

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
6400 Shafer Court, L.L.C.
c/o Prime Group Realty Trust
77 West Wacker Drive, Suite
3900
Chicago, Illinois 60601

Secured Party (Name and address)
Nomura Asset Capital Corporation
Two World Financial Center
Building B
New York, New York 10281

98459105

7831/0147 16 001 Page 1 of 12
1998-06-02 15:14:51
Cook County Recorder 43.50

1. This financing statement covers the following types (or items) of property:
See Exhibit A attached hereto and made a part hereof.

2. (If collateral is crops) The above described crops are growing or are to be grown on:
(Describe Real Estate)

Pin# 12-03-100-015

3. (If applicable) The above goods are to become fixtures on (The above timber is standing on . . .) (The above minerals or the like (including oil and gas) or accounts will be financed at the wellhead or minehead of the well or mine located on . . .) (Strike what is inapplicable) (Describe Real Estate)

ASSIGNEE OF SECURED PARTY

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record)
The name of a record owner is

4. Products of Collateral are also covered.

5 Additional sheets presented. Cook
 Filed with Recorder's Office of _____ County, Illinois.

6400 Shafer Court, L.L.C.
By: (see signature page attached hereto)
Signature of (Debtor) (Secured Party)

(1) FILING OFFICER COPY - ALPHABETICAL

*Signature of Debtor Required in Most Cases.
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

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SIGNATURE PAGE FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.


SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

6400 SHAFER COURT, L.L.C.

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

By: Prime Group Realty Trust, a Maryland real estate investment trust, as managing general partner

By:


Name: Jeffrey A. Patterson

Title: Executive Vice President

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SIGNATURE PAGE FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.

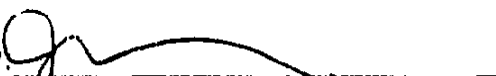
SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

6400 SHAFER COURT, L.L.C.

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

By: Prime Group Realty Trust, a Maryland real estate investment trust, as managing general partner

By:


Name: Jeffrey A. Patterson
Title: Executive Vice President

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COLLATERAL DESCRIPTION FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.

SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

EXHIBIT A

98459105

DESCRIPTION OF THE COLLATERAL:

As used in this Exhibit A, the term "Property" means that certain land, including all improvements thereon, more particularly described in Exhibit B attached hereto.

The collateral consists of Debtor's right, title, estate and interest in, to and under:

(a) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, if any, and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State where the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

(b) all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

(c) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in,

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COLLATERAL DESCRIPTION FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.

SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

EXHIBIT A

DESCRIPTION OF THE COLLATERAL:

As used in this Exhibit A, the term "Property" means that certain land, including all improvements thereon, more particularly described in Exhibit B attached hereto.

The collateral consists of Debtor's right, title, estate and interest in, to and under:

(a) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, if any, and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State where the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Mortgage;

(b) all awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

(c) all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in,

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the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security and utility deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all receivables, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(d) all proceeds of and any unearned premiums on any insurance policies covering the Property;

(e) all accounts (including, without limitation, reserve accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

(f) all of Debtor's right, title and interest in, to and under the documents, contracts, instruments, plans, permits, licenses, approvals, applications, trade names, insurance policies, equipment leases, purchase and sale agreements, property management agreements, asset management agreements, and other instruments described or existing with respect to the Property, and any amendments or modifications thereto, any replacements thereof and any other similar documents or instruments with respect to the Property, now in existence or hereafter executed by Debtor or now in the possession of Debtor or hereafter obtained by Debtor (collectively, the "Documents");

(g) all rights, powers, privileges, claims, remedies and causes of action of every kind which Debtor now has or may in the future have with respect to or by reason of its interest in the Documents; and

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the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "Leases") and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security and utility deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all receivables, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(d) all proceeds of and any unearned premiums on any insurance policies covering the Property;

(e) all accounts (including, without limitation, reserve accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles"); and

(f) all of Debtor's right, title and interest in, to and under the documents, contracts, instruments, plans, permits, licenses, approvals, applications, trade names, insurance policies, equipment leases, purchase and sale agreements, property management agreements, asset management agreements, and other instruments described or existing with respect to the Property, and any amendments or modifications thereto, any replacements thereof and any other similar documents or instruments with respect to the Property, now in existence or hereafter executed by Debtor or now in the possession of Debtor or hereafter obtained by Debtor (collectively, the "Documents");

(g) all rights, powers, privileges, claims, remedies and causes of action of every kind which Debtor now has or may in the future have with respect to or by reason of its interest in the Documents; and

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(h) all proceeds, products, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

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(1) all proceeds, products, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

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LEGAL DESCRIPTION FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.

SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

EXHIBIT B

DESCRIPTION OF THE PROPERTY:

THAT PART OF LOT 6 IN GERHART HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH, AND SECTION 34, TOWNSHIP 41 NORTH, BOTH IN RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE OF SHAFER COURT AS PER DEED TO VILLAGE OF ROSEMONT, ILLINOIS, DATED AUGUST 11, 1975 AND RECORDED AS DOCUMENT NUMBER 23397310 AND LYING WEST OF AND ADJOINING A LINE DRAWN SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 6, TO THE SOUTH LINE OF SAID LOT 6 FROM A POINT ON SAID NORTH LINE OF LOT 6 WHICH IS 487.69 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE OF LOT 6 WITH THE CENTER LINE OF RIVER ROAD, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION FOR UCC-2 FINANCING STATEMENT

DEBTOR: 6400 SHAFER COURT, L.L.C.

SECURED PARTY: NOMURA ASSET CAPITAL CORPORATION

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