

Hall

This Document Prepared By
And After Recording Return To

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Prime Group Realty Trust
77 West Wacker Drive
Suite 3900
Chicago, Illinois 60601



Cash Co., Inc.

9902440 NNNT (8) 0742016N

ENVIRONMENTAL RELEASE

This ENVIRONMENTAL RELEASE (the "Environmental Release") is made this 22 day of December, 1999, by NSI ENTERPRISES, INC., a California corporation ("NSI"), on behalf of itself and all of its officers, directors, shareholders, employees, representatives and affiliated entities, successors, assigns and all future owners and holders of any interest in the property (the "Property") located at 455 Academy Drive, Northbrook, Illinois as legally described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Releasers") in favor and for the benefit of 455 Academy Drive, L.L.C., a Delaware limited liability company ("Seller"), Prime Group Realty, L.P., a Delaware limited partnership ("PGLP"), and Prime Group Realty Trust, a Maryland real estate investment trust ("PGRT"), and any of their respective successors and assigns (Seller, PGLP, PGRT, and their respective successors and assigns are hereinafter collectively referred to as the "Released Parties").

Recitals

A. NSI, as tenant, and Seller, as landlord, are parties to that certain Industrial Building Lease by and between Purchaser and Seller dated July 25, 1975, as amended by that certain First Amendment to Industrial Building Lease dated September 30, 1975, and by that certain Second Amendment to Lease dated June 28, 1991, and by that certain Third Amendment to Lease dated October 9, 1997 (as amended, the "Lease"), pursuant to which NSI has leased the Property from Seller.

B. During the term of the Lease, a release of trichloroethene ("TCE") occurred on the Property along the eastern and southern boundaries of the building presently located on the Property (the "TCE Release"). NSI has enrolled the Property in the Illinois Site Remediation Program, as administered by the Illinois Environmental Protection Agency ("IEPA"), to address the TCE Release according to applicable law.

C. NSI desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser on the terms and conditions set forth in a separate agreement between Seller and NSI. In connection with such purchase and sale, NSI has agreed to execute and record this Environmental Release to release the Released Parties as set forth below and to cause notice of the TCE Release to

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exist in the real property records until such time as the IEPA may issue, and NSI shall cause to be recorded, a No Further Remediation Letter ("NFR") covering the TCE Release.

NOW, THEREFORE, for ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by NSI, NSI, on behalf of itself and the Releasors, hereby expressly waives and relinquishes any and all rights, claims and remedies any or all of the Releasors may now or hereafter have against the Released Parties, whether known or unknown, contingent or not contingent, which may arise from or be related to the presence or existence of TCE as of the effective date of this Environmental Release on, under or about the Property or which may have migrated on or under adjacent properties, in each case related to the TCE Release, or which may arise from or be related to any other matter that is covered by the NFR, including without limitation any and all rights and remedies NSI or the Releasors may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, and any similar state, local or federal environmental law, rule or regulation. The foregoing waiver and release shall survive the recording of the deed conveying title of the Property from Seller to NSI and is intended to run with the land and be binding upon all of Releasors' successors and assigns and future interest holders in the Property until such time as this Environmental Release terminates under the following paragraph.

This Environmental Release shall terminate and be of no further force or effect at such time as the IEPA may issue, and NSI shall cause to be recorded, an NFR, whether conditional or unconditional, covering the TCE Release. Such termination shall be automatic and shall constitute a complete termination and release of all terms, conditions, waivers and releases set forth in this Environmental Release regardless of whether the Termination of Environmental Release described in the following sentence is recorded. At such time as the NFR may be recorded, NSI and Seller shall cause the fully executed Termination of Environmental Release held in escrow pursuant to a separate escrow agreement between Seller and NSI to be recorded to provide public notice in the real property records of the termination and release of record of this Environmental Release.

[signature on following page]

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IN WITNESS WHEREOF, this Environmental Release has been executed as of the day first set forth above.

NSI ENTERPRISES, INC., a California corporation,
on behalf of itself and the other Releasors

By: [Signature]
James S. Balloun, Chairman, President & CEO

BRt

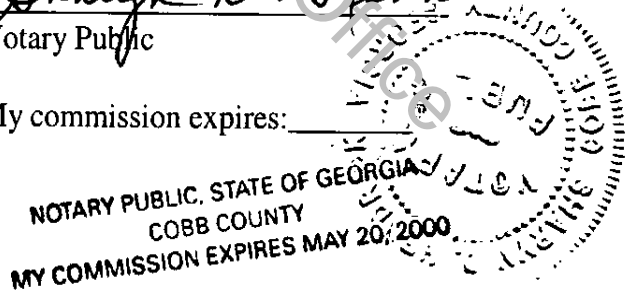
STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, Sharyn D. Hendrick, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 22nd day of December, 1999, personally appeared before me James Balloun the Chairman, Pres. & of NSI Enterprises, Inc., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the (See above) of said corporation, and that he signed and delivered the same in behalf of said corporation., with authority, as his/her and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

[Signature]
Notary Public

My commission expires: _____



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EXHIBIT A

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LEGAL DESCRIPTION

LOT 9 IN THE RESUBDIVISION OF PART OF LOT 4 IN BLOCK 3 IN THE FIRST RESUBDIVISION OF SKY HARBOR INDUSTRIAL PARK, UNIT NO. 1 IN THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, JUNE 27, 1973, AS DOCUMENT 22377699 IN COOK COUNTY, ILLINOIS

PIN 04-05-400-018

455 Academy Drive

Northbrook, Illinois 60062

Property of Cook County Clerk's Office