

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

SECOND AMENDMENT TO LOAN DOCUMENTS

99 APR -8 AM 10:30

99028971
SECOND AMENDMENT TO LOAN DOCUMENTS (this "Amendment")
is made as of this 23rd day of March, 1999 by and between LASALLE NATIONAL BANK (the
"Lender") and 475 SUPERIOR AVENUE, L.L.C. (the "Mortgagor").

RECITALS:

1. Lender, Prime Group Realty Limited Partnership (the "Borrower"), and Prime Group Realty Trust (the "Company") have previously executed and delivered a loan agreement dated January 28, 1998, as amended by an Amended and Restated Loan Agreement dated as of October 1, 1998 (the "Amended and Restated Loan Agreement"), setting forth the terms and conditions of a revolving line of credit in favor of Borrower (the "Loan").

2. Borrower has previously executed and delivered to Lender a certain Revolving Loan Note dated January 28, 1998, as amended by a Note Modification Agreement dated as of October 1, 1998 (the "Modified Note"), in the principal face amount of \$15,000,000, payable to the order of Lender, and evidencing the Loan.

3. To secure Mortgagor's obligations as a Guarantor under that certain Guaranty of Payment and Performance dated January 28, 1998, as modified pursuant to that certain First Amendment to Guaranty dated February 17, 1998, as further modified by that certain Release and Reaffirmation of Guaranty dated as of October 1, 1998, and as further modified by that certain Second Reaffirmation of Guaranty and Addition of Guarantor Subsidiaries dated of even date herewith (the "Guaranty"), and in consideration of the Loan made to Borrower, Mortgagor has previously executed and delivered to Lender the following documents, each dated January 28, 1998 and amended by that certain First Amendment to Loan Documents dated as of October 1, 1998 and recorded in the real property records of Lake County, Indiana as Document Number 98093313:

(a) that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement, executed and delivered by the Mortgagor, recorded in the real property records of Lake County, Indiana as Document Number 98006633 and encumbering certain real property described therein, and as described on Exhibit A hereto (the "Mortgage");

(b) that certain Assignment of Leases and Rents, executed and delivered by the Mortgagor, recorded in the real property records of Lake County, Indiana as Document Number 98006634 and encumbering certain real property described therein, and as described in Exhibit A hereto (the "Assignment");

(c) that certain Security Agreement executed and delivered by Mortgagor encumbering certain collateral described therein (the "Security Agreement").

4. The Mortgage, Assignment, and Security Agreement, as amended, are referred to herein collectively as the "Loan Documents".

This instrument originally was recorded on March 26, 1999 as Instrument No. 99027874 and is re-recorded hereby in order to substitute a new signature and acknowledgment on behalf of Mortgagor.

64042
LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

2800
400

5. The Lender, the Borrower, and the Company have amended and restated the Amended and Restated Loan Agreement pursuant to that certain Second Amended and Restated Loan Agreement dated of even date herewith (the "Second Amended and Restated Loan Agreement").

6. The Lender and the Borrower have modified the Modified Note pursuant to that certain Second Note Modification Agreement dated of even date herewith (the "Second Note Modification Agreement").

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and Mortgagor agree as follows:

A. Amendment of the Loan Documents

The Loan Documents are hereby amended as follows:

- (1) Any and all references in the Loan Documents or any other document executed in connection with the Second Amended and Restated Loan Agreement to the Amended and Restated Loan Agreement shall be deemed to refer to the "Second Amended and Restated Loan Agreement, as may be further amended from time to time."
- (2) Any and all references in the Loan Documents or any other document executed in connection with the Modified Note shall be deemed to refer to the Modified Note "as modified by the Second Note Modification Agreement and as may be further modified from time to time."

B. Priority. Nothing contained herein shall in any manner affect or impair the lien of the Mortgage, Assignment, and Security Agreement as to the indebtedness secured thereby or the priority thereof, prior to giving effect to this Amendment, nor affect any other security held by Lender to secure repayment or performance of the obligations referred to herein.

C. Full Force and Effect. All of the provisions, rights, powers, and remedies contained in the Loan Documents shall stand and shall remain unchanged and in full force and effect, except to the extent specifically amended hereby.

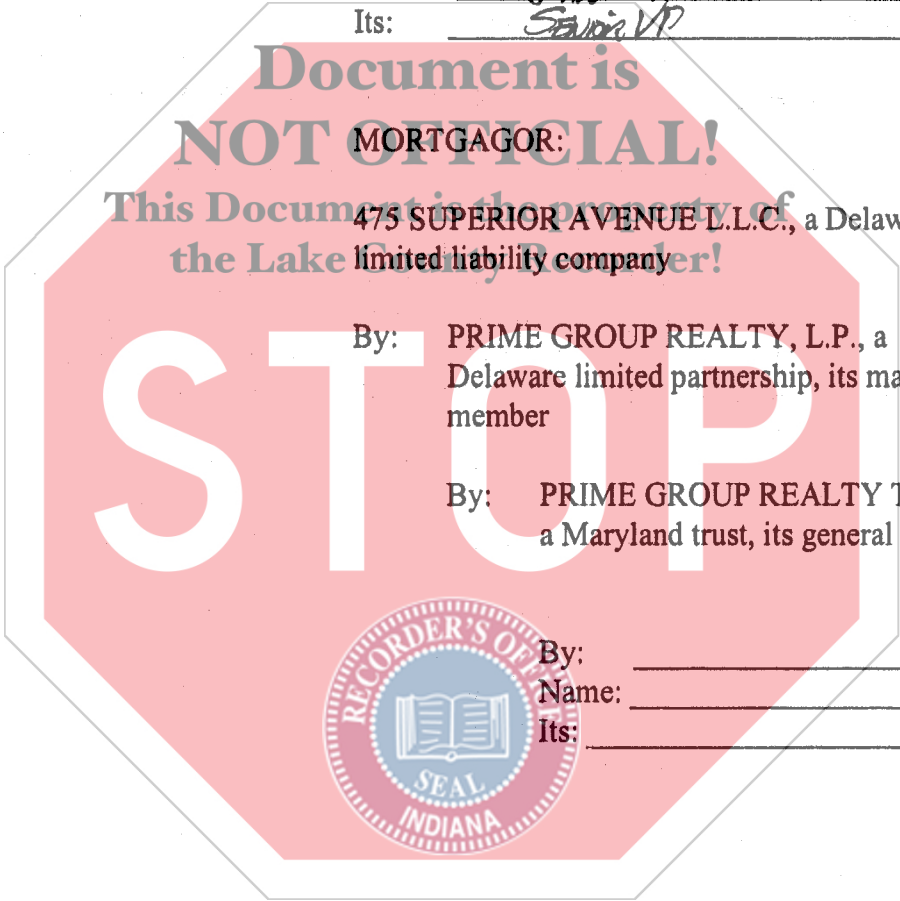
D. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

LENDER:

LASALLE NATIONAL BANK, a national banking association

By: _____
Name: John C. Heil
Its: Senior VP



Document is

NOT OFFICIAL!

MORTGAGOR:

This Document is the property of
475 SUPERIOR AVENUE L.L.C., a Delaware
the Lake County Recorder! limited liability company

By: PRIME GROUP REALTY, L.P., a
Delaware limited partnership, its managing
member

By: PRIME GROUP REALTY TRUST,
a Maryland trust, its general partner



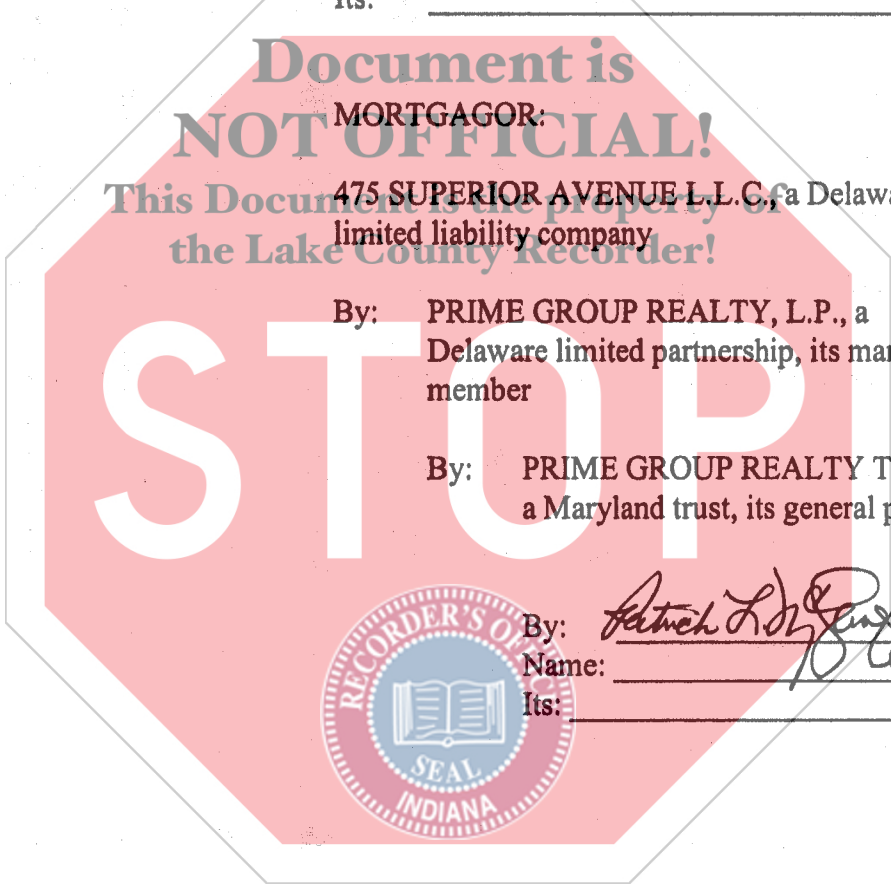
By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

LENDER:

LASALLE NATIONAL BANK, a national banking association

By: _____
Name: _____
Its: _____



MORTGAGOR:

475 SUPERIOR AVENUE L.L.C. a Delaware limited liability company

By: PRIME GROUP REALTY, L.P., a Delaware limited partnership, its managing member

By: PRIME GROUP REALTY TRUST, a Maryland trust, its general partner



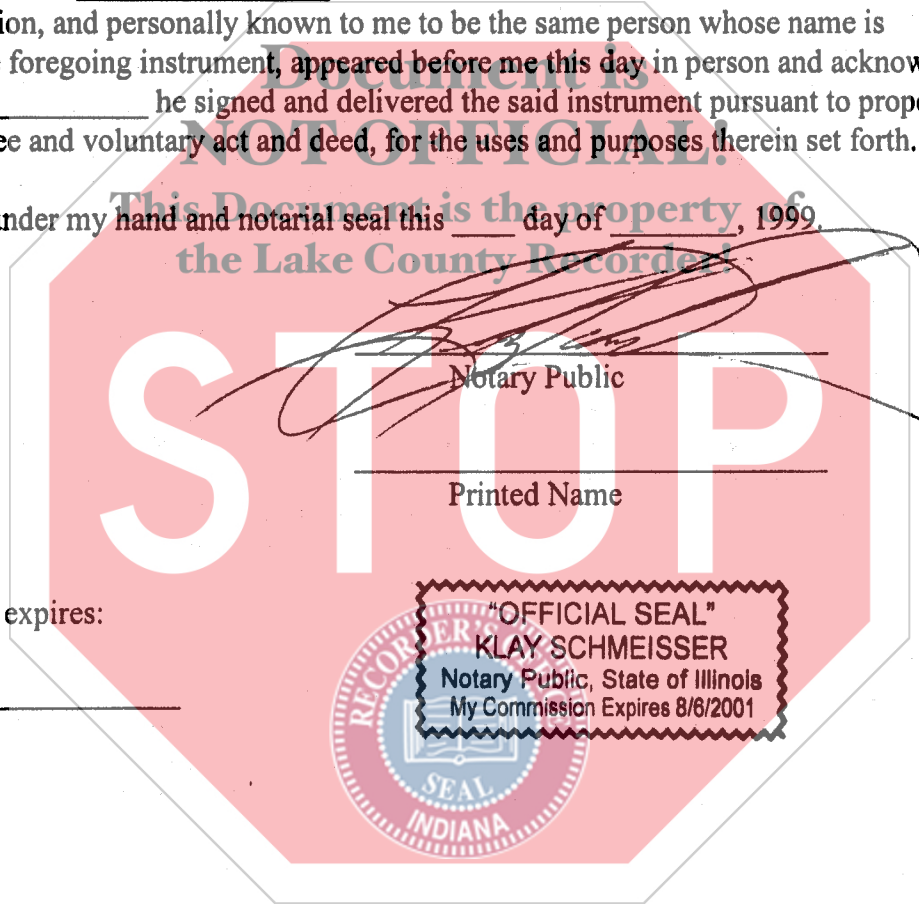
By: [Signature]
Name: _____
Its: _____

Lender Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KLAY SCHMEISSER, a notary public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY THAT JOHN HEIN, personally
known to me to be the SVP of LASALLE NATIONAL BANK, 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
that as such _____ he signed and delivered the said instrument pursuant to proper
authority, as a free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1999.



My Commission expires:

Mortgagor Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Alice L. Thomas, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK L. MCGAUGHEY, personally known to me to be the V.P.'s TRUST of PRIME GROUP REALTY TRUST, a Maryland trust and the General Partner of PRIME GROUP REALTY, L.P., a Delaware limited partnership and the managing member of 475 SUPERIOR AVENUE, 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 that as such he signed and delivered the said instrument pursuant to proper authority, as a free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of March, 1999.



Alice L. Thomas
Notary Public
Alice L. Thomas
Printed Name

My Commission expires:

7/20/2002

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

Andrew F. Lampert
JENNER & BLOCK
One IBM Plaza
Chicago, IL 60611

EXHIBIT A

Legal Description

**Lots 1 and 2, Midwest Central Business Park, Unit 4, to the Town of
Munster, as shown in Plat Book 64, Page 22, Lake County, Indiana**

**Common Address: 475 Superior Avenue
Munster, Indiana**

Key Numbers: 28-517-1 and 28-517-2

