder of the A Note and the holder of the B Note, without the right or necessity of making any inquiry of any of the Assignee, the holder of the A Note or the holder of the B Note as to the authority of Servicing Agent, and such acts of Servicing Agent shall bind the Assignee, the holder of the A Note and the holder of the B Note in respect of Assignor and all third parties. The then-existing Servicing Agent may be replaced from time to time by agreement between the holder of the A Note and the holder of the B Note; provided, that so long as the Loan is outstanding, Lender shall appoint a single servicing agent for the purposes set forth herein.


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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

CATELLUS FINANCE 1, L.L.C.,  
a Delaware limited liability company

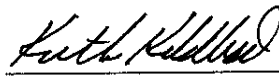
By:   
Name: William M. Lau  
Title: Vice President, Finance and Treasurer

ASSIGNEE:

LASALLE BANK NATIONAL ASSOCIATION,  
F/K/A LASALLE NATIONAL BANK, AS  
TRUSTEE FOR THE REGISTERED HOLDERS  
OF PRUDENTIAL MORTGAGE CAPITAL  
COMPANY I, LLC, COMMERCIAL  
MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 1998-1 FOR THE BENEFIT OF THE  
HOLDER OF THE A NOTE AND THE HOLDER  
OF THE B NOTE

By: The Prudential Insurance Company of  
America, as Servicer

By: Prudential Asset Resources, Inc.,  
as Subservicer

By:   
Name: Keith Kehlbeck  
Title: Vice President

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## CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT

State of California  
County of San Francisco

**\*\*\* OPTIONAL SECTION \*\*\*  
CAPACITY CLAIMED BY  
SIGNER**

On this 1st day of March, 2004, before me,

Through statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

Stephanie Schwab,

personally appeared William M. Lau,

personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

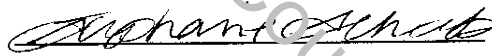
Name, Title of Officer

Name(s) of Signer(s)

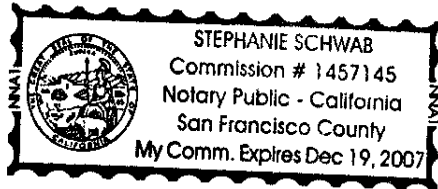
- INDIVIDUAL
- CORPORATE OFFICERS(S)
- PARTNER(S)  LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

WITNESS my hand and official seal.

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)



SIGNATURE OF NOTARY



\*\*\*\*\* OPTIONAL SECTION \*\*\*\*\*

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_  
NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.



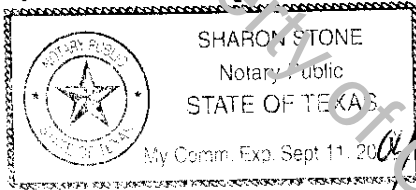
# UNOFFICIAL COPY

STATE OF TEXAS            )  
  )ss.:  
COUNTY OF DALLAS        )

On this 27th of February, 2004, before me, the undersigned officer, personally appeared **KEITH KEHLBECK**, who acknowledged himself to be an officer of member of PRUDENTIAL ASSET RESOURCES, INC., a Delaware corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability corporation by himself as managing member.

In Witness Whereof I have hereunto set my hand and official seal.

My commission expires:



*Sharon Stone*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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## LEGAL DESCRIPTION

THE SOUTH 15 FEET OF LOT 5 AND SUB LOTS 1 AND 2 OF LOT 8 AND ALL OF LOT 9 IN BLOCK 5 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLNOIS.

Tax No.: 17-05-105-013

Commonly known as: 224 S. Michigan Ave., Chicago, IL

(B-67)  
(Catellus Reference # IL0311251)  
(First American Title # CC128712)

Property of Cook County Clerk's Office

First American Title  
Order #

# UNOFFICIAL COPY

## Schedule 1 to Assignment of Leases and Rents Cook County, Illinois

That certain Assignment of Leases and Rents dated as of October 26, 1998, executed by Catellus Finance 1, L.L.C., as Assignor, and Prudential Mortgage Capital Company, Inc., as Assignee, and recorded on October 26, 1998, as Document Number 98972264 in the Official Records of Cook County, Illinois, which was subsequently assigned to Prudential Mortgage Capital Funding, LLC by instrument recorded on October 28, 1998, as Document Number 98972266 in the Official Records of Cook County, Illinois, and further assigned to LaSalle Bank National Association by instrument recorded on October 6, 1999, as Document Number 99947322 in the Official Records of Cook County, Illinois, as the same may be further assigned, amended or modified from time to time.