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CASE 04047

FIFTH AMENDMENT TO LOAN DOCUMENTS

THIS FIFTH AMENDMENT TO LOAN DOCUMENTS (this "Amendment") is made as of this 31st day of January, 2000 by and between LASALLE BANK NATIONAL ASSOCIATION (formerly known as 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, as further amended by a Second Amended and Restated Loan Agreement dated as of March 23, 1999, as further amended by an Amendment to Second Amended and Restated Loan Agreement dated as of June 30, 1999, and as further amended by a Second Amendment to Second Amended and Restated Loan Agreement dated as of November 5, 1999 (the "Second Amended 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 modified by a Note Modification Agreement dated as of October 1, 1998, as further modified by a Second Note Modification Agreement dated as of March 23, 1999, as further modified by a Third Note Modification Agreement dated as of June 30, 1999, and as further modified by a Fourth Note Modification Agreement dated as of November 5, 1999 (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, as further modified by that certain Second Reaffirmation of Guaranty and Addition of Guarantor Subsidiaries dated as of March 23, 1999, as further modified by that certain Third Reaffirmation of Guaranty dated as of June 30, 1999, as further modified by that certain Fourth Reaffirmation and Partial Release of Guaranty dated as of November 5, 1999, and as further modified by that certain Fifth Reaffirmation of Guaranty 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, as 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, as further amended by that certain Second Amendment to Loan Documents dated as of March 23, 1999 and recorded in the real property records of Lake County, Indiana as Document Number 99029971, as further amended by that certain Third Amendment to Loan Documents dated as of June 30, 1999 and recorded in the real property records of Lake County, Indiana as Document Number 99057426, and as further amended by that certain Fourth Amendment to Loan Documents dated as of November 5, 1999 and recorded in the real property records of Lake County, Indiana as Document Number 99093349:

(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".

5. The Lender, the Borrower, and the Company have amended the Second Amended Loan Agreement pursuant to that certain Third Amendment to Second Amended and Restated Loan Agreement dated of even date herewith (the "Third Amendment to Second Amended and Restated Loan Agreement"); the Second Amended Loan Agreement, as amended by the Third Amendment to Second Amended and Restated Loan Agreement, is hereinafter referred to as the "Third Amended Loan Agreement").

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

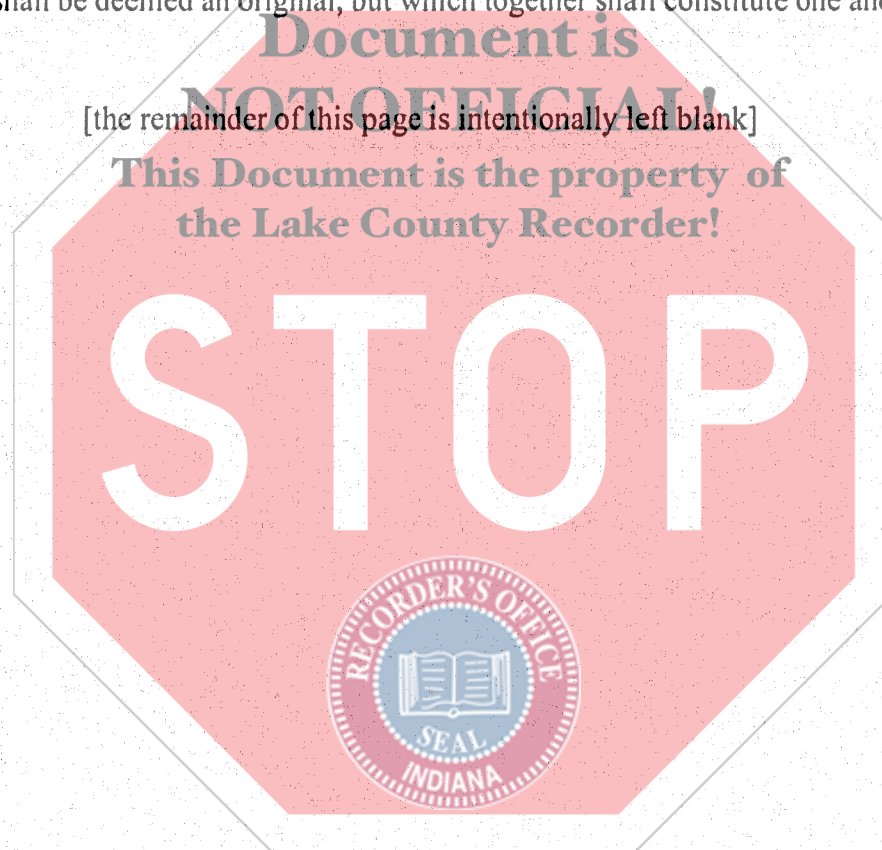
(1) Any and all references in the Loan Documents or any other document executed in connection with the Third Amended Loan Agreement to the Second Amended Loan Agreement shall be deemed to refer to the "Third Amended Loan Agreement, as may be further amended from time to time."

(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 Fifth 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 BANK NATIONAL ASSOCIATION

By: *James J. Peter*
Name: James J. Peter
Its: Commercial Banking Officer

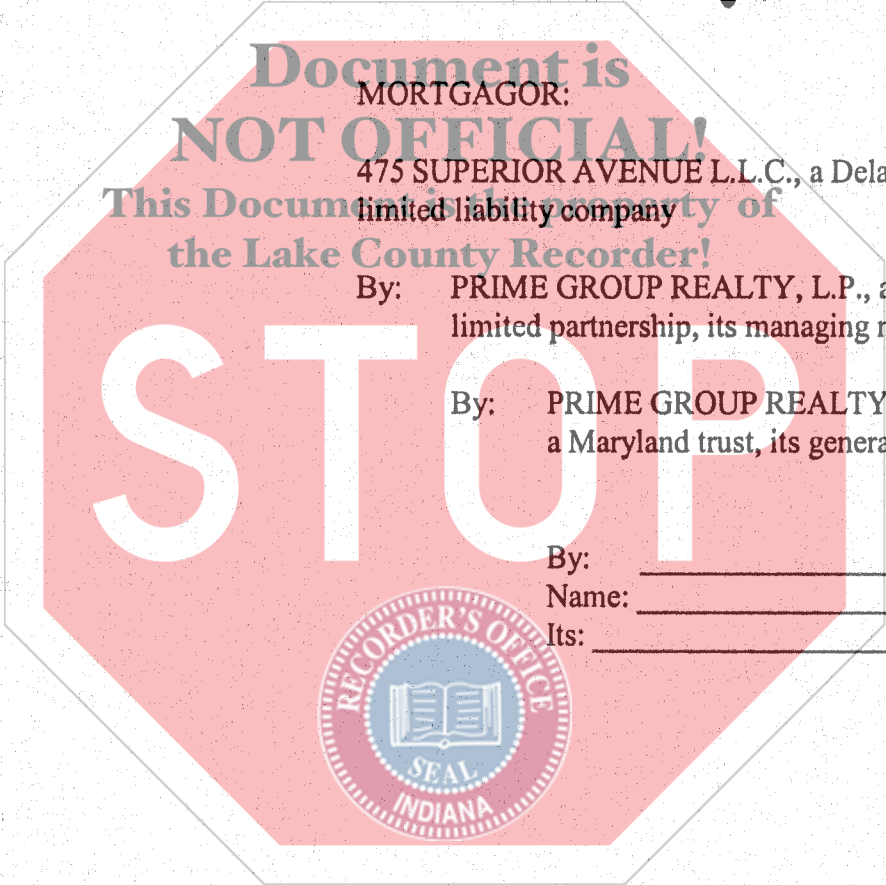
MORTGAGOR:

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: _____
Name: _____
Its: _____



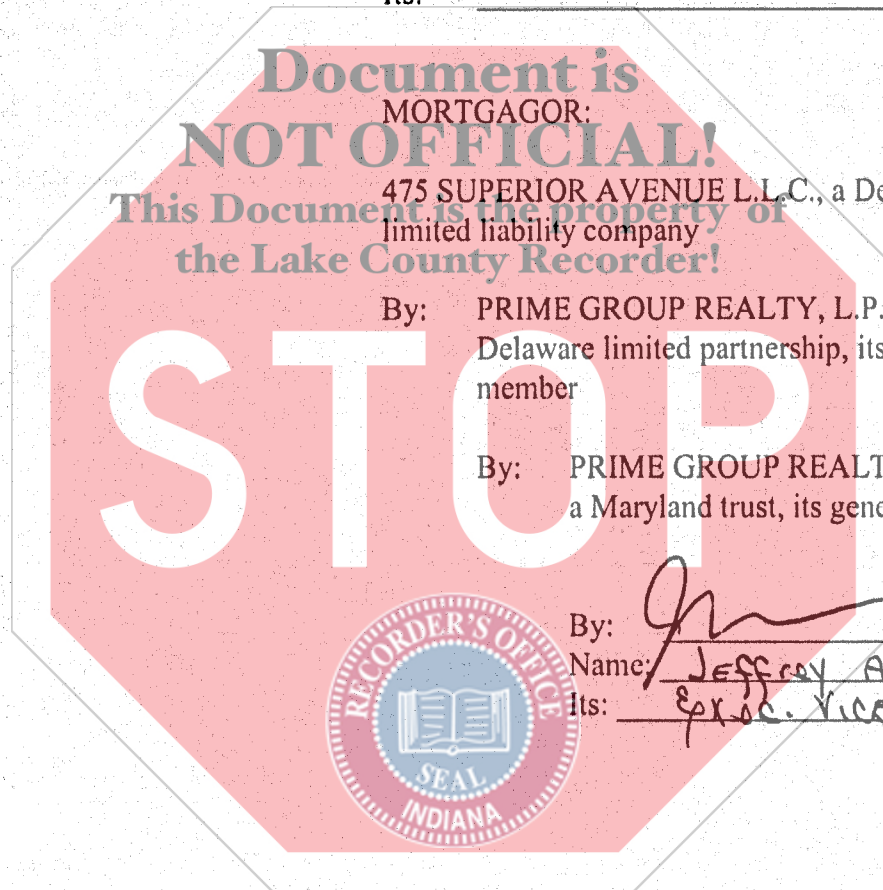
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IN WITNESS WHEREOF, this Amendment has been duly executed effective as of the date first written above.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

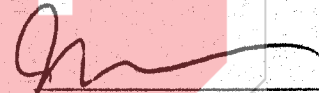
By: _____
Name: _____
Its: _____



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: 
Name: Jeffrey A. Patterson
Its: Exec. Vice President

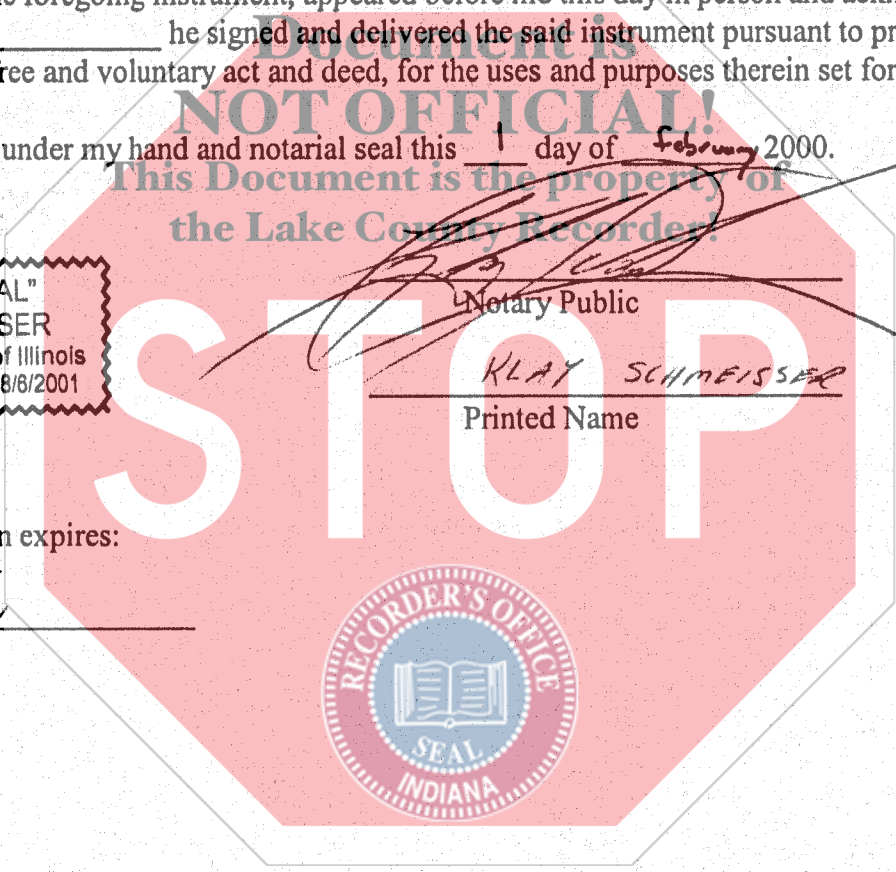
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Klay Schmeisser, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jay Palmer, personally known to me to be the 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 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 1 day of February 2000.

"OFFICIAL SEAL"
KLAY SCHMEISSER
Notary Public, State of Illinois
My Commission Expires 8/8/2001



My Commission expires:

8/6/01

Mortgagor Acknowledgment

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Melita Shaw, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jeffrey A. Patterson, personally known to me to be the Exec. Vice President 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 Exec. Vice President 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.

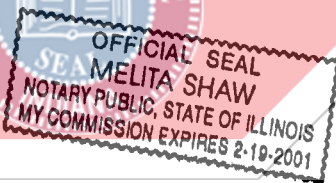
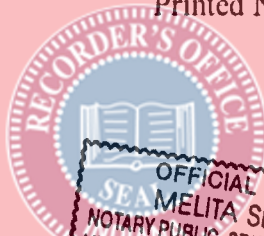
GIVEN under my hand and notarial seal this 14th day of Feb., 2000.

Melita Shaw
Notary Public

Melita SHAW
Printed Name

My Commission expires:

2-19-2001



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

