

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 ASSIGNMENT OF
LEASES AND RENTS

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS AMENDS AND
SUPPLEMENTS THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS DATED AS OF
NOVEMBER 12, 1997 AND RECORDED ON NOVEMBER 19, 1997 AS DOCUMENT
NUMBER 97887996 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS.

Dated: February 12, 1998

Location: 2245 Enterprise Drive
Westchester, Illinois

714181.01.02
1460823/DWB
2/9/98

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
30 W. WASHINGTON ST. SUITE 1500 CHICAGO
CHICAGO, IL 60602

4455-1112, 11-9

Property of Cook County Clerk's Office

THIS FIRST AMENDMENT TO ASSIGNMENT OF LEASES AND RENTS (the "Amendment") is made as of the 12th 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 assignor ("*Borrower*") and to PRUDENTIAL SECURITIES CREDIT CORPORATION, having an address at One New York Plaza, 18th Floor, New York, New York 10292, as assignee, 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 Assignment.

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, *inter alia*, that certain Assignment of Leases and Rents dated as of November 12, 1997 and recorded November 19, 1997 as Document Number 97887996 in the Office of the Recorder of Cook County, Illinois (the "*Assignment*"), relating to the real property described on Exhibit A attached hereto and made a part hereof (the "*Property*").

Borrower desires to deed a certain portion of the Property 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 Property 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*").

Borrower and Lender wish to amend the Assignment to release the Released Property from the assignment and grant of the Assignment and to subject the Additional Property to the assignment and grant of the Assignment 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 Assignment 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 assignment and grant of the Assignment in favor of Lender, which assignment and grant 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 Assignment 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 Assignment 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 Assignment. Borrower repeats and reaffirms its covenant that all the indebtedness secured by the Assignment 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 Assignment, 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 Assignment, any reference to the Assignment in any of such to be deemed to be a reference to the Assignment as modified hereby.

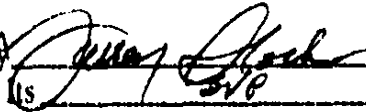
4. This instrument shall be construed and governed by and in accordance with the laws of the State of Illinois.

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 
Its _____

PRUDENTIAL SECURITIES CREDIT
CORPORATION

By _____
Its _____

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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 Hammond
Its V.P.

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I HEREBY CERTIFY that on this ~~20th~~ ^{February, 1998,} day of ~~November, 1997,~~ before me, a Notary Public for the state and county aforesaid, personally appeared ABRAHAM ALTSCHER 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 Senior 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



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

Peter Williams, Inc. Sec

I HEREBY CERTIFY that on this 11th day of February, 1948, 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



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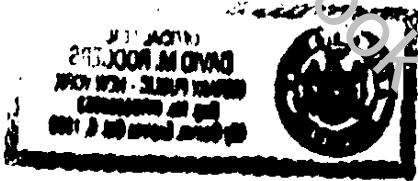


EXHIBIT A

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

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EXHIBIT I

**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