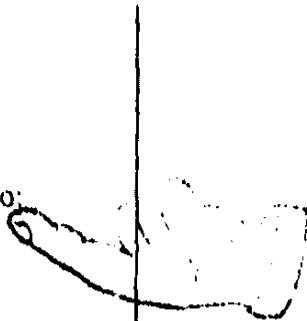


Prepared by and  
when Recorded Mail to:  
Steven N. Zaris  
Chapman and Cutler  
111 West Monroe  
Chicago, Illinois 60603



SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE ONLY

ENTERPRISE DRIVE, L.L.C.  
(Borrower)

and

PRUDENTIAL SECURITIES CREDIT CORPORATION  
(Lender)

FIRST AMENDMENT TO MORTGAGE AND  
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT AMENDS AND  
SUPPLEMENTS THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT DATED AS OF  
NOVEMBER 12, 1997 AND RECORDED ON NOVEMBER 19, 1997 AS DOCUMENT  
NUMBER 97887995 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS.

Dated: February 12, 1998

Location: 2245 Enterprise Drive  
Westchester, Illinois

712139.01.05  
1400823/OWB  
2/9/98

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
30 N. LA SALE  
CHICAGO, IL 60602

H465-1112, 1119

Property of Cook County Clerk's Office

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (the "Amendment") is made as of the 12<sup>th</sup> day of February, 1998, by ENTERPRISE DRIVE, L.L.C., a Delaware Limited Liability Company, having its principal place of business at 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601, as mortgagor ("*Borrower*") and to PRUDENTIAL SECURITIES CREDIT CORPORATION, having an address at One New York Plaza, 18th Floor, New York, New York 10292, as mortgagee, together with its successors and assigns ("*Lender*"). All terms used herein and not defined herein shall have the same meanings assigned to them in the hereinafter defined Mortgage.

#### RECITALS:

Borrower by its and its co-makers' Promissory Note dated November 12, 1997 given to Lender is indebted to Lender in the principal sum of FIFTY SIX MILLION AND 00/100 DOLLARS (\$56,000,000) in lawful money of the United States of America (the note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "*Note*"), with interest from the date of disbursement of the proceeds thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note and due and payable in full on February 15, 2005.

Borrower has executed and delivered to secure the payment of the Debt and the performance of all of its obligations under the Note and the Other Obligations that certain Mortgage and Security Agreement dated as of November 12, 1997 and recorded November 19, 1997 as Document Number 97887995 in the Office of the Recorder of Cook County, Illinois (the "*Mortgage*"), mortgaging the real property described on Exhibit A attached hereto and made a part hereof (the "*Land*").

Borrower desires to deed a certain portion of the Land which portion is described on Exhibit I attached hereto and made a part hereof (the "*Released Property*") to Dover Westchester, L.L.C. in exchange for certain adjoining property which will be added to the Land pursuant to that certain Declaration and Agreement Regarding Lot Line Adjustment dated November 17, 1997 and recorded November 19, 1997 as Document Number 97887993 described on Exhibit II attached hereto and made a part hereof (the "*Additional Property*").

Notwithstanding Section 8.1 of the Mortgage, Borrower and Lender wish to amend the Mortgage to release the Released Property from the lien of the Mortgage and to subject the Additional Property to the lien of the Mortgage subject to the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

**ARTICLE 1  
AMENDMENT**

1. The Mortgage is hereby amended by (i) deleting from the legal description in Exhibit A thereto the property described in Exhibit I hereto, and (ii) adding to the legal description in Exhibit A thereto and subjecting to the lien and security interest of the Mortgage in favor of Lender, which lien and security interest Borrower hereby grants to Lender on the property described in Exhibit II hereto for all purposes thereunder and as fully as if described in the Mortgage as of the date hereof.

2. Borrower hereby represents and warrants to Lender that as of the date hereof each of the representations and warranties set forth in the Mortgage as supplemented hereby are true and correct, including, without limitation, with respect to the Additional Property, and that no Event of Default has occurred and is continuing or shall result after giving effect to this Amendment. Borrower hereby repeats and reaffirms all covenants and agreements contained in the Mortgage. Borrower repeats and reaffirms its covenant that all the indebtedness secured by the Mortgage as supplemented hereby will be promptly paid as and when the same becomes due and payable.

**ARTICLE 2  
MISCELLANEOUS**

1. All of the provisions, stipulations, powers and covenants contained in the Mortgage, including without limitation, the granting clauses thereof, shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby.

2. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each of which when so executed shall be an original but all of which to constitute one and the same instrument.

3. No reference to this Amendment need be made in any note, instrument or other document making reference to the Mortgage, any reference to the Mortgage in any of such to be deemed to be a reference to the Mortgage as modified hereby.

4. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, this Amendment has been executed by Borrower and Lender the day and year first above written.

ENTERPRISE DRIVE, L.L.C.

By: Prime Group Realty, L.P., as  
Administrative Member

By: Prime Group Realty Trust, as  
Managing General Partner

By *[Signature]*  
Its SV

PRUDENTIAL SECURITIES CREDIT  
CORPORATION

By \_\_\_\_\_  
Its \_\_\_\_\_

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, this Amendment has been executed by Borrower and Lender the day and year first above written.

ENTERPRISE DRIVE, L.L.C.

By: Prime Group Realty, L.P., as  
Administrative Member

By: Prime Group Realty Trust, as  
Managing General Partner

By \_\_\_\_\_  
Its \_\_\_\_\_

PRUDENTIAL SECURITIES CREDIT  
CORPORATION

By Pete Hansen, President  
Its P.S.C.

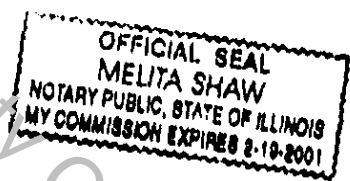
Property of Cook County Clerk's Office

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I HEREBY CERTIFY that on this 20<sup>th</sup> day of ~~November~~ <sup>February</sup> 1998, before me, a Notary Public for the state and county aforesaid, personally appeared ABRAHAM ALSCHE known to me or satisfactory proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Sedice V.P. of Prime Group Realty Trust, as Managing General Partner of Prime Group Realty, L.P., as Administrative Member of Enterprise Drive, L.L.C., that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

Melita Shaw  
Notary Public



Property of Cook County Clerk's Office

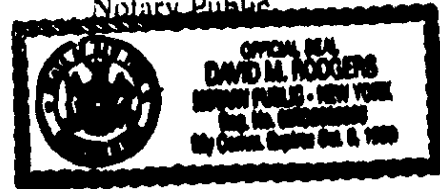
STATE OF New York )  
 ) SS  
COUNTY OF New York )

*Per the instrument in hand*

I HEREBY CERTIFY that on this 12<sup>th</sup> day of February, 1978, before me, a Notary Public for the state and county aforesaid, personally appeared \_\_\_\_\_ known to me or satisfactory proven to be the same person whose name is subscribed to the foregoing instrument, who acknowledged that he is the V.P. of Prudential Securities Credit Corporation, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal the day and year first above written.

David M. Rodgers  
Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

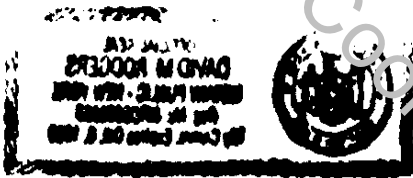




EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Enterprise Centre Subdivision, being a subdivision of part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Identification Numbers: 15-30-205-001

Property Address: 2205-2255 Enterprise Drive  
Westchester, Illinois

Property of Cook County Clerk's Office

**EXHIBIT**

**THE SOUTHERLY 75.50 FEET OF LOT 1 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 NUMBER 89357915, IN COOK COUNTY, ILLINOIS, CONTAINING  
12,306 SQUARE FEET MORE OR LESS.**

Commonly known as Enterprise CENTRE  
Enterprise Drive  
Westchester, Illinois

PIN: 15-30-205-002

**EXHIBIT II**

**PARCEL 1**

**THE NORTHERLY 32.50 FEET OF THE WESTERLY 217.00 FEET OF LOT 2 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 NUMBER 89357915, IN COOK COUNTY, ILLINOIS.**

**PARCEL 2**

**THE NORTHERLY 32.50 FEET OF THE EASTERLY 205.83 FEET (AS MEASURED ALONG THE NORTHERLY LINE) OF LOT 2 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 NUMBER 89357915, IN COOK COUNTY, ILLINOIS.**

Commonly known as      Enterprise CENTRE  
Enterprise Drive  
Westchester, Illinois

PIN: 15-30-205-002