

This document prepared by:

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After recording return to:

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Chicago, Illinois 60601

Address of the Property:

122 South Michigan  
Chicago, Illinois 60604

PIN: 17-15-103-008-0000

**TERMINATION OF MEMORANDUM OF AGREEMENT**

This Termination of Memorandum of Agreement (this "Termination Memorandum"), made and entered into as of the 29 day of July, 1999, by and between MICHIGAN-ADAMS, L.L.C., a Delaware limited liability company ("Michigan-Adams"), and NATIONAL-LOUIS UNIVERSITY, an Illinois not-for-profit corporation ("National-Louis").

**WITNESSETH**

WHEREAS, Michigan-Adams and National-Louis entered into a certain Agreement of Sale and Purchase (the "Sale Agreement") dated as of April 1, 1999, for the sale of certain portions of the real property (the "Project Site") described on Exhibit A attached hereto and made a part hereof and the building and other improvements located thereon (the "Building").

WHEREAS, pursuant to the Sale Agreement, such portion of the Project Site and the Building were conveyed to National-Louis and contemporaneously therewith Michigan-Adams and National-Louis entered into a Memorandum of Agreement dated April 19, 1999, which described certain post-closing obligations relating to title matters, as more particularly described therein (the "Memorandum").

WHEREAS, the Memorandum was recorded on April 22, 1999 as document number 99386484.

WHEREAS, the Post-Closing Division Work (as defined in the Memorandum) has been completed and, therefore, Michigan-Adams and National-Louis desire to record a termination and release of the Memorandum.

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**BOX 333-CTI**

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent as follows:

1. Definitions. All terms not defined herein shall have the meanings ascribed to such terms in the Memorandum.
2. Post-Closing Division Work. Michigan-Adams and National-Louis have completed the Post-Closing Division Work and, therefore, the Memorandum is hereby terminated and released.
3. Applicable Law. This Termination Memorandum has been prepared in the State of Illinois and shall be governed in all respects by the laws of the State of Illinois.
4. Incorporation by Reference. All the other terms, covenants, agreements, provisions and articles contained in the Sale Agreement, executed copies of which have been delivered by each party hereto to the other, are, by this reference, made a part hereof the same as though fully rewritten herein. The purpose of this instrument is to evidence of record the completion of the Post-Closing Division Work. Third parties are hereby put on notice of the completion of Post-Closing Division Work.
5. Counterparts. To facilitate execution of this Termination Memorandum, this Termination Memorandum may be executed in multiple counterparts, each of which, when assembled to include an original signature for each party contemplated to sign this Termination Memorandum, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single Termination Memorandum

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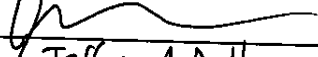
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IN WITNESS WHEREOF, Michigan-Adams and National-Louis have caused this Termination Memorandum to be executed and delivered as of the day and year first above written.


**MICHIGAN-ADAMS, L.L.C.,**  
a Delaware limited liability company

By: Prime Group Realty, L.P., a Delaware limited partnership, its Administrative Member

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By:   
Name: Jeffrey A. Patten  
Title: Executive Vice President

**NATIONAL-LOUIS UNIVERSITY,**  
an Illinois not-for-profit corporation

By:   
Name: Kerry J. Kopera  
Title: Vice President for  
Financial Services

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Melita Shaw, a Notary Public in and for the County and State aforesaid, do hereby certify to the following: that Jeffrey A. Patterson, as Executive Vice President of MICHIGAN-ADAMS, L.L.C., a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive V.P. of such limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as such Executive V.P. and as the free and voluntary acts of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of August, 1999.

of the Managing General  
Partner of the Administrative  
Member

Melita Shaw  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

2-19-2001



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STATE OF Ill. )  
COUNTY OF Cook ) SS.

I, Karon Thompson, a Notary Public in and for the County and State aforesaid, do hereby certify to the following: that Kemp Kopra, as V.P. Fin. Serv. of NATIONAL-LOUIS UNIVERSITY, an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such V.P. Fin. Serv. of such corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as such V.P. Fin. Serv. and as the free and voluntary acts of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of July, 1999.

Karon Thompson  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:

7/11/03



EXHIBIT A

Legal Description

PARCEL 1:

THE SOUTH 1/2 OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY) ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT FROM THE CHURCH FEDERATION OF GREATER CHICAGO TO THE PEOPLES GAS LIGHT AND COKE COMPANY DATED MAY 30, 1972 AND RECORDED JUNE 13, 1972 AS DOCUMENT 21937644 TO CONSTRUCT, RECONSTRUCT, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A GAS MAIN OR PIPES AND SUCH DRIPS, VALVES, FITTINGS, METERS AND OTHER EQUIPMENT AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATION, OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 8 FEET 9 1/2 INCHES OF THE NORTH 1/2 OF LOT 5 OF BLOCK 4 OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.