



iDocument Prepared By:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601

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Cook County Recorder of Deeds
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Upon Recording Return To:

M. Christine Graff, Esq.
Winston & Strawn LLP
35 West Wacker
Chicago, Illinois 60601

NCS 203342 cag 1/15 DEC

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT ("Agreement") is made, ^{as of} this 10th day of January, 2006 by and between by and between **PRIME GROUP REALTY, L.P.**, a Delaware limited partnership ("Holder"); **CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to American National Bank and Trust Company of Chicago under Trust No. 40935, established pursuant to a Trust Agreement dated July 26, 1977, and not personally; **CHICAGO TITLE LAND TRUST COMPANY**, as successor trustee to American National Bank and Trust Company of Chicago under Trust No. 5602, established pursuant to a Trust Agreement dated September 27, 1976 and not personally (collectively, "Borrower"); and **CONTINENTAL TOWERS ASSOCIATES-I, L.P.**, an Illinois limited partnership ("Beneficiary").

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WITNESSETH:

WHEREAS, Holder, Borrower and Beneficiary entered into that certain 1998 Agreement (the "1998 Agreement") dated May 14, 1998 in order to induce Connecticut Life Insurance Company ("Senior Lender") to make a \$75,000,000 loan to Borrower.

WHEREAS, the Senior Loan (as defined in the 1998 Agreement) has been paid in full.

WHEREAS, Holder, Borrower and Beneficiary desire to terminate the 1998 Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Effective as of the date hereof (the "Effective Date"), the 1998 Agreement and all of the terms, covenants and conditions therein contained shall be canceled and terminated, whereupon Holder, Borrower and Beneficiary shall thereafter be forever released and discharged from all obligations and liabilities accruing under the 1998 Agreement from and after the Effective Date.

2. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute one and the same agreement.

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3. In the event any term or provision of this Agreement shall be declared invalid, void or unenforceable it shall not effect the validity of any other term and provision hereof, all which shall remain valid, binding and enforceable.

4. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois.

Property of Cook County Clerk's Office

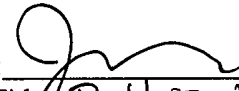
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IN WITNESS WHEREOF, the parties have set their names or caused their names to be set and affixed hereto on the date first above mentioned.

HOLDER:

PRIME GROUP REALTY, L.P.

By: Prime Group Realty Trust, its General Partner

By: 
Title: President and CEO
Jeffrey A. Patterson

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated July 26, 1997 and known as Trust No. 40935

By: _____
Title: _____

CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated September 27, 1976 and known as Trust No. 5602

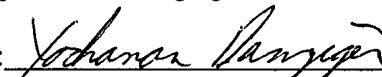
By: _____
Title: _____

BENEFICIARY:

CONTINENTAL TOWERS ASSOCIATES-I, L.P., an Illinois limited partnership

By: CTA General Partner, LLC, a Delaware limited liability company, General Partner

By: CTA Member, Inc., a Delaware corporation, Managing Member

By: 
Yochanan Danziger, President
by Paul G. Del Vecchio, Attorney in Fact

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IN WITNESS WHEREOF, the parties have set their names or caused their names to be set and affixed hereto on the date first above mentioned.

HOLDER:

PRIME GROUP REALTY, L.P.

By: Prime Group Realty Trust, its General Partner

By: _____
Title: _____

BORROWER:

CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated July 26, 1997 and known as Trust No. 40935

By: *[Signature]*
Title: Trust Officer

CHICAGO TITLE LAND TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated September 27, 1976 and known as Trust No. 5602

By: *[Signature]*
Title: Trust Officer

BENEFICIARY:

CONTINENTAL TOWERS ASSOCIATES-I, L.P., an Illinois limited partnership

By: CTA General Partner, LLC, a Delaware limited liability company, General Partner

By: CTA Member, Inc., a Delaware corporation, Managing Member

By: _____
Yochanen Danziger, President

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

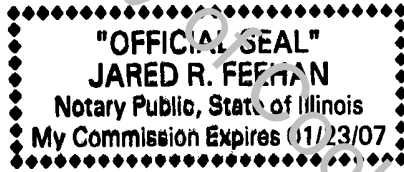
This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Jared R. Feehan, a Notary Public in and for said County in the aforesaid state, do hereby certify that Jeffrey A. Patterson, the President and CEO, of Prime Group Realty Trust, a Maryland real estate investment trust, as managing general partner of **Prime Group Realty, L.P.**, a Delaware limited partnership, who is personally known to me to the same individual whose name is subscribed to the foregoing instrument as such President and CEO, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of January, 2006.



Jared R. Feehan
Notary Public

My Commission Expires: 1/23/07

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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County in the aforesaid state, do hereby certify that Harriet Denisevicz, the Trust Officer, of Chicago Title Land Trust Company, who is personally known to me to the same individual whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of January, 2006.



Patricia P. Alvarez
Notary Public

My Commission Expires: 10/29/08

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jared R. Feehan, a Notary Public in and for said County in the aforesaid state, do hereby certify that Paul G. Del Vecchio as Attorney in Fact of Yochanan Danziger, President of CTA Member, Inc., the managing member of CTA General Partner, LLC, the general partner of **Continental Towers Associates-I, L.P.**, an Illinois limited partnership, who is personally known to me to the same individual whose name is subscribed to the foregoing instrument as such Attorney in Fact, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of January, 2006.



Jared R. Feehan
Notary Public

My Commission Expires: 1/23/07

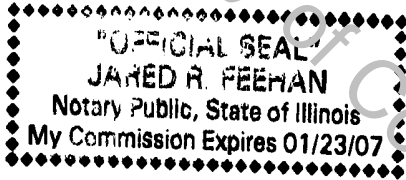
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jared R. Feehan, a Notary Public in and for said County in the aforesaid state, do hereby certify that Paul G. Del Vecchio as Attorney in Fact of Yochanan Danziger, President of CTA Member, Inc., the managing member of CTA General Partner, LLC, the sole member of **Continental Towers, L.L.C.**, a Delaware limited liability company, who is personally known to me to the same individual whose name is subscribed to the foregoing instrument as such Attorney in Fact, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of January, 2006.

Jared R. Feehan
Notary Public



My Commission Expires: 1/23/07

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Exhibit A Legal Description

REAL PROPERTY IN THE CITY OF ROLLING MEADOWS, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 1 AND 2 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88592766, (EXCEPTING THEREFROM THAT PART OF LOT 1 DEDICATED FOR ROADWAY PURPOSES ACCORDING TO PLAT RECORDED DECEMBER 2, 2002, AS DOCUMENT NUMBER 0021325095), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 4, AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED AS OF SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662689 AND AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED AS OF MAY 15, 1980 AND RECORDED JUNE 10, 1980 AS DOCUMENT NUMBER 25482426 UPON, OVER AND UNDER PORTIONS OF LOTS 1 TO 6, INCLUSIVE, IN HEISE'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1977 AS DOCUMENT 24119807 AND ALSO OVER, UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENT NUMBERS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL, WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190.0 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 4, AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED AS OF SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NUMBER 24662688 AND AS AMENDED BY AGREEMENT THERETO DATED AS OF NOVEMBER 21, 1979 AND RECORDED DECEMBER 17, 1979 AS DOCUMENT NUMBER 25284791 UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENT NUMBERS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION, RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 3 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88592766, IN COOK COUNTY, ILLINOIS.

Common address: Continental Towers, 1701 Golf Road, Rolling Meadows, Illinois

PINS: 08-16-100-034, 08-16-100-035 and 08-16-100-036

CHI:1644406.2